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

CITY COMMISSION AGENDA

Regular Meeting - Monday, August 15, 2022 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Jimmy Loyd with Fairlawn Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from August 01, 2022 Regular Meeting

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

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. Presentation of St. Lucie Public Schools top-scoring school district grades.

11. **CONSENT AGENDA**

a. Approval of Specific Authorization No. 5 in an amount not to exceed $68,862.50 for construction engineering inspection (CEI) services relating to the Georgia Avenue Drainage Basin Water Quality Improvement construction project.

b. Approval of the First Amendment to the Service Agreement for Shelter Administration and Animal Care to allow for the Sunrise Humane Society to contract with the City of Fort Pierce to provide management services at the shelter.

c. Approve the Mutual Benefit and Use Agreement with True North Emergency Management, LLC., for Disaster Debris Monitoring Management and Consulting Services for the 2022 Hurricane Season.

d. Approve the Mutual Benefit and Use Agreement with Ceres Environmental Services, for Emergency Debris Removal Services for the 2022 Hurricane Season.

e. Approve the Mutual Benefit and Use Agreement with Ashbritt, Inc., for Emergency Debris Removal Services for the 2022 Hurricane Season.

f. Approval to allocate $100,000 of American Rescue Plan Act Funds for Utility Bill Assistance Program.

12. **PUBLIC HEARINGS**

a. Community Development Block Grant Annual Action Plan for Fiscal Year 2022-2023

b. Quasi-Judicial Hearing - Review and approval of an application for Final Plat, submitted by Property Owner(s) Anthony Verderame (Neill Farms FP LLC) and Applicant, David Baggett PE, Project Manager (Engineering Design & Construction, Inc.), to subdivide approximately 24 acres of land (more or less) for The Avalon Crossing Planned Development (Phase II) located at or near 2790 S Jenkins Road in Fort Pierce, FL. The property is currently zoned Planned Development (PD). Parcel Control Numbers: 2419-702-0014-000-8, 2419-702-0015-000-5, 2419-702-0016-000-2, 2419-702-0017-000-9, 2419-702-0018-000-6, 2419-702-0019-000-3, 2419-702-0020-000-3.

c. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) approval to construct a 21,162 square foot building expansion to an existing Automobile Sales and Service Facility with associated site improvements at or near 3350 S US Highway 1, more specifically located at Parcel Control Number: 2427-801-0001-000-3.

d. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by applicant, Lindsay School of the Arts, to operate a private arts school with 3 classrooms for approximately 25-30 students at 515 Avenue A. Property is zoned General Commercial (C-3). Parcel ID: 2410-606-0005-000-0

13. **CITY COMMISSION**

a. Approval and acceptance of the FPUA FY2023 Annual Budget and FY2022 Amended Budget.

b. Resolution 22-R29 appointing an at-large member of the Planning Board.

c. Resolution 22-R30 appointing a member to the Police Officers Retirement Fund.

d. Discussion and direction regarding the District 1 appointed seat on the Fort Pierce Utilities Authority Board currently held by Ms. Barbara Bennett with a term expiring 9/30/2022.

14. **COMMENTS FROM THE PUBLIC**

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15. **COMMENTS FROM THE CITY MANAGER**

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 - 5:05 pm **5. a.**

Meeting Date: 08/15/2022

Re: Minutes of August 01, 2022

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from August 01, 2022 Regular Meeting

Attachments

08.01.2022 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 08/09/2022 09:25 AM

Final Approval Date: 08/09/2022

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 P.M. ON MONDAY, AUGUST 1, 2022.

1. CALL TO ORDER

Mayor Hudson called the August 1, 2022, Regular Meeting of the City Commission to order at 6:00 P.M.

2. OPENING PRAYER - Reverend George Welch with White City United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: City Clerk Linda Cox
City Attorney Tanya Earley
Acting City Manager Jack Andrews

5. APPROVAL OF MINUTES

a. Approval of Minutes from July 18, 2022 Regular Meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the July 18, 2022 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. Fort Pierce Farmers Market Week

7. **LETTERS TO COMMISSION**

a. Letter from Mark Music, President, MMPS Environmental, Inc. awarding Certificates of Appreciation to the Chief of Police and Fort Pierce Marine Unit in recognition of their service and support of the Annual Fort Pierce Inlet Cleanup Dive.

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the Agenda as set.

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

Passed

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

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No comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of African-American Cultural and Historical Grant Award Agreement between the Florida Department of State and the City of Fort Pierce for the renovation of the Jackie L. Caynon Building for the Fort Pierce Highwaymen Museum in the amount of $483,662.00.

b. Approval of award of Bid No. 2022-018 for the Georgia Avenue Drainage Basin Water Quality Improvements to the sole bidder, Boromei Construction, Inc., in an amount not to exceed $1,688,940.00.

Commissioner Gaines pulled item 11a

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 11b on the Consent Agenda.

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

Passed

As to item 11a
Commissioner Gaines commented that he wanted the public to be aware that the Commission will approve the grant.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 11a of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 22-018: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Rezoning the property generally located at or near 511 South Ocean Drive, from Hutchinson Island Medium Density Residential Zone (R4-A) to Planned Development (PD); providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith; and providing for an effective date. Subject Property: Parcel ID: 2401-502-0026-000-6. SECOND READING

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

ORDINANCE NO. 22-018
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 511 SOUTH OCEAN DRIVE, FROM HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL ZONE (R4-A) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.

Dennis Murphy, Principal Planner, Culpepper & Terpening Inc., representing Coral Sands, was available for questions.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Arnold Gaines to approve Ordinance No 22-018.

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

Passed

13. CITY COMMISSION

a. Resolution 22-R27 establishing polling places for the August 23, 2022 primary election.

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

RESOLUTION NO. 22-R27
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED PRECINCT POLLING PLACES IN THE CITY OF FORT PIERCE FOR THE PRIMARY ELECTION TO BE HELD ON AUGUST 23, 2022; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No 22-R27.

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

Passed

b. Submittal of applications to serve as an at-large member of the Planning Board.

City Clerk Linda Cox explained that no vote will be required tonight but will come back before the Commission in the next meeting in the form of a Resolution.

c. Submittal of applications to serve on the Police Officers Retirement Fund.

City Clerk Linda Cox explained that one application was received from Mr. Carlos Villanueva seeking reappointment, which will come back before the Commission in the next meeting for a vote unless they would like to seek additional applications.

Commissioner Jeremiah Johnson inquired on Planning Board attendance. Mrs. Cox explained that Mrs. Baker, who is seeking reappointment has never missed a meeting.

14. COMMENTS FROM THE PUBLIC

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Denise Sirmons
Alfreda Wilder-Agnew

15. COMMENTS FROM THE CITY MANAGER

Acting City Manager Jack Andrews - No comments
City Clerk Linda Cox - No comments
City Attorney Tanya Earley – No comments

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines expressed that he understands and hears the community's frustration with the increases from the FPUA, addressed Ms. Agnew's bus concerns and appreciates the work done by Mrs. Sirmons on the Juneteenth celebration.

Commissioner Curtis Johnson, Jr. addressed Ms. Agnews concern with the bus bench, inquired if a portion of the remaining funds from the American Rescue plan may be allocated to support the community by partnering with local agencies, and commented that St. Lucie County School resumes next week.

Commissioner Perona commented that we must reach out to the Federal Government for assistance and determine what can be done as a community to reduce rates.

Commissioner Jeremiah Johnson commented that the Commission hears and is having the tough conversations and addressed his support of the new start time.

Mayor Hudson commented that the current rates are beyond the control of the FPUA, but this is a national concern and that they will attempt to work with the customers to assist them.

17. ADJOURNMENT

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Mayor Linda Hudson adjourned the meeting at 8:15 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm **10. a.**

Meeting Date: 08/15/2022

Re: SLPS School & District Grades

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of St. Lucie Public Schools top-scoring school district grades.

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/04/2022 03:34 PM
City Manager	Nick Mimms	08/04/2022 03:34 PM

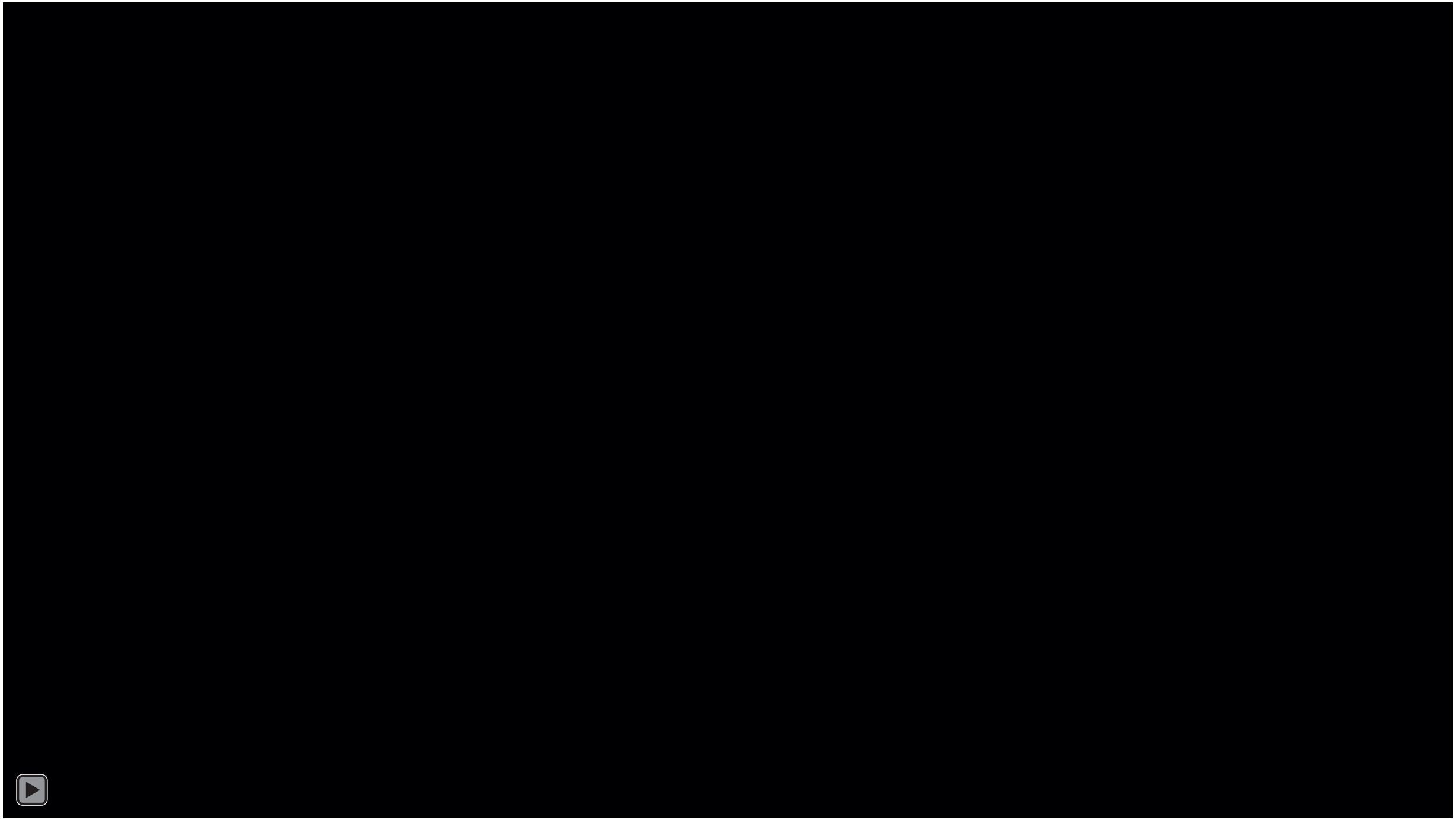
Form Started By: Jennifer Robinson Started On: 07/25/2022 09:35 AM

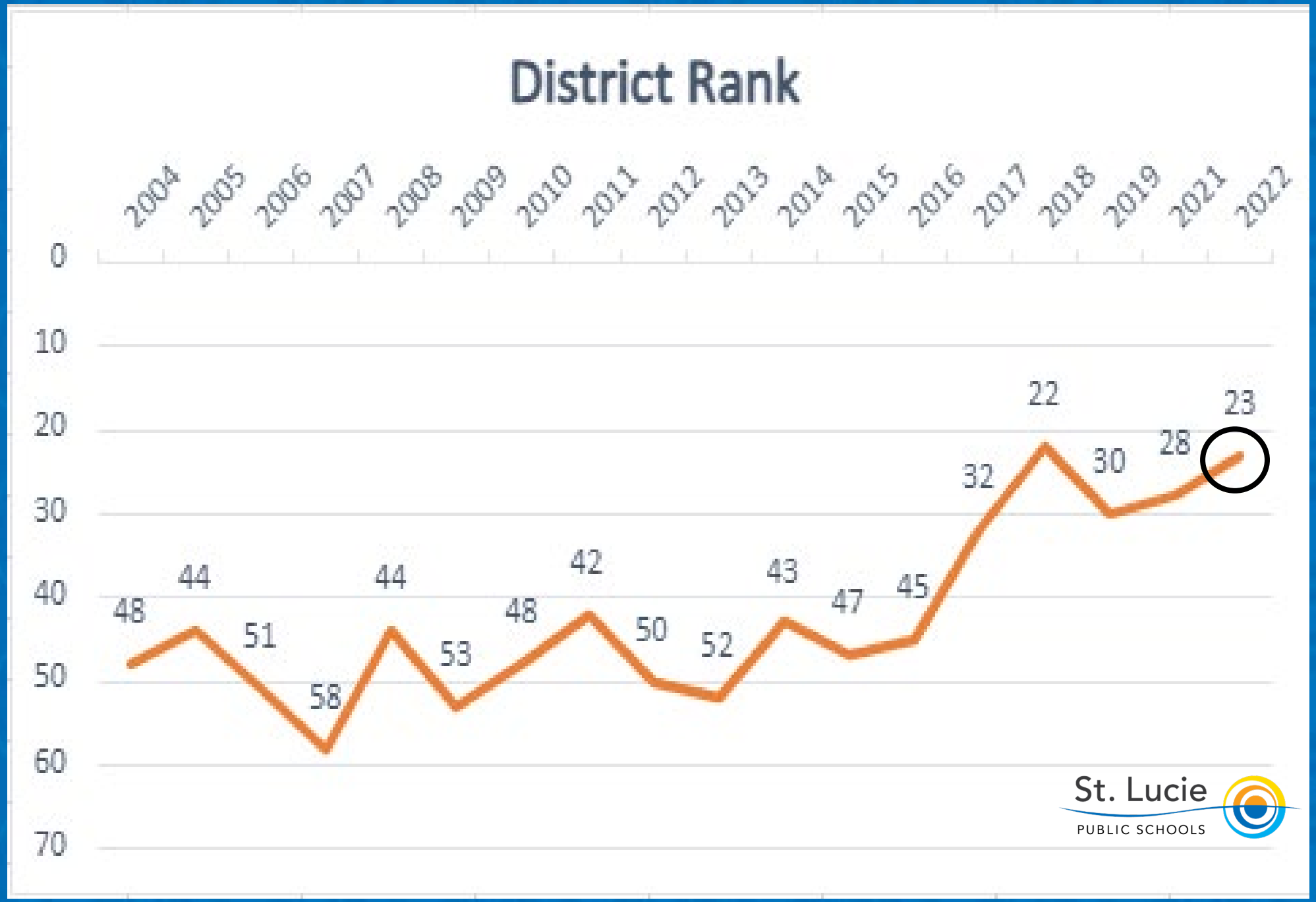
Final Approval Date: 08/04/2022

St. Lucie PUBLIC SCHOOLS

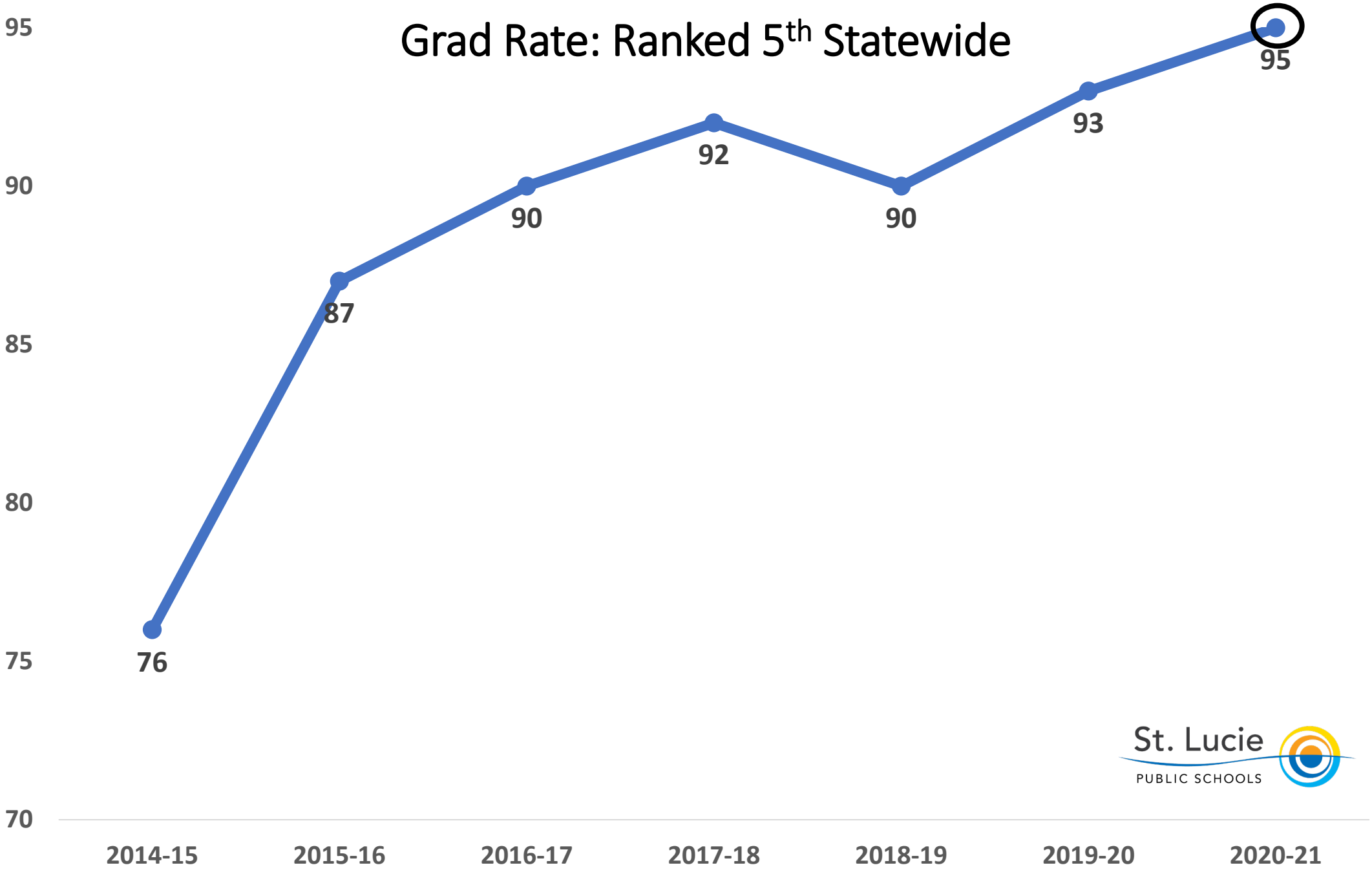
SLPS Celebrates Success!

August 2022

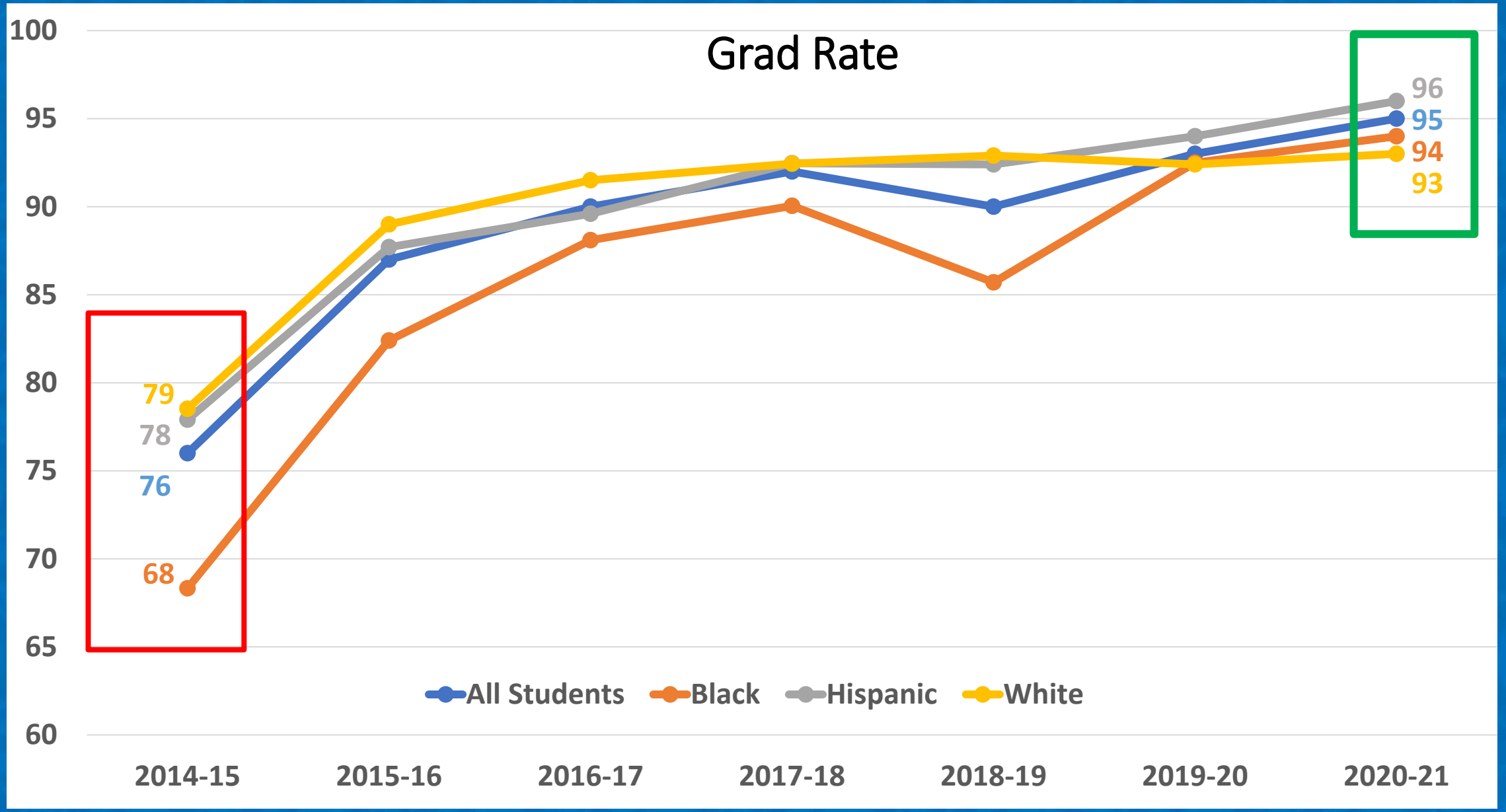



District Rank
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2021
2022
0
10
20
30
40
50
60
70
48
44
51
58
44
53
48
42
50
52
43
47
45
32
22
30
28
23
St. Lucie
PUBLIC SCHOOLS

Grad Rate: Ranked 5th Statewide



St. Lucie
PUBLIC SCHOOLS


Grad Rate
100
95
90
85
80
75
70
65
60
79
78
76
68
96
95
94
93
All Students
Black
Hispanic
White
2014-15
2015-16
2016-17
2017-18
2018-19
2019-20
2020-21

A Schools

School	Grade 2020-21	Grade 2021-22
FAIRLAWN ELEMENTARY SCHOOL	A	A
LINCOLN PARK ACADEMY	A	A
MARIPOSA ELEMENTARY SCHOOL	C	A
MORNINGSIDE ELEMENTARY SCHOOL	B	A
MOSAIC DIGITAL ACADEMY	A	A
PALM POINTE K8 EDUCATION RESEARCH SCHOOL AT TRADITION	A	A
TREASURE COAST HIGH SCHOOL	B	A

St. Lucie PUBLIC SCHOOLS

16 Schools

Increased Their Letter Grade

School	Grade 2021-22
MORNINGSIDE ELEMENTARY SCHOOL	**A**
TREASURE COAST HIGH SCHOOL	**A**
MARIPOSA ELEMENTARY SCHOOL	**A**
ALLAPATTAH FLATS K-8	**B**
FLORESTA ELEMENTARY SCHOOL	**B**
FORT PIERCE CENTRAL HIGH SCHOOL	**B**
SAMUEL S. GAINES ACADEMY OF EMERGING TECHNOLOGIES	**B**
SOUTHPORT MIDDLE SCHOOL	**B**
ST. LUCIE WEST CENTENNIAL HIGH	**B**
ST. LUCIE WEST K-8 SCHOOL	**B**
WINDMILL POINT ELEMENTARY SCHOOL	**B**
FRANCES K. SWEET ELEMENTARY SCHOOL	**C**
PARKWAY ELEMENTARY SCHOOL	**C**
CHESTER A. MOORE ELEMENTARY SCHOOL	**C**
LAKEWOOD PARK ELEMENTARY SCHOOL	**C**
WHITE CITY ELEMENTARY SCHOOL	**C**

St. Lucie PUBLIC SCHOOLS

Gains from 2020-21 to 2021-2022

ELA (FSA, FSAA)	Mathematics (FSA, FSAA, EOCs)	Science (NGSSS, FSAA, EOCs)	Social Studies (EOCs)	Graduation Rate (lagging indicator)	Acceleration Success
Achievement 48 (0)	Achievement 45 (+5)	Achievement 50 (-2)	Achievement 65 (+3)	4-Year Grad Rate 95 (+2)	High School (lagging indicator) 76 (-1)
Learning Gains 51 (+3)	Learning Gains 54 (+17)	651 Points +51			Middle School 78 (+10)
Bottom 25% 40 (+2)	Bottom 25% 49 (+12)				

St. Lucie PUBLIC SCHOOLS

WE ARE
ST. LUCIE PUBLIC SCHOOLS

SLPS IS #1 ON THE TREASURE COAST

FOR OVERALL STUDENT PERFORMANCE

INFORMATION PROVIDED BY FLDOE

St. Lucie PUBLIC SCHOOLS

WE ARE
ST. LUCIE PUBLIC SCHOOLS

SLPS IS #5 IN THE STATE

FOR CAREER AND TECHNICAL EDUCATION

INFORMATION PROVIDED BY FLDOE

St. Lucie PUBLIC SCHOOLS

WE ARE
ST. LUCIE PUBLIC SCHOOLS

SLPS IS #5 IN THE STATE

FOR GRADUATION

INFORMATION PROVIDED BY FLDOE

St. Lucie PUBLIC SCHOOLS

WE ARE
ST. LUCIE PUBLIC SCHOOLS

SLPS IS #12 IN THE STATE

FOR MIDDLE SCHOOL ACCELERATION

INFORMATION PROVIDED BY FLDOE

Goals
2022-2023

St. Lucie
PUBLIC SCHOOLS

Goal 1: To Provide A Safe, Secure, and Predictable Environment For All Students and Staffs, In Schools And On Buses

Goal 2: To Improve ELA Performance In Grades 3-10

Goal 3: To Renew the Referendum Which Supports Teacher Retention And Recruitment, School Safety, Expands Mental Health Services, And Provides Resources For Special Programs

Goal 4: To Secure District Accreditation

iSucceed Initiative

Goal 1

To Provide A Safe, Secure, and Predictable Environment For All Students and Staffs, In Schools and On Buses

iSUCCEED
IN SAFE AND CARING SCHOOLS

Referendum

Goal 3

To Renew The Referendum Which Supports Teacher Retention And Recruitment, School Safety, Mental Health, And Special Programs

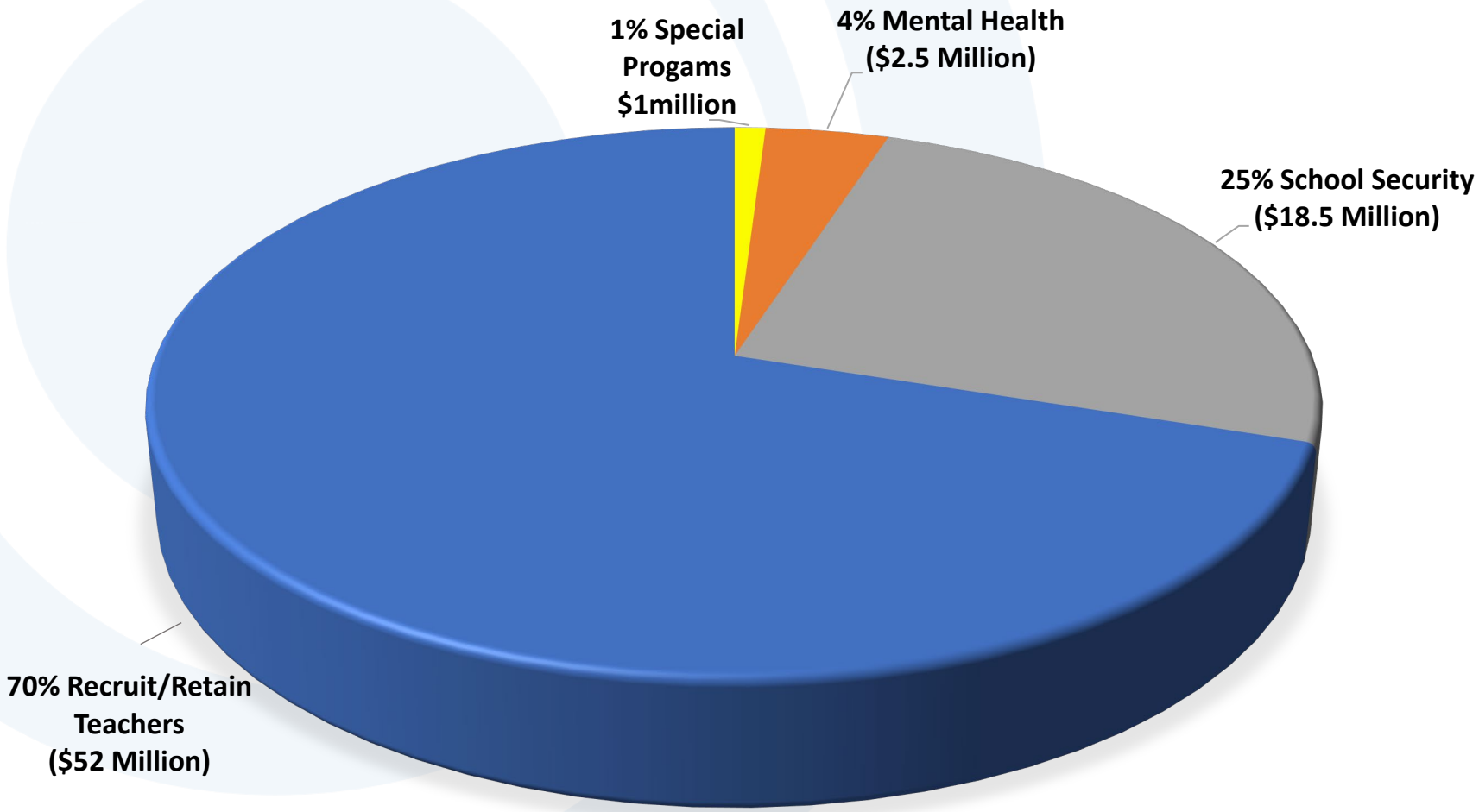
ST. LUCIE PUBLIC SCHOOLS
REFERENDUM RENEWAL
Your support is making a difference.

A PROMISE MADE
A PROMISE KEPT
Thank You Voters!

St. Lucie PUBLIC SCHOOLS

Referendum Over the Last Three Years

$74 Million



St. Lucie PUBLIC SCHOOLS

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM
RENEWAL
Your support is making a difference.

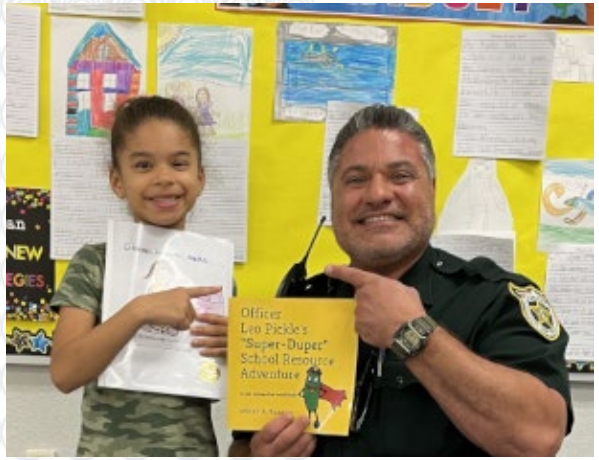
DISTRICT ACCOLADES

- ✓ ***SLPS Ranks 1st on the Treasure Coast for Overall Student Performance***
- ✓ ***SLPS Ranks 5th in the State for Graduation Rate***
- ✓ ***SLPS Ranks 5th in the State for Career and Technical Education***
- ✓ ***SLPS Ranks 12th in the State for Middle School Acceleration***
- ✓ ***Cambridge International's "District of the Year" for 2022 and 2020.***
- ✓ ***Named a "District of Distinction"***

A PROMISE MADE
A PROMISE KEPT

Thank You Voters!

- ✓Improve School Safety
- ✓Retain and Recruit High Quality Teachers
- ✓Expand Mental Health Services
- ✓Preserve Important School Programs



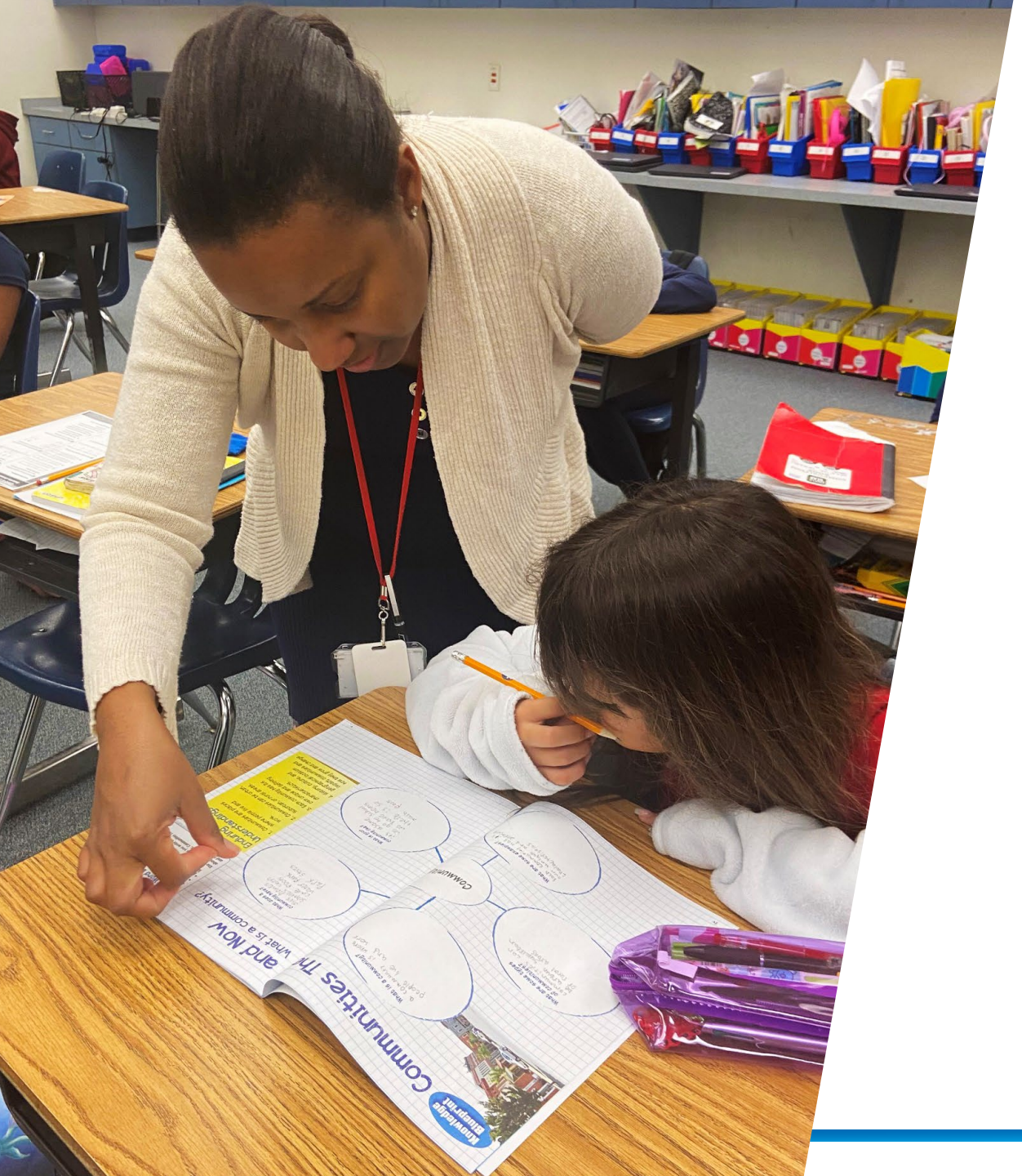
IMPROVE SCHOOL SAFETY

- ✓ Fund a School Resource Officer on Every Campus, Two on Each High School Campus.

RETAIN AND RECRUIT

HIGH QUALITY TEACHERS

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM RENEWAL
Your support is making a difference.



RETAIN AND RECRUIT

HIGH QUALITY TEACHERS

Beginning Teacher Salary

County	Current Base Salary
Palm Beach	$48,175
St. Lucie	$47,500
Indian River	$47,500
Martin	$45,200
Okeechobee	$45,125

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM RENEWAL
Your support is making a difference.

EXPAND MENTAL HEALTH SERVICES

Additional School Staff

- ✓ School Counselors
- ✓ Behavior Support Specialists
- ✓ Social Workers
- ✓ School Psychologists

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM RENEWAL
Your support is making a difference.

PRESERVE IMPORTANT SCHOOL PROGRAMS

- ✓ Music and Arts Programs
- ✓ Career and Technical Education Programs
- ✓ Accelerated Courses

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM RENEWAL
Your support is making a difference.

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM
RENEWAL
Your support is making a difference.

This is a Renewal.

✓ You Will Not See a Change on Your Property Tax Bill Since This is a Renewal.

How Will Funds Be Spent?

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM
RENEWAL
Your support is making a difference.

- ✓ The Citizen's Advisory Committee Oversees How the Funds are Being Spent.
- ✓ Visit the Interactive Website that Shows Where Each Dollar Goes.

SCAN ME

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM
RENEWAL
Your support is making a difference.

Will Charter Schools Also Receive Money?

✓ Yes. Charter Schools Will Receive Proportional Funds Based on Their Number of Students.

ST. LUCIE PUBLIC SCHOOLS

REFERENDUM RENEWAL

Your support is making a difference.

General Election

VOTING INFORMATION

✓ ***Early Voting***

October 24- November 5, 2022

✓ ***Election Day***

November 8, 2022

For More Information…

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM
RENEWAL
Your support is making a difference.

SCAN ME

www.stlucieschools.org

ST. LUCIE PUBLIC SCHOOLS
REFERENDUM
RENEWAL
Your support is making a difference.

DISTRICT ACCOLADES

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- ✓ ***Cambridge International's "District of the Year" for 2022 and 2020.***
- ✓ ***Named a "District of Distinction"***

The mission of St. Lucie Public Schools is to ensure all students graduate from safe and caring schools, equipped with the knowledge, skills and desire to succeed.

City Commission Regular Meeting - 5:05 pm **11. a.**

Meeting Date: 08/15/2022

Re: Georgia Avenue Drainage Basin Water Quality Improvements CEI Services - CAPTEC Engineering SA No. 5 (RFQ No. 2019-027)

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Specific Authorization No. 5 in an amount not to exceed $68,862.50 for construction engineering inspection (CEI) services relating to the Georgia Avenue Drainage Basin Water Quality Improvement construction project.

SUMMARY:

The City of Fort Pierce was a recipient of a $1,188,000 St. Johns River Water Management District (SJRWMD) Grant for a project identified as Georgia Avenue Drainage Basin Water Quality Improvements. The proposed construction includes the introduction of Best Management Practices (BMP) Treatment Trains for the 235-acre drainage basin at multiple stormwater inflow points. All construction activities are proposed to occur on or near the Indian Hills Golf Course property. The project activities will require CEI oversight to ensure compliance with the grant requirements, approved plans, and specifications.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Negotiate with another continuing service provider on the City's professional consultant list.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Indian Hills Golf Course

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	403-4300-538-3490
Amount:	$68,862.50

FISCAL IMPACT:

The $68,862.50 shall be encumbered from the Stormwater Management Utility Revenue Account No. 403-4300-538-3490.

Attachments

SA No. 5

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/03/2022 05:06 PM
City Manager	Nick Mimms	08/04/2022 03:35 PM
Form Started By: Tracy Telle		Started On: 07/27/2022 07:18 AM
Final Approval Date: 08/04/2022		

SPECIFIC AUTHORIZATION NO. 5

GEORGIA AVENUE BASIN WATER QUALITY IMPROVEMENTS

CEI SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to "RFQ No. 2019-027 – Engineering Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce (hereinafter referred to as "CITY") and Captec Engineering, Inc. (hereinafter referred to as "ENGINEER") dated the 23rd day of July 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires construction engineering and inspection (CEI) services relating to the work funded by the South Florida Water Management District's Indian River Lagoon Watershed Grant Agreement No. 4600004355, hereinafter referred to as the "Project".

Section 1 - Scope of Work and Schedule of Services

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional CEI services are required for the proposed stormwater improvements to the Georgia Avenue Drainage Basin. The proposed services and scope of work are more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

ENGINEER shall provide the following deliverables to the CITY as listed below and described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit "A", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed $68,862.50

SPECIFIC AUTHORIZATION NO. 5

GEORGIA AVENUE BASIN WATER QUALITY IMPROVEMENTS

CEI SERVICES

Section 4 - CITY's Responsibilities

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

CAPTEC ENGINEERING, INC.

By: _____ Date: 7/19/2022
Joseph W. Capra, P.E., President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: 7/22/2022
Tanya Earley, City Attorney

EXHIBIT "A"

CAPTEC Engineering, Inc.
Civil Engineering Professionals

July 15, 2022
1918.3.1

Email: ttelle@cityoffortpierce.com

Ms. Tracy S Telle
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950
(772) 467-3783

RE: CEI SERVICES CONTRACT
GEORGIA AVENUE BASIN WATER QUALITY IMPROVEMENTS
SCOPE OF SERVICES
REVISED

Dear Ms. Telle:

CAPTEC Engineering, Inc. (CONSULTANT) is pleased to provide the City of Fort Pierce (CLIENT) with our proposal for professional CEI services in connection with the above referenced proposed project.

SCOPE OF PROFESSIONAL SERVICES

PROJECT DESCRIPTION

The City of Fort Pierce (Client) is requesting Construction Engineering and Inspection (CEI) Services for the Georgia Avenue Basin Water Quality Improvements Project. The project includes extending the ditch armoring in two locations, creating a Storm Treatment Area / Bio-Swale along the north ditch, the installation of a generation 2 baffle box, adding a control structure prior to the discharge point, lining the outfall pipe and adding an aerator fountain to the south lake.

Task 1: Construction Engineering and Inspection Services
The CONSULTANT will provide construction engineering and inspection services to include, but not limited to the following:

1. Engineer shall schedule, coordinate, and conduct a pre-construction conference with all required parties and disseminate meeting minutes following the meeting.

2. Engineer shall hold periodic progress meetings to coordinate project activities. Bi-weekly meetings are anticipated but the frequency may be adjusted based on the scope of work and the performance of the Contractor. Engineer shall document each meeting and provide notes of the discussions to attendees and the City's Project Manager. The

meeting will typically review progress to date and planned activities in the coming period, review the status of submittals and RFIs, review pending lane closures, review and coordinate materials testing, review the status of pending and upcoming payments, review and address third party coordination needed by the City, Indian River Golf Course, the utilities, and/or permitting agencies.

3. The Engineer will be required to make field adjustments and plan design modifications as needed. Any adjustments shall ensure all Americans with Disabilities Act (ADA) guidelines are being adhered to and all drainage issues are addressed.

4. Engineer shall work with the Contractor to identify and answer Requests for Information (RFI) during the review and approval of shop drawings. The Engineer shall log all RFIs received from the Contractor. The log will include; date submitted, reviewer, date transmitted to review, date returned from review, review status and date returned to Contractor.

5. Engineer shall utilize the pay item list to process monthly progress estimates. Engineer shall confirm all quantities requested for payment and confirm the Contractor's tabulation includes the amount requested, previous payments and amount retained. The Engineer shall assure that the Contractor provides partial releases from subcontractors and suppliers and shall produce a written recommendation to the City for each payment.

6. If changes to the project scope are required, Engineer shall negotiate fairly with the Contractor to adjust the cost of the work. The Engineer shall provide the City with a fully detailed finding of fact, entitlement analysis, record of negotiation and amendment form. Engineer shall support the Project Manager when the item is presented for City Commission approval.

7. The Engineer shall observe the Contractor's quality control activities and review the Contractor's certified Laboratory's sampling and testing services including, but not limited to, concrete compressive strength, soil compaction testing (% MDD), and Proctor tests, to allow the Engineer to certify the project upon completion of construction.

8. The Engineer shall observe the Contractor's work for conformance with plans and specifications, document and advise the City of observed violations, and consult with the City regarding stop work orders, if needed, to correct deficiencies in the Contractor's operations.

9. The Engineer shall review all incoming materials for conformance to specifications and shop drawings and shall maintain a file of material certification. Testing frequencies shall be reviewed at progress meetings and scheduled at daily jobsite coordination meetings. Engineer shall receive copies of certified copies of test reports from the Contractor's approved laboratory tests and review test reports for compliance to applicable Specifications. Engineer shall maintain a red line set of drawings to record as-built data that will be used to check the Contractor's as-built submittal.

10. Engineer shall verify that Maintenance of Traffic (MOT) is deployed in accordance with the plans and applicable Florida Department of Transportation (FDOT) standard

indices.

11. Engineer shall assist with coordination between the City, Indian Hills Golf Course, and the contractor for restrictions of access to portions of the course during construction.

12. Engineer shall verify the Contractor maintains a safe pedestrian path at all times and protects drop off conditions at the end of each work shift.

13. Engineer shall maintain a daily report of project activity. The report shall include, at a minimum, documentation of weather and soil conditions, environmental compliance, labor and equipment being utilized, utility activity, Contractor work activities, material deliveries, material testing, the quantities of completed work accepted for payment, visitors to the site and records of unexpected or changed conditions and any other documentation as needed and/or determined by the City. The written report will be supplemented with photographs as needed. Progress photographs will be taken on a weekly basis.

14. Engineer shall maintain a log of contract time (days) and track any additional contract time that was credited due to inclement weather, additional work, etc.

15. If specific project permits are required, any records required by the permit shall be transferred to the agency and Engineer shall prepare the required Certificate of Construction Completion. The Engineer shall include agency personnel in all acceptance inspections and document satisfaction of agency's punch list items through photographs and as-built drawings.

16. The Engineer will provide daily surveillance of the Contractor's Quality Control activities and sampling and testing of materials and completed work items for verification and acceptance.

17. Upon receipt of the Contractor's notice of the work being functionally complete; Engineer shall schedule and conduct an initial inspection of the project and shall compile a punch list of remaining work items and deficiencies. Once **all** items have been corrected, the Engineer shall schedule and conduct a final inspection to confirm the project is complete and ready for acceptance by the City. Engineer shall prepare a recommendation of final acceptance for the City and a letter of final acceptance for the Contractor.

18. Engineer shall review the Contractor's as-built drawings and shall work with the Contractor to complete revisions until the drawings accurately reflect the as-built condition. Engineer shall certify that the drawings accurately reflect the as-built condition.

19. Engineer shall prepare a close-out change order to zero-out the contract balance. The Engineer shall work with the Contractor to obtain all final releases of liens required for final payment and shall prepare a recommendation of final payment.

20. Engineer shall compile and transfer all project documents in PDF format to the City.

21. Engineer shall maintain project records and documents in accordance with SJRWMD grant requirements.

DELIVERABLES

The Engineer shall be required to prepare a construction completion package and submit to the City with, at a minimum, the following:

1. Field survey/geotechnical verification data provided to Engineer by the Contractor.
2. Final as-built plans provided to Engineer by the Contractor.
3. Documentation of progress meetings, and any other pertinent project meetings with dates and notes.
4. Documentation of all field decisions which caused any deviation from the plans and/or specifications.
5. Documentation of all testing results provided by Contractor's certified laboratory.
6. Copies of the final inspection punch list developed with dates of item resolution.
7. All other project records developed.
8. Final project certification.
9. Provide a CD/DVD containing electronic copies of all deliverable items in PDF format.

Task 2: Additional Services
CONSULTANT would be pleased to provide any additional services requested by CLIENT in accordance with the enclosed Fee Schedule. Additional services will not be performed unless CLIENT specifically requested by CLIENT, and an addendum to this agreement is executed.

COMPENSATION / TIME FRAME

The timeline for completion is estimated to be one hundred and seventy-eight (178) calendar days, commencing on the date of Notice to Proceed by CITY. This time provides two weeks prior to the 150-day construction Contract and 2 weeks after completion.

	Description	Hours Per Week	Weeks Per Project	Hours Per Project	Regular Hourly Rates	Project Costs
TASK 1: Contract Administration	**Sr. Project Eng.** **Administrator**	**5** **5**	**2** **2**	**10** **10**	**$175.00** **$60.00**	**$1,750.00** **$600.00**
TASK 2: Construction Engineering & Inspection/ Services	**Sr. Project Eng.** **Const. Manager** **Administrator**	**5** **16** **4**	**21.5** **21.5** **21.5**	**107.5** **344** **86**	**$175.00** **$110.00** **$60.00**	**$18,812.50** **$37,840.00** **$5,160.00**

TASK 3: **Project Closeout**	**Sr. Project Eng.** **Administrator**	**10** **10**	**2** **2**	**20** **20**	**$175.00** **$60.00**	**$3,500.00** **$1,200.00**
	TOTAL					**$68,862.50**

CAPTEC Engineering, Inc. is extremely pleased to provide this proposal to the City of Fort Pierce; your project will receive our utmost professional attention. Should you have any questions concerning this Agreement, please contact me.

If you wish to direct us to proceed with the described services, please execute and return this agreement to our office via email: jcapra@gocaptec.com. Again, we appreciate the opportunity to provide services for this most important project.

Sincerely,

Joseph W. Capra, P.E.
President

Date: July 15, 2022

City Commission Regular Meeting - 5:05 pm **11. b.**

Meeting Date: 08/15/2022

Re: Animal Shelter Agreement - Amendment 1 to allow for management of the facility

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SUBJECT:

Approval of the First Amendment to the Service Agreement for Shelter Administration and Animal Care to allow for the Sunrise Humane Society to contract with the City of Fort Pierce to provide management services at the shelter.

SUMMARY:

- The Sunrise Humane Society has been operating the animal shelter since March 2021 and since that time, due to a variety of issues, has experienced difficulties in retaining a manager of the facility.
- Following the termination of services with St. Lucie County, the Sunrise Humane Society's income was reduced by $20,000.00 per month, causing additional challenges to filling this position.
- The Sunrise Humane Society conducted a review of its operations and determined there was a need to request assistance from the City in filling this position and submitted a formal request to the City on June 16, 2022.
- City staff has reviewed the request from the Sunrise Humane Society and met with the Executive Board of Directors and agree that it is in the best interest of both parties to enter into an agreement to provide the management services at the shelter.

RECOMMENDATION:

Approve the First Amendment to the Service Agreement for Shelter Administration and Animal Care.

ALTERNATIVES:

Deny the request to approve.
Amend the proposed amendment.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Nick Mimms, City Manager
Tanya Earley, City Attorney
Johnna Morris, Director of Finance
Sunrise Humane Society Board of Directors

Fiscal Impact

OTHER INFORMATION:

$75,000.00 from the budget annual agreement of $300,000.00 will be dedicated to filling this position.

Attachments

1st Amendment to Service Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/04/2022 03:35 PM

Form Started By: Peggy Arraiz
Started On: 07/29/2022 02:31 PM
Final Approval Date: 08/04/2022

FIRST AMENDMENT TO
SERVICE AGREEMENT FOR SHELTER ADMINISTRATION AND ANIMAL CARE

THIS FIRST AMENDMENT to the Service Agreement for Shelter Administration and Animal Care is made, entered into, and effective this _____day of August 2022, by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

WHEREAS, the parties entered into a Service Agreement for Shelter Administration and Animal Care (the "Service Agreement") effective March 1, 2021, relating to the operation of the animal shelter complex owned by the City and located at 100 Savannah Road, Fort Pierce, Florida (the "shelter" or the "Savannah Shelter"); and

WHEREAS, the Sunrise Humane Society has been operating the Savannah Shelter since that time and has been challenged with filling the role of Animal Shelter Administrator; and

WHEREAS, the Sunrise Humane Society, having conducted a review of its operations, finds the need to outsource the Animal Shelter Administrator position; and

WHEREAS, the parties desire to amend the Service Agreement to provide that the City shall employ an individual to fill the role of the Animal Shelter Administrator to oversee the operations of the shelter in cooperation with the Sunrise Humane Society and its Board of Directors;

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

1. The foregoing recitals are true and are incorporated herein by reference.

2. Article 4.3 of the Service Agreement is amended as follows:

   4.3 QUALIFIED PERSONNEL: Sunrise Humane Society shall employ and/or retain only qualified personnel to perform all services to be provided pursuant to this Agreement. When such services require a State of Florida license, such personnel shall hold and maintain the statutorily required license. In carrying out the provisions of this Agreement, all Sunrise Humane Society employees will report to and be supervised by the designated Animal Shelter Administrator, regardless of whether such Administrator is directly employed by the Sunrise Humane Society. City employees who perform some or all of their duties at the shelter, including but not limited to Animal Control Officers and the Animal Shelter Administrator, will report to and be supervised only by the City.

3. The Service Agreement is amended to include the attached and incorporated Exhibit "B."

4. The City shall provide management of the Savannah Shelter as set forth in the Management Agreement contained in Exhibit "B."

5. Except as amended herein, the terms and conditions of the Service Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers effective as of the date first stated above.

ATTEST:

By: _____
Linda Cox, City Clerk

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date:_____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **Julie Kittams, President of Sunrise Humane Society, Inc.,** who executed the foregoing instrument and produced _____ as identification and who did take an oath.

WITNESS MY HAND AND SEAL in the County and State aforesaid this _____ day of _____, 2022.

_____
Notary Public signature

_____
Print name

My commission expires: _____

EXHIBIT "B"
MANAGEMENT AGREEMENT

B.1.0 RELATIONSHIP OF PARTIES.

This Management Agreement is strictly between the Sunrise Humane Society and the City of Fort Pierce. It shall not be construed as a contract with individual Sunrise Humane Society board members, third-party vendors, or other parties contracting with the Sunrise Humane Society.

B.2.0 APPOINTMENT.

The Sunrise Humane Society hereby delegates to the City the management of day-to-day business affairs and operations of the Savannah Shelter. The City shall employ an Animal Shelter Administrator ("Administrator") who shall have the duty to supervise and manage the day-to-day business affairs and operations of the Savannah Shelter, in accordance with this Management Agreement.

B.3.0 MANAGEMENT DUTIES.

The Administrator shall perform the following duties in a professional, diligent, and businesslike manner.

a. Administration:
    1. The Administrator shall meet with the Sunrise Human Society's Executive Board at least once per month and with the full Board of Directors at least quarterly, or more frequently if needed.
    2. In consultation with the Sunrise Humane Society Board of Directors, the Administrator shall:
        a. Develop and implement policies and procedures necessary to operate the shelter.
        b. Coordinate with the veterinarian of record on animal intake and care. Implement protocols for placement of animals through adoption, rescues, or fosters.
        c. Conduct community outreach and fundraising to support the Sunrise Humane Society, the shelter, and its operations.
        d. Establish a volunteer program.

b. Books, Records, and Accounting:
    1. The Administrator shall maintain complete books and records in connection with the management and operation of the

Sunrise Humane Society. Such books and records shall be kept utilizing the Sunrise Humane Society's existing accounting and shelter software.

2. The Administrator shall coordinate with the Sunrise Humane Society Treasurer/Accountant on all expenses, liabilities, and purchases to ensure prompt payment is made.

3. The Administrator shall make every effort to obtain the necessary supplies to maintain the shelter, including animal care and front office supplies, using approved vendors of both the Sunrise Humane Society and the City in the most cost-effective way. Competitive bids may be required for expenses in excess of $500.00.

4. Whenever possible, the Administrator will identify and solicit corporate or business donors, on behalf of the Sunrise Humane Society, to provide the necessary supplies at a reduced or no cost.

5. The Administrator shall provide a detailed financial report to the Sunrise Humane Society Treasurer showing the results of the Sunrise Humane Society for the previous calendar month and year to date information on or before the 10th of each month.

c. Personnel:

1. The Administrator is authorized to employ, supervise, and pay the personnel necessary to operate the Savannah Shelter. All such employees shall be employees of the Sunrise Humane Society and not employees of the City. If the Administrator determines any position to be unnecessary or any employee to be unsuitable, the Administrator may discharge that individual on behalf of the Sunrise Humane Society, with the Sunrise Humane Society's prior approval.

d. Maintenance, Repairs, Replacement, Emergencies:

1. The Administrator shall be responsible for ensuring that the Savannah Shelter remains in good order and repair, and for ensuring that any necessary repairs are made in accordance with the corresponding lease agreement, as that document may be amended from time to time.

2. If any work or repair requires the use of an outside contractor which is to be paid by the Sunrise Humane Society, the Administrator shall be authorized to enter into service and labor contracts on behalf of the Sunrise Humane Society, which are required in the ordinary course of business of operating the Sunrise Humane Society subject to budget restraints, including, without limitation, contracts for telephone, cleaning, landscape care, vermin extermination and other services which are deemed necessary; provided however, that no such service contract shall exceed a term of one year without the prior written approval of the Sunrise Humane Society Board of Directors, and provided further that, except for emergencies, the cost of all such services shall not exceed $250.00 per occurrence or $750.00 in the aggregate without the prior written approval of the Sunrise Humane Society. The Sunrise Humane Society agrees that all expenses will be paid out of the Sunrise Humane Society's operating account.

3. Except for emergencies, all major repairs, maintenance, replacement, painting, improvements, and additions to the property which are to be paid by the Sunrise Humane Society and which exceed $250.00 shall be undertaken or made by the Administrator only after securing approval from the Sunrise Humane Society Board of Directors. An emergency shall be deemed to exist if exigent circumstances or governmental order necessitates proceeding immediately before the Sunrise Humane Society's approval can reasonably be obtained and in the opinion of the City, repairs are immediately necessary (i) to comply with applicable law, order or regulation where such compliance is necessary to keep the property operational, or (ii) to avoid the suspension of any necessary service to the property, or (iii) to preserve of the integrity and wellbeing of the property. The Administrator shall promptly report, in writing, any emergency to Sunrise Humane Society's Board of Directors.

e. Limitation of Authority: The authority and duties of the Administrator are limited to those set forth in this Management Agreement.

f. Compensation: The Sunrise Humane Society shall pay the City as compensation for it services provided by this Management

Agreement a contract fee in the amount of Seventy-Five Thousand Dollars ($75,000.00) annually. Such fee shall be deducted from the invoice for services provided for Article 5.1 of the Service Agreement.

City Commission Regular Meeting - 5:05 pm **11. c.**

Meeting Date: 08/15/2022

Re: Mutual Benefit and Use Agreement - True North Emergency Management, LLC. Renewal

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

SUBJECT:

Approve the Mutual Benefit and Use Agreement with True North Emergency Management, LLC., for Disaster Debris Monitoring Management and Consulting Services for the 2022 Hurricane Season.

SUMMARY:

Approve the Mutual Benefit and Use Agreement with True North Emergency Management, LLC., for Disaster Debris Monitoring Management and Consulting Services for the 2022 Hurricane Season.

RECOMMENDATION:

Approve as Recommended to the City Commission.

ALTERNATIVES:

Will Proceed as Directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2021/22
Account:	n/a
Amount:	n/a

OTHER INFORMATION:

The cost is determined on an as needed basis.

Attachments

Mutual Benefit and Use Agreement - True North Emergency Management, LLC Renewal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/10/2022 04:00 PM

Form Started By: Kaitlyn Ballard
Started On: 08/08/2022 10:17 AM
Final Approval Date: 08/10/2022

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIKE REALS, DIRECTOR OF PUBLIC WORKS

FROM: SARA HEDGES, ASSISTANT CITY ATTORNEY SH

THROUGH: TANYA EARLEY, CITY ATTORNEY TME

RE: MUTUAL BENEFIT AND USE AGREEMENT – TRUE NORTH EMERGENCY MANAGEMENT, LLC. RENEWAL

CAO RLS FILE: 22-166

DATE: AUGUST 3, 2022

I have reviewed the above Request for Legal Services (RLS) as it relates to the piggyback contract with True North Emergency Management, LLC. It is approved as to Form and Correctness. Please make sure the full contract between the County and True North Emergency Management, LLC is included as part of our contract.

If you have any questions, please contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY

Date Received:	8·1·22
Assigned To:	
File:	22-1166
Due Date:	
Hours:	

RECEIVED
AUG 0 1 2022
City Attorney

Received
JUL 2 8 2022
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

TO: TANYA EARLEY, CITY ATTORNEY

SUBMITTED BY: MIKE REALS, DIRECTOR OF PUBLIC WORKS

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., ICMA-CM, CITY MANAGER NCM

RE: MUTUAL BENEFIT AND USE AGREEMENT – TRUE NORTH EMERGENCY MANAGEMENT, LLC. RENEWAL

DATE: JULY 28, 2022

Service Required: (please circle or underline)

Review Documents	**Draft Document**	**Written Opinion Requested**
Attend Meetings	**Advise**	**Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Please review the Mutual Benefit and Use Agreement with True North Emergency Management, LLC, for Service Renewal.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** NA

3. **Time considerations and their significance:** Please review at earliest convenience, as this item needs to go before the City Commission at the August 15, 2022, Commission Meeting.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes.

5. **Factual background:** The City of Fort Pierce would like to renew the existing Mutual Benefit and Use Agreement with True North Emergency Management, LLC, for emergency debris removal services. This is an existing service that would like to be continued.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** Attached

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** City of Fort Pierce – City Attorney's Office

8. **If this is a request for review of a contract, provide the following:**

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** Finance Department, Public Works Department, Purchasing Division

    b. **Insurance requirements that differ from the City's template insurance terms:** N/A

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO : Nick Mimms, P.E., City Manager

THROUGH : Johnna Morris, Director of Finance

FROM : Georgia Montgomery, Purchasing Agent.

RE : Mutual Benefit and Use Agreement – True North Emergency Management, LLC. *Renewal*

DATE : July 13, 2022

Attached you will find the current Mutual Benefit and Use Agreement between the City of Fort Pierce and True North Emergency Management, LLC for Disaster Debris Monitoring Management & Consulting Services. This new agreement requires your signature for the 2022 Hurricane Season.

If you have questions, please let me know.

Thanks in advance,

/gm

Attachments

NCJ

MUTUAL BENEFIT AND USEAGREEMENT

ADOPTION OF ST. LUCIE COUNTY, RFP NO. 20-037
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

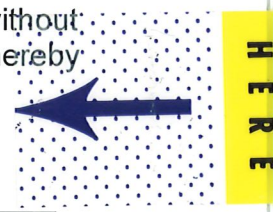
WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, St Lucie County, FL has selected through competitive process (RFP No. 20-037) a firm proficient in providing debris services; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by St. Lucie County, FL and endorses with the process and selection; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Disaster Debris Monitoring Management Consulting Services between **St. Lucie County and True North Emergency Management, LLC**. and has found the Scope of Services, prices, and terms, and conditions as set out in this Contract to be reasonable, acceptable, and of benefit to their citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **True North Emergency Management, LLC.** for Disaster Debris Management & Consulting Services without modification to the original terms, conditions or pricing. Having full authority, the parties do hereby complete this Agreement by signing below:



Authorized Signor for True North Emergency Management, LLC.	Authorized Signor City of Fort Pierce
Derrick P. Tucker, P.E.	
Printed Name	Printed Name
Senior Vice President	
Title	Title
6/23/2022	
Date	Date

MUTUAL BENEFIT AND USEAGREEMENT

ADOPTION OF ST. LUCIE COUNTY, RFP NO. 20-037
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, St Lucie County, FL has selected through competitive process (RFP No. 20-037) a firm proficient in providing debris services; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by St. Lucie County, FL and endorses with the process and selection; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Disaster Debris Monitoring Management Consulting Services between **St. Lucie County and True North Emergency Management, LLC**. and has found the Scope of Services, prices, and terms, and conditions as set out in this Contract to be reasonable, acceptable, and of benefit to their citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **True North Emergency Management, LLC.** for Disaster Debris Management & Consulting Services without modification to the original terms, conditions or pricing. Having full authority, the parties do hereby complete this Agreement by signing below:

_____	_____
Authorized Signor for True North Emergency Management, LLC.	Authorized Signor City of Fort Pierce
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Gelencia Carter

From: Gelencia Carter
Sent: Wednesday, June 22, 2022 1:47 PM
To: derrick.tucker@neel-schaffer.com
Cc: Georgia Montgomery
Subject: 2022 Mutual Benefit Agreement
Attachments: MBUA-TRUE NORTH 2022.pdf

Importance: High

Good afternoon, Derrick,

Attached is you will find the 2022 Mutual Benefit and Use Agreement, adoption of SLC, RFP No. 21-037, for execution by your firm. Please sign (blue ink preferred) and return via email. Once received the agreement will be routed to the City Manager for final execution and a fully executed agreement will be sent for your records.

After reviewing the document, if revisions are necessary, feel free to contact me.

Best regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce
Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950
Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

121-01-109

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
DISASTER DEBRIS MANAGEMENT & CONSULTING SERVICES

THIS CONTRACT is made as of the 19th day of January, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **TRUE NORTH EMERGENCY MANAGEMENT, LLC**, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals for non-exclusive Contracts to perform professional services for Disaster Debris Monitoring Management and Consulting Services from qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on January 19, 2021, The Board of County Commissioners approved the short list of firms, permission to negotiation a continuing contract, and authorized the execution of an agreement for Continuing professional services between County and Consultant hereinafter referred to as "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. **RECITALS**

The Recitals set forth above are fully incorporated into the Contract by reference.

2. **SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of Disaster Debris Monitoring Management and Consulting Services as the Primary Consultant, as further described in St. Lucie County RFP No. 20-037.

3. **TERM**

The term of the Contract shall be for a period of 3 (three) years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for 2 (two) additional one-year renewal periods pursuant to the same terms and conditions.

4. **TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the County to provide professional services related to disaster debris monitoring management and consulting services for hurricanes,

tornadoes, and other natural and manmade disaster events for St. Lucie County. Each project will require a separate work authorization. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

5. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Consultant are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 20 inclusive.

B. Consultant's Proposal, consisting of:
Price Proposal Form
Vendor Affidavit Regarding Scrutinized Company List
Certification Regarding Lobbying
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Signed Addendums No. 01 to 05, inclusive

C. RFP Documents, consisting of 35 pages, inclusive

D. Addenda No. 01 to 05, inclusive.

E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.

F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

6. **PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment by assignment basis. The County reserves the right to select the respective Consultant who the County believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance may be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the County in accordance with the St. Lucie County Purchasing Policy. The Work Authorization shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The County shall provide all criteria and full information as to County's requirements for the assignment and designate in writing a person with authority to act on County's behalf on all matters concerning this assignment.

7. **TIME OF PERFORMANCE**

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

8. **COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work authorization pursuant to the approved Price Proposal Form. All invoices presented to the County for payment shall be on a Request for Payment form approved by the County.

9. **GENERAL CONDITIONS**

A. The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Consultant is Derrick P. Tucker, P.E. at (601) 506-3298.

B. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

10. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

11. **DEFAULT/TERMINATION**

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

(1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

(3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, 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 government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) 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 § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the

company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

12. **SUB-CONSULTANTS AND SUBCONTRACTORS**

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

13. **FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate if submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

14. **INSURANCE**

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Agreement. The County shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single

limit of $1,000,000.00 per occurrence, $2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

B. **COMMERCIAL AUTO LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of $1,000,000.00 combined single limit.

C. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at $500,000.00 per occurrence.

D. **PROFESSIONAL LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of $1,000,000.00 coverage.

15. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statute.

The Consultant, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

16. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted

assigns of such other party, in respect to all covenants of this Agreement; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

17. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Section 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, the Consultant shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law.

(c) 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 Consultant does not transfer the records to the County.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

18. **CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement

19. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

20. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

21. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon completion of such documents.

The County shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the County.

22. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent contractor and is not an employee or agent of the County. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

23. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective January 1, 2021, As required by Section 448.095(2)(a), Florida Statute, the Consultant and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Consultant, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Consultant shall provide documentation of their compliance of this requirement to the County upon request.

If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an authorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Consultant of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Consultant agrees that such violation by the Consultant shall be grounds for the unilateral cancellation of this Contract by the County.

24. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

25. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

26. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

27. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

28. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described herein and to accept the obligation for payment for the services.

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the County nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the party of any officer or agent of any public body which may be a party hereto.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

29. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

30. **COMPLETE AGREEMENT**

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. **AMENDMENT**

This Agreement may be amended only with the written approval and agreement of the parties.

32. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing:**

1. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

2. Notify the County of any estimated change in the completion date, and

3. Advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

33. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

As to the Consultant:
True North Emergency Management, LLC
2501 Avenue J, Suite 120
Arlington, Texas 76006
Phone: (817) 548-0696
Facsimile: (817) 265-8532

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

34. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

35. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. **INTERPRETATION; VENUE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall

be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

40. **ANTITRUST ASSIGNMENT**

The Consultant and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

41. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Consultant intends to subcontract any portion of the Services covered by this Agreement, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

42. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States."

43. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

A. Overtime requirements. No Consultant or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall

be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

44. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

I. **CLEAN AIR ACT**

A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FDEM, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Consultant agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

II. **FEDERAL WATER POLLUTION CONTROL ACT**

A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the city of Evans, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Consultant agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

45. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

46. **CERTIFICATION REGARDING LOBBYING**

Consultants who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. (See attached Exhibit "A"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the recipient.

47. **PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

48. **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

A. The Consultant agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books,

documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

49. **DHS SEAL, LOGO AND FLAGS**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Consultant must at all times provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Consultant must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Consultant shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Consultant must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

WITNESSES:

(1) ~~[illegible]~~

(2) Michelle Muntar

TRUE NORTH EMERGENCY ~~MANAGEMENT~~, LLC

BY: [signature]

PRINT NAME: DERRICK TUCKER

PRICE PROPOSAL FORM

RFP No. 20-037
Disaster Debris Management & Consulting Services

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Position	Hourly Rates**
Project Manager	$ 89.00
Supervising Monitor	$ 79.00
Loading Site Monitor	$ 39.00
TDSRS Site Monitor	$ 39.00
Roving Monitor	$ 39.00
GIS Specialist	$ 69.00
Administrative Support/Data Entry	$ 29.00
Debris Management Consultant	$ 105.00
Data Manager	$ 79.00
	$
	$
	$
	$
	$

**Includes all costs, overhead and profit, also includes all lodging, transportation, and meals.

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description: True North's commitment to our clients is evident in the added value benefit of no cost yearly planning and training to St. Lucie County. This includes a comprehensive review of the existing Disaster Debris Management plan with recommendations for additions and improvements as well as a half day training session to be held on premise for the County. This will ensure the County and its departments are trained and prepared in the event of a debris generating disaster. Additionally, ADMS ticketing will be provided to the County at no charge.

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary): True North will coordinate work schedules with contractors 24 hours in advance and provide work schedules to the County's Authorized Representative Accurate scheduling is critical to ensure adequate monitoring is provided to document debris removal without the unneeded cost of excess monitors. Realistic schedules are also necessary to allow the County to track and oversee the project effectively. Monitors and contractors will be expected to follow these these schedules to ensure efficient, and effective project performance. In order to control costs and save public money, True North is diligent in minimizing hours spent on monitoring activities. We will consult with the County on staffing and work planning, with the County having final say on staffing levels.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

True North Emergency Management, LLC Name of Firm	2501 Avenue J, Suite 120 Address
 Authorized Signature	Arlington, TX 76006 City, State, Zip Code
Vice President / Program Manager Title	(817) 548-0696 Phone
May 19, 2020 Date Signed	derrick.tucker@neel-schaffer.com E-mail

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with St. Lucie County for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) 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 § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of St. Lucie County may terminate the contract or reject the bid.

STATE OF ~~FLORIDA~~ TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared

Derrick Tucker, PE, who, being by me first duly sworn, made the following statement:

1. The Business address of (name of bidder or contractor) is:
   2501 Avenue J, Suite 120, Arlington, TX 76006

2. My relationship to True North Emergency Management, LLC (name of bidder or contractor) is Vice President / Program Manager (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in § 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. True North Emergency Management, LLC (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. True North Emergency Management, LLC (name of the bidder or contractor) is 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 § 215.473, Florida Statutes.
7. True North Emergency Management, LLC (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the

19th day of May, 2020.

Notary Public

My commission expires: 02/02/2023

(AFFIX SEAL or STAMP)

TRACY ENLOW
Notary Public, State of Texas
Comm. Expires 02-02-2023
Notary ID 125988270

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding $100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant, True North Emergency Management, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Derrick Tucker, PE, Vice President / Program Manager
Name of Title of Proposer's Authorized Official

May 19, 2020
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, the Proposer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

(3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

(7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Derrick Tucker, PE, Vice President / Program Manager
Name and Title of Proposer's Authorized Official

May 19, 2020
Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RF9 No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, April 15, 2020 at 4:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: [signature]

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

Due to State of Emergency of COVID-19 (Coronavirus), RFP No. 20-037 has been suspended indefinitely. When the State of Emergency has been lifted all Planholder's will be notified of the new due date for this RFP.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 4, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, May 20, 2020 at 4:00 p.m.

Due to COVID-19, Responses to RFP No. 20-037 must be delivered to St. Lucie County Purchasing via US Mail, UPS or Federal Express. Please make sure that your submittal is received by the above date and time when submitting.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 7, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: Due to requirements for social distancing, would the County consider accepting electronic submissions in lieu of hand-delivered or mailed copies?

A1: No electronic or hand delivered cannot be accepted at this time. Proposals can only be submitted via US mail, Fed-ex or UPS. Please see Addendum No. 3.

Q2: Page 24, Part III of the RFP (section 3-2.4, item 4) states that the proposer must "*identify any modification your firm would require to the enclosed sample agreement prior to execution,*" but no sample agreement was provided. Will the County provide a sample agreement for proposers to review prior to award?

A2: A draft contract has been included with this addendum.

Q3: Is the County open to negotiating the terms and conditions of the agreement with the awarded proposer/contractor?

A3: Yes, on a very limited basis. There are certain terms and conditions in our contracts we cannot revise.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 8, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: The Price Proposal Form on page 26 of the RFP states, "daily and weekly rates shall be based on 12-hour days, seven days per week." However, the positions listed do not typically require equal working hours to perform the scope of work described in the RFP. Will the County consider reissuing the Price Proposal form to reflect weighted hours or hourly rates only, so proposers may provide a more accurate, estimated fee schedule?

A1: Yes, please see revised Price Proposal form. Please use this form in lieu of the form provided in the RFP document.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

RFP No. 20-037

Disaster Debris Monitoring Management and Consulting Services

Due Date: Wednesday, April 1, 2020
Due Time: 3:00 P.M.

St. Lucie County
Purchasing Department
2300 Virginia Avenue, Room 228
Ft. Pierce, FL 34982-5652
(772) 462-1700

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

REQUEST FOR PROPOSALS

Sealed Proposals will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, April 1, 2020,** for the following:

RFP No. 20-037
Disaster Debris Monitoring Management and Consulting Services
Solid Waste

RFP documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposals may be either mailed or hand delivered to the Purchasing Department, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, FL 34982. Any proposals received after the above stated time will be returned to the bidder unopened.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at: www.co.st-lucie.fl.us

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

CAUTION: *It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.*

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, March 1, 2020

Table of Contents

Part I **General Information**

1-1 Definitions
1-2 Invitation to Propose; Purpose
1-3 Issuing Office
1-4 Awards
1-5 Development costs
1-6 Inquiries
1-7 Site Visitations
1-8 Timetables
1-9 Delays
1-10 Proposal Submission and Withdrawal
1-11 Rejection of Irregular Proposals
1-12 Addenda
1-13 Equal Opportunity
1-14 Oral Presentation
1-15 Insurance
1-16 Lobbyist Disclosure
1-17 Feasibility Studies
1-18 Public Entity Crimes Statement

Part II **Statement of Work**

2-1 Acronyms / Abbreviations Used in This Document
2-2 General
2-3 Monitoring Services
2-4 Personnel
2-5 Employment Requirements
2-6 Operational Requirements
2-7 Safety and Health Standards
2-8 Other Considerations
2-9 Deliverables
2-10 Payment
2-11 Project Completion

Part III **Instructions for Preparing Proposals**

3-1 Rules for Proposals
3-2 Proposal Format

Part IV **Evaluation of Proposals**

4-1 Evaluation Method and Criteria

GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible proposers to provide "**Disaster Debris Monitoring Management and Consulting Services**" for St. Lucie County.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue, Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a continuing contract with a termination clause with the proposer(s) who submits the proposal judged by the Board to be most advantageous to the County. The County anticipates awarding one (1) primary contract and up to three (3) additional contracts, but reserves the right to award more if in its best interest. The County's debris removal contractor, or any of its affiliates, will be prohibited from submitting a bid in response to this RFP.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and a written agreement, or contract is approved by both the Board and the successful proposer(s).

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES/INTERPRETATIONS

The County will not respond to oral inquiries. Proposers may mail or fax written inquiries for interpretation of this RFP to:

Desiree Cimino
St. Lucie County Purchasing Department
Administration Annex, Room 228

2300 Virginia Avenue, Fort Pierce, Florida 34982.
(772) 462-1704 (Fax)
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the bid/proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County **will make every attempt to issue such** addenda at least 5 working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. **Written addenda will be sent to all appropriate planholders.** No interpretation shall be considered binding unless provided in writing by St. Lucie County.

1-7 SITE VISITATIONS- N/A

1-8 TIMETABLES

The Board and the proposers shall adhere to the following schedule in all actions concerning this RFP.

1-8.1 From opening time, the Board and County staff will review and evaluate the proposals on a timely basis.

1-8.2 The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County may notify unsuccessful proposers at this time.

1-9 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify proposers of all changes in scheduled due dates by written addenda.

1-10 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope with the **RFP No. 20-037 Disaster Debris Monitoring Management and Consulting Services,** next to the vendor name and address.

Proposers shall submit **8** proposals, **one marked original on the outside with an original signature inside, one electronic copy on USB/Flash drive** and 6 hard copies. All proposals shall be submitted in a sealed package marked as

noted above. The proposer may submit the proposal in person, courier or by mail.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal.

Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the proposer.

1-11 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors, reject the proposal of any proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all proposals without cause.

1-12 ADDENDA

If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is received.

1-13 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Further, for contracts funded in whole or in part with Federal funding's, the regulation at 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

I. Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.

II. Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.

III. Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

IV. Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

V. Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The County requests minority and women business enterprises to submit evidence of such classification with their proposals.

1-14 ORAL PRESENTATION

At their discretion, the County may require any proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-15 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County as follows:

Worker's Compensation
$500,000 by accident - each accident
$500,000 by disease - each employee
$500,000 by disease - policy limit

Commercial General Liability
$1,000,000 per occurrence
$2,000,000 per job aggregate

Commercial Auto Liability
Combined Single Limit, Bodily Injury/Property Damage
$1,000,000

Professional Liability
$1,000,000 aggregate

1-16 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a

lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

1-16.1 The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

1-16.2 The name and address of the lobbyist.

1-16.2 The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services.

The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Additionally, Proposers shall submit the required certification as laid out in 31 U.S.C. § 1352 and provided as Tab F of this RFP. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1-17 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-18 PUBLIC ENTITY CRIME 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 the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

1-19 Suspension and Debarment Certification

Any contract entered into as a result of this RFP is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Proposer is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification provided at Part III, Tab F is a material representation of fact relied upon by the County. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The Proposer must execute the required Suspension/Debarment Certification as identified in Part III, Tab F.

STATEMENT OF WORK

PART II

2-1 Acronyms / Abbreviations Used in This Statement of Work:

2-1.1 County: St. Lucie County
2-1.2 FEMA: Federal Emergency Management Agency
2-1.3 FHWA: Federal Highway Administration
2-1.4 OSHA: Occupational Safety and Health Administration
2-1.5 RFP: Request for Proposal
2-1.6 TDSRS: Temporary Debris Storage Reduction Sites

2-2 General:

2-2.1 Hurricanes, tornadoes, and other natural and manmade events frequently produce substantial volumes of debris, creating hazardous conditions that impact public health, welfare, and safety by obstructing roads, by creating obstacles to safe passage of emergency and essential pedestrian and vehicular traffic, and by notably increasing potential exposure to fire and hazardous materials. Debris refers to items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property. To mitigate the hazardous conditions, it is mandatory that there be an early, safe and rapid response to restoring safe and economically viable conditions by the removal of the debris in a prompt and environmentally protective manner

2-2.2 To assist in debris collection during disaster response, St. Lucie County seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional Proposer(s), to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis. The initial term of the Contract shall be for three (3) years and may be extended for two (2) one (1) year terms at the same prices and conditions, by mutual agreement. The County reserves the right to award more contracts if in its best interest.

2-2.3 The County will assign a Debris Manager to the debris collection/management project and will establish and staff a Debris Management Center. The Debris Management Center will provide a site for overall coordination of the project with the Proposer(s) and local, State, and Federal agencies. Authorized local, State, and Federal agencies will also provide staff to the Debris Management Center to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the Proposer(s).

2-2.4 The response of the selected monitoring Proposer(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal, State, and

private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Work Authorization.

2-2.5 Within forty-eight (48) hours of the Work Authorization, the Proposer(s) shall provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris loading sites and four (4) TDSRS. The Proposer(s) shall also provide roving monitors as needed and dictated by demands of the emergency event. The Proposer(s) shall be required to increase its staffing from this point depending upon the severity of the debris-generating event. At a minimum, the Proposer(s) shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers.

2-2.6 The Selected Proposer(s) shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the County's Debris Manager.

2-2.7 The Proposer(s) is required to conduct all Debris Monitoring services in compliance with FEMA, FHWA, OSHA, the County, and any other funding agency rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200. Selected Proposer(s) shall work closely with the County's Debris Removal Contractor to ensure that all work is FEMA compliant and all documentation is properly obtained, including GPS coordinates and photos. Selected Proposer(s)' failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the Selected Proposer(s) by the County.

2-2.8 The Proposer(s) shall employ and maintain on the work site(s) a qualified accessible project manager(s) or liaison officer(s). At least one (1) accessible and designated project manager or liaison officer in the area of operation shall have full authority to act on behalf of the Proposer(s) and its subcontractors and all communications given to the project manager or liaison officer in writing by the County's authorized representative shall be as binding as if given to the Proposer(s).

2-3 Monitoring Services

Monitoring services to be provided under the proposed contract shall include, but not be limited to following.

2-3.1 The Proposer(s) shall provide assistance in reviewing and developing the County's Debris Management and Removal Plan specific to the emergency event.

2-3.2 The Proposer(s) shall provide training of selected County staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with staff of Debris Collection Contractors and County, State, and Federal agencies.

2-3.3 The Proposer(s) shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at TDSRS located or developed throughout St. Lucie County or the region if necessary as approved by the County.

2-3.4 The Proposer(s) shall provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by the County;

2-3.5 The Proposer(s) shall provide assistance with hiring, scheduling, dispatching, and logistical operations of the field monitors assigned to work areas of storm debris collection. This assistance will include, but not be limited to:

- Recruiting, hiring, training, deploying, and supervising properly equipped monitors;
- Establishing daily schedules for monitors;
- Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service;
- Maintaining records of contract hauler's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated County staff or as required by State, Federal, or other involved agencies;
- Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking;
- Coordinating with County personnel to respond to problems in the field to include residential and commercial property damage claims in the process of debris removal;
- Establishing a telephone claim reporting system with a local or toll free number and provide staff for the professional management of receiving complaints, inquiries, and/or damage claims;
- Investigating and documenting damage or other claims;
- Surveying the affected areas for special situations or emergent needs to include, but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees (including leaners and hangers), construction and demolition debris, or other potentially hazardous situations;
- Maintaining a list of potentially hazardous locations and situations, coordinating and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and making frequent reports to the County regarding the hazard, remedial action, and post-event status;
- Recording on a map the streets where debris has been collected;
- Performing other duties as directed by designated County personnel.

2-3.6 The Proposer(s) shall collect baseline environmental data according to local, State, and Federal agency requirements from the designated TDSRS prior to the opening of these sites.

2-3.7 The Proposer(s) shall assist the County in obtaining necessary local, State, and Federal permits for the designated TDSRS.

2-3.8 The Proposer(s) shall conduct ongoing environmental data collection per local, State, and Federal requirements for the designated TDSRS, per event or as per the Work Authorization.

2-3.9 The Proposer(s) shall provide technical, clerical, and information technology consultation assistance to the County in completing any and all forms necessary for reimbursement of fees and costs from local, State, or Federal agencies, including FEMA of the Department of Homeland Security, the State of Florida, the FHWA, the Department of Housing and Urban Development, or private insurance carriers relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests; preparation and submittal of any and all necessary cost documentation and substantiations; assisting with the preparation of replies to any and all agency requests, inquiries, or potential denials; and assisting in the preparation of potential decision appeals.

2-3.10 The Proposer(s) shall review and validate Debris Removal Contractor(s) invoices prior to submission to the County for processing.

2-3.11 The Proposer(s) shall assist County staff in conducting an annual tabletop exercise(s) to determine the adequacy of the Emergency Debris Management Plan and related process.

2-4 Personnel

The Debris Monitoring Team to be provided by the Proposer(s) shall include, but not be limited to, the following positions.

2-4.1 Project Manager / Liaison Officer: The primary functions of the Project Manager / Liaison Officer shall be to manage and supervise the debris monitoring services provided by the Proposer(s) and to serve as liaison between the Debris Manager and the Proposer(s).

2-4.2 Supervising Monitors: The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones;
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors;
- Provide breaks to monitors;
- Coordinate, research, and make recommendations on damage claims to the Debris Manager;
- Maintain positive public relations in regard to individual complaints;
- Compile and complete necessary reports;
- Investigate and resolve complaints of residents within the limits of the contract;
- Coordinate daily with the Debris Hauler;
- Coordinate daily operations of monitors.

2-4.3 Loading Site Monitors: The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center and to verify that only eligible debris is being removed from designated eligible sites within assigned debris pickup zones in St. Lucie County. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).

2-4.4 Management Site Monitors: The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing, storage, and disposal. Management Site Monitors shall also verify that all trucks leaving the TDSRS have completely emptied all debris from the trucks.

2-4.5 Roving Monitors: The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in St. Lucie County. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers). The use of Roving Monitors will be at the request of the County, if the County feels they are needed.

2-4.6 Debris Management Consultant

2-4.6.1 The Proposer(s) shall provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center. The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris-causing event recovery and FEMA reimbursement guidelines are required.

2-4.6.2 The Consultant shall report to the Debris Manager. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.

2-4.6.3 The Debris Manager will issue a task order to mobilize the Proposer to provide the Consultant. The Consultant shall be available on site at the Debris Management Center for a minimum of two (2) weeks following mobilization. The Debris Manager shall establish the service requirements and length of time those services are needed based on needs of the County.

2-5 Employment Requirements

2-5.1 All Loading Site, Management Site, Roving, and Supervising Monitors must speak English, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.

2-5.2 All Loading Site, Management Site, Roving, and Supervising Monitors must have experience in at least one of the following: , solid waste site operations, construction inspector, land clearing operations, , solid waste collections, previous similar monitoring or inspection experience.

2-5.3 All Loading Site, Management Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a staircase or ladder of ten (10) feet high.

2-5.4 All Loading Site, Management Site, Roving, and Supervising Monitors must attend a one-half (½) day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Proposer(s) and must be approved by the County.

2-6 Operational Requirements

2-6.1 General Operating Procedures: The County has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within St. Lucie County to designated TDSRS. Each load of eligible debris shall be tracked using a multi-page load ticket or electronically. The Debris Hauler or the Debris Management Center shall provide the load tickets to be used. The load tickets shall be inventoried and logged by the Proposer(s).

2-6.2 Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of one (1) Loading Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of loading sites in coordination with the debris removal contractor.

2-6.3 Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified, on-site personnel to monitor debris receiving operations at up to four (4) TDSRS located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of two (2) Debris Management Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of management sites in coordination with the debris removal contractor.

2-6.4 The Proposer(s) must be prepared to provide Roving Debris Monitors as necessary and needed to monitor and verify eligible debris removal functions. The Roving Debris Monitors must be prepared to operate a minimum of twelve to fourteen (12 – 14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of Roving Debris Monitors in coordination with the debris removal contractor and the Proposer(s).

2-6.5 The Proposer(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Management Site Monitors, and the Roving Debris Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of fourteen to sixteen (14 – 16) hours per day, seven (7) days per week. Supervising Monitors are generally limited in number. The exact number will be determined by the type of operation and by the Debris Manager with the advice of the Proposer(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes: One (1) overall supervisor that coordinates with the Debris Manager on a daily basis, one (1) supervisor for each twenty-five (25) monitors and one (1) supervisor to coordinate office activities and supervise and manage damage investigation.

2-6.6 The Proposer(s) shall provide all management, supervision, labor, logistical support, transportation, mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and Automated Debris Management System (ADMS) necessary to initiate and to safely and accurately perform all of the County's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times.

2-6.7 The Proposer(s) shall maintain and update a log of damages reported, damage corrections, and releases for work by either the property owner or the County.

2-6.8 The Proposer(s) shall maintain and update a log of the tickets inventoried, issued and/or voided.

2-6.9 The Proposer(s) shall maintain and update tower logs of ticket information.

2-6.10 The Proposer(s) shall maintain and update map books issued by the County, marking work complete with date and daily log of activities.

2-6.11 The Proposer(s) shall maintain and update a log of ineligible debris piles.

2-6.12 Monitoring Sites: The Proposer(s) may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal contractor and coordinated with the Debris Management Center the day before beginning the work. The "Control Points" must be kept to a management site. The Proposer(s) must be prepared to provide a minimum of one Loading Site Monitors to be stationed at each "Control

Point." As debris loads are completed, the Debris Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Debris Management Site Monitor will estimate the volume of debris hauled at the debris management site.

2-7 Safety and Health Standards

2-7.1 Whenever on a loading site or a debris management site, all personnel of the Proposer(s) must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold or rainy weather clothing, eye and hearing protection.

2-7.2 The Proposer(s) shall maintain a telephone contact list at each loading site and TDSRS of the employees' supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.

2-7.3 The Proposer(s) shall ensure that personnel of the Proposer(s) adhere to all appropriate site safety requirements.

2-8 Other Considerations

2-8.1 The Proposer(s) shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Proposer's personnel and equipment is the responsibility of the Proposer. Additionally, the Proposer shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.

2-8.2 The Proposer(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.

2-8.3 The Proposer(s) shall be responsible for determining what licenses, certifications, and permits shall be necessary to perform work under the proposed contract. Copies of all such licenses, certifications, and permits shall be submitted to the Debris Management Center before commencing work.

2-8.4 During the performance of this contract, the Proposer(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Proposer(s) or its subcontractors. Corrections for any such violations shall be at no additional cost to the County.

2-8.5 The Proposer(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Proposer(s). Such costs might include but are not limited to: site

cleanup and remediation, fines, administrative and civil penalties, and third party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statues by Proposer(s), its subcontractors, or any other persons, corporations or legal entities retained by the Proposer(s) under this contract.

2-8.6 The Proposer(s) must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.

2-8.7 The Proposer(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the proposed contract.

2-8.8 Proposer(s) will supply door hangers and tags for ineligible debris. The County must approve the format for both. Door hangers will be distributed at the discretion of the County for all ineligible debris piles. See Section 2-10.2 for payment information.

2-8.9 The Proposer(s) may be requested to develop a policies and procedures manual and training courses for monitors. The manual and training courses must be approved by the County.

2-8.10 Annually, the debris hauler will present a daylong course in disaster recovery, policies and procedures. The Proposer(s) shall attend and participate in this course.

2-8.11 It shall be the responsibility of the Proposer(s) to certify that the Debris Hauler has collected all eligible debris in accordance with the County, state and federal policies within specified geographical areas. The Proposer(s) shall be financially responsible for costs for collection, disposal and monitoring of all debris found in violation of the certification. For example, if the Proposer certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or a significant amount of the debris on Street X has not been collected, the Proposer(s) shall be financially responsible for those costs incurred by the County to collect uncollected eligible debris on Street X that are not covered by or included within the County's disaster debris contracts.

2-8.12 The Proposer shall not direct the activities of the Debris Hauler unless directed in writing by the Debris Manager.

2-9 Deliverables

2-9.1 At a minimum, the following deliverables (2.9.1.1 through 2.9.1.12) must be provided to the County at the completion of the Work Authorization. However, deliverables shall be in no way limited to the following list. At is sole discretion; the County may add and/or delete deliverables to meet the needs of the County.

2-9.1.1 Original load tickets shall be boxed, bound by date and

sorted by ticket number.

2-9.1.2 Ticket logs including all information from ticket.

2-9.1.3 Daily tower logs.

2-9.1.4 List of all personnel with signatures and initials.

2-9.1.12 Binder(s) with damage reports, completed repairs, and releases if applicable).

2-9.1.13 Binder(s) with issues and final resolution.

2-9.1.14 Map books boxed by pass with daily logs.

2-9.1.15 List of tickets issued to monitors, by monitor, and list of lost/voided tickets.

2-9.1.16 Each debris removal pass may, at the discretion of the County, have a door hanger placed at each residence or street sign hanger placed at key intersections to indicate pickup has occurred. A report describing the location of hangers shall be provided to the County.

2-9.1.17 Each pile of ineligible debris will be tagged and a list compiled and submitted to the County. The County must approve format of the ineligible debris tag.

2-9.1.11 Daily Report -- The Proposer(s) shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 A.M. to the Debris Manager. Each daily report shall contain the following minimum information.

- Correctly and accurately completed load tickets, demonstrating type and amount of debris collected, consistent with all reporting documents;
- The date and times of operation and pick-up and drop-off locations of all debris loading trucks, including truck ID number and capacity and names of truck drivers;
- Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.

2-9.1.12 **Final** Report -- A final report will be prepared by the Consultant and submitted to the Debris Manager or designee within thirty (30) days of completion of recovery operations. Recovery Operations includes closure and remediation of TDSRS and conclusions of all related operations. At a minimum this report

will include: a discussion of disaster response requirements and results and recommendations for future disaster response.

2-9.2 All deliverables will be submitted both electronically in a PDF format and on paper.

2-10 Payment

2-10.1 The labor rates provided on the Price Proposal Form of all personnel to be provided by the Proposer(s) shall be at the Proposer's standard billing rate.

2-10.2 All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP. Invoices to be paid based on labor rates must be substantiated with the following (at a minimum):

- a list of personnel assignments, duties, and responsibilities,
- timesheets detailing the personnel performing the work and the date, time, number of hours, and location where the work is performed;
- verification of equipment time (especially as compared to labor time)
- additional documentation such as load tickets and daily reports, as needed.

2-10.3 No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors, and/or the Debris Management Consultant. Billable time shall be limited to hours when debris-hauling trucks are in operation. The Debris Manager shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

2-10.4 All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Proposer(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

2-10.5 No overtime rates will be paid by the County. The Proposer(s) must comply with all federal and state labor laws, including the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

2-10.6 Payment Schedule - Invoices will be processed for payment only after approval by the Debris Manager. The Proposer(s) shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Proposer(s)' deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall

not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Debris Manager.

2-10.7 Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the County. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a countywide basis would be considered incidental. Furthermore, a test the County will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the County or Proposer. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. Issues listed in section 2.8 (other considerations) will not be considered incidental to the contract. For example, tags for ineligible debris would not be considered incidental to the execution of this contract. Proposers may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The County reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

2-11 Project Completion – The project will be considered completed when the Debris Manager accepts all work specified under this contract has been completed to his/her satisfaction and all eligible debris has been picked up within the jurisdictions of the County, and all damage and issues relating to the hurricane recovery have been resolved, and any TDSRS have been restored to their original condition or at the sole discretion of the Debris Manager to meet the needs of the County.

INSTRUCTIONS FOR PREPARING PROPOSALS

PART III

3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

3-2.1 *Letter of Transmittal: – Tab A*

This letter will summarize in a brief and concise manner, the proposer's qualifications. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed one page in length.

3-2.2 Firm Qualifications: - Tab B

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.

3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

4. Describe the firm's experience in filing and receiving Federal and State reimbursements.

5. List of current and future debris management contractual obligations with their current status and projected termination dates. Explain how you will manage these contracts and still meet the requirements of the County's Contract.

6. Explain history of FEMA reimbursements, including;
    a. Closed, active, pending FEMA disputes, audits or lawsuits.
    b. Explanation of unrecovered FEMA reimbursements.

7. Demonstrate that the Proposer has experience performing work as a primary consultant on Disaster Debris Monitoring projects exceeding one million dollars ($1,000,000) per event.

8. Provide an organizational structure of firm; chain of command, organizational and procedural graphics.

9. Identify subcontractors and subconsultants by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each proposed firm.

10. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description

of the work completed, and whether it was as prime consultant or as subconsultant. Proposer should note whether it was part of a joint venture and, if so, whether your firm was prime or secondary consultant.

11. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

12. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

13. Identify any issues or concerns of significance that may be appropriate.

14. Provide as a minimum four (4) references for related experience on the enclosed Reference Form. Contact information provided must be accurate and current.

3-2.3 Staff Experience: - Tab C

1. Provide education, experience, and applicable professional credentials of project staff. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

2. Provide resumes (not more than one (1) page each) of the Project Manager and key persons to be assigned to the contract with emphasis on their experience with similar work.

3. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

4. Detail the ability and experience of the field staff in the performance of said services.

5. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff for Office Staff and On-site Staff.

6. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.

7. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

8. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.

3-2.4 Project Approach and Understanding: Tab D

1. The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.

2. Describe the approach to completing the tasks specified in the Scope of Services and clearly

describe all aspects of the proposed plan of action for the County.

3. Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

4. Identify any modifications your firm would require to the enclosed sample agreement prior to execution.

3-2.5 Cost Proposal: Tab E

The proposal shall complete the enclosed Price Proposal Form. Labor rates are to be quoted on a fully-burdened basis, incorporating direct labor cost, indirect cost and profit.

3-2.6 Additional Data: Tab F

Completed Certification Regarding Prohibition against Contracting with Scrutinized Companies
Completed Certification Regarding Lobbying
Completed Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion

EVALUATION OF PROPOSALS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

A. General: The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County's evaluation criteria will include, but shall not be limited to, consideration of the following:

POINT SYSTEM FOR SHORT LISTING AND FINAL SELECTION OF FIRMS

Evaluation Criteria	*Evaluation Points Maximum*
Firm qualifications (Section 3-2.2)	*25*
Staff and Availability (Section 3-2-3)	*25*
Project Approach & Understanding (Section 3-2-4)	*25*
Cost Proposal (Section 3-2.5)	*25*

PRICE PROPOSAL FORM

RFP No. 20-037
Disaster Debris Management & Consulting Services

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Daily and weekly rates shall be based on 12-hour days, seven days per week.

Position	Hourly Rate	Daily Rates	Weekly Rates
Project Manager	$	$	$
Supervising Monitor	$	$	$
Loading Site Monitor	$	$	$
TDSRS Site Monitor	$	$	$
Roving Monitor	$	$	$
GIS Specialist	$	$	$
Administrative Support/Data Entry	$	$	$
Debris Management Consultant	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

	$	$	$
	$	$	$

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description:_____

_____

_____

_____

_____

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):_____

_____

_____

_____

_____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

_____ Name of Firm

_____ Address

_____ Authorized Signature

_____ City, State, Zip Code

_____ Title

(____) ____ - _____ Phone

_____ Date Signed

_____ E-mail

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		**W-9**	**Attached**
License #'s		**Sunbiz Detail by Entity Name**	**Attached**
Prior Firm Names		**Years in Business**	
Contact Name		**Phone Number**	
Title		**Email**	
Address			
List of Owners			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Reference Form (duplicate, as necessary)

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with St. Lucie County for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) 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 § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of St. Lucie County may terminate the contract or reject the bid.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of (name of bidder or contractor) is:_____

   _____

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in § 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is 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 § 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the

_____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____

Notary Public

My commission expires:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding $100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Proposer's Authorized Official

_____
Name of Title of Proposer's Authorized Official

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, the Proposer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

(3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

(7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Proposer's Authorized Official

_____

Name and Title of Proposer's Authorized Official

_____

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RF9 No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, April 15, 2020 at 4:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

Due to State of Emergency of COVID-19 (Coronavirus), RFP No. 20-037 has been suspended indefinitely. When the State of Emergency has been lifted all Planholder's will be notified of the new due date for this RFP.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 4, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, May 20, 2020 at 4:00 p.m.

Due to COVID-19, Responses to RFP No. 20-037 must be delivered to St. Lucie County Purchasing via US Mail, UPS or Federal Express. Please make sure that your submittal is received by the above date and time when submitting.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 7, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: Due to requirements for social distancing, would the County consider accepting electronic submissions in lieu of hand-delivered or mailed copies?

A1: No electronic or hand delivered cannot be accepted at this time. Proposals can only be submitted via US mail, Fed-ex or UPS. Please see Addendum No. 3.

Q2: Page 24, Part III of the RFP (section 3-2.4, item 4) states that the proposer must "*identify any modification your firm would require to the enclosed sample agreement prior to execution,*" but no sample agreement was provided. Will the County provide a sample agreement for proposers to review prior to award?

A2: A draft contract has been included with this addendum.

Q3: Is the County open to negotiating the terms and conditions of the agreement with the awarded proposer/contractor?

A3: Yes, on a very limited basis. There are certain terms and conditions in our contracts we cannot revise.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 8, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: The Price Proposal Form on page 26 of the RFP states, "daily and weekly rates shall be based on 12-hour days, seven days per week." However, the positions listed do not typically require equal working hours to perform the scope of work described in the RFP. Will the County consider reissuing the Price Proposal form to reflect weighted hours or hourly rates only, so proposers may provide a more accurate, estimated fee schedule?

A1: Yes, please see revised Price Proposal form. Please use this form in lieu of the form provided in the RFP document.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

8.E.2.
2021-51547
Choose Section-OFFICE OF MANAGEMENT & BUDGET
DATE: **1/19/2021**
*ACTION ITEM - REQUEST FOR PROPOSAL

AGENDA REQUEST

TO: **Board of County Commissioners**

PRESENTED BY: Desiree Cimino, Purchasing Manager

SUBMITTED BY: Office of Management & Budget

SUBJECT: Request for Proposal (RFP) No. 20-037 Disaster Debris Monitoring Management and Consultant Services

BACKGROUND:

On May 20, 2020, responses to RFP No. 20-037, Disaster Debris Monitoring Management and Consultant Services, were opened. Six proposals were received; 241 companies were notified and 32 RFP documents were distributed.

The purpose of this RFP is for a firm to assist in debris collection during disaster recovery. St. Lucie County seeks to establish contractual arrangements, with at least one (1) primary and up to two (2) additional qualified firms, to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis.
Hurricanes, tornadoes, and other natural and manmade events frequently produce substantial volumes of debris, creating hazardous conditions that impact public health, welfare and safety by obstructing roads, by creating obstacles to safe passage of emergency and essential pedestrian and vehicular traffic, and by notably increasing potential exposure to fire and hazardous materials. To mitigate the hazardous conditions, it is mandatory that there be an early, safe and rapid response to restoring safe and economically viable conditions by the removal of the debris in a prompt and environmentally protective manner.

The response of the selected monitoring proposer(s) to the disaster recovery process must be immediate, rapid and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state, and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract.

On December 9, 2020, the selection committee evaluated and ranked the proposals that were received. the committee members' scores and ranking for each firm are provided in Attachment A.

the short-listed firms in order of ranking are as follows:

1. True North Emergency Management of Arlington, Texas
2. Tetra Tech, Inc. - Maitland, Florida
3. Thompson Consulting Services, LLC - Lake Mary, Florida

PREVIOUS ACTION:

N/A

FINANCIAL IMPACT:

Funds are available in 401-3410-534000-340000, Solid Waste - Other Contractual Services.

RECOMMENDATION:

Staff recommends Board approval to award RFP No. 20-037, Disaster Debris Monitoring Management and Consultant Services, to True North Emergency Management, as the primary consultant and Thompson Consulting Services, Tetra Tech, as the secondary consultants and authorization for the Chairman to sign documents as approved by the County Attorney.

COMMISSION ACTION:

RESULT:	Approve
MOVER:	Commissioner District 3 Linda Bartz
SECONDER:	Commissioner District 5 Cathy Townsend
AYES:	Sean Mitchell, Linda Bartz, Frannie Hutchinson, Cathy Townsend
NAYS:	None
EXCUSED:	None

Coordination/Signatures

George Landry, Interim Director of Public Utilities — Date: January 07, 2021

Jennifer Hill, Office of Management & Budget Director — Date: January 13, 2021

Daniel McIntyre, County Attorney

Date: January 13, 2021

Howard Tipton, County Administrator

Date: January 14, 2021

NEELINC-01 SSHOWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2021

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

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

PRODUCER The Nowell Agency, Inc. 1498 Old Fannin Road Brandon, MS 39047	CONTACT NAME: Sandy P Shows PHONE (A/C, No, Ext): FAX (A/C, No): (601) 939-8800 E-MAIL ADDRESS: sandy.shows@nowellagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nationwide Property And Casualty Co.	37877
INSURED True North Emergency Management, LLC P.O. Box 22625 125 S Congress Street Ste 1100 Jackson, MS 39225	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		ACPGLKO5694886691	4/1/2020	4/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		BAK5694886691	4/1/2020	4/1/2021	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: St. Lucie County - RFP No. 20-037 Disaster Debris Monitoring Management Consulting Services

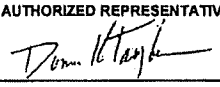
CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

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



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Client#: 46612 NEELSCHA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/04/2021

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

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

PRODUCER	CONTACT NAME: Carly Underwood	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.5324	FAX (A/C, No): 770.550.4082
	E-MAIL ADDRESS: carly.underwood@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURED TrueNorth Emergency Management, LLC 2501 Avenue J, Suite 120 Arlington, TX 76006	INSURER B : Beazley Insurance Company, Inc.	37540
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 20-21** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2Z91467100010	04/01/2020	04/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			V1CDA5200501	11/15/2020	11/15/2021	Per Claim $5,000,000 Aggregate $5,000,000	

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

Re: St. Lucie County - RFP No. 20-037 Disaster Debris Monitoring Management & Consulting Services.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER	CANCELLATION
St. Lucie County 2300 Virginia Avenue Fort Pierce, FL 34982-0000	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 D. H. Collins

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City Commission Regular Meeting - 5:05 pm **11. d.**

Meeting Date: 08/15/2022

Re: Mutual Benefit and Use Agreement - Ceres Environmental Services Renewal

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

SUBJECT:

Approve the Mutual Benefit and Use Agreement with Ceres Environmental Services, for Emergency Debris Removal Services for the 2022 Hurricane Season.

SUMMARY:

Approve the Mutual Benefit and Use Agreement with Ceres Environmental Services, for Emergency Debris Removal Services for the 2022 Hurricane Season.

RECOMMENDATION:

Approve as Recommended to the City Commission.

ALTERNATIVES:

Will Proceed as Directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2021/22
Account:	n/a
Amount:	n/a

OTHER INFORMATION:

The cost is determined on an as needed basis.

Attachments

Mutual Benefit and Use Agreement - Ceres Environmental Services Renewal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/10/2022 04:01 PM
Form Started By: Kaitlyn Ballard		Started On: 08/08/2022 11:07 AM

Final Approval Date: 08/10/2022

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIKE REALS, DIRECTOR OF PUBLIC WORKS

FROM: SARA HEDGES, ASSISTANT CITY ATTORNEY SH

THROUGH: TANYA EARLEY, CITY ATTORNEY TME

RE: MUTUAL BENEFIT AND USE AGREEMENT – CERES ENVIRONMENTAL SERVICES RENEWAL

CAO RLS FILE: 22-167

DATE: AUGUST 5, 2022

I have reviewed the above Request for Legal Services (RLS) as it relates to the piggyback contract with Ceres Environmental Services. It is approved as to Form and Correctness. Please make sure the full contract between the County and Ceres Environmental Services is included as part of our contract.

If you have any questions, please contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

RECEIVED
AUG 0 1 2022
City Attorney

CITY ATTORNEY USE ONLY

Date Received:	8·1·22
Assigned To:	
File:	22-167
Due Date:	
Hours:	

Received
JUL 2 8 2022
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

TO: TANYA EARLEY, CITY ATTORNEY

SUBMITTED BY: MIKE REALS, DIRECTOR OF PUBLIC WORKS

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., ICMA-CM, CITY MANAGER NCM

RE: MUTUAL BENEFIT AND USE AGREEMENT - CERES ENVIRONMENTAL SERVICES RENEWAL

DATE: JULY 28, 2022

Service Required: (please circle or underline)

Review Documents	**Draft Document**	**Written Opinion Requested**
Attend Meetings	**Advise**	**Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Please review the Mutual Benefit and Use Agreement with Ceres Environmental for Service Renewal.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** NA

3. **Time considerations and their significance:** Please review at earliest convenience, as this item needs to go before the City Commission at the August 15, 2022, Commission Meeting.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes.

5. **Factual background:** The City of Fort Pierce would like to renew the existing Mutual Benefit and Use Agreement with Ceres Environmental Services for emergency debris removal services. This is an existing service that would like to be continued.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** Attached

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** City of Fort Pierce – City Attorney's Office

8. **If this is a request for review of a contract, provide the following:**

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** Finance Department, Public Works Department, Purchasing Division

    b. **Insurance requirements that differ from the City's template insurance terms:** N/A

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO : Nick Mimms, P.E., City Manager

THROUGH : Johnna Morris, Director of Finance

FROM : Georgia Montgomery, Purchasing Agent

RE : Mutual Benefit and Use Agreement – Ceres Environmental Services *Renewal*

DATE : July 13, 2022

Attached you will find the current Mutual Benefit and Use Agreement between the City of Fort Pierce and Ceres Environmental Services, Inc. for Emergency Debris Removal Services. This new agreement requires your signature for the 2022 Hurricane Season.

If you have questions, please let me know.

Received
JUL 13 2022
City of Fort Pierce
City Manager's Office

Thanks in advance,

/gm

Attachments

NM

MUTUAL BENEFIT AND USE AGREEMENT

ADOPTION OF ST LUCIE COUNTY, RFP NO. 21-037
EMERGENCY DEBRIS REMOVAL CONTRACT

WHEREAS it is foreseen that it may be in the public interest to expedient Emergency Debris Removal Services within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS, the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to Emergency Debris Removal Services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, St Lucie County, FL has selected through competitive process (RFP No. 21-037) a firm proficient in providing debris removal services; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by St. Lucie County, FL and endorses with the process and selection; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Emergency Debris Removal Services between **St. Lucie County and Ceres Environmental Services**, and has found the Scope of Services, prices, and terms, and conditions as set out in this Contract to be reasonable, acceptable, and of benefit to their citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **Ceres Environmental Services** for Debris Removal Services without modification to the original terms, conditions or pricing. Having full authority, the parties do hereby complete this Agreement by signing below

_____	_____
Authorized Signor for Ceres Environmental	Authorized Signor City of Fort Pierce
Tia Laurie	_____
Printed Name	Printed Name
Corporate Secretary	_____
Title	Title
June 23, 2022	_____
Date	Date

Gelencia Carter

From: Gelencia Carter
Sent: Wednesday, June 22, 2022 4:08 PM
To: Tia.Laurie@ceresenv.com
Cc: Georgia Montgomery
Subject: 2022 Mutual Benefit Agreement
Attachments: MBUA -CERES 2022.pdf

Good afternoon, Tia,

Attached is you will find the 2022 Mutual Benefit and Use Agreement, adoption of SLC, RFP No. 21-037, for execution by your firm. Please sign (blue ink preferred) and return via email. Once received the agreement will be routed to the City Manager for final execution and a fully executed agreement will be sent for your records.

After reviewing the document, if revisions are necessary, feel free to contact me.

Best regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce
Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950
Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

C22-02-156

EMERGENCY DEBRIS REMOVAL CONTRACT

THIS CONTRACT, made this 15th day of February, 2022, between ST. LUCIE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and CERES ENVIRONMENTAL SERVICES, INC., or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK/SCOPE OF SERVICES**

It is agreed that the Work to be done under this Contract is: **Emergency Debris Removal** as further described in St. Lucie County Request for Proposals **RFP# 21-037**, made a part hereof by this reference. Scope of Services are including, but not limited to the following:

- Emergency Road Clearance
- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- DMS(s) Management, Operations and Reduction through Grinding
- DMS(s) Management, Operations and Reduction through Above Ground Air Curtain Incineration
- Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- Removal of Hazardous Trees and Hangers
- Removal of Hazardous Stumps
- ROW White Goods Debris Removal
- Household Hazardous Waste (HHW) Removal, Transport and Disposal
- E-Waste Removal
- Abandoned Vehicle and Vessel Removal
- Dead Animal Carcasses

The Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established

management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor shall be able to assemble trucks, equipment, materials and crews immediately following a disaster, giving the County of Deltona priority status.

The Contractor shall contact County Project Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within St. Lucie County for which there is no advance warning. After a disaster occurs, a designated St. Lucie County employee will contact the Contractor holding the Disaster Debris Removal and Disposal contract to advise them of the County intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County will issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor will send a management team to report to the County Project Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor shall begin within twenty-four (24) hours of notification by the County. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

3. **PROJECT MANAGER**

The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Contractor is ~~Dawn Brown~~ at ~~(800) 218-4424~~;
Stanley Bloodworth 601-529-4805

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and

oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 33 inclusive.
B. Contractor's Proposal, consisting of 22 pages, including:
   Form 1 – Proposer Information and Authorization Signature
   Form 2 – Non-Collusion Affidavit
   Form 3 – Corporate Resolution
   Form 4 – Confirmation of Drug-Free Workplace
   Form 5 – Public Entity Crime Affidavit
   Form 6 – Hold Harmless and Indemnity Agreement
   Form 7 – Certification Regarding Debarment & Suspension
   Form 8 – Anti-Lobbying Certification
   Form 9 – Hourly Labor, Equipment and Material Price Schedule and the Unit rate Price Schedule
C. RFP Documents, consisting of 76 pages
D. Addenda No. 01
E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. **PERFORMANCE GUARANTY**

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be

made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal terms pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

7. **DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the Work is not completed within the time herein the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum as follows per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted and/or as indicated.

(A) The Contractor shall pay the County, as liquidated damages, **$1000.00** (one thousand and 00/100 dollars) per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

(B) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

(C) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages

This sum shall represent the liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to Form #9 Hourly Labor, Equipment and Materials Price Schedule attached

9. **PAYMENT TERMS/SCHEDULE**

The County shall make payments on account of the Contract as follows:

Payment to the Contractor shall be due within 30 calendar days after the date on which the payment request or invoice is stamped as received by the County.

A five percent (5%) retainage will be withheld from each invoice until the end of the project. In order to release the retainage, the Contractor(s) must successfully complete the project, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

The County may reject the payment request or invoice in writing within 20 calendar days after the date on which the payment request or invoice is stamped as received by the County, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as by the County. All applications for payment submitted by the Contractor shall reference the County's Contract number.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set-forth in this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 calendar days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 calendar days after subcontractor's receipt of payment.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that

any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. No separate payment will be made for mobilization and demobilization operations. These costs are included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

e. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

f. Payment for disposal cost incurred by the Contractor at County approved Final Disposal Sites will be made at the cost incurred by the Contractor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the County. The Contractor shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Contractor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

g. Contractor must submit a final invoice within 30 calendar days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris

Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

h. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds.

i. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Contractor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

10. **SUBCONTRACTORS**

The County prefers that the Contractor provide all services needed to comply with the Contract. Should a subcontractor be needed, the Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Contractor to ensure that subcontractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project. In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

11. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

12. **PUBLIC RECORDS**

The Contractor 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 Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. **ACCESS TO RECORDS**

The following access to records requirement applies to this Contract:

(i) Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

14. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

15. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

16. **INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the County, State of Florida, the Federal Government its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Contractor, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement. If the Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

18. **INSURANCE**

Each such General Liability Certificate shall include the following wording: **"St. Lucie County, its officers, agents and employees are named as additional insured with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal".**

A. **Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not

less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

B. **Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

C. **Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

19. **DEFAULT; TERMINATION**

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms specified herein; or, if none specified, the County may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, 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 government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) 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 § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

20. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

21. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

22. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

23. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

24. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

25. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

26. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
Ceres Environmental Services, Inc.
Attn: ~~Dawn Brown~~ Tia Laurie
6968 Professional Parkway
Sarasota, Florida 34240
Phone: ~~(800) 218-4424~~ 941-358-6363
Email: ~~dawn.brown@ceresenv.com~~ tia.laurie@ceresenv.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

27. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

28. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

29. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual

agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

30. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

31. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

33. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the Services covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

34. **DAVIS-BACON ACT**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this

section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal awarding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

35. **COPELAND ANTI-KICKBACK ACT**

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as contractor and subcontractor as provided in 29 C.F.R. § 5.12.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September

24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with Contractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such State; and refer the case to the Department of Justice for appropriate legal proceedings.

37. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

(A) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

39. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

A. COMPLIANCE WITH CLEAN AIR ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

B. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

40. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

42. **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(iii) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

43. **REMEDIES**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by the County as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

44. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

   A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

   D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—

   A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

   A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

46. **CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

47. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

48. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

49. **DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Contractor must at all time provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Contractor must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Contractor shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Contractor must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Vera Smith

DEPUTY CLERK

COUNTY COMMISSIONERS * ST. LUCIE COUNTY, FLORIDA *

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

CERES ENVIRONMENTAL SERVICES, INC.

BY: _____

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: Ceres Environmental Services, Inc.

F.E.I.N. or Social Security Number: 41-1816075

Mailing Address: 6968 Professional Parkway

City, State, Zip: Sarasota, Florida 34240

Telephone Number: (800) 218-4424 Fax Number: (866) 228-5636

E-mail Address dawn.brown@ceresenv.com

Type of Entity: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other

State of Incorporation: Florida Year of Incorporation: 1995

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. 1 Dated: April 7, 2021 No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): Dawn Brown

Type or Printed Name: Dawn Brown

Title: Assistant Corporate Secretary

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF Florida ;
COUNTY OF Sarasota ;

Dawn Brown being first duly sworn, deposes and says that:

1. The undersigned is the Officer (Assistant Corporate Secretary) (Owner, Partner, Officer, Representative or Agent) of Ceres Environmental Services, Inc. (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: Dawn Brown
Dawn Brown, Assistant Corporate ~~Secretary~~

Sworn to and subscribed before me on this 12th day of April, 2021 by Dawn Brown who ☒ is personally known to me or who ☐ has presented the following type of identification: Not applicable.

Signature of Notary Public, State of ~~Florida~~ Minnesota

Wanapa Bountham

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Wanapa P. Bountham
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

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FORM #3 CORPORATE RESOLUTION

I, See attached corporate resolution., Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

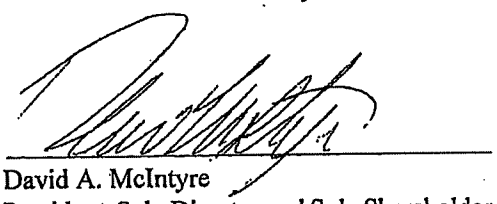
The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 7th day of April, 2021:

WHEREAS, the Corporation desires to prepare and submit proposals and bids in response to various government solicitations, requests for bids, and requests for proposals and the Corporation desires to grant the Assistant Corporate Secretary of the Corporation, Dawn Brown, the authority to sign and submit such bids on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Dawn Brown, Assistant Corporate Secretary of the Corporation, the authority to sign and bind the Corporation in matters related to the preparation and submittal of bids and responses to requests for proposals to government entities and agencies.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President, Sole Director and Sole Shareholder

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, 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 workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). 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 prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee 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 contenders to, any violation of Chapter 893 Florida Statutes 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 the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Dawn Brown

Signature of Proposer's Authorized Representative
Dawn Brown, Assistant Corporate Secretary

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

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

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

STATE OF Florida;
COUNTY OF Sarasota;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by Ceres Environmental Services, Inc. (name of entity submitting sworn statement) whose business address is 6968 Professional Parkway, Sarasota, Florida 34240 and (if applicable) its Federal Employer Identification Number (FEIN) is 41-1816075.

3. My name is Dawn Brown and my relationship to the entity named above is Assistant Corporate Secretary.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

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

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Dawn Brown

Signature Dawn Brown, Assistant Corporate Secretary

Sworn to and subscribed before me on this 12th day of April, 20 21
by Dawn Brown who ☒ is personally known to me or who ☐ has presented the following type of identification: Not applicable.

Signature of Notary Public, State of ~~Florida~~ Minnesota

Wanapa Bountham

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Wanapa P. Bountham
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

1144958800035

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

Ceres Environmental Services, Inc. , agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Signature of Proposer's Authorized Representative
Dawn Brown, Assistant Corporate Secretary

April 12, 2021
Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ceres Environmental Services, Inc.
CONTRACTOR Company Name

RFP No. 21-037
Contract Number

Dawn Brown
Name

Assistant Corporate Secretary
Title

Dawn Brown
Signature

April 12, 2021
Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Ceres Environmental Services, Inc.
CONTRACTOR Name

Dawn Brown
Signature of Contractor's Authorized Official

Dawn Brown, Assistant Corporate Secretary
Name and Title of Contractor's Authorized Official

April 12, 2021
Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350	$124.00	$43,400.00
50' Bucket Truck	350	$159.00	$55,650.00
Crash Truck w/impact Attenuator	140	$102.70	$14,378.00
Dozer, Tracked, D3 or Equivalent	70	$105.00	$7,350.00
Dozer, Tracked, D4 or Equivalent	140	$120.00	$16,800.00
Dozer, Tracked, D5 or Equivalent	210	$130.00	$27,300.00
Dozer, Tracked, D8 or Equivalent	210	$180.00	$37,800.00
Dump Truck, 16 +/- CY	140	$95.00	$13,300.00
Dump Truck, 20 +/- CY	210	$105.00	$22,050.00
Dump Truck, 38 +/- CY	210	$115.00	$24,150.00
Generator, 5.5 kW, List kW Capacity	140	$37.66	$5,272.40
Generator, 200 kW, List kW Capacity	140	$301.30	$42,182.00
Generator, 2,500 kW, List kW Capacity	210	$1,029.88	$216,274.80
Light Plant with Fuel and Support	350	$22.01	$7,703.50
Grader w/12" Blade (Min. 30,000 LB)	70	$186.68	$13,067.60
Hydraulic Excavator, 1.5 CY	140	$145.00	$20,300.00
Hydraulic Excavator, 2.5 CY	140	$195.00	$27,300.00
Knuckleboom Loader	350	$161.39	$56,486.50
Lowboy Trailer w/Tractor	140	$125.00	$17,500.00
Mobile Crane up to 15 ton	140	$183.40	$25,676.00
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$36.68	$2,567.60
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$84.00	$5,880.00
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$95.37	$6,675.90
Vac Truck (Mist Capacity), List capacity	210	$227.42	$47,758.20

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Pickup Truck, I ton	70	$18.00	$1,260.00
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140	$79.00	$11,060.00
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140	$82.00	$11,480.00
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140	$79.00	$11,060.00
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140	$82.00	$11,480.00
Tub Grinder, 800 to 1,000 HP	350	$476.84	$166,894.00
Hydraulic Excavator, 1.5 CY (w/thumb)	140	$165.00	$23,100.00
Hydraulic Excavator, 2.5 CY (w/thumb)	140	$215.00	$30,100.00
Truck, Flatbed	70	$65.00	$4,550.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350	$22.01	$7,703.50
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350	$92.00	$32,200.00
Wheel Loader, 3 CY, 152 HP	140	$110.00	$15,400.00
Wheel Loader, 4.0 CY, 200 HP	140	$125.00	$17,500.00
Wheel Loader, 1.5 CY, 95 HP	210	$100.00	$21,000.00
Equipment with Operator Grand Total Extended Price:			$1,121,610.00
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70	$87.72	$6,140.40
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140	$59.42	$8,318.80

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350	$70.00	$24,500.00
Laborer w/Chainsaw and gear	350	$48.44	$16,954.00
Laborer w/small tools, traffic control or flag person	350	$42.00	$14,700.00
Bonded and Certified Security Personnel	140	$46.00	$6,440.00
Labor Category Grand Total Extended Price:			$77,053.20
Others not listed in labor category – Please list below			
Crew Category	**Estimated Hours**	**Hourly Labor Rate**	**Total Extended Price**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350	$298.00	$104,300.00
Crew Category Grand Total Extended Price:			$104,300.00
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)		$1,302,963.20	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000	$7.95	$795,000.00	$91.43
16 to 30 Miles	125,000	$8.05	$1,006,250.00	$92.58
31 to 60 Miles	75,000	$8.15	$611,250.00	$93.73
Greater than 60 Miles	50,000	$8.25	$412,500.00	$94.88

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000	$7.95	$119,250.00	$67.58
16 to 30 Miles	25,000	$8.25	$206,250.00	$70.13
31 to 60 Miles	25,000	$8.45	$211,250.00	$71.83
Greater than 60 Miles	15,000	$8.65	$129,750.00	$73.53

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$13.95	$69,750.00	$90.68
16 to 30 Miles	10,000	$14.75	$147,500.00	$95.88

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

31 to 60 Miles	10,000	$15.50	$155,000.00	$100.75
Greater than 60 Miles	5,000	$15.95	$79,750.00	$103.68

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$18.05	$90,250.00	$117.33
16 to 30 Miles	10,000	$18.75	$187,500.00	$121.88
31 to 60 Miles	10,000	$19.55	$195,500.00	$127.08
Greater than 60 Miles	5,000	$19.95	$99,750.00	$129.68

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.65	$638,750.00	$49.98

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.15	$551,250.00	$46.98

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100	$3.55	$21,655.00	$17.75
16 to 30 Miles	9,100	$4.20	$38,220.00	$21.00
31 to 60 Miles	15,000	$4.45	$66,750.00	$22.25
Greater than 60 Miles	30,000	$5.95	$178,500.00	$29.75

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500	$25.00	$37,500.00	
13 inch to 24.99 inch diameter	1,000	$60.00	$60,000.00	
25 inch to 36.99 inch diameter	750	$110.00	$82,500.00	
37 inch to 48.99 inch diameter	300	$190.00	$57,000.00	
49 inch to larger diameter	100	$400.00	$40,000.00	
Hanger Removal (per Tree)	3,000	$98.00	$294,000.00	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500	$200.00	$100,000.00	
37 inch to 48.99 inch diameter	250	$325.00	$81,250.00	
49 inch and larger diameter		$695.00	$695.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250	$79.00	$19,750.00	
Washers, dryers, stoves, ovens and hot water heaters	500	$49.00	$24,500.00	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000	$2.98	$29,800.00	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250	$59.00	$14,750.00	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50	$225.00	$11,250.00	
Single Axle	25	$225.00	$5,625.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Double Axle	25	$275.00	$6,875.00	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75	$125.00	$9,375.00	
Vessels 21 linear feet or greater	50	$998.00	$49,900.00	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000	$0.95	$9,500.00	
GRAND TOTAL OF SCHEDULE 2		$6,945,895.00		

Ceres Environmental Services, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Dawn Brown, Assistant Corporate Secretary
Name and Title of Contractor's Authorized Official

April 12, 2021
Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

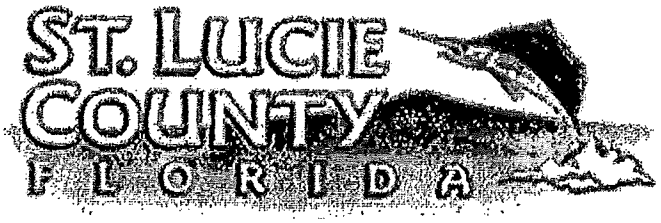
Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Ceres Environmental Services, Inc.

Signature: _____
Dawn Brown, Assistant Corporate Secretary

Date: April 12, 2021



REQUEST FOR PROPOSALS

RFP No. 21-037
Emergency Debris Removal

Due Date: Wednesday, April 14, 2021
Due Time: 3:00 P.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
P (772) 462-1700
F (772) 462-1704

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP)

RFP No. 21-037
Emergency Debris Removal

Sealed Proposals from qualified firms or individuals to provide emergency debris removal services as listed in Request for Proposal No. 21-037 will be received at the St. Lucie County Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, Florida 34982, **until 3:00 p.m. Local Time, on Wednesday, April 14, 2021,** at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Room 228, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of 90 calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish Date: Sunday, March 7, 2021

TABLE OF CONTENTS

PART I	GENERAL INFORMATION
1-1	Definitions
1-2	Invitation to Propose; Purpose
1-3	Issuing Office and Location of Proposal Opening
1-4	Contract Awards
1-5	Development Costs
1-6	Inquiries
1-7	Timetables
1-8	Delays
1-9	Proposal Submission and Withdrawal
1-10	Irregularities; Rejection of Proposals
1-11	Addenda
1-12	Equal Opportunity
1-13	Oral Presentation
1-14	Insurance
1-15	Lobbyist Disclosure Requirement
1-16	Feasibility Studies
1-17	Funding
Part II	SCOPE OF WORK
2-1	Introduction
2-2	St. Lucie County Background
2-3	Project Intent
2-4	Delivery and Completion of Work from the Date of the Notice to Proceed
2-5	Protection of Property
2-6	Terms and Definitions
2-6.1	Acronyms
2-7	Scope of Services
2-7.1	Emergency Road Clearance
2-7.2	ROW Vegetative Debris Removal
2-7.3	ROW C7D Debris Removal
2-7.4	Demolition, Removal, Transport, and Disposal of Non-RACM Structures
2-7.5	Demolition, Removal, Transport, and Disposal of RACM Structures
2-7.6	DMS Management, Operations, and Reduction through Grinding
2-7.7	DMS Management, Operations, and Reduction Through Above Ground Air Curtain Incineration
2-7.8	Haul-Out of Reduced Debris to a County Approved Final Disposal Site
2-7.9	Removal of Hazardous Trees and Hangers
2-7.10	Removal of Hazardous Stumps
2-7.11	Documentation Requirements for Hangers, Hazardous Tress, and Hazardous

	Stumps
2-7.12	ROW White Goods Debris Removal
2-7.13	Household Hazardous Waste (HHW) Removal, Transport, and Disposal
2-7.14	E-Waste Removal
2-7.15	Abandoned Vehicle and Vessel Removal
2-7.16	Dead Animal Carcasses
2-7.17	Other Debris Removal Work
2-7.18	Pre-Event Coordination Meeting
2-7.19	Description of Designated Areas
2-7.20	Debris Management Sites (DMS)
2-8	Technical Specifications
2-8.1	Termination for Convenience
2-8.2	Notice to Proceed
2-8.3	Changes in Scope of Work
2-8.4	Safety
2-8.5	On-Site Project Manager
2-8.6	Superintendent Shall Be Supplied by the Vendors
2-8.7	Equipment
2-8.8	Traffic Control
2-8.9	Rapid Response Crew
2-8.10	Hazardous Materials and Household Hazardous Waste
2-8.11	Work Hours
2-8.12	Time of Completion
2-8.13	Liquidated Damages
2-8.14	Damages
2-8.15	Existing Utilities
2-8.16	Debris Site Tower Specifications
2-8.17	Facilities at DMS Locations
2-8.18	Ownership of Debris
2-8.19	Environmental Protection
2-8.20	Documentation and Measurement
2-8.21	Payment
2-8.22	FHWA-ER Program Contract Requirements
2-8.23	Final Project Close Out
2-8.24	Distribution of Work
2-8.25	County's Debris Monitoring Consultant
2-9	Subcontractors
2-10	Contract Terms
Part III	INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS
A.	Cover Page
B.	Tabbed Sections

Tab 1	Required Forms
Tab 2	Executive Summary
Tab 3	Proposer Experience and Qualifications
Tab 4	References
Tab 5	Existing Contractual Obligations
Tab 6	Methodology, Technical Plan, and Approach
Tab 7	Cost Proposal
Part IV	SELECTION CRITERIA AND EVALUATION METHOD
4-1	General
4-2	Minimum Qualifications and Experience
4-3	Evaluation Method and Scoring Criteria
4-3.1	Compliance with Request for Proposals
4-3.2	Respondents Experience, Qualifications, Existing Contracts, and References
4-3.3	Methodology, Technical Plan, and Approach
4-3.4	Cost Proposal
Part V	REQUIRED FORMS PACKET
Form #1	Proposer Information and Authorized Signature
Form #2	Non-Collusion Affidavit
Form #3	Corporate Resolution
Form #4	Confirmation of Drug-Free Workplace
Form #5	Public Entity Crime Affidavit
Form #6	Hold Harmless and Indemnity Agreement
Form #7	Certification Regarding Debarment & Suspension
Form #8	Anti-Lobbying Certification
Form #9	Schedule 1 – Hourly Labor, Equipment, and Material Price Schedule
	Schedule 2 – Unit Rate Price Schedule

PART I: GENERAL INFORMATION

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible Proposers to provide emergency debris removal services.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board reserves the right to award a contract to other than the lowest price offeror. The Board reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Desiree Cimino – Purchasing Manager
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida, 34982.
Fax Number: 772-462-1704
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries as noted below.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It will be the Proposers responsibility to make sure all addendums are received.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

A. On March 7, 2021, the Board issues the RFP.

B. From March 7, 2021 to April 7, 2021, the County will receive and answer inquiries received by e-mail at ciminod@stlucieco.org.

C. The County must receive the proposals by 3:00 PM on April 14, 2021.

D. From opening time, County staff will review and evaluate the proposals on a timely basis.

E. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows:

"RFP No. 21-037 Emergency Debris Removal"

The envelope shall also include the Proposer's return address.

Proposers shall submit one unbound original (hardcopy), one electronic copy on flash drive and six bound hard copies of the proposal in a sealed, envelope, box, or container marked as noted above. The Proposer may submit the proposal in person or by mail.

The County must receive all proposals by 3:00 PM on April 14, 2021.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions.

1-11 ADDENDA

If revisions become necessary, the County will post written addenda on www.DemandStar.com at least five days prior to the opening date to all Proposers who receive the RFP.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small and minority businesses, women's business enterprises, and labor area surplus firms (as listed by the U.S. Department of Labor at https://www.doleta.gov/programs/lsa.cfm). The County requests these businesses to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At its discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services. The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Further, contractors that apply or bid for an award of $100,000 or more that may be funded in whole or in part with Federal funds must also submit the anti-lobbying certification attached hereto as Form #8.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-17 FUNDING

The County intends to seek reimbursement for the costs of the contract from the Federal Emergency Management Agency (FEMA). Accordingly, the contractor will be required to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PART II: SCOPE OF WORK

2-1 INTRODUCTION

St. Lucie County Board of County Commissioners is seeking proposals from qualified firms to provide professional services for the collection and disposal of disaster debris collection activities for the County. The Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will advise and support the County during a disaster recovery effort and will be responsible for the overall collection and disposal of debris. This will include services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County in response to an emergency event such as, but not limited to, hurricane, tornadoes, flooding, fires or other natural or manmade disaster(s). The Contractor shall coordinate with the County's current disaster debris monitor consultant(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposal (RFP) is to put in place an indefinite delivery/quantity agreement for the collection and disposal management and support services based upon the specifications detailed herein. Work authorizations will be issued against the Agreement, as necessary to complete work.

2-2 ST. LUCIE COUNTY BACKGROUND

St. Lucie County is located on the Atlantic Coast of Florida between Martin County to the south and Indian River County to the north. St. Lucie County covers a total area of 688.10 square miles of which 575.5 square miles is land and 115.6 square miles is water area. The county encompasses the incorporated cities of Port St. Lucie and St. Lucie Village and the City of Ft. Pierce (county seat).

The entire county had a large growth rate over the last 50 years, growing from a population of 50,836 in 1970 to 344,041 in 2020. The population of the unincorporated areas of the County is 71,620.

2-3 PROJECT INTENT

The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. The intent of these documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor.

Performance by the Contractor shall be required only to the extent consistent with these documents and reasonably inferable from them as being necessary to produce the intended results.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The successful Contractor shall have broad experience in the areas of providing the collection and disposal of disaster debris, and any additional or required tasks, as deemed necessary to complete the project successfully.

The scope of work performed by the Contractor shall adhere and be followed in accordance with the guidelines set forth within the most current version of FEMA's Public Assistance Program and Policy Guide, FP-104-009-2 (the "PAPPG") (as of this writing the current version is version 4.0, published June 1, 2020). The PAPPG supersedes FEMA 321 / Public Assistance Policy Digest, FEMA 322 / Public Assistance Guide, and FEMA 325 / Public Assistance Debris Management Guide, although Contractor may still consult these resources for general guidance. The collection, removal, and disposal of debris work requires that workers are performing eligible work in accordance with any public assistance guidelines including but not limited to Federal, State and Local regulations.

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County, Florida in response to an emergency event such as, but not limited to, hurricane(s), tornadoes, flooding, fire or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendor(s) with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in St. Lucie County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200, (§ 200.317-200.327, Procurement Standards) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The County currently has separate contracts to provide that service. This RFP is specifically for Emergency Debris Removal Services. Vendors shall not include proposals that include Debris Monitoring Services. One or more Vendor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

Scope of services under this contract includes, but is not limited to:

2-4 DELIVERY AND COMPLETION OF WORK FROM THE DATE OF THE NOTICE TO PROCEED

The County will issue the official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile, mail, or email. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the vendor to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the Vendor shall provide the County with a reasonable time frame in which the work will be completed. The County will use the Vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the County's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2-5 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

2-6 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

a. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager to take actions as described in this RFP and the resulting Contract.

b. **Chipping or Mulching** – see Grinding.

c. **Cleanup Crew** – A group of individuals and/or an individual employed by the Debris Removal Vendor to collect disaster debris.

d. **Construction and Demolition Debris (C&D)** – FEMA's PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

e. **County** – St. Lucie County, Florida

f. **County Approved Final Disposal Site** – a final disposal location approved in writing by the County.

g. **County Debris Manager** – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

h. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property.

i. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

j. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

k. **Debris Monitoring** – Actions taken by the County in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

n. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

o. **Designated Area** – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.

p. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of

the Public Assistance grant program and FEMA's PAPPG and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project. Generally, eligible work is:

- Required as a result of the declared incident;
- Located within the designated area; and
- The legal responsibility of the County.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

t. **E-Waste** – End of life electronics, typically televisions, computers and related components.

u. **FEMA Public Assistance Program and Policy Guide (PAPPG)** – FEMA's comprehensive guidance regarding the policy and program administration of the Public Assistance Program, including eligibility requirements and rules related to disaster debris removal.

v. **FEMA Publication 325 Debris Management Guide** – This publication has been superseded by the PAPPG, but may still be referred to as a reference. It is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses.

w. **Field Inspector** – See Monitor.

x. **Garbage** – Waste that is regularly collected through the County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

y. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

z. **Hangers** – A hanger is a broken limb or branch. The current eligibility requirements for removal of a hanger according to FEMA's PAPPG are:

- The limbs or branches must be greater than two inches in diameter, measured at the point of break; and

- The limbs or branches must post an immediate threat, e.g., hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction.

aa. **Hazardous Stump** – a tree stump that has 50% of the root-ball exposed. Removal of the stump and filling the root-ball hole is eligible. If grinding the stump in-place is less costly than extraction, grinding the stump in-place is eligible.

FEMA only reimburses contracted stump removal on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

bb. **Hazardous Tree** – FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

cc. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and

Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

dd. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ee. **Household Hazardous Waste (HHW)** –a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ff. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector"

gg. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

hh. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ii. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

jj. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

kk. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

ll. **Temporary Debris Staging and Processing Facility (TDSPF)** – Site for the staging and processing of collected debris prior to final disposal. May also be referred to as a Debris Management Site (DMS).

mm. **Temporary Debris Storage and Reduction Site (TDSR)** – Site designated by the County for the storage and reduction of disaster related debris.

nn. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

oo. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

pp. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

qq. **Vendor** – the term "Vendor" as used herein, refers to the vendor(s) selected to conduct debris removal operations per the terms of the contract. The term includes primary vendor(s), subcontractors, and individual crews.

rr. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils. The County will identify certified recycling centers that are permitted to take white goods.

2-6.1 ACRONYMS

ACM - Asbestos Containing Material
C&D - Construction and Demolition
CFR - Code of Federal Regulations
DMS - Debris Management Site
EO - Executive Order
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection
FDOT - Florida Department of Transportation
FEMA - Federal Emergency Management Agency
FHWA - Federal Highway Administration

GPS - Global Positioning System
HHW - Household Hazardous Waste
OSHA - Occupational Safety and Health Administration
PA - Public Assistance
PPDR - Private Property Debris Removal
PPE - Personal Protective Equipment
PW - Project Worksheet
RACM - Regulated Asbestos Containing Material
RCRA - Resource Conservation and Recovery Act
ROE - Right-of-Entry
ROW - Right-of-Way
RRC - Rapid Response Crew
SWMF - Solid Waste Management Facility
TDSPF - Temporary Debris Staging and Processing Facility
TDSR - Site Temporary Debris Storage and Reduction Site
USACE - United States Army Corps of Engineers
VOCs - Volatile Organic Compounds

2-7 SCOPE OF SERVICES

The selected Vendor shall be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Vendor(s) shall be able to assemble trucks, equipment, materials, and crews immediately following a disaster, giving the County priority status.

At a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the County for which there is no advance warning, a designated County employee will contact the Vendor(s) to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County must issue a written Notice to Proceed. Within 8 hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the County Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within 24 hours of notification by the County. Within 72 hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue debris removal operations. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under the awarded contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time

Notice to Proceed is issued and executed by the County for the Vendor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

2-7.1 EMERGENCY ROAD CLEARANCE

At the request of the County for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Vendor's 70-hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Vendor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2-7.2 ROW VEGETATIVE DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close

proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

2-7.3 ROW C&D DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

g. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.

h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2-7.4 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property

debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

2-7.5 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

2-7.6 DMS MANAGEMENT, OPERATIONS, AND REDUCTION THROUGH GRINDING

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices.

i. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

j. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

k. Vendor is responsible for providing 24 hour DMS(s) security.

l. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

m. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2-8.16: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.7 DMS MANAGEMENT, OPERATIONS AND REDUCTION THROUGH ABOVE GROUND AIR CURTAIN INCINERATION

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator

(ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS locations includes obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.

b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA, and FDEP guidelines.

c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.

i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed, mixed in, or picked up accidently with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.

m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2-8.16: Debris Site Tower Specifications).

A. Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, seeding, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.8 HAUL-OUT OF REDUCED DEBRIS TO A COUNTY APPROVED FINAL DISPOSAL SITE

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor(s) shall not use any disposal facility without the written consent of the County Debris Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County Debris Manager prior to issuing any such authorization.

c. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type, and origin of waste delivered.

e. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

2-7.9 REMOVAL OF HAZARDOUS TREES AND HANGERS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Trees 6 inches or greater in diameter, measured 4.5 feet above ground level and eligible Hangers inches or larger in diameter, measured at the point of break. Debris generated from the removal of these eligible Hazardous Trees and eligible Hangers will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, 2-7.2). Eligible hazardous leaning trees less than 6 inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, 2-7.2. The County will not compensate the Vendor for cutting leaning trees less than 6 inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris of eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible Hazardous Trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible Hazardous Trees 6 inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County

Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Trees at 2-6(bb) for eligibility requirements.

b. Eligible hazardous Hangers will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs 2 inches or greater in diameter measured at the point of break existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hangers at 2-6(z) for eligibility requirements.

2-7.10 REMOVAL OF HAZARDOUS STUMPS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Stumps greater than 2 feet in diameter, measured 2 feet from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Any voids not backfilled immediately following Hazardous Stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of Hazardous Stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible Hazardous Stumps 2 feet or less in diameter measured 2 feet from the base of the tree will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, 2-7.2. The diameter of eligible Hazardous Stumps less than 2 feet will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, 2-7.2.

a. Eligible Hazardous Stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible Hazardous Stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Stump at 2-6(aa) for eligibility requirements.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2-7.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2-7.2. The

cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

c. Eligible Hazardous Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, stump reduction, and disposal.

2-7.11 DOCUMENTATION REQUIREMENTS FOR HANGERS, HAZARDOUS TREES, AND HAZARDOUS STUMPS

The Vendor must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

a. Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

b. Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

c. Quantity of material to fill root-ball holes; and

e. Equipment used to perform the work.

f. For Hazardous Stump, the Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: (1) Names and signatures of parties present; (2) Physical location (street address, road cross streets, etc.); (3) stump number; (4) size of stump; (5) date.

2-7.12 ROW WHITE GOODS DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved Solid Waste Management Facility (SWMF). White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants or oils are not damaged.

White goods are banned from landfill disposal in the State of Florida, yet but are accepted for recycling.

a. The removal, transportation, and recycling of eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

c. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a St. Lucie County approved Solid Waste Management Facility and turned over to the facility to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

2-7.13 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the County.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

2-7.14 E-WASTE REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a St. Lucie County approved SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved

by the County. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2-7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of eligible land based abandoned vehicles and vessels in areas identified and approved by the County. The removed eligible vehicles and vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles and vessels includes obtaining all necessary local, state and federal handling permits, and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

2-7.16 DEAD ANIMAL CARCASSES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the St. Lucie County Code Enforcement Services Division and the St. Lucie County Health Department.

2-7.17 OTHER DEBRIS REMOVAL WORK

Neither the Vendor nor any subcontractors hired by the Vendor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Vendor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2-7.18 PRE-EVENT COORDINATION MEETING

The successful Vendor(s) may be required, if requested by the County, to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

2-7.19 DESCRIPTION OF DESIGNATED AREAS

a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

j. The County reserves the right to inspect the DMS, verify quantities, and review operations at any time.

2-7.20 DEBRIS MANAGEMENT SITES (DMS)

The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.
The Debris Management Sites are as follows:

Location	Acreage	Waste Type	GPS Entrance Location
Airport Commerce Park	145	Yard Trash, C&D, Mixed Debris	Lat. 27°29'53.69" Long. 80°23'53.97"
Indian River Estates	2	Yard Trash	Lat. 27°21'07.34" Long. 80°19'32.43"
Savannas Recreation Area	1.5	Yard Trash	Lat. 27°22'53.16" Long. 80°18'19.70"
SLC Fairgrounds	22	Yard Trash, C&D, Mixed Debris	Lat. 27°22'22.89" Long. 80°29'20.59"
Indrio Road Staging Site	200	Yard Trash, C&D, Mixed Debris	Lat. 27°31'14.49" Long. 80°22'19.53"

The County will assign specific DMS to specific Vendor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Vendor. If additional DMS locations are needed for the operation, the County shall provide an approved list of alternate DMS locations. The list will include all necessary site information to allow the Vendor, with assistance from the County, to submit to FDEP for approval. If the County establishes any additional DMS, a copy of the agreement showing indemnification of the County for the use and proposed restoration plan of the additional sites, shall be provided to the County. In addition, the Vendor shall execute a hold harmless agreement for each additional established DMS that is not identified within the awarded contract. The hold harmless agreement must be approved by the County prior to execution.

Prior to the use of any DMS, analysis of both groundwater and soil will be required by the Vendor to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the County at the expense of the Vendor(s). The results of such testing shall be sent directly from the professional to the County. The Vendor shall be required to provide the County with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with preparing, operating, and site remediation of land used as DMS in the County is a cost borne by the Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The County may also establish designated Residential Convenience Centers (residential drop-off sites). If this should occur, the County may at its option request the Vendor to be responsible for removing all disaster related debris from those sites. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The Vendor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the County's Debris Monitoring Consultant. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2-8 TECHNICAL SPECIFICATIONS

2-8.1 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the contract with the Vendor(s) at any time and for any reason. This shall supersede the general provisions.

2-8.2 NOTICE TO PROCEED

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendors(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2-8.3 CHANGES IN SCOPE OF WORK

The County Administrator or his designee may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2-8.4 SAFETY

The Vendor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Vendor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Vendor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2-8.5 ON-SITE PROJECT MANAGER

The Vendor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Vendor(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

2-8.6 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

The Vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the County.

2-8.7 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 inch by 6 inch boards or greater and not to extend more than 2 feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

2-8.8 TRAFFIC CONTROL

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal

laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

2-8.9 RAPID RESPONSE CREW

Vendor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

2-8.10 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Vendors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's Hazardous Materials Removal and Disposal contractor(s). The Vendor(s) shall notify the County's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Vendor(s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The County or County's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

2-8.11 WORK HOURS

The Vendor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

2-8.12 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the County manager or his designee, and the project shall be completed in accordance with the project schedule.

2-8.13 LIQUIDATED DAMAGES

Should the Vendor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the County, as liquidated damages, the following:

a. The Vendor shall pay the County, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued Notice to Proceed.

b. The Vendor shall pay the County, as liquidated damages, $500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the County, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

2-8.14 DAMAGES

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either

repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Debris Manager. Any invoices submitted to the County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Vendor's invoice for work accomplished. If the Vendor(s) fails to repair any damaged property, the County may have the work performed and charge the Vendor(s).

The Vendor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor(s)'s equipment during debris removal. The Vendor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor(s)'s equipment or personnel at no additional cost to the County. If the Vendor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Vendor(s) to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within 48 hours and a written report submitted to the County Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the County immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the County will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies in the project. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an $80.00r fee to the Vendor. The $80.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Vendor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor(s) may petition the County in writing for a partial retainage release.

2-8.15 EXISTING UTILITIES

a. Some trees and debris that are to be removed under the awarded contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.

b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are

caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

2-8.16 DEBRIS SITE TOWER SPECIFICATIONS

a. The Vendor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Vendor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

2-8.17 FACILITIES AT DMS LOCATIONS

The Vendor(s) shall provide as many ADA compliant portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor(s) throughout the duration of dumping operations. The expense incurred by the Vendor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

2-8.18 OWNERSHIP OF DEBRIS

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Vendor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than 2 inches in diameter and shorter than 2 feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

2-8.19 ENVIRONMENTAL PROTECTION

a. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor(s) shall receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

b. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

c. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

d. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

e. The Vendor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

f. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

g. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

2-8.20 DOCUMENTATION AND MEASUREMENT

a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending

days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Vendor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as Hangers or Hazardous Tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

- Each ticket shall be of a type that consists of one original and five copies.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up; hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, 2 copies

will be given back to the vehicle operator and the remaining 2 copies will be provided to the Vendor.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled 24 hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2-7.2 – ROW Vegetative Debris Removal

- Section 2-7.3 – ROW C&D Debris Removal

- Section 2-7.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures

- Section 2-7.5 – Demolition, Removal, Transport and Disposal of RACM Structures

- Section 2-7.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

2-8.21 PAYMENT

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. A 10% retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

h. Vendor(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds.

j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County

challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Vendor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

2-8.22 FHWA-ER PROGRAM CONTRACT REQUIREMENTS

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the County for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

2-8.23 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the County, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and/or disposed.

Services not specifically identified in any contract derived from this RFP may be added to the contract upon mutual consent of the contracting parties.

2-8.24 DISTRIBUTION OF WORK

The County reserves the right to activate more than one contractor to provide the debris services outlined in this RFP. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this RFP.

2-8.25 COUNTY'S DEBRIS MONITORING CONSULTANT

Vendor shall be in contact and comply with the County's contracted consultant and representative for the monitoring of debris collection and removal services. The County's contracted consultant and representative shall be a separate contractor, from this solicitation and its award, who will be exclusively contracted for monitoring services. The monitoring consultant shall certify all of the vendor's loads and the safety of the vehicles in which the debris is being removed.

2-9 SUBCONTRACTORS

The County prefers that the Contractor provide all services needed to comply with the RFP. Should a Sub-Contractor be needed, the Primary Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Primary Contractor to ensure that Sub-Contractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2-10 CONTRACT TERMS

The selected Vendor is to provide items and services listed at firm fixed rates on an as needed basis for an initial period of 1 year, renewable for three additional 1 year periods. Both the County and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this solicitation.

The awarded contract will contain the required provisions at 2 C.F.R. § 200.326, Appendix II to 2

C.F.R. Part 200, and FEMA guidance, as applicable.

Part III: INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The Proposal shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

The following information, at a minimum, shall be included in the Proposal:

A. COVER PAGE

Statement of Qualifications Introductory letter: This letter's no more than two pages will summarize in a brief and concise manner the proposer's understanding of the RFP, the County's objective, the proposer's acceptance of conditions and any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. The letter should name all of the persons authorized to make presentations for the Offeror, including the titles, addresses, and telephone numbers. The Letter shall be signed by a representative who is authorized to contractually bind the Contractor. If proposal is signed by

someone other than President, Vice President, Treasurer, a copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included.

B. TABBED SECTIONS

TAB 1 REQUIRED FORMS

The following forms are required with Proposer's submittal. Proposals not including the following forms will be rejected and considered non-responsive. Forms can be downloaded in the Required Submittal Packet attached to the solicitation documents.

- Form #1 Proposer Information and Authorized Signature
- Form #2 Non-Collusion Affidavit
- Form #3 Corporate Resolution
- Form #4 Confirmation of Drug-Free Workplace
- Form #5 Public Entity Crime Affidavit
- Form #6 Hold Harmless and Indemnity Agreement
- Form #7 Certification Regarding Debarment & Suspension
- Form #8 Anti-Lobbying Certification
- Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)
- Addenda Any and all issued addenda regarding this solicitation, signed and dated, if applicable

TAB 2 EXECUTIVE SUMMARY

This section shall include a summary of your organization, including its history. Indicate the number of years Proposer has had in providing these services. Provide any additional information which will present evaluators with insight about the qualifications, fitness, and abilities of Proposer. This section shall also include a list of all judgments from lawsuits in the last 3 years and current pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract. Please include a current copy of your State of Florida Corporate Registration. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

TAB 3 PROPOSER EXPERIENCE AND QUALIFICATIONS

List the names and titles of principals, management, trainers, staff, and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the Proposal. The Proposer shall also provide information on services provided in past emergency incidents with other governments, cities of similar size, businesses, corporations, or other entities within the last ten (10) years to demonstrate how its experience makes it qualified for this project. Please include the names of the entities, the length and the magnitude of the incidents that occurred within your Proposal.

TAB 4 REFERENCES

Provide at least 5 references which the Proposer has provided the same or similar services for the same type during the past 10 years and who can attest to the Proposer's ability to perform at or above the current level of expectations set within the scope of work.

Each reference shall include, at a minimum:

- Name and full address of reference organization;
- Name of Contact person for contract;
- Telephone number(s);
- Date of initiation of contract with reference; and
- Brief summary of services provided.

TAB 5 EXISTING CONTRACTUAL OBLIGATIONS

The Respondent shall provide information on any established or currently ongoing contracts with other Governments, cities of similar size, businesses, corporations or other entities. Please include the names of the entities, the lengths of the contract and their expiration dates.

TAB 6 METHODOLOGY, TECHNICAL PLAN, AND APPROACH

Proposer shall describe the methodology, technical plan, and approach they will take to accomplish the work described herein and provide the solution that best suits the County's needs. The Proposer shall provide an overview of how they will work with the County to provide the solution proposed and required services. This refers to the exact type and nature of the Proposer's proposed services and how they accomplish the objectives and needs of the County, as well as the ability to comply with the County's needs for a service provider that is experienced, educated, knowledgeable, and capable of complying and adhering with Federal reimbursement programs. The proposer shall establish a clear demonstration and understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. This shall include the

technical plan being proposed, the equipment being used, the number of personnel being used, and justification for the total time frame to complete the scope of work. Information shall include, but not be limited to the following:

a. Provide and describe a general description of the type of solution and all available processes within the solution proposed.

b. Explain the approach plan to support the needs and objectives of the Scope of Services established within this RFP.

c. Illustrate and describe the ability to provide a quick and rapid response to an incident; including the actual time to respond and provide a fully implemented and operational system prior to an incident or on an emergency on call basis.

d. Illustrate and describe the ability to provide project management and administrative resources.

e. Illustrate and describe the ability to provide collection and disposal of debris and the parameters within that service at all locations.

f. Provide and describe a staffing plan.

g. Illustrate and describe abilities to provide any other related or additional services applicable or related to this type of service.

TAB 7 COST PROPOSAL

This section shall be submitted by utilizing the Cost Proposal form (Form # 11) in the Required Forms Packet. No additional forms will be accepted or submittals that state "see attached". It is the Proposer's responsibility to provide a full disclosure of the pricing requested and all costs associated with a fully implemented and developed solution within this tab.

Schedule 1 shall include hourly rates and the grand total for the following 3 categories. These are identified as:

1. Equipment types w/ operator
2. Labor
3. Crew

Schedule 2 shall include unit rates and the grand total for the following 15 categories. These are identified as:

1. Vegetative Debris Removal (based on section 2-7.2)

2. C&D Debris Removal (based on section 2-7.3)

3. Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on section 2-7.4)

4. Demolition, Removal, Transport and Disposal of RACM Structures (based on section 2-7.5)

5. DMS Operation and Reduction Through Grinding (based on section 2-7.6)

6. DMS Management and Reduction by Air Curtain Incineration (based on section 2-7.7)

7. Haul-Out of Reduced Debris to a County Approved Final Disposal Site (based on section 2-7.8)

8. Removal of Hazardous Trees and Hangers (based on section 2-7.9)

9. Removal of Hazardous Stumps (based on section 2-7.10)

10. ROW White Goods Debris Removal (based on section 2-7.12)

11. Household Hazardous Waste Removal, Transport and Disposal (based on section 2-7.13)

12. E-Waste Removal (based on section 2-7.14)

13. Abandoned Vehicle Removal (based on section 2-7.15)

14. Abandoned Vessel Removal (based on section 2-7.15)

15. Dead Animal Carcasses (based on section 2-7.16)

All fees submitted shall be associated with the fully operational solution during an emergency scenario. Pricing shall include materials, labor, set up fees, training fees, start-up fees, mobilization, demobilization, travel related expenses, meal allowances, hotel rooms, and any charges or other relevant out of pocket expenses associated with the services required within this solicitation. Pricing not within the requested schedules shall be the responsibility of the Proposer to provide these services or purchase these materials.

PART IV: SELECTION CRITERIA AND EVALUATION METHOD

4-1 GENERAL

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County shall evaluate the merit of the proposal based on the best value criteria listed herein. The sole objective of this evaluation is to select the vendor whose proposal is most responsive and the best value to the County's needs for a contractor to perform Emergency Debris Collection and Removal Services.

The County reserves the right to request additional information or to meet with vendors to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation. This is to include demonstrations of vendor's solutions.

The County reserves the right to reject any and all proposals that fail to meet the requirements of this RFP or which the County determines will not meet its needs. The County may reject the proposal of a vendor who is not, in the opinion of the County, in a position to satisfactorily perform the contract. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. The County reserves the right to award based upon individual line items, sections, or total proposal. The County may also accept or reject any of the alternates that may be set forth in a proposal.

4-2 MINIMUM QUALIFICATIONS AND EXPERIENCE

The County is seeking proposals from vendors who are have past, proven, and positive experiences in projects of similar and same size of scope of work. Proposals shall be accepted from vendors who meet the following minimum criteria, evaluated on a pass/fail basis. The Proposer shall:

- Have at least 5 years' experience in providing services for emergency debris collection and disposal services in an emergency scenario or environment.
- Be licensed to conduct business in the State of Florida.
- Provide a copy of the its audited financial statements for the previous two years and proof of its credit rating.
- Provide an organizational chart showing its ownership structure and resumes of experienced key personnel.

Proposals that do not meet these minimum qualifications will be rejected without the further evaluation outlined in Section 4-3.

4-3 EVALUATION METHOD AND SCORING CRITERIA

A Selection Committee will be appointed by the County Administrator and will be responsible for reviewing and evaluating Proposals, selecting the firm(s) that provides the best value to the County, and then negotiating a contract. The Proposers with the highest-ranked submittals may

be asked to make a detailed presentation of their product / service to the Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the County.

In general, the County wishes to avoid the expense to the County and to proposers of unnecessary presentations. Therefore, the County shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing Manager to schedule the top ranked firm(s) for presentations or interviews.

The County may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the County chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Purchasing Manager shall establish the schedule and Proposers will be notified at least 7 calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications. The County shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

After presentations, firms will be assigned a final score, with the highest ranked firm moving forward to the negotiation phase. The Selection Committee shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference (scoring) and submit this final ranking as its final recommendation. No work for this project shall proceed without written authorization from the County.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the County arising from such negotiations.

Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

4-3.1 COMPLIANCE WITH REQUEST FOR PROPOSALS / TAB 1 (0 - 10 POINTS)

This refers to the adherence by the Proposer and the submittal of all required forms, samples and requests within the proposal and all conditions and requirements of this RFP.

4-3.2 RESPONDENTS EXPERIENCE, QUALIFICATIONS, EXISTING CONTRACTS, AND REFERENCES / TABS 2, 3, 4, AND 5 (0 - 30 POINTS)

Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

c. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.

d. Reference information gathered from other entities regarding the past experience of the firm; and

e. Strength of the other information required in Tabs 2, 3, 4, and 5.

4-3.3 METHODOLOGY, TECHNICAL PLAN, AND APPROACH / TAB 6 (0 - 30 POINTS)

This refers to the exact type and nature of the Proposer's proposed services and how it plans to accomplish the objectives of the project, as well as the ability to rapidly respond to the County's needs. The Proposer must demonstrate a clear understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the proposer to perform accordingly shall be made by the County.

a. The ability, capacity, skill and organization of the proposer to perform as proposed.

b. The completeness, reasonableness, and efficiency of the proposed solution, including project management, administrative, and staffing plans.

c. The ability of the Proposer to respond rapidly to the County's needs.

d. Any other value added elements of the Proposal as deemed relevant by the County.

4-3.4 COST PROPOSAL / TAB 7 (0 – 30 POINTS)

This refers to the proposed rates of the Proposer. Please note that price is only one factor for consideration of award. The County reserves the right to award the contract to other than the lowest priced offeror.

Part V: Required Forms Packet

The following eleven (11) forms are required and are to be filled out completely and submitted with your proposal as per Section 4 (Instructions for the Preparation of Proposals and Response Requirements). All applicable forms shall be submitted as required by the solicitation documents.

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: _____

F.E.I.N. or Social Security Number: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address _____

Type of Entity: ❑ Corporation ❑ Partnership ❑ Proprietorship ❑ Joint Venture ❑ Other

State of Incorporation: _____ Year of Incorporation: _____

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: _____

Title: _____

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF _____;
COUNTY OF _____;

_____ being first duly sworn, deposes and says that:

1. The undersigned is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #3 CORPORATE RESOLUTION

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, 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 workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). 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 prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee 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 contenders to, any violation of Chapter 893 Florida Statutes 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 the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

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

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

STATE OF _____;
COUNTY OF _____;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement) whose business address is _____
_____
and (if applicable) its Federal Employer Identification Number (FEIN) is
_____
.

3. My name is _____
and my relationship to the entity named above is
_____
.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

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

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

_____

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

_____

Signature of Proposer's Authorized Representative

_____

Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name	Contract Number
Name	
Title	
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
CONTRACTOR Name

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350		
50' Bucket Truck	350		
Crash Truck w/impact Attenuator	140		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	140		
Dozer, Tracked, D5 or Equivalent	210		
Dozer, Tracked, D8 or Equivalent	210		
Dump Truck, 16 +/- CY	140		
Dump Truck, 20 +/- CY	210		
Dump Truck, 38 +/- CY	210		
Generator, 5.5 kW, List kW Capacity	140		
Generator, 200 kW, List kW Capacity	140		
Generator, 2,500 kW, List kW Capacity	210		
Light Plant with Fuel and Support	350		
Grader w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	140		
Hydraulic Excavator, 2.5 CY	140		
Knuckleboom Loader	350		
Lowboy Trailer w/Tractor	140		
Mobile Crane up to 15 ton	140		
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Vac Truck (Mist Capacity), List capacity	210		

Pickup Truck, I ton	70		
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Tub Grinder, 800 to 1,000 HP	350		
Hydraulic Excavator, 1.5 CY (w/thumb)	140		
Hydraulic Excavator, 2.5 CY (w/thumb)	140		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350		
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350		
Wheel Loader, 3 CY, 152 HP	140		
Wheel Loader, 4.0 CY, 200 HP	140		
Wheel Loader, 1.5 CY, 95 HP	210		
Equipment with Operator Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70		
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140		

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350		
Laborer w/Chainsaw and gear	350		
Laborer w/small tools, traffic control or flag person	350		
Bonded and Certified Security Personnel	140		
Labor Category Grand Total Extended Price:			
Others not listed in labor category – Please list below			
Crew Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350		
Crew Category Grand Total Extended Price:			
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)			

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2-7.2 Vegetative Debris Removal – Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000			
16 to 30 Miles	125,000			
31 to 60 Miles	75,000			
Greater than 60 Miles	50,000			

2-7.3 C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000			
16 to 30 Miles	25,000			
31 to 60 Miles	25,000			
Greater than 60 Miles	15,000			

2-7.4 Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			

31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2.7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			
31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2.7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2.7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2.7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100			
16 to 30 Miles	9,100			
31 to 60 Miles	15,000			
Greater than 60 Miles	30,000			
2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals				
Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500			
13 inch to 24.99 inch diameter	1,000			
25 inch to 36.99 inch diameter	750			
37 inch to 48.99 inch diameter	300			
49 inch to larger diameter	100			
Hanger Removal (per Tree)	3,000			
2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.				
Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500			
37 inch to 48.99 inch diameter	250			
49 inch and larger diameter				

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250			
Washers, dryers, stoves, ovens and hot water heaters	500			

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000			

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250			

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Double Axle	25			
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75			
Vessels 21 linear feet or greater	50			
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000			
GRAND TOTAL OF SCHEDULE 2				

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

1. Does the County still have a disaster debris monitoring firm under contract, or is that contract being re-procured as well?
   Answer: The County has newly procured contracts with the following: True North Emergency Mgmt., Thompson Consulting and Tetra Tech.

2. Are you able to provide the names and titles of the evaluation committee members?
   Answer: No

3. Are you able to provide the date, time, and location when the evaluation committee meeting will evaluate proposals?
   Answer: No

4. Where will the intent to award be made, and how will it be communicated to proposers?
   Answer: Notice of Intent are posted on DemandStar.com

5. Does St. Lucie County own any self-loading grapple trucks? If the answer to the previous question is "yes," how many?
   Answer: No

6. How many miles of County maintained roadway is within the County?
   Answer: 540 miles of roadway

7. Does the County have memorandums of understanding or mutual aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services?
   Answer: No

8. Does the County intend to allow for some of the incorporated municipalities within the County to utilize this contract, and if so, which ones?
   Answer: It is unknown at this time.

9. On page 55 of 76 of the RFP document, the proposed rates will be evaluated on the unit rates submitted for the individual items listed. Does this mean that you will evaluate each line item's cost separately, and thus, will not simply be adding up the line items to come up with a "bid price"?
   Answer: Line items will be evaluated at an overall cost comparison.

10. Does the County plan to evaluate the hourly line items pricing equally with the unit line items pricing, or will they be evaluated and scored separately?
    Answer: They will not be evaluated and scored separately.

11. Line item 2-7.10 of the pricing schedule does not list an estimated quantity for trees that are 49 inches and larger in diameter. Are we to surmise that "0" should be the estimated quantity for this line item?
    Answer: One should be the estimated quantity.

12. Are you able to provide the location(s) of any approved DMS location(s) for the upcoming hurricane season?
    Answer: No

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2021

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

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

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Sarah Edwards PHONE (A/C, No, Ext): 612-349-2407 FAX (A/C, No): E-MAIL ADDRESS: sedwards@csdz.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Company — 16535
INSURED CERENVPC Ceres Environmental Services, Inc. 3825 85th Ave N Brooklyn Park MN 55443	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 551219357 **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	X COMMERCIAL GENERAL LIABILITY			GLO183855302	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU						MED EXP (Any one person)	$ 10,000
	X Contr Liab						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP184004602	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Hired Auto Phy Damage	$ 50,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC18355402	9/1/2021	9/1/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project: St. Lucie County RFPO No. 16-060 Emergency Debris Removal

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory: Certificate Holder, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Avenue
Ft Pierce FL 34982

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

Rob Dahlin

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City Commission Regular Meeting - 5:05 pm **11. e.**

Meeting Date: 08/15/2022

Re: Mutual Benefit and Use Agreement - Ashbritt, Inc. Renewal

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

SUBJECT:

Approve the Mutual Benefit and Use Agreement with Ashbritt, Inc., for Emergency Debris Removal Services for the 2022 Hurricane Season.

SUMMARY:

Approve the Mutual Benefit and Use Agreement with Ashbritt, Inc., for Emergency Debris Removal Services for the 2022 Hurricane Season.

RECOMMENDATION:

Approve as Recommended to the City Commission.

ALTERNATIVES:

Will Proceed as Directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2021/22
Account:	n/a
Amount:	n/a

OTHER INFORMATION:

The cost is determined on an as needed basis.

Attachments

Mutual Benefit and Use Agreement - Ashbritt, Inc. Renewal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/10/2022 04:02 PM
Form Started By: Kaitlyn Ballard		Started On: 08/08/2022 11:17 AM

Final Approval Date: 08/10/2022

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	MIKE REALS, DIRECTOR OF PUBLIC WORKS
FROM:	SARA HEDGES, ASSISTANT CITY ATTORNEY SH
THROUGH:	TANYA EARLEY, CITY ATTORNEY TME
RE:	MUTUAL BENEFIT AND USE AGREEMENT – ASHBRITT INC. RENEWAL
CAO RLS FILE:	22-165
DATE:	AUGUST 4, 2022

I have reviewed the above Request for Legal Services (RLS) as it relates to the piggyback contract with Ashbritt Inc. It is approved as to Form and Correctness. Please make sure the full contract between the County and Ashbritt Inc. is included as part of our contract.

If you have any questions, please contact this Office via phone or e-mail.

Thank you.
SH/mm

cc: Nicholas Mimms, City Manager
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY

Date Received:	8·1·22
Assigned To:	
File:	22-1105
Due Date:	
Hours:	

RECEIVED
AUG 0 1 2022
City Attorney

Received
JUL 28 2022
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

TO: TANYA EARLEY, CITY ATTORNEY

SUBMITTED BY: MIKE REALS, DIRECTOR OF PUBLIC WORKS

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., ICMA-CM, CITY MANAGER NCM

RE: MUTUAL BENEFIT AND USE AGREEMENT – ASHBRITT INC. RENEWAL

DATE: JULY 28, 2022

Service Required: (please circle or underline)

Review Documents **Draft Document** **Written Opinion Requested**

Attend Meetings **Advise** **Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Please review the Mutual Benefit and Use Agreement with Ashbritt Inc., for Service Renewal.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** NA

3. **Time considerations and their significance:** Please review at earliest convenience, as this item needs to go before the City Commission at the August 15, 2022, Commission Meeting.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes.

5. **Factual background:** The City of Fort Pierce would like to renew the existing Mutual Benefit and Use Agreement with Ashbritt Inc., for emergency debris removal services. This is an existing service that would like to be continued.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** Attached

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** City of Fort Pierce – City Attorney's Office

8. **If this is a request for review of a contract, provide the following:**

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** Finance Department, Public Works Department, Purchasing Division

    b. **Insurance requirements that differ from the City's template insurance terms:** N/A

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO	:	Nick Mimms, P.E., City Manager
THROUGH	:	Johnna Morris, Director of Finance
FROM	:	Georgia Montgomery, Purchasing Agent
RE	:	Mutual Benefit and Use Agreement – Ashbritt, Inc. *Renewal*
DATE	:	July 13, 2022

Attached you will find the current Mutual Benefit and Use Agreement between the City of Fort Pierce and Ashbritt,Inc. for Emergency Debris Removal Services. This new agreement requires your signature for the 2022 Hurricane Season.

If you have questions, please let me know.

Thanks in advance,

/gm

Attachments

NCM

MUTUAL BENEFIT AND USE AGREEMENT

ADOPTION OF ST. LUCIE COUNTY, RFP NO. 21-037
EMERGENCY DEBRIS REMOVAL

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, St Lucie County, FL has selected through competitive process (RFP No. 21-037) a firm proficient in providing debris services; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by St. Lucie County, FL and endorses with the process and selection; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for debris services between **St. Lucie County and Ashbritt, Inc.** and has found the Scope of Services, prices, and terms, and conditions as set out in this Contract to be reasonable, acceptable, and of benefit to their citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, Fort Pierce, FL agrees to enter into a contract with **AshBritt, Inc.** for debris services without modification to the original terms, conditions or pricing. Having full authority, the parties do hereby complete this Agreement by signing below:

Authorized Signor for AshBritt, Inc.	Authorized Signor City of Fort Pierce
Brian Thomason	
Printed Name	Printed Name
President, Disaster Respose	
Title	Title
07/05/2022	
Date	Date

Gelencia Carter

From: Gelencia Carter
Sent: Wednesday, June 15, 2022 5:23 PM
To: dcamacho@ashbritt.com
Cc: Purchasing Division
Subject: Mutual Benefit Agreement
Attachments: MBUA -ASHBRITT 2022.pdf

Tracking:

Recipient	Delivery
dcamacho@ashbritt.com	
Purchasing Division	
lhubbard@cityoffortpierce.com	Delivered: 6/15/2022 5:23 PM
gcarter@cityoffortpierce.com	Delivered: 6/15/2022 5:23 PM
gmontgomery@cityoffortpierce.com	Delivered: 6/15/2022 5:23 PM
mgonzales@cityoffortpierce.com	Delivered: 6/15/2022 5:23 PM

Good afternoon, Dilia,

Attached is you will find the 2022 Mutual Benefit and Use Agreement, adoption of SLC, RFP No. 21-037, for execution by your firm. Please sign (blue ink preferred) and return via email. Once received the agreement will be routed to the City Manager for final execution and a fully executed agreement will be sent for your records.

After reviewing the document, if revisions are necessary, feel free to contact me.

Best regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce
Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

C22-02-232

EMERGENCY DEBRIS REMOVAL CONTRACT

THIS CONTRACT, made this 15th day of February, 2022, between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **ASHBRITT, INC.,** or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK/SCOPE OF SERVICES**

It is agreed that the Work to be done under this Contract is: **Emergency Debris Removal** as further described in St. Lucie County Request for Proposals **RFP# 21-037**, made a part hereof by this reference. Scope of Services are including, but not limited to the following:

- Emergency Road Clearance
- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- DMS(s) Management, Operations and Reduction through Grinding
- DMS(s) Management, Operations and Reduction through Above Ground Air Curtain Incineration
- Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- Removal of Hazardous Trees and Hangers
- Removal of Hazardous Stumps
- ROW White Goods Debris Removal
- Household Hazardous Waste (HHW) Removal, Transport and Disposal
- E-Waste Removal
- Abandoned Vehicle and Vessel Removal
- Dead Animal Carcasses

The Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established

management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor shall be able to assemble trucks, equipment, materials and crews immediately following a disaster, giving the County of Deltona priority status.

The Contractor shall contact County Project Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within St. Lucie County for which there is no advance warning. After a disaster occurs, a designated St. Lucie County employee will contact the Contractor holding the Disaster Debris Removal and Disposal contract to advise them of the County intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County will issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor will send a management team to report to the County Project Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor shall begin within twenty-four (24) hours of notification by the County. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

3. **PROJECT MANAGER**

The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Contractor is ~~Charles "Dow" Knight~~ Dilia Camacho at (954) 725-6992.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and

oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 33 inclusive.
B. Contractor's Proposal, consisting of 21 pages, including:
    Form 1 – Proposer Information and Authorization Signature
    Form 2 – Non-Collusion Affidavit
    Form 3 – Corporate Resolution
    Form 4 – Confirmation of Drug-Free Workplace
    Form 5 – Public Entity Crime Affidavit
    Form 6 – Hold Harmless and Indemnity Agreement
    Form 7 – Certification Regarding Debarment & Suspension
    Form 8 – Anti-Lobbying Certification
    Form 9 – Hourly Labor, Equipment and Material Price Schedule and the Unit rate Price Schedule
C. RFP Documents, consisting of 76 pages
D. Addenda No. 01
E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. PERFORMANCE GUARANTY

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be

made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal terms pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

7. **DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the Work is not completed within the time herein the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum as follows per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted and/or as indicated.

(A) The Contractor shall pay the County, as liquidated damages, **$1000.00** (one thousand and 00/100 dollars) per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

(B) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

(C) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages

This sum shall represent the liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to Form #9 Hourly Labor, Equipment and Materials Price Schedule attached

9. **PAYMENT TERMS/SCHEDULE**

The County shall make payments on account of the Contract as follows:

Payment to the Contractor shall be due within 30 calendar days after the date on which the payment request or invoice is stamped as received by the County.

A five percent (5%) retainage will be withheld from each invoice until the end of the project. In order to release the retainage, the Contractor(s) must successfully complete the project, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

The County may reject the payment request or invoice in writing within 20 calendar days after the date on which the payment request or invoice is stamped as received by the County, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as by the County. All applications for payment submitted by the Contractor shall reference the County's Contract number.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set-forth in this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 calendar days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 calendar days after subcontractor's receipt of payment.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that

any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. No separate payment will be made for mobilization and demobilization operations. These costs are included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

e. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

f. Payment for disposal cost incurred by the Contractor at County approved Final Disposal Sites will be made at the cost incurred by the Contractor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the County. The Contractor shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Contractor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

g. Contractor must submit a final invoice within 30 calendar days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris

Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

h. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds.

i. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Contractor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

10. **SUBCONTRACTORS**

The County prefers that the Contractor provide all services needed to comply with the Contract. Should a subcontractor be needed, the Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Contractor to ensure that subcontractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project. In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

11. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

12. **PUBLIC RECORDS**

The Contractor 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 Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. **ACCESS TO RECORDS**

The following access to records requirement applies to this Contract:

(i) Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

14. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

15. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

16. **INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the County, State of Florida, the Federal Government its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Contractor, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement. If the Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

18. **INSURANCE**

Each such General Liability Certificate shall include the following wording: "**St. Lucie County, its officers, agents and employees are named as additional insured with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal**".

A. **Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not

less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

B. **Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

C. **Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

19. **DEFAULT; TERMINATION**

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms specified herein; or, if none specified, the County may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, 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 government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) 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 § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

20. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

21. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

22. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

23. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

24. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

25. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

26. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
AshBritt
Attn: Charles "Dow" Knight
565 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441
Phone: (954) 725-6992
Email: response@ashbritt.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

27. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

28. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

29. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual

agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

30. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

31. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

33. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the Services covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

34. **DAVIS-BACON ACT**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this

section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal awarding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

35. **COPELAND ANTI-KICKBACK ACT**

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as contractor and subcontractor as provided in 29 C.F.R. § 5.12.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September

24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with Contractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such State; and refer the case to the Department of Justice for appropriate legal proceedings.

37. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

(A) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

39. CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT

A. COMPLIANCE WITH CLEAN AIR ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

B. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

40. SUSPENSION AND DEBARMENT

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

42. **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(iii) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

43. **REMEDIES**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by the County as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

44. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

   A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

   D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—

   A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

   A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

46. **CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

47. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

48. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

49. **DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Contractor must at all time provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Contractor must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Contractor shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Contractor must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Vera Smith

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

ASHBRITT, INC.

BY: _____

PRINT NAME: Dow Knight

TITLE: Senior Vice President

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: AshBritt, Inc.

F.E.I.N. or Social Security Number: 65-0364711

Mailing Address: 565 E. Hillsboro Blvd.

City, State, Zip: Deerfield Beach, FL 33441

Telephone Number: (954) 725-6992 Fax Number: (954) 725-6991

E-mail Address response@ashbritt.com

Type of Entity: ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other

State of Incorporation: Florida Year of Incorporation: 1992

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. 1 Dated: 04/07/2021 No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): Dow Knight

Type or Printed Name: Dow Knight

Title: Corporate Secretary and SVP

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF Florida ;
COUNTY OF Broward ;

Dow Knight being first duly sworn, deposes and says that:

1. The undersigned is the Officer (Owner, Partner, Officer, Representative or Agent) of AshBritt, Inc. (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: Dow Knight

Sworn to and subscribed before me on this 6th day of April, 2021 by Dow Knight who ☑ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Jacqueline Ryan

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Jacqueline Ryan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG321219
Expires 4/8/2023

FORM #3 CORPORATE RESOLUTION

I, Charles "Dow" Knight, Secretary of AshBritt, Inc., a Corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on February 27, 2019 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE
Randal Perkins	Chairman	
Brittany Perkins Castillo	CEO	
Charles "Dow" Knight	Corporate Secretary/SVP	

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 6th day of April, 2021

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, 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 workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). 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 prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee 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 contenders to, any violation of Chapter 893 Florida Statutes 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 the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature of Proposer's Authorized Representative
Dow Knight

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

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

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

STATE OF Florida;
COUNTY OF Broward;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by AshBritt, Inc. (name of entity submitting sworn statement) whose business address is 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0364711.

3. My name is Dow Knight and my relationship to the entity named above is Corporate Secretary and SVP.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

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

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Signature

Sworn to and subscribed before me on this 6th day of April, 2021
by Dow Knight who ☑ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Jacqueline Ryan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG321219
Expires 4/8/2023

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

AshBritt, Inc., agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Signature of Proposer's Authorized Representative
Dow Knight

04/06/2021
Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AshBritt, Inc.
CONTRACTOR Company Name

RFP No. 21-037
Contract Number

Dow Knight
Name

Corporate Secretary and SVP
Title

Signature

04/06/2021
Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

AshBritt, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Dow Knight, Corporate Secretary and SVP
Name and Title of Contractor's Authorized Official

04/06/2021
Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350	$135.00	$47,250.00
50' Bucket Truck	350	$175.00	$61,250.00
Crash Truck w/impact Attenuator	140	$145.00	$20,300.00
Dozer, Tracked, D3 or Equivalent	70	$125.00	$8,750.00
Dozer, Tracked, D4 or Equivalent	140	$155.00	$21,700.00
Dozer, Tracked, D5 or Equivalent	210	$170.00	$35,750.00
Dozer, Tracked, D8 or Equivalent	210	$225.00	$47,250.00
Dump Truck, 16 +/- CY	140	$95.00	$13,300.00
Dump Truck, 20 +/- CY	210	$135.00	$28,350.00
Dump Truck, 38 +/- CY	210	$155.00	$32,550.00
Generator, 5.5 kW, List kW Capacity	140	$22.50	$3,150.00
Generator, 200 kW, List kW Capacity	140	$265.00	$37,100.00
Generator, 2,500 kW, List kW Capacity	210	$1150.00	$241,500.00
Light Plant with Fuel and Support	350	$25.00	$8,750.00
Grader w/12" Blade (Min. 30,000 LB)	70	$165.00	$11,500.00
Hydraulic Excavator, 1.5 CY	140	$145.00	$20,300.00
Hydraulic Excavator, 2.5 CY	140	$185.00	$25,900.00
Knuckleboom Loader	350	$195.00	$68,250.00
Lowboy Trailer w/Tractor	140	$160.00	$22,400.00
Mobile Crane up to 15 ton	140	$175.00	$24,500.00
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$95.00	$6,650.00
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$165.00	$11,500.00
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$450.00	$31,500.00
Vac Truck (Mist Capacity), List capacity	210	$195.00	$40,950.00

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Pickup Truck, I ton	70	$20.00	$1,400.00
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140	$105.00	$14,700.00
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140	$110.00	$15,400.00
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140	$125.00	$17,500.00
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140	$135.00	$18,900.00
Tub Grinder, 800 to 1,000 HP	350	$475.00	$166,250.00
Hydraulic Excavator, 1.5 CY (w/thumb)	140	$165.00	$23,100.00
Hydraulic Excavator, 2.5 CY (w/thumb)	140	$185.00	$25,900.00
Truck, Flatbed	70	$102.00	$7,140.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350	$65.00	$22,750.00
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350	$115.00	$40,250.00
Wheel Loader, 3 CY, 152 HP	140	$165.00	$23,100.00
Wheel Loader, 4.0 CY, 200 HP	140	$175.00	$24,500.00
Wheel Loader, 1.5 CY, 95 HP	210	$145.00	$30,450.00
Equipment with Operator Grand Total Extended Price:			$1,301,740.00
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70	$100.00	$7,000.00
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140	$65.00	$9,100.00

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350	$95.00	$33,250.00
Laborer w/Chainsaw and gear	350	$65.00	$22,750.00
Laborer w/small tools, traffic control or flag person	350	$55.00	$19,250.00
Bonded and Certified Security Personnel	140	$65.00	$9,100.00
Labor Category Grand Total Extended Price:			$100,450.00
Others not listed in labor category – Please list below			
Crew Category	**Estimated Hours**	**Hourly Labor Rate**	**Total Extended Price**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350	$455.00	$159,250.00
Crew Category Grand Total Extended Price:			$159,250.00
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)		$1,561,440.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000	$7.75	$775,000.00	$93.00
16 to 30 Miles	125,000	$8.60	$1,075,000.00	$103.20
31 to 60 Miles	75,000	$9.25	$693,750.00	$111.00
Greater than 60 Miles	50,000	$10.00	$500,000.00	$120.00

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000	$7.95	$119,250.00	$95.40
16 to 30 Miles	25,000	$8.95	$223,750.00	$107.40
31 to 60 Miles	25,000	$9.70	$242,500.00	$116.40
Greater than 60 Miles	15,000	$10.45	$156,750.00	$125.40

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$12.95	$64,750.00	$155.40
16 to 30 Miles	10,000	$13.95	$139,500.00	$167.40

31 to 60 Miles	10,000	$14.95	$149,500.00	$179.40
Greater than 60 Miles	5,000	$16.25	$81,250.00	$195.00

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$31.50	$157,500.00	$378.00
16 to 30 Miles	10,000	$35.00	$350,000.00	$420.00
31 to 60 Miles	10,000	$39.00	$390,000.00	$468.00
Greater than 60 Miles	5,000	$45.00	$225,000.00	$540.00

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.95	$691,250.00	$47.40

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.45	$603,750.00	$41.40

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100	$3.75	$22,875.00	$45.00
16 to 30 Miles	9,100	$4.95	$45,045.00	$59.40
31 to 60 Miles	15,000	$6.50	$97,500.00	$78.00
Greater than 60 Miles	30,000	$7.95	$238,500.00	$95.40

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500	$65.00	$97,500.00	
13 inch to 24.99 inch diameter	1,000	$95.00	$95,000.00	
25 inch to 36.99 inch diameter	750	$195.00	$146,250.00	
37 inch to 48.99 inch diameter	300	$240.00	$72,000.00	
49 inch to larger diameter	100	$395.00	$39,500.00	
Hanger Removal (per Tree)	3,000	$85.00	$255,000.00	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500	$165.00	$82,500.00	
37 inch to 48.99 inch diameter	250	$295.00	$73,750.00	
49 inch and larger diameter	1	$495.00	$495.00	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250	$95.00	$23,750.00	
Washers, dryers, stoves, ovens and hot water heaters	500	$70.00	$35,000.00	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000	$10.00	$100,000.00	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250	$75.00	$18,750.00	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50	$250.00	$12,500.00	
Single Axle	25	$350.00	$8,750.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Double Axle	25	$450.00	$11,250.00	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75	$1100.00	$82,500.00	
Vessels 21 linear feet or greater	50	$1750.00	$87,500.00	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000	$3.95	$39,500.00	
GRAND TOTAL OF SCHEDULE 2		$8,326,915.00		

AshBritt, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Dow Knight, Sr. Vice President
Name and Title of Contractor's Authorized Official

4/7/2021
Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

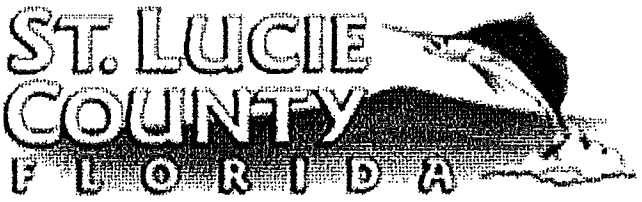
Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: AshBritt, Inc.

Signature: _____

Date: 04/08/2021



REQUEST FOR PROPOSALS

RFP No. 21-037
Emergency Debris Removal

Due Date: Wednesday, April 14, 2021
Due Time: 3:00 P.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
P (772) 462-1700
F (772) 462-1704

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP)

RFP No. 21-037
Emergency Debris Removal

Sealed Proposals from qualified firms or individuals to provide emergency debris removal services as listed in Request for Proposal No. 21-037 will be received at the St. Lucie County Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, Florida 34982, until 3:00 p.m. Local Time, on Wednesday, April 14, 2021, at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Room 228, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of 90 calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish Date: Sunday, March 7, 2021

TABLE OF CONTENTS

PART I	GENERAL INFORMATION
1-1	Definitions
1-2	Invitation to Propose; Purpose
1-3	Issuing Office and Location of Proposal Opening
1-4	Contract Awards
1-5	Development Costs
1-6	Inquiries
1-7	Timetables
1-8	Delays
1-9	Proposal Submission and Withdrawal
1-10	Irregularities; Rejection of Proposals
1-11	Addenda
1-12	Equal Opportunity
1-13	Oral Presentation
1-14	Insurance
1-15	Lobbyist Disclosure Requirement
1-16	Feasibility Studies
1-17	Funding
Part II	SCOPE OF WORK
2-1	Introduction
2-2	St. Lucie County Background
2-3	Project Intent
2-4	Delivery and Completion of Work from the Date of the Notice to Proceed
2-5	Protection of Property
2-6	Terms and Definitions
2-6.1	Acronyms
2-7	Scope of Services
2-7.1	Emergency Road Clearance
2-7.2	ROW Vegetative Debris Removal
2-7.3	ROW C7D Debris Removal
2-7.4	Demolition, Removal, Transport, and Disposal of Non-RACM Structures
2-7.5	Demolition, Removal, Transport, and Disposal of RACM Structures
2-7.6	DMS Management, Operations, and Reduction through Grinding
2-7.7	DMS Management, Operations, and Reduction Through Above Ground Air Curtain Incineration
2-7.8	Haul-Out of Reduced Debris to a County Approved Final Disposal Site
2-7.9	Removal of Hazardous Trees and Hangers
2-7.10	Removal of Hazardous Stumps
2-7.11	Documentation Requirements for Hangers, Hazardous Tress, and Hazardous

	Stumps
2-7.12	ROW White Goods Debris Removal
2-7.13	Household Hazardous Waste (HHW) Removal, Transport, and Disposal
2-7.14	E-Waste Removal
2-7.15	Abandoned Vehicle and Vessel Removal
2-7.16	Dead Animal Carcasses
2-7.17	Other Debris Removal Work
2-7.18	Pre-Event Coordination Meeting
2-7.19	Description of Designated Areas
2-7.20	Debris Management Sites (DMS)
2-8	Technical Specifications
2-8.1	Termination for Convenience
2-8.2	Notice to Proceed
2-8.3	Changes in Scope of Work
2-8.4	Safety
2-8.5	On-Site Project Manager
2-8.6	Superintendent Shall Be Supplied by the Vendors
2-8.7	Equipment
2-8.8	Traffic Control
2-8.9	Rapid Response Crew
2-8.10	Hazardous Materials and Household Hazardous Waste
2-8.11	Work Hours
2-8.12	Time of Completion
2-8.13	Liquidated Damages
2-8.14	Damages
2-8.15	Existing Utilities
2-8.16	Debris Site Tower Specifications
2-8.17	Facilities at DMS Locations
2-8.18	Ownership of Debris
2-8.19	Environmental Protection
2-8.20	Documentation and Measurement
2-8.21	Payment
2-8.22	FHWA-ER Program Contract Requirements
2-8.23	Final Project Close Out
2-8.24	Distribution of Work
2-8.25	County's Debris Monitoring Consultant
2-9	Subcontractors
2-10	Contract Terms
Part III	INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS
A.	Cover Page
B.	Tabbed Sections

Tab 1	Required Forms
Tab 2	Executive Summary
Tab 3	Proposer Experience and Qualifications
Tab 4	References
Tab 5	Existing Contractual Obligations
Tab 6	Methodology, Technical Plan, and Approach
Tab 7	Cost Proposal

Part IV SELECTION CRITERIA AND EVALUATION METHOD

4-1	General
4-2	Minimum Qualifications and Experience
4-3	Evaluation Method and Scoring Criteria
4-3.1	Compliance with Request for Proposals
4-3.2	Respondents Experience, Qualifications, Existing Contracts, and References
4-3.3	Methodology, Technical Plan, and Approach
4-3.4	Cost Proposal

Part V REQUIRED FORMS PACKET

Form #1	Proposer Information and Authorized Signature
Form #2	Non-Colluslon Affidavit
Form #3	Corporate Resolution
Form #4	Confirmation of Drug-Free Workplace
Form #5	Public Entity Crime Affidavit
Form #6	Hold Harmless and Indemnity Agreement
Form #7	Certification Regarding Debarment & Suspension
Form #8	Anti-Lobbying Certification
Form #9	Schedule 1 – Hourly Labor, Equipment, and Material Price Schedule
	Schedule 2 – Unit Rate Price Schedule

PART I: GENERAL INFORMATION

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible Proposers to provide emergency debris removal services.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board reserves the right to award a contract to other than the lowest price offeror. The Board reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Desiree Cimino – Purchasing Manager
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida, 34982.
Fax Number: 772-462-1704
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries as noted below.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It will be the Proposers responsibility to make sure all addendums are received.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

A. On March 7, 2021, the Board issues the RFP.

B. From March 7, 2021 to April 7, 2021, the County will receive and answer inquiries received by e-mail at ciminod@stlucieco.org.

C. The County must receive the proposals by 3:00 PM on April 14, 2021.

D. From opening time, County staff will review and evaluate the proposals on a timely basis.

E. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows:

"RFP No. 21-037 Emergency Debris Removal"

The envelope shall also include the Proposer's return address.

Proposers shall submit one unbound original (hardcopy), one electronic copy on flash drive and six bound hard copies of the proposal in a sealed, envelope, box, or container marked as noted above. The Proposer may submit the proposal in person or by mail.

The County must receive all proposals by 3:00 PM on April 14, 2021.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions.

1-11 ADDENDA

If revisions become necessary, the County will post written addenda on www.DemandStar.com at least five days prior to the opening date to all Proposers who receive the RFP.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small and minority businesses, women's business enterprises, and labor area surplus firms (as listed by the U.S. Department of Labor at https://www.doleta.gov/programs/lsa.cfm). The County requests these businesses to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At its discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services. The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Further, contractors that apply or bid for an award of $100,000 or more that may be funded in whole or in part with Federal funds must also submit the anti-lobbying certification attached hereto as Form #8.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-17 FUNDING

The County intends to seek reimbursement for the costs of the contract from the Federal Emergency Management Agency (FEMA). Accordingly, the contractor will be required to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PART II: SCOPE OF WORK

2-1 INTRODUCTION

St. Lucie County Board of County Commissioners is seeking proposals from qualified firms to provide professional services for the collection and disposal of disaster debris collection activities for the County. The Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will advise and support the County during a disaster recovery effort and will be responsible for the overall collection and disposal of debris. This will include services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County in response to an emergency event such as, but not limited to, hurricane, tornadoes, flooding, fires or other natural or manmade disaster(s). The Contractor shall coordinate with the County's current disaster debris monitor consultant(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposal (RFP) is to put in place an indefinite delivery/quantity agreement for the collection and disposal management and support services based upon the specifications detailed herein. Work authorizations will be issued against the Agreement, as necessary to complete work.

2-2 ST. LUCIE COUNTY BACKGROUND

St. Lucie County is located on the Atlantic Coast of Florida between Martin County to the south and Indian River County to the north. St. Lucie County covers a total area of 688.10 square miles of which 575.5 square miles is land and 115.6 square miles is water area. The county encompasses the incorporated cities of Port St. Lucie and St. Lucie Village and the City of Ft. Pierce (county seat).

The entire county had a large growth rate over the last 50 years, growing from a population of 50,836 in 1970 to 344,041 in 2020. The population of the unincorporated areas of the County is 71,620.

2-3 PROJECT INTENT

The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. The intent of these documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor.

Performance by the Contractor shall be required only to the extent consistent with these documents and reasonably inferable from them as being necessary to produce the intended results.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The successful Contractor shall have broad experience in the areas of providing the collection and disposal of disaster debris, and any additional or required tasks, as deemed necessary to complete the project successfully.

The scope of work performed by the Contractor shall adhere and be followed in accordance with the guidelines set forth within the most current version of FEMA's Public Assistance Program and Policy Guide, FP-104-009-2 (the "PAPPG") (as of this writing the current version is version 4.0, published June 1, 2020). The PAPPG supersedes FEMA 321 / Public Assistance Policy Digest, FEMA 322 / Public Assistance Guide, and FEMA 325 / Public Assistance Debris Management Guide, although Contractor may still consult these resources for general guidance. The collection, removal, and disposal of debris work requires that workers are performing eligible work in accordance with any public assistance guidelines including but not limited to Federal, State and Local regulations.

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County, Florida in response to an emergency event such as, but not limited to, hurricane(s), tornadoes, flooding, fire or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendor(s) with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in St. Lucie County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200, (§ 200.317-200.327, Procurement Standards) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The County currently has separate contracts to provide that service. This RFP is specifically for Emergency Debris Removal Services. Vendors shall not include proposals that include Debris Monitoring Services. One or more Vendor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

Scope of services under this contract includes, but is not limited to:

2-4 DELIVERY AND COMPLETION OF WORK FROM THE DATE OF THE NOTICE TO PROCEED

The County will issue the official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile, mail, or email. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the vendor to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the Vendor shall provide the County with a reasonable time frame in which the work will be completed. The County will use the Vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the County's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2-5 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

2-6 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

a. Authorized Representative – County employees and/or contracted individuals designated by the County or County Debris Manager to take actions as described in this RFP and the resulting Contract.

b. Chipping or Mulching – see Grinding.

c. Cleanup Crew – A group of individuals and/or an individual employed by the Debris Removal Vendor to collect disaster debris.

d. Construction and Demolition Debris (C&D) – FEMA's PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

e. County – St. Lucie County, Florida

f. County Approved Final Disposal Site – a final disposal location approved in writing by the County.

g. County Debris Manager – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

h. Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property.

i. Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

j. Debris Management Site (DMS) – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

k. Debris Monitoring – Actions taken by the County in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. Demobilization – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

n. Demolition – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

o. Designated Area – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.

p. Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

q. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of

the Public Assistance grant program and FEMA's PAPPG and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project. Generally, eligible work is:

- Required as a result of the declared incident;
- Located within the designated area; and
- The legal responsibility of the County.

r. Emergency Debris Clearance - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

t. E-Waste – End of life electronics, typically televisions, computers and related components.

u. FEMA Public Assistance Program and Policy Guide (PAPPG) – FEMA's comprehensive guidance regarding the policy and program administration of the Public Assistance Program, including eligibility requirements and rules related to disaster debris removal.

v. FEMA Publication 325 Debris Management Guide – This publication has been superseded by the PAPPG, but may still be referred to as a reference. It is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses.

w. Field Inspector – See Monitor.

x. Garbage – Waste that is regularly collected through the County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

y. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

z. Hangers – A hanger is a broken limb or branch. The current eligibility requirements for removal of a hanger according to FEMA's PAPPG are:

- The limbs or branches must be greater than two inches in diameter, measured at the point of break; and

- The limbs or branches must post an immediate threat, e.g., hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction.

aa. Hazardous Stump – a tree stump that has 50% of the root-ball exposed. Removal of the stump and filling the root-ball hole is eligible. If grinding the stump in-place is less costly than extraction, grinding the stump in-place is eligible.

FEMA only reimburses contracted stump removal on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

bb. Hazardous Tree – FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

cc. Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and

Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

dd. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ee. Household Hazardous Waste (HHW) –a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ff. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector"

gg. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

hh. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ii. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

jj. Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

kk. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

ll. Temporary Debris Staging and Processing Facility (TDSPF) – Site for the staging and processing of collected debris prior to final disposal. May also be referred to as a Debris Management Site (DMS).

mm. Temporary Debris Storage and Reduction Site (TDSR) – Site designated by the County for the storage and reduction of disaster related debris.

nn. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

oo. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

pp. Vegetative Debris – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

qq. Vendor – the term "Vendor" as used herein, refers to the vendor(s) selected to conduct debris removal operations per the terms of the contract. The term includes primary vendor(s), subcontractors, and individual crews.

rr. White Goods – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils. The County will identify certified recycling centers that are permitted to take white goods.

2-6.1 ACRONYMS

ACM - Asbestos Containing Material
C&D - Construction and Demolition
CFR - Code of Federal Regulations
DMS - Debris Management Site
EO - Executive Order
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection
FDOT - Florida Department of Transportation
FEMA - Federal Emergency Management Agency
FHWA - Federal Highway Administration

GPS - Global Positioning System
HHW - Household Hazardous Waste
OSHA - Occupational Safety and Health Administration
PA - Public Assistance
PPDR - Private Property Debris Removal
PPE - Personal Protective Equipment
PW - Project Worksheet
RACM - Regulated Asbestos Containing Material
RCRA - Resource Conservation and Recovery Act
ROE - Right-of-Entry
ROW - Right-of-Way
RRC - Rapid Response Crew
SWMF - Solid Waste Management Facility
TDSPF - Temporary Debris Staging and Processing Facility
TDSR - Site Temporary Debris Storage and Reduction Site
USACE - United States Army Corps of Engineers
VOCs - Volatile Organic Compounds

2-7 SCOPE OF SERVICES

The selected Vendor shall be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Vendor(s) shall be able to assemble trucks, equipment, materials, and crews immediately following a disaster, giving the County priority status.

At a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the County for which there is no advance warning, a designated County employee will contact the Vendor(s) to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County must issue a written Notice to Proceed. Within 8 hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the County Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within 24 hours of notification by the County. Within 72 hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue debris removal operations. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under the awarded contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time

Notice to Proceed is issued and executed by the County for the Vendor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

2-7.1 EMERGENCY ROAD CLEARANCE

At the request of the County for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Vendor's 70-hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Vendor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2-7.2 ROW VEGETATIVE DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close

proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

2-7.3 ROW C&D DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

g. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.

h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2-7.4 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property

debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

2-7.5 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

2-7.6 DMS MANAGEMENT, OPERATIONS, AND REDUCTION THROUGH GRINDING

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices.

i. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

j. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

k. Vendor is responsible for providing 24 hour DMS(s) security.

l. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

m. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2-8.16: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.7 DMS MANAGEMENT, OPERATIONS AND REDUCTION THROUGH ABOVE GROUND AIR CURTAIN INCINERATION

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator

(ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS locations includes obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.

b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA, and FDEP guidelines.

c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.

i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed, mixed in, or picked up accidently with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.

m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2-8.16: Debris Site Tower Specifications).

A. Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, seeding, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.8 HAUL-OUT OF REDUCED DEBRIS TO A COUNTY APPROVED FINAL DISPOSAL SITE

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor(s) shall not use any disposal facility without the written consent of the County Debris Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County Debris Manager prior to issuing any such authorization.

c. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type, and origin of waste delivered.

e. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

2-7.9 REMOVAL OF HAZARDOUS TREES AND HANGERS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Trees 6 inches or greater in diameter, measured 4.5 feet above ground level and eligible Hangers inches or larger in diameter, measured at the point of break. Debris generated from the removal of these eligible Hazardous Trees and eligible Hangers will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, 2-7.2). Eligible hazardous leaning trees less than 6 inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, 2-7.2. The County will not compensate the Vendor for cutting leaning trees less than 6 inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris of eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible Hazardous Trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible Hazardous Trees 6 inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County

Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Trees at 2-6(bb) for eligibility requirements.

b. Eligible hazardous Hangers will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs 2 inches or greater in diameter measured at the point of break existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hangers at 2-6(z) for eligibility requirements.

2-7.10 REMOVAL OF HAZARDOUS STUMPS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Stumps greater than 2 feet in diameter, measured 2 feet from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Any voids not backfilled immediately following Hazardous Stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of Hazardous Stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible Hazardous Stumps 2 feet or less in diameter measured 2 feet from the base of the tree will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, 2-7.2. The diameter of eligible Hazardous Stumps less than 2 feet will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, 2-7.2.

a. Eligible Hazardous Stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible Hazardous Stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Stump at 2-6(aa) for eligibility requirements.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2-7.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2-7.2. The

cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

c. Eligible Hazardous Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, stump reduction, and disposal.

2-7.11 DOCUMENTATION REQUIREMENTS FOR HANGERS, HAZARDOUS TREES, AND HAZARDOUS STUMPS

The Vendor must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

a. Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

b. Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

c. Quantity of material to fill root-ball holes; and

e. Equipment used to perform the work.

f. For Hazardous Stump, the Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: (1) Names and signatures of parties present; (2) Physical location (street address, road cross streets, etc.); (3) stump number; (4) size of stump; (5) date.

2-7.12 ROW WHITE GOODS DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved Solid Waste Management Facility (SWMF). White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants or oils are not damaged.

White goods are banned from landfill disposal in the State of Florida, yet but are accepted for recycling.

a. The removal, transportation, and recycling of eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

c. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a St. Lucie County approved Solid Waste Management Facility and turned over to the facility to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

2-7.13 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the County.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

2-7.14 E-WASTE REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a St. Lucie County approved SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved

by the County. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2-7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of eligible land based abandoned vehicles and vessels in areas identified and approved by the County. The removed eligible vehicles and vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles and vessels includes obtaining all necessary local, state and federal handling permits, and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

2-7.16 DEAD ANIMAL CARCASSES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the St. Lucie County Code Enforcement Services Division and the St. Lucie County Health Department.

2-7.17 OTHER DEBRIS REMOVAL WORK

Neither the Vendor nor any subcontractors hired by the Vendor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Vendor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2-7.18 PRE-EVENT COORDINATION MEETING

The successful Vendor(s) may be required, if requested by the County, to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

2-7.19 DESCRIPTION OF DESIGNATED AREAS

a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

j. The County reserves the right to inspect the DMS, verify quantities, and review operations at any time.

2-7.20 DEBRIS MANAGEMENT SITES (DMS)

The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.
The Debris Management Sites are as follows:

Location	Acreage	Waste Type	GPS Entrance Location
Airport Commerce Park	145	Yard Trash, C&D, Mixed Debris	Lat. 27°29'53.69" Long. 80°23'53.97"
Indian River Estates	2	Yard Trash	Lat. 27°21'07.34" Long. 80°19'32.43"
Savannas Recreation Area	1.5	Yard Trash	Lat. 27°22'53.16" Long. 80°18'19.70"
SLC Fairgrounds	22	Yard Trash, C&D, Mixed Debris	Lat. 27°22'22.89" Long. 80°29'20.59"
Indrio Road Staging Site	200	Yard Trash, C&D, Mixed Debris	Lat. 27°31'14.49" Long. 80°22'19.53"

The County will assign specific DMS to specific Vendor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Vendor. If additional DMS locations are needed for the operation, the County shall provide an approved list of alternate DMS locations. The list will include all necessary site information to allow the Vendor, with assistance from the County, to submit to FDEP for approval. If the County establishes any additional DMS, a copy of the agreement showing indemnification of the County for the use and proposed restoration plan of the additional sites, shall be provided to the County. In addition, the Vendor shall execute a hold harmless agreement for each additional established DMS that is not identified within the awarded contract. The hold harmless agreement must be approved by the County prior to execution.

Prior to the use of any DMS, analysis of both groundwater and soil will be required by the Vendor to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the County at the expense of the Vendor(s). The results of such testing shall be sent directly from the professional to the County. The Vendor shall be required to provide the County with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with preparing, operating, and site remediation of land used as DMS in the County is a cost borne by the Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The County may also establish designated Residential Convenience Centers (residential drop-off sites). If this should occur, the County may at its option request the Vendor to be responsible for removing all disaster related debris from those sites. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The Vendor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the County's Debris Monitoring Consultant. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2-8 TECHNICAL SPECIFICATIONS

2-8.1 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the contract with the Vendor(s) at any time and for any reason. This shall supersede the general provisions.

2-8.2 NOTICE TO PROCEED

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendors(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2-8.3 CHANGES IN SCOPE OF WORK

The County Administrator or his designee may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2-8.4 SAFETY

The Vendor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Vendor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Vendor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2-8.5 ON-SITE PROJECT MANAGER

The Vendor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Vendor(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

2-8.6 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

The Vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the County.

2-8.7 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 inch by 6 inch boards or greater and not to extend more than 2 feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

2-8.8 TRAFFIC CONTROL

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal

laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

2-8.9 RAPID RESPONSE CREW

Vendor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

2-8.10 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Vendors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's Hazardous Materials Removal and Disposal contractor(s). The Vendor(s) shall notify the County's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Vendor(s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The County or County's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

2-8.11 WORK HOURS

The Vendor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

2-8.12 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the County manager or his designee, and the project shall be completed in accordance with the project schedule.

2-8.13 LIQUIDATED DAMAGES

Should the Vendor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the County, as liquidated damages, the following:

a. The Vendor shall pay the County, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued Notice to Proceed.

b. The Vendor shall pay the County, as liquidated damages, $500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the County, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

2-8.14 DAMAGES

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either

repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Debris Manager. Any invoices submitted to the County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Vendor's invoice for work accomplished. If the Vendor(s) fails to repair any damaged property, the County may have the work performed and charge the Vendor(s).

The Vendor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor(s)'s equipment during debris removal. The Vendor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor(s)'s equipment or personnel at no additional cost to the County. If the Vendor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Vendor(s) to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within 48 hours and a written report submitted to the County Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the County immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the County will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies in the project. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an $80.00r fee to the Vendor. The $80.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Vendor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor(s) may petition the County in writing for a partial retainage release.

2-8.15 EXISTING UTILITIES

a. Some trees and debris that are to be removed under the awarded contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.

b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are

caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

2-8.16 DEBRIS SITE TOWER SPECIFICATIONS

a. The Vendor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Vendor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

2-8.17 FACILITIES AT DMS LOCATIONS

The Vendor(s) shall provide as many ADA compliant portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor(s) throughout the duration of dumping operations. The expense incurred by the Vendor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

2-8.18 OWNERSHIP OF DEBRIS

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Vendor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than 2 inches in diameter and shorter than 2 feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

2-8.19 ENVIRONMENTAL PROTECTION

a. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor(s) shall receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

b. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

c. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

d. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

e. The Vendor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

f. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

g. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

2-8.20 DOCUMENTATION AND MEASUREMENT

a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending

days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Vendor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as Hangers or Hazardous Tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

- Each ticket shall be of a type that consists of one original and five copies.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, 2 copies

will be given back to the vehicle operator and the remaining 2 copies will be provided to the Vendor.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled 24 hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2-7.2 – ROW Vegetative Debris Removal

- Section 2-7.3 – ROW C&D Debris Removal

- Section 2-7.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures

- Section 2-7.5 – Demolition, Removal, Transport and Disposal of RACM Structures

- Section 2-7.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

2-8.21 PAYMENT

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. A 10% retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconcillation is complete. Portions of the retainage may be held by the County to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

h. Vendor(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds.

j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County

challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Vendor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

2-8.22 FHWA-ER PROGRAM CONTRACT REQUIREMENTS

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the County for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

2-8.23 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the County, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and/or disposed.

Services not specifically identified in any contract derived from this RFP may be added to the contract upon mutual consent of the contracting parties.

2-8.24 DISTRIBUTION OF WORK

The County reserves the right to activate more than one contractor to provide the debris services outlined in this RFP. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this RFP.

2-8.25 COUNTY'S DEBRIS MONITORING CONSULTANT

Vendor shall be in contact and comply with the County's contracted consultant and representative for the monitoring of debris collection and removal services. The County's contracted consultant and representative shall be a separate contractor, from this solicitation and its award, who will be exclusively contracted for monitoring services. The monitoring consultant shall certify all of the vendor's loads and the safety of the vehicles in which the debris is being removed.

2-9 SUBCONTRACTORS

The County prefers that the Contractor provide all services needed to comply with the RFP. Should a Sub-Contractor be needed, the Primary Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Primary Contractor to ensure that Sub-Contractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2-10 CONTRACT TERMS

The selected Vendor is to provide items and services listed at firm fixed rates on an as needed basis for an initial period of 1 year, renewable for three additional 1 year periods. Both the County and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this solicitation.

The awarded contract will contain the required provisions at 2 C.F.R. § 200.326, Appendix II to 2

C.F.R. Part 200, and FEMA guidance, as applicable.

Part III: INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The Proposal shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

The following information, at a minimum, shall be included in the Proposal:

A. COVER PAGE

Statement of Qualifications Introductory letter: This letter's no more than two pages will summarize in a brief and concise manner the proposer's understanding of the RFP, the County's objective, the proposer's acceptance of conditions and any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. The letter should name all of the persons authorized to make presentations for the Offeror, including the titles, addresses, and telephone numbers. The Letter shall be signed by a representative who is authorized to contractually bind the Contractor. If proposal is signed by

someone other than President, Vice President, Treasurer, a copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included.

B. TABBED SECTIONS

TAB 1 REQUIRED FORMS

The following forms are required with Proposer's submittal. Proposals not including the following forms will be rejected and considered non-responsive. Forms can be downloaded in the Required Submittal Packet attached to the solicitation documents.

- Form #1 Proposer Information and Authorized Signature
- Form #2 Non-Collusion Affidavit
- Form #3 Corporate Resolution
- Form #4 Confirmation of Drug-Free Workplace
- Form #5 Public Entity Crime Affidavit
- Form #6 Hold Harmless and Indemnity Agreement
- Form #7 Certification Regarding Debarment & Suspension
- Form #8 Anti-Lobbying Certification
- Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)
- Addenda Any and all issued addenda regarding this solicitation, signed and dated, if applicable

TAB 2 EXECUTIVE SUMMARY

This section shall include a summary of your organization, including its history. Indicate the number of years Proposer has had in providing these services. Provide any additional information which will present evaluators with insight about the qualifications, fitness, and abilities of Proposer. This section shall also include a list of all judgments from lawsuits in the last 3 years and current pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract. Please include a current copy of your State of Florida Corporate Registration. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

TAB 3 PROPOSER EXPERIENCE AND QUALIFICATIONS

List the names and titles of principals, management, trainers, staff, and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the Proposal. The Proposer shall also provide information on services provided in past emergency incidents with other governments, cities of similar size, businesses, corporations, or other entities within the last ten (10) years to demonstrate how its experience makes it qualified for this project. Please include the names of the entities, the length and the magnitude of the incidents that occurred within your Proposal.

TAB 4 REFERENCES

Provide at least 5 references which the Proposer has provided the same or similar services for the same type during the past 10 years and who can attest to the Proposer's ability to perform at or above the current level of expectations set within the scope of work.

Each reference shall include, at a minimum:

- Name and full address of reference organization;
- Name of Contact person for contract;
- Telephone number(s);
- Date of initiation of contract with reference; and
- Brief summary of services provided.

TAB 5 EXISTING CONTRACTUAL OBLIGATIONS

The Respondent shall provide information on any established or currently ongoing contracts with other Governments, cities of similar size, businesses, corporations or other entities. Please include the names of the entities, the lengths of the contract and their expiration dates.

TAB 6 METHODOLOGY, TECHNICAL PLAN, AND APPROACH

Proposer shall describe the methodology, technical plan, and approach they will take to accomplish the work described herein and provide the solution that best suits the County's needs. The Proposer shall provide an overview of how they will work with the County to provide the solution proposed and required services. This refers to the exact type and nature of the Proposer's proposed services and how they accomplish the objectives and needs of the County, as well as the ability to comply with the County's needs for a service provider that is experienced, educated, knowledgeable, and capable of complying and adhering with Federal reimbursement programs. The proposer shall establish a clear demonstration and understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. This shall include the

technical plan being proposed, the equipment being used, the number of personnel being used, and justification for the total time frame to complete the scope of work. Information shall include, but not be limited to the following:

a. Provide and describe a general description of the type of solution and all available processes within the solution proposed.

b. Explain the approach plan to support the needs and objectives of the Scope of Services established within this RFP.

c. Illustrate and describe the ability to provide a quick and rapid response to an incident; including the actual time to respond and provide a fully implemented and operational system prior to an incident or on an emergency on call basis.

d. Illustrate and describe the ability to provide project management and administrative resources.

e. Illustrate and describe the ability to provide collection and disposal of debris and the parameters within that service at all locations.

f. Provide and describe a staffing plan.

g. Illustrate and describe abilities to provide any other related or additional services applicable or related to this type of service.

TAB 7 COST PROPOSAL

This section shall be submitted by utilizing the Cost Proposal form (Form # 11) in the Required Forms Packet. No additional forms will be accepted or submittals that state "see attached". It is the Proposer's responsibility to provide a full disclosure of the pricing requested and all costs associated with a fully implemented and developed solution within this tab.

Schedule 1 shall include hourly rates and the grand total for the following 3 categories. These are identified as:

1. Equipment types w/ operator
2. Labor
3. Crew

Schedule 2 shall include unit rates and the grand total for the following 15 categories. These are identified as:

1. Vegetative Debris Removal (based on section 2-7.2)

2. C&D Debris Removal (based on section 2-7.3)

3. Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on section 2-7.4)

4. Demolition, Removal, Transport and Disposal of RACM Structures (based on section 2-7.5)

5. DMS Operation and Reduction Through Grinding (based on section 2-7.6)

6. DMS Management and Reduction by Air Curtain Incineration (based on section 2-7.7)

7. Haul-Out of Reduced Debris to a County Approved Final Disposal Site (based on section 2-7.8)

8. Removal of Hazardous Trees and Hangers (based on section 2-7.9)

9. Removal of Hazardous Stumps (based on section 2-7.10)

10. ROW White Goods Debris Removal (based on section 2-7.12)

11. Household Hazardous Waste Removal, Transport and Disposal (based on section 2-7.13)

12. E-Waste Removal (based on section 2-7.14)

13. Abandoned Vehicle Removal (based on section 2-7.15)

14. Abandoned Vessel Removal (based on section 2-7.15)

15. Dead Animal Carcasses (based on section 2-7.16)

All fees submitted shall be associated with the fully operational solution during an emergency scenario. Pricing shall include materials, labor, set up fees, training fees, start-up fees, mobilization, demobilization, travel related expenses, meal allowances, hotel rooms, and any charges or other relevant out of pocket expenses associated with the services required within this solicitation. Pricing not within the requested schedules shall be the responsibility of the Proposer to provide these services or purchase these materials.

PART IV: SELECTION CRITERIA AND EVALUATION METHOD

4-1 GENERAL

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County shall evaluate the merit of the proposal based on the best value criteria listed herein. The sole objective of this evaluation is to select the vendor whose proposal is most responsive and the best value to the County's needs for a contractor to perform Emergency Debris Collection and Removal Services.

The County reserves the right to request additional information or to meet with vendors to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation. This is to include demonstrations of vendor's solutions.

The County reserves the right to reject any and all proposals that fail to meet the requirements of this RFP or which the County determines will not meet its needs. The County may reject the proposal of a vendor who is not, in the opinion of the County, in a position to satisfactorily perform the contract. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. The County reserves the right to award based upon individual line items, sections, or total proposal. The County may also accept or reject any of the alternates that may be set forth in a proposal.

4-2 MINIMUM QUALIFICATIONS AND EXPERIENCE

The County is seeking proposals from vendors who are have past, proven, and positive experiences in projects of similar and same size of scope of work. Proposals shall be accepted from vendors who meet the following minimum criteria, evaluated on a pass/fail basis. The Proposer shall:

- Have at least 5 years' experience in providing services for emergency debris collection and disposal services in an emergency scenario or environment.
- Be licensed to conduct business in the State of Florida.
- Provide a copy of the its audited financial statements for the previous two years and proof of its credit rating.
- Provide an organizational chart showing its ownership structure and resumes of experienced key personnel.

Proposals that do not meet these minimum qualifications will be rejected without the further evaluation outlined in Section 4-3.

4-3 EVALUATION METHOD AND SCORING CRITERIA

A Selection Committee will be appointed by the County Administrator and will be responsible for reviewing and evaluating Proposals, selecting the firm(s) that provides the best value to the County, and then negotiating a contract. The Proposers with the highest-ranked submittals may

be asked to make a detailed presentation of their product / service to the Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the County.

In general, the County wishes to avoid the expense to the County and to proposers of unnecessary presentations. Therefore, the County shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing Manager to schedule the top ranked firm(s) for presentations or interviews.

The County may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the County chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Purchasing Manager shall establish the schedule and Proposers will be notified at least 7 calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications. The County shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

After presentations, firms will be assigned a final score, with the highest ranked firm moving forward to the negotiation phase. The Selection Committee shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference (scoring) and submit this final ranking as its final recommendation. No work for this project shall proceed without written authorization from the County.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the County arising from such negotiations.

Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

4-3.1 COMPLIANCE WITH REQUEST FOR PROPOSALS / TAB 1 (0 - 10 POINTS)

This refers to the adherence by the Proposer and the submittal of all required forms, samples and requests within the proposal and all conditions and requirements of this RFP.

4-3.2 RESPONDENTS EXPERIENCE, QUALIFICATIONS, EXISTING CONTRACTS, AND REFERENCES / TABS 2, 3, 4, AND 5 (0 - 30 POINTS)

Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

c. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.

d. Reference information gathered from other entities regarding the past experience of the firm; and

e. Strength of the other information required in Tabs 2, 3, 4, and 5.

4-3.3 METHODOLOGY, TECHNICAL PLAN, AND APPROACH / TAB 6 (0 - 30 POINTS)

This refers to the exact type and nature of the Proposer's proposed services and how it plans to accomplish the objectives of the project, as well as the ability to rapidly respond to the County's needs. The Proposer must demonstrate a clear understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the proposer to perform accordingly shall be made by the County.

a. The ability, capacity, skill and organization of the proposer to perform as proposed.

b. The completeness, reasonableness, and efficiency of the proposed solution, including project management, administrative, and staffing plans.

c. The ability of the Proposer to respond rapidly to the County's needs.

d. Any other value added elements of the Proposal as deemed relevant by the County.

4-3.4 COST PROPOSAL / TAB 7 (0 – 30 POINTS)

This refers to the proposed rates of the Proposer. Please note that price is only one factor for consideration of award. The County reserves the right to award the contract to other than the lowest priced offeror.

Part V: Required Forms Packet

The following eleven (11) forms are required and are to be filled out completely and submitted with your proposal as per Section 4 (Instructions for the Preparation of Proposals and Response Requirements). All applicable forms shall be submitted as required by the solicitation documents.

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: _____

F.E.I.N. or Social Security Number: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address _____

Type of Entity: ❑ Corporation ❑ Partnership ❑ Proprietorship ❑ Joint Venture ❑ Other

State of Incorporation: _____ Year of Incorporation: _____

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: _____

Title: _____

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF _____;
COUNTY OF _____;

_____ being first duly sworn, deposes and says that:

1. The undersigned is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #3 CORPORATE RESOLUTION

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, 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 workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). 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 prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee 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 contenders to, any violation of Chapter 893 Florida Statutes 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 the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal In response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

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

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

STATE OF _____;
COUNTY OF _____;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

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

_____

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

_____

Signature of Proposer's Authorized Representative

_____

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name	Contract Number
Name	
Title	
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
CONTRACTOR Name

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350		
50' Bucket Truck	350		
Crash Truck w/impact Attenuator	140		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	140		
Dozer, Tracked, D5 or Equivalent	210		
Dozer, Tracked, D8 or Equivalent	210		
Dump Truck, 16 +/- CY	140		
Dump Truck, 20 +/- CY	210		
Dump Truck, 38 +/- CY	210		
Generator, 5.5 kW, List kW Capacity	140		
Generator, 200 kW, List kW Capacity	140		
Generator, 2,500 kW, List kW Capacity	210		
Light Plant with Fuel and Support	350		
Grader w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	140		
Hydraulic Excavator, 2.5 CY	140		
Knuckleboom Loader	350		
Lowboy Trailer w/Tractor	140		
Mobile Crane up to 15 ton	140		
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Vac Truck (Mist Capacity), List capacity	210		

Pickup Truck, I ton	70		
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Tub Grinder, 800 to 1,000 HP	350		
Hydraulic Excavator, 1.5 CY (w/thumb)	140		
Hydraulic Excavator, 2.5 CY (w/thumb)	140		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350		
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350		
Wheel Loader, 3 CY, 152 HP	140		
Wheel Loader, 4.0 CY, 200 HP	140		
Wheel Loader, 1.5 CY, 95 HP	210		
Equipment with Operator Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70		
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140		

Tree Climber/Chainsaw and gear	350		
Laborer w/Chainsaw and gear	350		
Laborer w/small tools, traffic control or flag person	350		
Bonded and Certified Security Personnel	140		
Labor Category Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Crew Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350		
Crew Category Grand Total Extended Price:			
Others not listed in crew category – Please list below			

GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000			
16 to 30 Miles	125,000			
31 to 60 Miles	75,000			
Greater than 60 Miles	50,000			

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000			
16 to 30 Miles	25,000			
31 to 60 Miles	25,000			
Greater than 60 Miles	15,000			

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			

31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			
31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100			
16 to 30 Miles	9,100			
31 to 60 Miles	15,000			
Greater than 60 Miles	30,000			

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500			
13 inch to 24.99 inch diameter	1,000			
25 inch to 36.99 inch diameter	750			
37 inch to 48.99 inch diameter	300			
49 inch to larger diameter	100			
Hanger Removal (per Tree)	3,000			

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500			
37 inch to 48.99 inch diameter	250			
49 inch and larger diameter				

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250			
Washers, dryers, stoves, ovens and hot water heaters	500			

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000			

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250			

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			

Double Axle	25			
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75			
Vessels 21 linear feet or greater	50			
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000			
GRAND TOTAL OF SCHEDULE 2				

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

1. Does the County still have a disaster debris monitoring firm under contract, or is that contract being re-procured as well?
   Answer: The County has newly procured contracts with the following: True North Emergency Mgmt., Thompson Consulting and Tetra Tech.

2. Are you able to provide the names and titles of the evaluation committee members?
   Answer: No

3. Are you able to provide the date, time, and location when the evaluation committee meeting will evaluate proposals?
   Answer: No

4. Where will the intent to award be made, and how will it be communicated to proposers?
   Answer: Notice of Intent are posted on DemandStar.com

5. Does St. Lucie County own any self-loading grapple trucks? If the answer to the previous question is "yes," how many?
   Answer: No

6. How many miles of County maintained roadway is within the County?
   Answer: 540 miles of roadway

7. Does the County have memorandums of understanding or mutual aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services?
   Answer: No

8. Does the County intend to allow for some of the incorporated municipalities within the County to utilize this contract, and if so, which ones?
   Answer: It is unknown at this time.

9. On page 55 of 76 of the RFP document, the proposed rates will be evaluated on the unit rates submitted for the individual items listed. Does this mean that you will evaluate each line item's cost separately, and thus, will not simply be adding up the line items to come up with a "bid price"?
   Answer: Line items will be evaluated at an overall cost comparison.

10. Does the County plan to evaluate the hourly line items pricing equally with the unit line items pricing, or will they be evaluated and scored separately?
    Answer: They will not be evaluated and scored separately.

11. Line item 2-7.10 of the pricing schedule does not list an estimated quantity for trees that are 49 inches and larger in diameter. Are we to surmise that "0" should be the estimated quantity for this line item?
    Answer: One should be the estimated quantity.

12. Are you able to provide the location(s) of any approved DMS location(s) for the upcoming hurricane season?
    Answer: No

Client#: 1095194 ASHBRINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2022

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

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

PRODUCER	CONTACT NAME: Kandi Schmitz
USI Insurance Services, LLC 360 Columbia Drive, Suite 105 West Palm Beach, FL 33409 561 693-0500	PHONE (A/C, No, Ext): 561-693-0504 FAX (A/C, No): 855-420-6662 E-MAIL ADDRESS: Kandi.Schmitz@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
AshBritt, Inc 565 East Hillsboro Blvd Deerfield Beach, FL 33441	INSURER A : Starr Surplus Lines Insurance Company	13604
	INSURER B : Praetorian Insurance Company	37257
	INSURER C : Federal Insurance Company	20281
	INSURER D : Infinity Assurance Insurance Company	39497
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	1000065645211	05/22/2022	05/22/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	X	X	CA574877MGA	05/22/2022	05/22/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			1000336529221	05/22/2022	05/22/2023	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	QWC4001875	06/06/2022	06/06/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Equipment			6639855	05/22/2022	05/22/2023	See desc of operations	
A	Professional Liab			1000065645211	05/22/2022	05/22/2023	$1,000,000 per claim	
A	Pollution Liab			1000065645211	05/22/2022	05/22/2023	$1,000,000 per location	

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

10 days notice of cancellation for non payment; 30 days for all other
General Liability, Professional Liability include Additional Insured, Primary & Non Contributory and Waiver of Subrogation
Auto Policy includes Additional Insured and Waiver of Subrogation
Workers Compensation includes Waiver of Subrogation
(See Attached Descriptions)

CERTIFICATE HOLDER

The City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950-4205

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

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KXSET

DESCRIPTIONS (Continued from Page 1)

Equipment Coverage Leased / Rented Equipment $500,000
Contract: C22-02-232 - Emergency Debris Removal

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
Where Required By Written Contract	Where Required By Written Contract
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.

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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
Where Required By Written Contract	Where Required By Written Contract
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.

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Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Named Insured: AshBritt, Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.

3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Steve Blakey
Steve Blakey, President

Nehemiah E. Ginsburg
Nehemiah E. Ginsburg, General Counsel

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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City Commission Regular Meeting - 5:05 pm **11. f.**

Meeting Date: 08/15/2022

Re: Approval to allocate $100,000 of American Rescue Plan Act Funds for Utility Bill Assistance Program

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval to allocate $100,000 of American Rescue Plan Act Funds for Utility Bill Assistance Program.

SUMMARY:

Staff presented a proposed strategy to assist residents experiencing difficulty in meeting their utility bill obligation to the City Commission on August 8, 2022. $100,000 of American Rescue Plan Act funds has since been identified to fund this initiative intended to give our citizens some relief.

RECOMMENDATION:

Staff recommends approval of this request.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager

COORDINATED WITH:

Audria Moore-Wells, Special Projects Coordinator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2021
Account:	TBD
Amount:	$100,000

OTHER INFORMATION:

This allocation will be encumbered from American Rescue Plan Act funds for the Utility Bill Assistance Program.

Attachments

Presentation

COFP ARPA Spending Plan

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/09/2022 10:45 AM
City Manager	Nick Mimms	08/09/2022 04:00 PM

Form Started By: Audria Moore-Wells Started On: 08/09/2022 07:21 AM

Final Approval Date: 08/09/2022

Utility Bill Assistance

City Commission Conference Agenda

August 8, 2022

HELP OFFERED

- **ALPI Energy & Water Fair (Low Income Home Energy Assistance Program-LIHEAP) & Low-Income Home Water Assistance Program (LIHWAP)**
  - Approximately 500 people applied for assistance.
  - Was the first time water bills were included.
  - Applications are under review and could take 4 to 8 weeks for determination
  - Applicants must have a total household gross income of no more than 150% of the Federal Poverty guidelines and provide additional requested information
  - First-come, first-serve basis

- Suspended all service disconnections for non-payment, effective August 1st
- Waived any late fees assessed after August 1st, 2022
- Offered budget billing and special payment arrangements

- **Project CARE partnership with Mustard Seed ($50,000)**
  - Financial assistance up to $150.00 to qualified applicants must pay part of the bill
  - Customers must meet an income threshold of 200% or below the poverty level to qualify and provide additional requested information
  - By appointment only
  - Does not assist the same household more than once in any 12-month period

ADDITIONAL RESOURCES AVAILABLE

Mustard Seed - Various	772-465-6021	www.mustardseedslc.org
ALPI – Low Income Home Energy Assistance Program	863-956-3491	www.alpi.org/liheap
The Salvation Army	772-464-4846 ext. 104	www.salvationarmyflorida.org/martincounty/
In the Image of Christ – Low Income Home Energy Assistance Program	772-461-7788	www.intheimageofchrist.org/programs
Treasure Coast Council Society of Saint Vincent de Paul	772-465-4551	www.treasurecoastcouncil.com/getting-help
St. Lucie County Human Services		www.stlucieco.gov

Opportunities for Assistance

Payment Assistance

- Partnership with St. Lucie County
- Administer crisis home energy assistance based on the Low-Income Home Energy Assistance Program (LIHEAP) guidelines.

Guidelines

- Allocate $100,000 of ARPA funds
- Limited to once during the cooling season through September 30, 2022
- An applicant must have a final notice or shut-off
- Max. assistance is $5,000, based on what is needed to resolve the crisis
- City Resident

Community Investment

- Provide weatherization rehabilitation improvements to up to 30 owner-occupied homes belonging to our extremely low-income citizens.
- The CDBG FY 23 Annual Action Plan includes $20,000 allocation.
- Supplement funding with ARPA funds

ARPA (AMERICAN RESCUE PLAN ACT)

ARPA Funding Available to the City of Fort Pierce
The American Rescue Plan Act of 2021 (H.R. 1319) was signed into law on March 11, 2021. The $1.9 trillion program is designed to address the COVID-19 pandemic, including public health and economic impacts.

The bill appropriated $65.1 billion in direct federal aid to all counties in Florida based on their population proportion of the United States. ARPA funds have been allocated to the City of Fort Pierce in the amount of $13,502,665.

Allowable Uses
The City may use the funds to:

- Respond to or mitigate the public health emergency with respect to the COVID-19 emergency or its negative economic impacts
- Provide government services to the extent of the reduction in revenue
- Make necessary investments in water, sewer, or broadband infrastructure
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

ARPA Spending Plan
Staff recommended the following projects to the Fort Pierce City Commission based on a needs assessment, project review, and project prioritizing process.

Infrastructure Projects - $2,943,000
The collection and treatment of wastewater and stormwater play a critical role in protecting public health. The City has identified the following stormwater projects to be funded by ARP:

Stormwater Drain Replacements

- North 16th Street (Avenue K to Avenue I) - $300,000
- Atlantic Avenue (S 5th Street to S 7th Street) - $500,000
- Avenue Q (N 14th Street to N 17th Street) - $600,000

Drainage Improvements

- Phase III of Surfside Drainage Improvements including Sunset Isles, Mimosa, Jacaranda - $1,400,000

Sanitary Sewer Improvements

- Little Jim Bridge, North Hutchinson Island - $143,000

Refuse Collection Vehicles - $2,116,047
Approved by City Commission January 3, 2022

As a result of residents staying home to observe social distancing guidelines as well as the dramatic increase in single-use products like PPP during the pandemic, the quantity of curbside waste significantly increased throughout the City. The purchase of additional refuse collection trucks will allow the City to continue to efficiently provide the invaluable service of waste collection.

Broadband Initiatives - $440,000
COVID-19 has underscored the importance of universally available, high-speed, reliable, and affordable broadband coverage as residents rely on the internet to participate in remote school, healthcare, work, etc. Eligible projects in broadband are those that are designed to provide services meeting adequate speeds and are provided to unserved and underserved households and businesses.

The City proposes the following broadband connectivity initiatives:

- Lincoln Park Broadband Initiative - $200,000
- Smart City Downtown Broadband Initiative - $240,000

Enterprise Resource Planning - $1,147,103
Approved by City Commission June 21, 2021

COVID-19 has emphasized and accelerated the City's strategic goal of adopting contactless, cloud-based technologies to provide the best service to our community.

New Enterprise Resource Planning Software will provide the following modern functionality to operate more efficiently:

- Electronic Plan Review
- Paperless Purchase Order System
- Asset Management
- Bid Management
- Online Payments
- Online Public Record Requests

Axon Tech Improvements - $2,473,199.80
Approved by City Commission September 20, 2021

The Axon ecosystem gives law enforcement new tools to protect life by transforming public safety with technology.

The enhanced program provides:

- Expanded Body Camera and Taser Initiative
- In-Car Video
- Automatic License Plate Readers
- VR Training
- Drone Program

City Marina Security - $289,748.93
Approved by City Commission March 7, 2022

In an effort to promote a safe environment for all patrons and visitors, the Fort Pierce City Marina proposed the implementation of security technologies under the American Rescue Plan, including:

- Indoor and outdoor security cameras
- Access control devices

Premium Pay Essential Workers - $1,580,186
Essential workers have been and continue to be relied upon to maintain continuity of operations of essential critical infrastructure sectors. ARP funding may be used to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency. City of Fort Pierce essential staff has been identified for competitive compensation enhancement under the ARP.

- FY 2022 - $1,080,186 *(Approved by City Commission September 20, 2021)*
- FY 2023 - $500,000

Affordable Housing Program - $900,000
All counties and 77 cities in Florida received Coronavirus State & Local Fiscal Recovery Fund (SLFRF) dollars through the American Rescue Plan that can be spent on a variety of activities to address the public health and economic effects of COVID-19.

Purpose of the program:
To meet the housing needs of populations impacted by the COVID-19 pandemic, including very low, low, and moderate-income households

- To expand production of and preserve affordable housing
- To further the housing element of the local government's Comprehensive Plan specific to affordable housing

Estimated Lost Revenue - $1,000,000
The ARP provides governments with a substantial infusion of resources to rebuild a stronger, and more equitable economy as the country recovers. The City may receive approximately $1M of lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.

Future Projects - $613,380

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 08/15/2022

Re: Public Hearing CDBG FY 22-23 Annual Action Plan

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Community Development Block Grant Annual Action Plan for Fiscal Year 2022-2023

SUMMARY:

Public hearing required by U.S. Department of Housing and Urban Development (HUD) prior to August 16th due date. The Annual Action Plan is Year 2 for the City's 2021-2025 5-year Consolidated Plan, previously approved by the City Commission.

RECOMMENDATION:

Allow the presentation and public hearing for the 2022-2023 CDBG Annual Action Plan.

ALTERNATIVES:

Staff shall proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2022
Account:	103900255483
Amount:	$541,184

OTHER INFORMATION:

The CDBG funding will be available after October 1, 2022, for the 2022-2023 fiscal year.

Attachments

CDBG 2022 Annual Action Plan
Community Needs Assessment Comments
2022 Action Plan Budget

Form Review

Inbox	Reviewed By	Date

Finance Department	Johnna Morris	08/03/2022 05:06 PM
City Manager	Nick Mimms	08/04/2022 03:33 PM
Form Started By: Brittany Marinello		Started On: 07/21/2022 11:32 AM
Final Approval Date: 08/04/2022		

2022 Annual Action Plan

DRAFT

City of Fort Pierce

Grants Administration Division

100 North U.S. Hwy 1

Fort Pierce, FL 34950

OMB Control No: 2506-0117 (exp. 09/30/2021)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Fort Pierce will achieve this primary objective through a program where not less than 70% of funds will support activities that benefit low- and moderate-income persons and prevent or eliminate slum or blight. All activities are eligible under the Code of Federal Regulations (CFR), Section 24 CFR 570.201-208 and will address national and local community development objectives as indicated in #2 below.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objective of the City of Fort Pierce Community Development Block Grant program is the development of a viable urban community, including decent housing and a suitable living environment, for persons of very low to moderate income, and to stabilize and expand small businesses.

The City of Fort Pierce will achieve this primary objective through a program where not less than 70% of funds will support activities that benefit low- and moderate-income persons and prevent or eliminate slum or blight. All activities are eligible under the Code of Federal Regulations (CFR), Section 24 CFR 570.201-208 and will address national and local community development objectives.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In total, the City of Fort Pierce expended $350,796.74 in CDBG funds for program year 2021-22 (program year began October 1, 2021), **by the end of September, 2022**. Funding was utilized in the pursuit of the City's and HUD's mutual goals of providing decent housing, creating a suitable living environment, and expanding economic opportunities. An overview of the expenditures:

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

A Community Needs Survey was conducted where responses/comments were collected.

Public Hearing was held on August 15, 2022.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Comments from the survey are attached as an additional document.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views would have been accepted.

7. Summary

Pursuant to the Consolidated Plan regulations under 24 CFR Parts 91, 92, 570, 574, 576, and 968, and Section 91.105, the City of Fort Pierce has implemented its Citizen Participation Plan to include and incorporate provisions that affect the Community Development Block Grant (CDBG) Program.

This Plan represents a coordinated attempt to achieve maximum involvement of the City Commission, Communitywide Council, various community groups, supportive social service organizations and every citizen of the City of Fort Pierce with emphasis on participation by persons of extremely low, very low, low and moderate income residents.

The City strives to keep all interested parties informed about opportunities for involvement in each phase of the Consolidated Plan process, including providing opportunities to comment on Plan submissions to HUD, any substantial amendment of the Plan, and the annual performance report. Objective: *The development of a viable community including decent, safe, and sanitary housing and a suitable living environment for persons of very low, low and moderate income, and stabilizing and expanding small businesses.*

Prior to the City adopting the 2022-2023 Annual Action Plan, the following actions were taken:

- The survey was available in English from July 26 through August 15, 2022. A press release promoting the survey was published in a local daily newspaper, on the City's website, and social media. Hardcopies of the survey were available at Fort Pierce City Hall or by mail or fax, upon request.
- A total of 75 completed surveys were received by the City from citizens and supportive service agencies and organizations.
- The City made available to citizens, public agencies, and other interested parties' information that included the approximate amount of assistance the City will receive and the range of

proposed activities to be undertaken, including the amounts to benefit persons of extremely low, very low and low income.

- A Draft 2022-2023 Action Plan in English was made available for citizens, public agencies and other interested parties to examine through posting on the City's website, and by reproducing copies and making them available at the Fort Pierce City Hall. A draft summary of the proposed Plan was also displayed on the City's local television station, in English and Spanish and in two newspapers of local circulation, in English and Spanish. The summary also listed the dates and times for the public hearing that were conducted at regularly-scheduled City Commission meetings as well as staff contact information. Copies of the proposed Plan were also available to citizens to review via U.S. mail, upon request.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FORT PIERCE	Finance Department/Grants Administration Division

Table 1 – Responsible Agencies

Narrative (optional)

The City of Fort Pierce Grants Administration Division located in the Finance Department is the lead entity charged with preparing the Consolidated Plan, the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). In this capacity, the City works in cooperation with other key government agencies, non-profit agencies and for-profit agencies addressing affordable housing, and other community development issues. Collaborative partnerships with key stakeholders are indispensable to the community's success in addressing the needs of low and moderate-income residents and improving the quality of life for all the residents. These partnerships help to ensure that all residents, regardless of race, gender, age, income level, or disability, have equal access to affordable housing, community development resources, jobs, and services available in the City.

Consolidated Plan Public Contact Information

Brittany Marinello, Manager, , City of Fort Pierce Grants Administration Division; 100 North U.S. Hwy. 1, Fort Pierce, FL 34950; 772-467-3161; email: grantsadministration@cityoffortpierce.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Fort Pierce recognizes that the preparation of the Annual Action Plan requires discussion and consultation with many diverse groups, organizations, and agencies. During the planning process for the Annual Action Plan, the City encouraged citizen, nonprofit and for profit participation. In the course of preparing this document, City staff provided a Community Needs Assessment Survey, community presentations, public hearings and met with supportive service providers within the City to discuss and gather input on their ideas for improving community development needs within the City.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

To be inclusive of various agencies and organizations, the City disseminated Community Needs Assessment Surveys to an outreach list that included the following types of local agencies: · Nonprofit service providers that cater to the needs of low and moderate income households and persons with disabilities or special needs; · Housing professionals; · Public agencies; · Economic development and employment organizations; · Local Housing Authority; · Government staff of participating jurisdictions; and · Community and neighborhood groups. Copies of Press Releases promoting the availability of the survey were sent to more than 40 supportive service agencies and real estate companies, employment organizations, community and neighborhood groups, housing professionals and County offices. Survey results were compiled and used in the creation of this Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Fort Pierce is a member of the Treasure Coast Homeless Services Council, the CoC for Indian River, St. Lucie, Martin and Okeechobee Counties. As detailed in our 2021-2025 Consolidated Plan, the City and many of our supportive service providers have requested for years to receive funding or other assistance from the CoC to help address our growing homeless population, with little movement. The City is currently working with the Fort Pierce Housing Authority and St. Lucie County to create a homeless strategy and to develop and transitional housing program. The Treasure Coast Homeless Services Council website was used to gather information and data on the City's homeless numbers and the CoC's efforts to address our critical homeless situation.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

This is not applicable. The City of Fort Pierce is not the direct recipient of ESG funding. The local CoC oversees ESG funds for St. Lucie (where Fort Pierce is located), Indian River and Martin Counties.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Lincoln Park Mainstreet
	Agency/Group/Organization Type	Planning organization Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency.
2	**Agency/Group/Organization**	CareerSource Research Coast
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education Services-Employment Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fort Pierce has an ongoing collaborative relationship with CareerSource Research Coast and consults with the agency on the annual Job Fair, Lincoln Park Business Expo, and summer youth internship programs.
3	**Agency/Group/Organization**	ST. LUCIE COUNTY
	Agency/Group/Organization Type	Housing Other government - County Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. Collaborated on affordable housing needs, fair housing assessment, and county stakeholder input regarding community needs.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Treasure Coast Homeless Services Council	The TCHSC support homeless services located in Indian River County, although, as our CoC for Indian River, St. Lucie, and Martin Counties, they use all of our PIT numbers to secure grants for homeless services.
Consortium Plan	St. Lucie County	Although this is a Plan for the HOME program, this Plan includes strategies for rehabilitation of homes belonging to very low income Fort Pierce Citizens. The City's Consolidated Plan also has strategies for addressing this issue through our State Housing and Initiatives Partnership (SHIP) program funds.
Regional Analysis of Impediments to Fair Housing	St. Lucie County	Fair Housing goals overlap in both plans.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Encouraging citizen participation and consulting with public and private agencies are important parts of the planning process. The City used several methods to solicit citizen participation, including public notices, community and area newspapers, public meetings, public hearings, survey of needs and other outreach efforts. Information and comments received during this process helped to guide and shape the development of the goals listed in the 2016-2020 Consolidated Plan and this Annual Action Plan. A copy of the City of Fort Pierce's Citizen Participation Plan is available upon request.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community		75		https://www.surveymonkey.com/r/QY9D6XQ

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	541,184	0	0	541,184	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

We are currently collaborating with local investors and stakeholders toward creating a Land Trust here in Fort Pierce and are working toward developing affordable rental properties and affordable homes for sale for our citizens.

Discussion

The City will utilize funding received directly from the Housing Finance Corporation via the State Housing Initiatives Partnership (SHIP) program to fund down payment and closing cost assistance and owner-occupied housing rehabs for income-qualified citizens. We estimate new home-buyers will receive up to $15,000 each and we continue to work toward the completion of home rehabs occupied by very low income citizens.

Collaborations and partnerships with the World Changers organization, Habitat for Humanity, the Florida Housing Finance Corporation, the Fort Pierce Housing Authority and Fort Pierce Utilities Authority will provide additional resources over the next years for home rehabilitations, improvements to historic neighborhoods and home purchases.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Expand and Improve Public Infrastructure	2021	2025	Non-Housing Community Development		Expand/Improve Public Infrastructure & Facilities	CDBG: $50,000	Public service activities other than Low/Moderate Income Housing Benefit: 14000 Persons Assisted
2	1B Improve Access to Public Facilities	2021	2025	Non-Housing Community Development		Expand/Improve Public Infrastructure & Facilities	CDBG: $152,947	Public service activities for Low/Moderate Income Housing Benefit: 15000 Households Assisted
3	2A Housing Rehabilitation	2021	2025	Affordable Housing		Public Services & Quality of Life Improvements	CDBG: $60,000	Homeowner Housing Rehabilitated: 30 Household Housing Unit
4	2B Affordable Housing Opportunity	2021	2025	Affordable Housing		Preserve & Develop Affordable Housing	CDBG: $40,000	Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted Homelessness Prevention: 20 Persons Assisted Other: 1000 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	3A Provide Supportive Services for Special Needs	2021	2025	Non-Housing Community Development		Public Services & Quality of Life Improvements	CDBG: $50,000	Public service activities for Low/Moderate Income Housing Benefit: 1000 Households Assisted
6	3B Provide Vital Services for LMI Households	2021	2025	Non-Housing Community Development		Public Services & Quality of Life Improvements	CDBG: $50,000	Public service activities for Low/Moderate Income Housing Benefit: 2000 Households Assisted
7	4A Provide for Small Business Assistance	2021	2025	Non-Housing Community Development		Economic Development	CDBG: $80,000	Businesses assisted: 100 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A Expand and Improve Public Infrastructure
	Goal Description	Improve community parks and playgrounds; Provide improvements to facilities open to the general public; and/or Provide improvements to local emergency shelters for the homeless.
2	**Goal Name**	1B Improve Access to Public Facilities
	Goal Description	Improve community with local art and culture.

3	**Goal Name**	2A Housing Rehabilitation
	Goal Description	Home Rehabilitation - Collaborate with Fort Pierce Utilities Authority to provide weatherization rehabilitation improvements to up to 30 owner-occupied homes belonging to our extremely low income citizens. Partner with the World Changers Organization, Habitat for Humanity and provide our Paint Our Town proram to provide home rehabilitations to up to 25 owner-occupied homes belonging to very low income homeowners Provide owner-occupied home rehabilitations to up to 10 very low income-qualified homeowners through our State Housing Initiatives Partnership (SHIP) program. Provide down payment and closing cost assistance to up to 20 income-qualified citizens.
4	**Goal Name**	2B Affordable Housing Opportunity
	Goal Description	Promote and provide Fair Housing workshops in Fort Pierce.
5	**Goal Name**	3A Provide Supportive Services for Special Needs
	Goal Description	Provide supportive and neighborhood services for up to 3,500 lower citizens in Fort Pierce.
6	**Goal Name**	3B Provide Vital Services for LMI Households
	Goal Description	
7	**Goal Name**	4A Provide for Small Business Assistance
	Goal Description	Partner with Service Corps of Retired Executives and Small Business Development Center to provide technical assistance and workshops for small businesses to increase capacity and sustainability; small business grants for attendees to workshops for new business startups; provide advertising/technical assistance for small LMA businesses; provide annual job fair; provide annual Lincoln Park Business Expo. Support Lincoln Park Mainstreet and Mainstreet Fort Pierce.

Projects

AP-35 Projects – 91.220(d)

Introduction

The table below shoes the PY 2022-2023 projects for the City of Fort Pierce. Administrative cost may not exceed 20% of the CDBG grant fund allocation and public services has a grant cap of 15%.

Projects

#	Project Name
1	Housing Programs
2	Economic Development
3	Public Services
4	Public Facilities and Infrastructure
5	Program Administration
6	Neighborhood Revitalization

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	Project Name	Housing Programs
	Target Area	
	Goals Supported	2A Housing Rehabilitation; 2B Affordable Housing Opportunity
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	$90,000
	Description	The City will provide for housing rehabilitation activities such as a weatherization program for LMI homeowners aimed at improving housing to withstand the elements and making it more energy efficient to decrease utility bills; and minor housing rehab to LMI households. Additionally, affordable housing initiatives such as income based rental assistance and homeless services will be addressed
	Target Date	9/30/23
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities for Low/Moderate Income Housing Benefit: 1000 Tenant-based rental assistance / Rapid Rehousing: 20 Homelessness Prevention: 20
	Location Description	Citywide

	Planned Activities	Planned activities include a weatherization program, minor housing rehab for LMI households, income based rental assistance, and housing workshops.
2	Project Name	Economic Development
	Target Area	
	Goals Supported	4A Provide for Small Business Assistance
	Needs Addressed	Economic Development
	Funding	$80,000
	Description	The City will provide assistance to small businesses in LMI neighborhoods and also support neighborhood revitalization activities that promote minority groups in Fort Pierce
	Target Date	9/30/23
	Estimate the number and type of families that will benefit from the proposed activities	Businesses assisted: 50
	Location Description	Citywide
	Planned Activities	Planned activities include assistance to small businesses in LMI neighborhoods; technical assistance and marketing/advertising for small micro enterprises; commercial facade grants for properties located in lower income deteriorated areas. Planned activities also include support neighborhood revitalization activities

		that promote economic development and small business assistance for minority groups in the Fort Pierce. These activities range from local art and cultural heritage to tourism with various projects designed to recognize, promote and celebrate Native and African American Latino/Hispanic, Cuban and Haitian cultures throughout the City. HUD Matrix Codes, economic development (18A, 18B, 18C).
3	Project Name	Public Services
	Target Area	City Limits
	Goals Supported	3B Provide Vital Services for LMI Households; 3A Provide Supportive Services for Special Needs
	Needs Addressed	Public Services & Quality of Life Improvements
	Funding	$50,000
	Description	The City will provide for vital service that improve the quality of life for LMI households and special needs groups in the City.
	Target Date	9/30/23
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities for Low/Moderate Income Housing Benefit: 2000
	Location Description	Citywide

	Planned Activities	Public Service projects including grants to nonprofits that provide public services to lower income citizens and youth residing in a very low income minority neighborhood. All organizations previously approved for funding through this public service activity will add new services or increased numbers of people served to their existing projects.
4	Project Name	Public Facilities & Infrastructure
	Target Area	Citywide low-mod
	Goals Supported	
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities
	Funding	$50,000
	Description	Various projects for Public Facilities, including improvements to playgrounds, community centers, and homeless shelters in lower income neighborhoods.
	Target Date	09/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000
	Location Description	Citywide low-mod
	Planned Activities	Planned activities include improvements to streets, parks, and recreational facilities.

5	Project Name	Program Administration
	Target Area	N/A
	Goals Supported	1A Expand and Improve Public Infrastructure 2A Housing Rehabilitation 4A Provide for Small Business Assistance 3B Provide Vital Services for LMI Households 2B Affordable Housing Opportunity 3A Provide Supportive Services for Special Needs
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities; Preserve & Develop Affordable Housing; Public Services & Quality of Life Improvements; Economic Development
	Funding	$108,183
	Description	Planning and administration of CDBG Programs
	Target Date	09/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Planning and Administration of the CDBG programs.
6	Project Name	Neighborhood Revitalization
	Target Area	These activities will take place within the city limits of Fort Pierce.

	Goals Supported	1B Improve Access to Public Facilities
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities Public Services & Quality of Life Improvements
	Funding	CDBG $152,947
	Description	Various projects including promotion of local art and cultural heritage projects, creative placemaking initiatives, historic preservation; grants for CBDOs.
	Target Date	09/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	We estimate approximately 15,500 lower income families will benefit from these proposed activities.
	Location Description	These activities will take place within the city limits of Fort Pierce.
	Planned Activities	**Annual Highwaymen Heritage Trail Art Show and Festival** - Promote local minority art and cultural heritage with annual event in very low-income minority neighborhood to increase civic pride, new business startups, economic development. 570.203; Matrix Codes 18B and LMA **Lincoln Park Main Street** - provide grants to Community Based Development Organizations to assist low to moderate income business owners by promoting neighborhood and downtown revitalization, economic development, job creation, tourism, historic preservation, tourism and energy conservation. 570.204(a)(1) Matrix Code 18A; LMA

		Main Street Fort Pierce - provide grants to Community Based Development Organizations to assist low to moderate income business owners by promoting neighborhood and downtown revitalization, economic development, job creation, tourism, historic preservation, tourism and energy conservation. 570.204(a)(1) Matrix Code 18A; LMA **Art Murals** - provide grants to local artist to design and create art within the City limits to promote/educate the public on the rich history of Fort Pierce.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Fort Pierce does not allocate funding based solely on geographic requirements. Individuals or households must meet income qualifications in order to receive direct assistance from activities and services in the CDBG program. For eligible public facilities and infrastructure improvement activities the City will be targeting low/mod block group tracts.

CDBG housing activities will occur within the corporate limits of the City of Fort Pierce. Infrastructure and capital improvement projects will continue to be conducted only in areas that are more than 51% very low and low-income as determined by the Census Bureau.

The City of Fort Pierce will use at least 70% of its CDBG funds within the census block groups that have high concentrations of low-and moderate income (LMI) persons. These block groups represent the greatest need for housing rehabilitation, improvements to overall living environments, economic development, job creation and public service projects.

The assignment of priority needs was made on the basis of input from housing and supportive service organizations, the community survey, staff, input at public hearings and City staff assessment of needs.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

There are blighted areas in specific geographical areas that have disproportionate needs. Two of these areas are the Lincoln Park neighborhood and the Orange Avenue corridor from Hwy. 1 west through 25th Street.

Discussion

Allocations will be made using the rating scale for projects that consider several criteria: · The severity of the need; · The availability of other funds to ensure project viability; · How the project meets national CDBG objectives and goals; · How well the project addresses local needs; and · How large the impact will be for residents, i.e. number of beneficiaries.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

For program year 2022, the City of Fort Pierce will implement the following affordable housing goals to benefit extremely low, very low and low income residents, including homeless, non-homeless, and special-needs households to provide affordable housing by using funds made available for the specific activities including, public facilities, home rehabilitations, weatherization and assistance with down payment and closing costs first time homebuyers.

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	15
Special-Needs	20
Total	55

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	50
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	65

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City of Fort Pierce does not currently administer public housing projects; however, the City does work in partnership with the Fort Pierce Housing Authority (FPHA) as funding is available to support public housing projects.

The City of Fort Pierce will also continue to support the FPHA in efforts to create and maintain a transitional housing program for homeless families and also in efforts put forth to provide resources for public housing residents to become more involved in the management of their own lifestyle and participate in homeownership opportunities.

Actions planned during the next year to address the needs to public housing

The City will continue our collaborations with the Fort Pierce Housing Authority and area supportive service providers to develop a transitional housing program for our growing number of homeless families in the City of Fort Pierce.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City will continue to partner with the Fort Pierce Housing Authority (FPHA) to promote our down payment and closing cost assistance for first time homebuyers and the workshops provided by the FPHA that teach and mentor on financial responsibility, improving credit scores, etc.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless prevention resources are available in Fort Pierce, however the limited resources available fall short of providing adequate services to meet the growing needs of both the emerging homeless population and residents who are at risk of becoming homeless. While gaps do exist there are strong non-profit organizations working in coordination to ensure this population is served.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Treasure Coast Homeless Services Council (TCHSC) serves as the Continuum of Care for 3 counties, which include St. Lucie County (the City of Fort Pierce). The CoC conducts a yearly Point in Time (PIT) count, in relation to HUD's requirements. the TCHSC publishes the homeless numbers for St. Lucie County on their website, which includes an assessment of their individual needs. This information is submitted with annual grant applications to address our homeless issues. Unfortunately, all funding for the TCHSC is primarily utilized in Vero Beach, Florida, even after several attempts by the City of Fort Pierce to have the TCHSC re-evaluate their funding distribution for homeless services so that the City's service organizations could receive some much-needed financial support.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Fort Pierce will continue to collaborate with the Fort Pierce Housing Authority and local supportive service organizations to develop a transitional housing program for our growing number of homeless families; additionally, the City will allocate funding through our Public Facilities activity to help cover the costs associated with rehabilitating the showers and enlarging the kitchens in our existing emergency homeless shelters.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As stated above, there are a few very small emergency shelters located within the City of Fort Pierce. These do not come close to meeting the needs of our homeless population. Additionally, the City is collaborating with various agencies, including Fort Pierce Housing Authority to develop a

transitional housing program. Funding is limited, however, we are committed to seeing this through.

Homeless needs are addressed in the community through other organizations, including but not limited to In the Image of Christ emergency shelter for the homeless. The City of Fort Pierce is located within the boundaries of the Treasure Coast Homeless Services Council Continuum of Care, however, none of our homeless providers receive any financial support from the TCHSC.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Fort Pierce is too small to be the lead agency for major social welfare programs. In order to ensure that residents of the City of Fort Pierce are referred to partner agencies for services, the City partners with counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network provides computer and telephone information and referral for all social service needs. The network provides persons needing assistance a single point of contact for finding solutions to their problems.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

A severe shortage in affordable housing stock increases the pressure on the City's housing market. One of the biggest challenges in the City is the huge disparity between housing costs and what people with low and moderate incomes can afford to pay. It is because of these factors that fostering and maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable housing units. Additionally, the City and its municipal partners will also continue to support the efforts of local housing providers who carry out strategies to retain and create affordable housing options throughout the region.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Actions planned to foster and maintain affordable housing

The shortage of affordable, decent housing in Fort Pierce increases the pressure on the City's housing market. One of the biggest challenges in the City is the huge disparity between housing costs and what people with low- and moderate-incomes can afford to pay. It is because of these factors that fostering and maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable housing units. Additionally, the City will also continue to support the efforts of local non-profit housing providers who carry out strategies to retain and create affordable housing options throughout the region.

The City plans to take the following actions to help foster and maintain affordable housing:

1)As a recipient of the Closing the Gap Initiative with the Florida Housing Coalition, providing down payment assistance to very low/low income households - financial assistance can be used to buy down the cost of the mortgage; 2) Continue providing weatherization program funding through CDBG and partnerships with Fort Pierce Utilities Authority; 3) Continue using State Housing Initiatives Partnership (SHIP) funds to rehabilitate owner-occupied homes belonging to lower-income citizens; 4) Provide SHIP funds for down-payment and closing cost assistance for lower-income citizens; 5) Promote information at lending consortium meetings on affordable housing needs within the City of Fort Pierce; 6) Continue to identify regional partners with similar affordable housing interests and potentially provide a fair housing center to provide ongoing education and enforcement programs; and 7) Continue to explore ways to increase the amount of affordable housing throughout the City, including examining ways to increase the amount of housing stock that is barrier free and ADA compliant.

Actions planned to reduce lead-based paint hazards

Though no accurate geographic information about the incidence of lead-based paint (LBP) exists in the City of Fort Pierce on a house by house basis, the City realizes that lead-based paint poses a serious health hazard and must be addressed. The City will encourage residents and property owners to test for and abate lead paint.

All housing proposed for rehabilitation under the City’s CDBG and SHIP programs is screened by the year built to determine possible LBP hazard before funds are utilized. If a hazard is suspected, the owner of

the home being rehabbed is given the EPA Fact Sheet - *Identifying Lead Hazards in Your Home* and the EPA publication - *Protect Your Family from Lead in Your Home*. During the feasibility inspection, if the inspector identifies a potential lead-based paint problem, he notifies the owner and may test the suspect area with a swab or take a sample to be processed through the County Health Department. If the repair will disturb any surface containing lead, abatement procedures will be utilized before the repair can go forward. If lead paint is detected, abatement costs are included in the rehabilitation. In every program where federal funds are expended on a housing unit, the City incorporates the current procedures for hazard reduction or lead-based paint abatement guidelines as defined in 24 CFR Part 35.

When rehabilitating homes, the City provides homeowners a copy of the U.S. Department of Housing and Urban Development letter that informs homeowners what to do if they encounter lead-based paint in their home, and informs that no paint used during the rehabilitation contains lead. If funds expended exceed $5,000 and old paint surfaces are disturbed, the City will take the position that the home contains lead-based paint if it was built prior to 1978 and will conduct abatement measures, per state and federal guidelines.

The St. Lucie County Health Department has established a lead screening process to screen school children less than 7 years old for and treat high levels of exposure to lead. All high-elevated levels are reported to the Epidemiology Division and investigated by an Epidemiology nurse.

Funding through the State Housing Initiatives Partnership (SHIP) program will be used to remediate lead-based paint issues, as needed.

The City has allocated CDBG funding to promote an ongoing educational campaign designed to inform the public on Fair Housing and on the hazards of lead-based paint and on resources that are available to address this dangerous issue.

Actions planned to reduce the number of poverty-level families

The City of Fort Pierce is committed to reducing the number of households with incomes below the poverty level by supporting programs to motivate and assist them to move toward self-sufficiency. The City will continue to support the efforts of local agencies who are working with consumers who may be at the poverty level or below the poverty level. Jurisdictions work with various service providers and other units of local government to provide low-income citizens with supportive services. The City continues to provide grants for programs to address human service needs in the community. These services and programs include children and family services, adult services, food and nutrition services, Employment training programs, many others. These programs and services help to build a foundation upon which individuals and families can find a pathway to self-sufficiency. As a means of reducing the number of persons with incomes below the poverty line, the City will continue to coordinate efforts with other public and private organizations providing additional economic development and job training

programs.

Actions planned to develop institutional structure

The City of Fort Pierce manages the institutional delivery structure surrounding the acceptance and allocation of federal grant funds for Consolidated Plan programs. The goals and objectives of the Strategic Plan could not have been developed without residents' informed assistance. Implementation of CDBG funds is overseen by the Department of Finance, Grants Administration Division. The area non-profits will coordinate and assist in the implementation of approved projects, centered on delivering public improvements, economic development initiatives, neighborhood revitalization and better community facilities. The City of Fort Pierce City Commissioners approve projects and programs that meet the City's goals. As the program matures during the course of the five year planning period, the City of Fort Pierce will work to expand the departments and non-profit agencies involved in the institutional delivery system for the CDBG program.

Actions planned to enhance coordination between public and private housing and social service agencies

Coordination between providers is essential to improve the conditions and address gaps in services for Fort Pierce residents. Actions planned to enhance coordination between public and private housing and social service agencies include: - Encourage agencies to work together to apply for CDBG funds to leverage resources to the fullest extent. - As requests align with the Consolidated Plan goals, provide CDBG funds to eligible projects for housing and social services. - Continue working with the area nonprofits and the Fort Pierce Housing Authority to address issues of poverty and homelessness. - Offer referrals to organizations that would benefit from the leadership, programs, services, or collaboration with other organizations.

The City will continue to work toward enhancing our relationships between local lenders and supportive social service agencies. Local bank and mortgage lenders and members of the St. Lucie County Lending Consortium contribute to the provision of affordable housing by helping to defray the cost of the homeownership workshops. The local banks pay a fee to be a member of the consortium, which in turn is used to procure the services of Consumer Credit Counseling Services (now known as CreditAbility) to provide the training. Participating in the affordable housing program also aids in promoting the local banks in their compliance under the federal Community Reinvestment Act. Coordination and Collaboration with numerous public supportive service organizations allows the City to be able to help prevent the duplication of efforts, and encourage smaller nonprofits to work with larger ones to enlarge service areas, and also identify areas where supportive services are needed and not available.

Discussion:

While the City has few internal resources and limited funding, we will continue to work to identify local partners to strengthen and expand opportunities and develop new programs that address the needs of

our low and moderate income residents.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following provides details on program specific requirements for the Community Development Block Grant.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Q5 Please list ideas on how the City can partner with citizens and organizations to help make your neighborhood a more desirable place to live.

Answered: 53 Skipped: 22

#	RESPONSES	DATE
1	By opening opprotunities for the averaeg citizen in this neighboorhood to be able to buy property and renovate at an exceptional cost rather than inticing outside individuals and businesses to buy here and risk them not staying to provide the instructure and grounding this area needs to refresh itself.	8/2/2022 10:41 AM
2	I think working with citizens within the community, not organizations from outside would benefit greatly	8/2/2022 9:05 AM
3	Promote crime watch start up information Assistance with or donation of supplies for home owner basic facade upgrades Neighborhood identity branding / ex. ..signage; mailboxes	8/1/2022 1:30 PM
4	Cut back of vines and invasive plants encroaching on sidewalks and foot paths.	7/31/2022 6:58 AM
5	When you have grant money for improvements, do mailings to the targeted group. Most people don't check the website for things like the matching funds that you had for facade improvements for businesses. Or your lien reduction for infill lots. It would be easy to do a postcard mailing to all the lots that would qualify. The county does it every year for their amnesty program for their lien reduction program	7/29/2022 12:09 PM
6	improve code enforcement regarding condemned properties	7/28/2022 8:44 PM
7	Homeless shelters is a need in Fort Pierce. We currently have about 15-20 homeless people living in tents in a vacant field.	7/28/2022 1:33 PM
8	capitalism over socialism	7/28/2022 12:47 PM
9	Don't allow corporations to buy up cheap properties in bulk, thereby preventing local homebuyers from opportunities for starter homes. Businesses should be restricted in how many properties they can purchase as rentals. Also restrict developers from cutting down trees and encourage planting more native trees. Global warming is here, and trees could help decrease droughts and relieve high temperatures.	7/27/2022 4:44 PM
10	Stop raising utilities and property taxes, not all of us come from up north and can afford a vacation residence, us locals really struggle with the rise on utilities, taxes and generally every basic necessity.	7/27/2022 4:37 PM
11	Partner with Sword Outreach Mentoirng Center with more fuding for staff and operational expenses of their programs	7/27/2022 3:41 PM
12	Non needed	7/27/2022 2:11 PM
13	1.) It's time to change the public's perception of Ft. Pierce. Downtown is looking wonderful, but the improvement needs to continue to the other side of Orange Ave. (West of US 1) and 2nd St. Partner with existing businesses to get an idea of their thoughts on improvements and safety. You are already doing a nice job of getting your community involved by these SMS messages. 2.) Partner with businesses and developers to expand and redo parking areas. (e.g., change streets big enough, to accomodate angled parking to allow more cars to fit) Slight fees/assessment to businesses and residents? Even the community-at-large, along with the Sunrise theater, and businesses, could participate with creating a fund raiser. Local businesses would benefit from that. 3.) That empty lot behind the Sunrise Theater needs to at least become a parking lot. You own the theater, do you not? 3.) Offer incentives to new small businesses to open a shop in Ft. Pierce. Is it possible to partner with sba.gov? 4.) Consider finding an existing animal activist organization to get their input and involvement to the City to clean up and improve the area where the peacocks and roosters roam. Make it into a nice tiny park possibly? It's a shame that the City does not leverage those beautiful creatures so the	7/27/2022 1:47 PM

	public can enjoy them in a safe setting. The corner is deplorable, unkempt, and the nearby businesses could benefit from a clean-up. Offer the animal organization free signage in that area, and free advertising to help promote their cause; to show the Community of their efforts to contribute to Ft. Pierce's development. Engage Boy Scout & Girl Scout troops in a City space clean-up event and ask the public to join in to help the kids. That must be an activity or two that would help the Scouts earn a badge perhaps? If certain Troops participate, in exchange for their help, when they have their fund raising activities, give them free space and a table at the open Market to sell cookies, or the Christmas wrapping, etc.	
14	Bring in investors to rebuild old neighborhoods.	7/27/2022 1:34 PM
15	A bus service on market days that reaches neighborhoods for free on a definite schedule or constantly running a definite route	7/27/2022 12:40 PM
16	Require people to clean up junk in front yards, keep lawns mowed,	7/27/2022 12:01 PM
17	Making building improvements a real priority. Not just painting houses. But helping the community increase in value with quality. Building more homes that are affordable.	7/27/2022 11:39 AM
18	Link up with FPUA to have children's water fountains and small splash parks around the city.	7/27/2022 11:18 AM
19	Funding for non profits in area for youth programs.	7/27/2022 11:15 AM
20	See number 4 above.	7/27/2022 10:13 AM
21	Add more green space in the downtown area. Move people that are pitching tents in the vacant lots. Move the down town library some where else, as it draws the homeless and makes the area around it seem very seedy. Add more police presence to the down town area. Turn some of the streets into one ways and add round about's instead of lights. Improve Orange avenue since it is a main thorough fare into down town. Add police presence to the Taylor Creek area, this is a really neat spot that I avoid because the few times I have been there, I get nervous because there are areas where the homeless and drug addicts hang around. Do something amazing with old St. Anastasia Building and the green space next to it, like a zen garden with the building becoming an art museum. Move the juice plant out west.	7/27/2022 9:56 AM
22	Not sure. But have surveys done by email or letter ad to what we can do to improve your neighborhood. But starting some where is better than not doing anything. Especially on the north side of Ft Pierce.	7/27/2022 9:34 AM
23	Offer more volunteering opportunities from business organizations to get involved with the community.	7/27/2022 9:29 AM
24	Link up with agencies to assist with with rental assistance, utility assistance, have extended hours with food banks, summer jobs for the children. Start community forum to assist with budgeting, job skills, understanding the importance of house market value so they are willing to keep community clean. Link with housing developers and build more affordable housing.	7/27/2022 9:18 AM
25	I love where I live and I love Fort Pierce. Just need to keep the development of the island to a minimum and try to relocate the waste water facility.	7/27/2022 7:55 AM
26	Putting together a crime watch	7/27/2022 7:18 AM
27	Help citizens to trim trees that have grown beyond controllable heights. Educated about trash pick ups and recycling.	7/27/2022 7:14 AM
28	more community clean-up and improvement days	7/27/2022 6:06 AM
29	Send a representative periodically to HOA meetings	7/27/2022 5:27 AM
30	Maybe create "hurricane helpers" in neighborhoods to help people after any extreme weather event esp if they don;'t have any power.	7/27/2022 12:02 AM
31	I loved PSL's Citizen Summit! I thank you for your newsletters. I would love a more updated GIS program (the one online seems very incomplete/out of date).	7/26/2022 9:45 PM
32	Not sure, but over development and over crowding will not help.	7/26/2022 9:37 PM
33	I've tried to meet with Officer Damian multiple times	7/26/2022 9:11 PM
34	Survey the community have block parties to promote togetherness instead of separate views-all our concerns should be mutual	7/26/2022 9:05 PM

35	Our neighborhood has few needs compared to others. Prioritize neighborhoods with greater need	7/26/2022 9:01 PM
36	More free or sponsored activities for the youth not just one day events. Give the children guidance and opportunities for their future. Affordable housing and make changes to Fort Pierce Utilities.	7/26/2022 8:08 PM
37	We have codes in place , start enforcing them & stop pussy footing around. And stick to your grounds. It's mind boggling how wish washy some of the commissioners are…they start off 1 way and then heaven forbid they get push back (that's not even valid), they change their stance to not hurt someone's feeling/loose a vote (watch the videos). I also Do not think it is fair that certain people sit on different boards. If they are against Your project and they sit on one board, the most likely they wont be impartial & will be against you on another board. This is mostly Directed to the mayor as she's also sits on the FPUA board. That should be a direct conflict of interest. I feel fort pierce can't get out of their own way and keep making stupid decisions & mistakes, wasting a lot of money all around. ($400k for a ride share program?? Come on! You can't even get the tram running - why not put signage on that so people know it's a free tram?? Charge people to advertise vs letting it look "naked" on top. No one really knows what it is. Why not make "free parking" signs on parking garage bigger?? Same complaints since before covid, easy fixes but no results) I also feel the City Manager Is in over his head…and has been for quite a while. He might have been good one Fort Pierce was "sleepy" town, but you can tell he does not know how to run a city that is progressing. I'm tired of this being a "who you know" government. Where if you are a buddy with someone you get special consideration (or "powers to be" let things slide bc of "who you are" & if you aren't a "good ole boy" then you are raked over the coals/denied. I can give you MANY instances of this. It's a shame & embarrassing how many opportunities this city has costed the citizens and you need to get your act together….I can't wait to see the results from this survey & actions (or lack of) taken to "fix" the issues. It's the same song & dance over and over without any action….Case in point - HD King, we have a pool going on to see when (if ever) a shovel will go into the ground. We started it a year ago and so far, no one has "lost" - what does that tell you??? Less talk and more action, please….Those are just my "top" few issues.	7/26/2022 7:35 PM
38	Advertise (not just on facebook) volunteer events with a much longer lead times so helping individuals can react and voluteer. Could use TV channel as a possibility.	7/26/2022 7:22 PM
39	get all homes in FP OFF SEPTIC TANKS & ONTO MUNICIPLE SEWER, plant more trees, do better job cleaning canal along Virginia Ave., repair roads	7/26/2022 7:18 PM
40	Enforce code violations. Force slumlords to renovate and bring properties up to code. Support neighborhood crime watch. Also move the library and put in an amphitheater like they did in West Palm Beach and not allowing homeless to permanently pitch tents next to our homes!!!	7/26/2022 7:00 PM
41	more police patrols for traffic spereding	7/26/2022 6:47 PM
42	Well the trend of eliminating the middle class and making it harder on working class people I don't see how you're gonna be able to do that.	7/26/2022 6:31 PM
43	We can sponsor programs for poor and underprivileged children and young parenting classes to assist in teenage pregnancy and teach them to take care of there children teach them job training as early as 8 or 9 and banking and budgeting responsibility early. Teach them hands on real life experiences.	7/26/2022 6:16 PM
44	Offer incentives to businesses along Orange Avenue to rehabilitate their buildings, paint them and install landscaping and signage. The city needs to increase law enforcement efforts city wide but especially along the Orange Avenue corridor and improve street lighting so residents and businesses feel safe there at night. And the St Anastasia school building needs to be repaired or torn down. I personally feel it would be a gem of the community if it was repaired.	7/26/2022 6:16 PM
45	Churches	7/26/2022 6:00 PM
46	Educate on violations and encourage compliance with outreach by code enforcement officers.	7/26/2022 5:55 PM
47	Restrict the areas for Rehab homes ,alcohol/ drug rehabs to certain areas that is not so close to parks and schools. At least 3 in a 2 block area.	7/26/2022 5:55 PM
48	Take back our neighborhoods one street at a time one building at a time	7/26/2022 5:22 PM
49	Fix the streets and repave the mess. Stop the littering and it won't stop until there's signs and	7/26/2022 5:21 PM

	fines!!	
50	Keep communication open with us	7/26/2022 5:12 PM
51	Noise ordinance / car music playing loudly / train horn silenced between 11pm - 6am	7/26/2022 4:58 PM
52	Improve the traffic	7/26/2022 4:52 PM
53	Update the CDBG plan more frequently than the minimum requirement.	7/26/2022 4:52 PM

2022 Action Plan – Proposed Activities $541,184

Economic Development – $80,000	**$ 20,000 – Job Fair & Lincoln Park Business Expo** **$ 30,000 – Technical Assistance / Grants for Small Business** **$ 30,000 –Small Business Educational Workshops; Small Business Startups**
Public Services $50,000 (<20% CAP)	**$50,000 - PSA Grants**
Public Facilities - $50,000	**Improvements to Playgrounds, Parks, Public Facilities, i.e., Community Gardens**
Housing Programs- $90,000	**$20,000 - Weatherization Program** **$10,000 - World Changers and Paint Our Town Programs** **$20,000 – Housing Workshops** **$20,000 – Rental Assistance** **$20,000 – Emergency Rehab**
Neighborhood Revitalization - $152,947	**$ 52,947 – Promotion of Local Arts and Cultural Heritage** **$ $100,000 – Community Based Development Organizations (MSFP and LPMS)**
Program Administration $108,236 (20% CAP)	**Management, Coordination, Oversight of Program; Fair Housing Workshops**

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 08/15/2022

Re: Avalon Crossing Final Plat (Phase 2)

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Final Plat, submitted by Property Owner(s) Anthony Verderame (Neill Farms FP LLC) and Applicant, David Baggett PE, Project Manager (Engineering Design & Construction, Inc.), to subdivide approximately 24 acres of land (more or less) for The Avalon Crossing Planned Development (Phase II) located at or near 2790 S Jenkins Road in Fort Pierce, FL. The property is currently zoned Planned Development (PD). Parcel Control Numbers: 2419-702-0014-000-8, 2419-702-0015-000-5, 2419-702-0016-000-2, 2419-702-0017-000-9, 2419-702-0018-000-6, 2419-702-0019-000-3, 2419-702-0020-000-3.

SUMMARY:

The applicant is requesting the review and approval of a Final Plat to subdivide approximately 24 acres of land into one-hundred and sixty-six (166) lots for the Avalon Crossing (Phase II) Subdivision located at or near 2790 S Jenkins Road.

RECOMMENDATION:

The Final Plat meets the above standards of the City's land development code and Comprehensive Plan; therefore, Staff recommends APPROVAL with one (1) condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

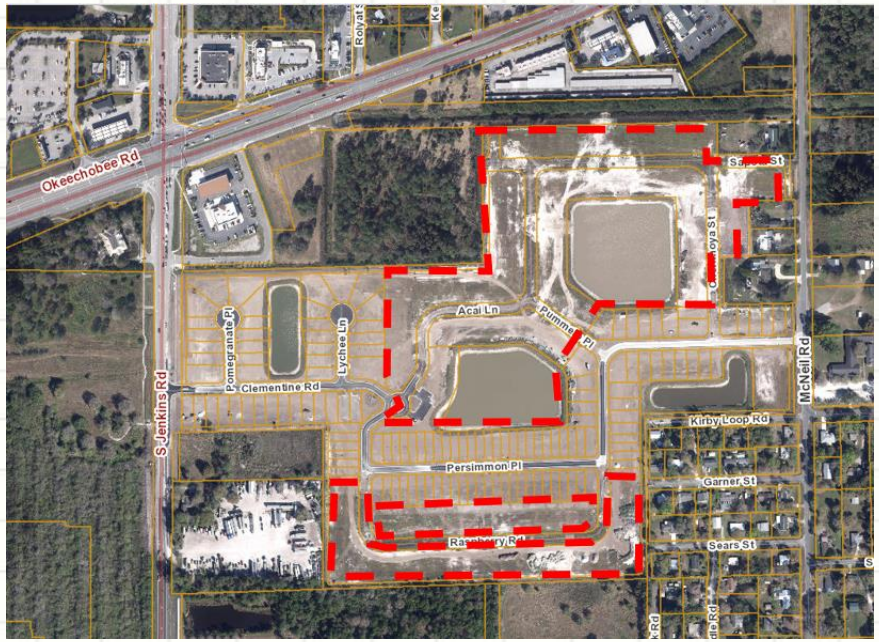
Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/04/2022 03:37 PM
City Manager	Nick Mimms	08/09/2022 09:29 AM
City Manager	Nick Mimms	08/09/2022 04:01 PM

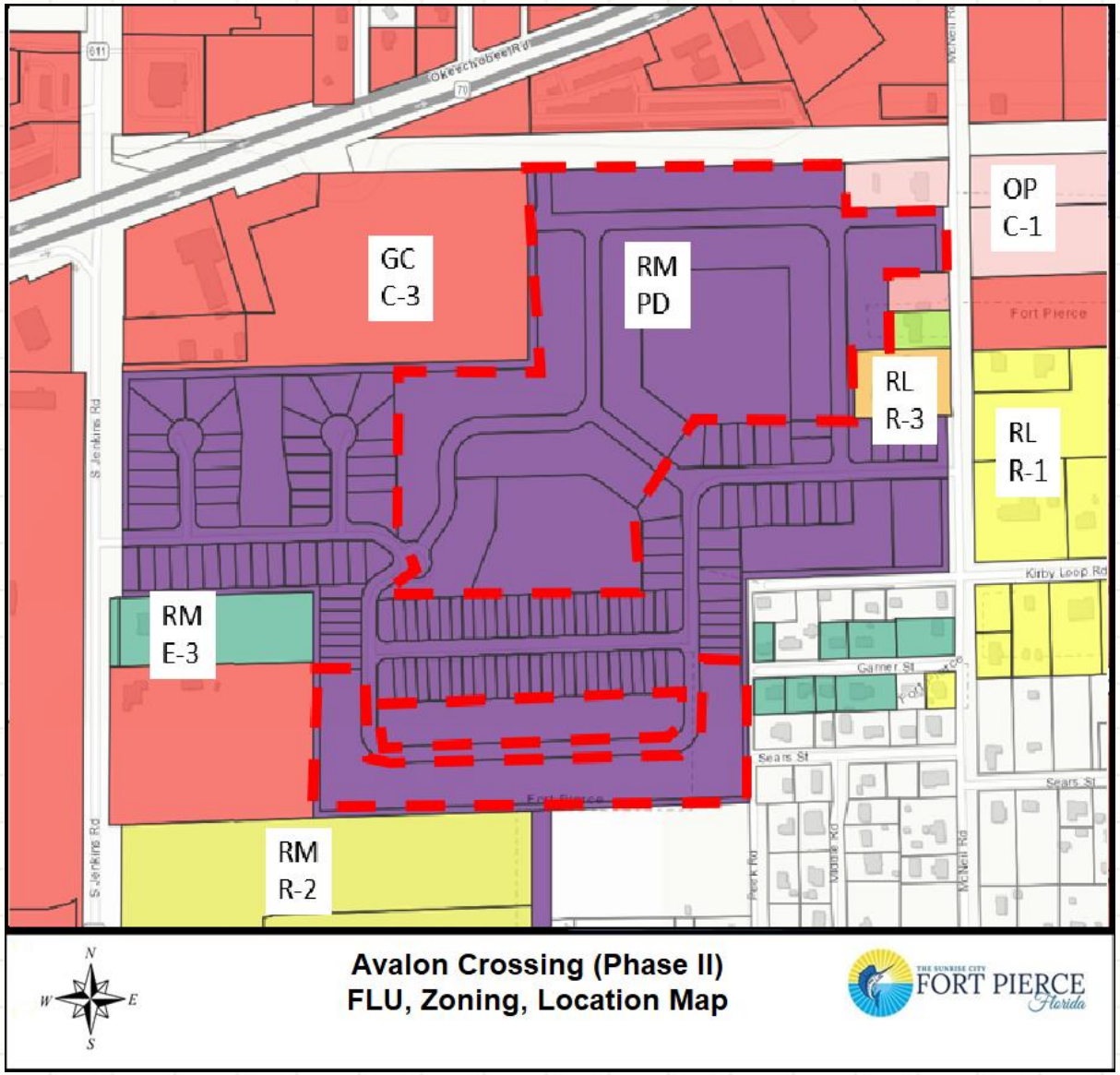
Form Started By: Vennis Gilmore Started On: 08/02/2022 01:40 PM
Final Approval Date: 08/09/2022

Final Plat



At or near 2790 S Jenkins Road

FLU-Zoning-Location Map



Request

Final Plat for (166 Lots) of the Avalon Crossing (Phase II) Subdivision.

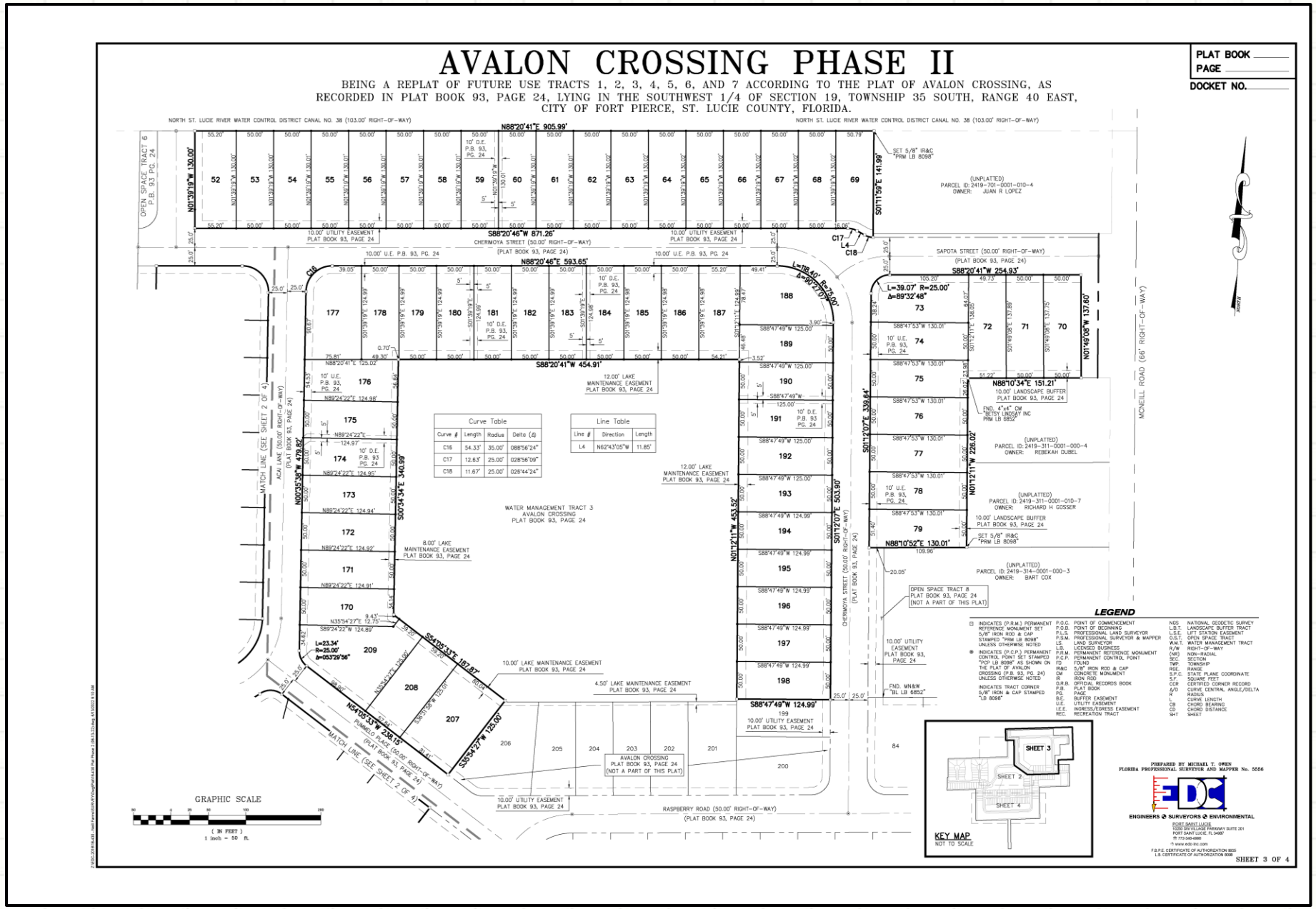
- Staff recommends **Approval** of the request with one (1) condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

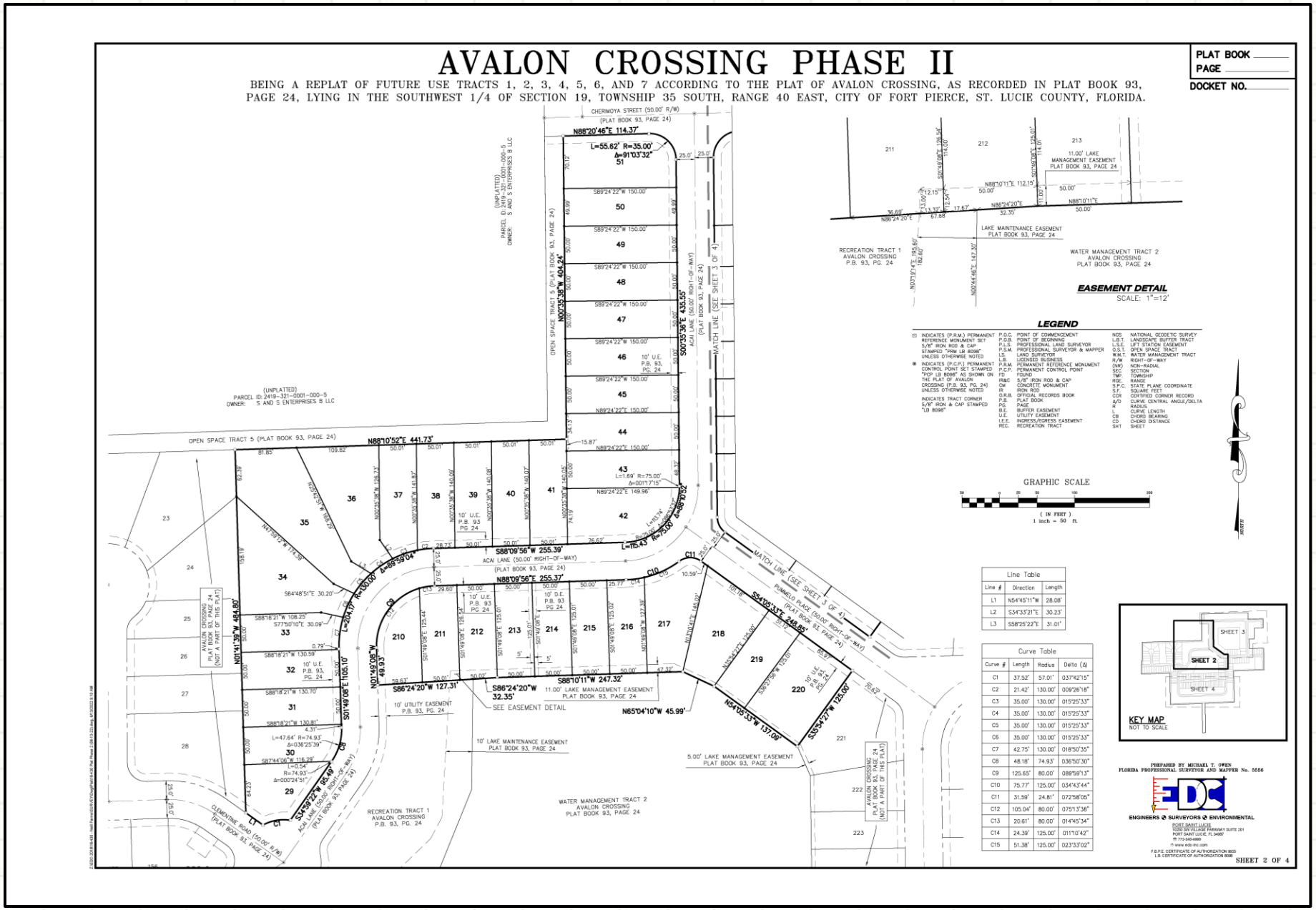
❑ Consistent with Chapter 121 of the City Code, the Comprehensive Plan, and the approved Planned Development Plan.

❑ Does not adversely affect the public health, safety, convenience and general welfare.

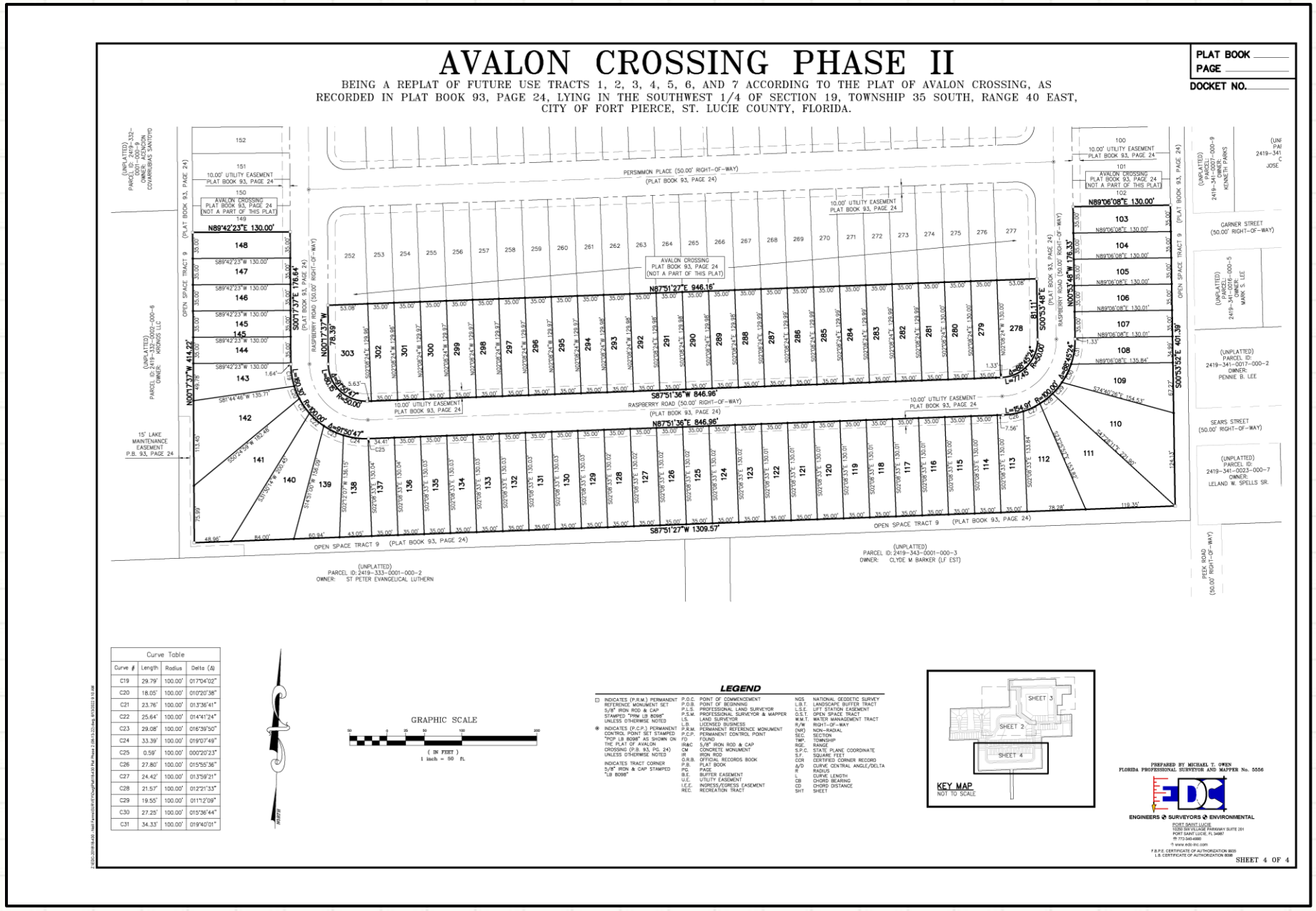
Plat Sheet – North Location



Plat Sheet – Central Location



Plat Sheet – South Location



Final Plat

Possible actions of the City Commission:

- **APPROVE** the proposed Final Plat with no changes
    - Staff recommends approval of the request with one (1) condition.
- **APPROVE** the proposed Final Plat with changes.
- **DISAPPROVE** the proposed Final Plat

Final Plat

At or near 2790 S Jenkins Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Kevin Freeman, Planning Director

FROM: Vennis Gilmore, Senior Planner

RE: **Application for Final Plat**
Avalon Crossing Subdivision (Phase II)

BOARD DATE: August 15, 2022

STAFF REPORT

Property Owner

Neill Farms FP LLC
601 N Congress Avenue, Suite 302
Delray Beach, Florida 33445

Applicant/Representative:

Engineering Design & Construction Inc.
David Baggett PE, Project Manager
10250 SW Village Parkway, Suite 201
Port St Lucie, Florida 34987

Requested Action:

Approval of a Final Plat for a Subdivision to be known as Avalon Crossing (Phase II).

Site Location:

At or near 2790 S Jenkins Road

Parcel IDs:

2419-702-0014-000-8, 2419-702-0015-000-5, 2419-702-0016-000-2, 2419-702-0017-000-9, 2419-702-0018-000-6, 2419-702-0019-000-3, 2419-702-0020-000-3

Existing Use:

Vacant

Parcel Size:

24 Acres +/-

Current Future Land Use:

Medium Density Residential (RM)

Current Zoning

Planned Development Zone (PD)

	North	East	South	West
Surrounding Future Land Use:	**GC**	**RL/RM**	**RU (SLC)**	**RM/GC**
Surrounding Zoning:	**C-3**	**C-1/R-3**	**RS-3 (SLC)**	**PD/C-3**

Staff Analysis:

Request
The applicant is requesting the review and approval of a Final Plat to subdivide approximately 24 acres of land into one-hundred and sixty-six (166) lots for the Avalon Crossing (Phase II) Subdivision located at or near 2790 S Jenkins Road.

The subject property has a Future Land Use of Medium Density Residential (RM), which is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories. The proposed project is consistent with the Comprehensive Plan. The subject property is zoned Planned Development Zone (PD).

City Commission Standards for Review
The City Commission shall consider whether the following standards have been met in its review of the application:

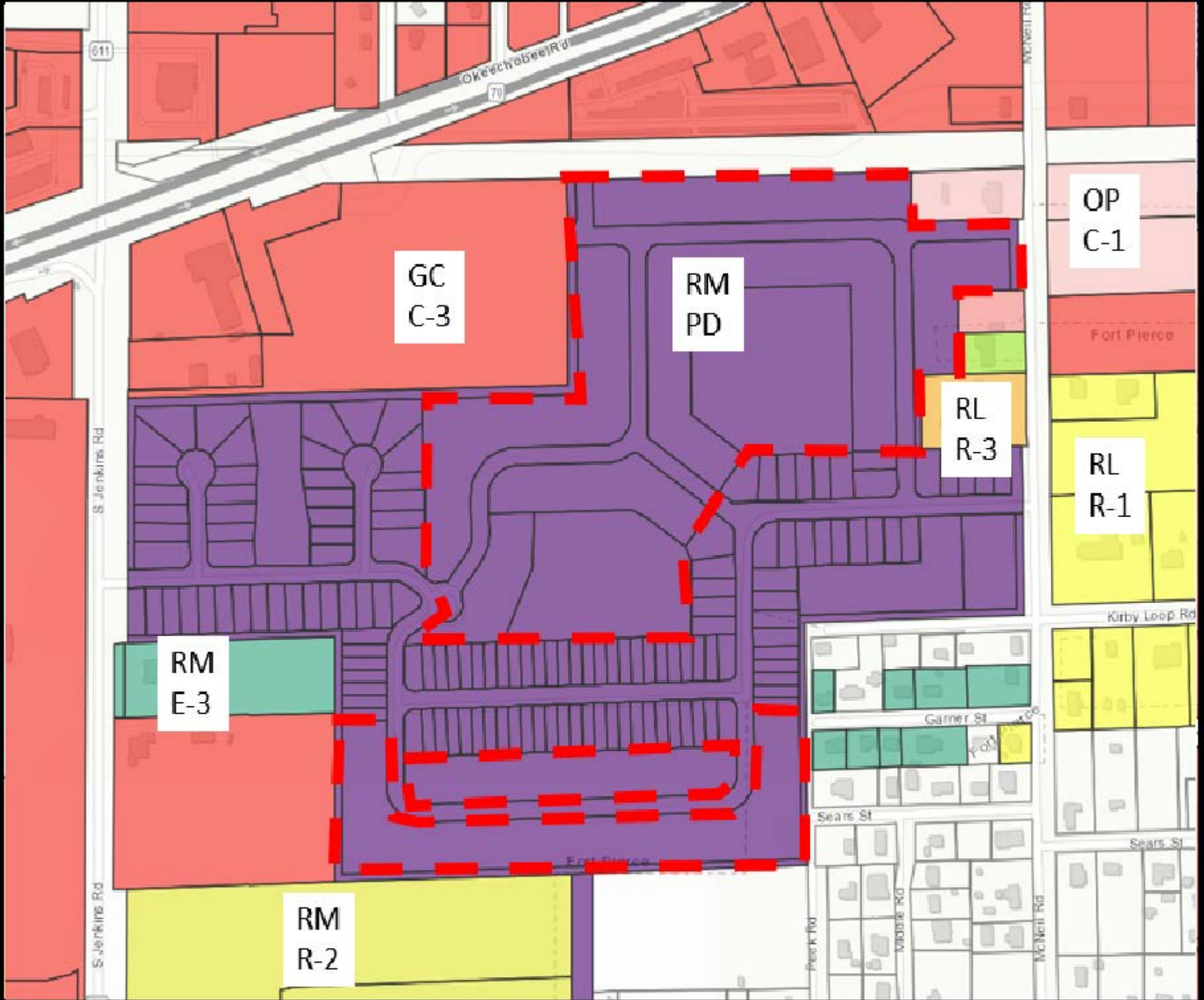
1. Adequate vehicular access and traffic circulation to each lot in the proposed subdivision.
2. That adopted levels of service (LOS) standards in the comprehensive plan are not adversely impacted by the proposed plat. If such standards are negatively affected that appropriate mitigation plans as described in this chapter are also included in the proposed plat.
3. That other applicable comprehensive plan policies are addressed by the proposed plat.

As part of the Final Plat review prior to the City Commission meeting, the City of Fort Pierce Engineering Department along with Northstar Geomatics have reviewed and determined that the three standards as outlined above have been met and satisfied. The applicant has also further provided a bond to the City to ensure that any outstanding infrastructure will be completed in accordance with City Code 121-12. The applicant must also provide two (2) sets of mylars to be record with the St. Lucie County Clerk of Courts.

Technical Review Committee:
All affected departments have reviewed the proposed Final Plat with regards to the requirements of the City Code. Findings from the review by corresponding departments is provided.

Staff Recommendation:
The Final Plat meets the above standards of the City's land development code and Comprehensive Plan; therefore, Staff recommends APPROVAL with one (1) condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.



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Avalon Crossing (Phase II)
FLU, Zoning, Location Map

THE SUNRISE CITY FORT PIERCE Florida

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Avalon Crossing Phase II Final Plat - Replat of Avalon Crossing
TRC No. 22-41000001

DATE : July 15, 2022

This is to advise you that we have completed the review of the following documents as received by this office on July 13, 2022:

- [x] Final PRM Inspection Report
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Final Plat
- [ ] BP Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Advisory Comment: Final plat endorsement by the City's reviewing surveyor cannot be approved for recordation until the required $1,009,092.89 subdivision bond has been provided.

JRA/TST/tst

TST

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Tracy Telle

From: Frank Veldhuis <frankv@nsgeo.com>
Sent: Wednesday, July 13, 2022 2:57 PM
To: David Baggett; Sam Trotter
Cc: Tracy Telle; Vennis Gilmore; Patricia Sesta; Mike Owen; Tiffany Owen; John Andrews; Planning Department
Subject: Re: Avalon crossing - phase II plat PRM inspection response

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. .

I checked all the prm corners, they are in. I just need to write the report.

Frank

From: David Baggett <davidbaggett@edc-inc.com>
Sent: Wednesday, July 13, 2022 1:02:52 PM
To: Sam Trotter <samtrotter@edc-inc.com>
Cc: Tracy Telle <ttelle@cityoffortpierce.com>; vgilmore@cityoffortpierce.com <vgilmore@cityoffortpierce.com>; Frank Veldhuis <frankv@nsgeo.com>; Patricia Sesta <patriciasesta@edc-inc.com>; Mike Owen <mikeowen@edc-inc.com>; Tiffany Owen <tiffanyowen@edc-inc.com>; jandrews@cityoffortpierce.com <jandrews@cityoffortpierce.com>; planning@cityoffortpierce.com <planning@cityoffortpierce.com>
Subject: Re: Avalon crossing - phase II plat PRM inspection response

Vennis, Tracy, and Frank - with Sams response last week, is there anything else needed from our office at this time?

Assuming all looks good. When will you need mylars?

The developer is looking to confirm scheduling for commission so please advise.

Thank you all for your help

David C. Baggett, P.E.
Project Manager | Engineering Division
10250 SW Village Parkway - Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455 ext 113
DavidBaggett@EDC-Inc.com | www.EDC-Inc.com
We ask that you **GO GREEN**! Please consider the environment before printing this email.

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On Jul 8, 2022, at 10:23 AM, Sam Trotter <samtrotter@edc-inc.com> wrote:

Good morning, all.

Attached is a response letter regarding the recent PRM inspection, along with the revised plat.

Thank you,

Sam Trotter
Project Surveyor | Survey Division

10250 SW Village Parkway - Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455 | **Ext.:** 119
SamTrotter@EDC-Inc.com | www.EDC-Inc.com

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Engineering Design & Construction Inc.
David Baggett PE, Project Manager
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Subject: Avalon Crossing – Final Plat –- Pre-Application Comments for May 19, 2022 TRC Meeting

City of Fort Pierce Planning Department

1. After receiving approval from the City of Fort Pierce Engineering Department, please supply two (2) Mylars before your scheduled City Commission meeting for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

Fort Pierce Engineering Department

See attached document

Fort Pierce Building Department

Comments may be forthcoming

St. Lucie County Planning Department

No comments received

St. Lucie County PW/Engineering

Comments may be forthcoming

Fort Pierce Police Department

See attached document

City Clerk Office

No comments received

Code Enforcement

No comments received

Fort Pierce Utilities Authority

Comments may be forthcoming

St. Lucie County Fire District

Comments may be forthcoming

Florida Department of Transportation

No comments received

St. Lucie County School Board

Comments may be forthcoming

St. Lucie Transportation Planning Organization

No comments received

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Planning Department

FROM : John R. Andrews, P.E., City Engineer

RE : Avalon Crossing Phase II Final Plat - Replat of Avalon Crossing
TRC No. 22-41000001

DATE : May 12, 2022

This is to advise you that we have completed the review of the following documents as received by this office on May 6, 2022:

- [x] Final Plat Submittal
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend
- [x] Approval of Final Plat
- [ ] BP Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Update the reviewing surveyors name to Frank Veldhuis and the Florida Certificate Number to 6582 under the Surveyor's Review Certificate.
2. Remove the Planning Director's name under the Planning and Zoning Approval heading.
3. Update the City Attorney's name from Peter Sweeney to Tanya Earley.
4. Add the Preliminary Plat Certificate per the City of Fort Pierce Code of Ordinances Section 121-10(c)(1a):

   CITY COMMISSION CERTIFICATE:

   Pursuant to the provisions of the Fort Pierce City Commission this plat was given Preliminary Approval by the City Commission at a meeting held on the 16th day of September 2019

   Fort Pierce City Commission

   By: _____
   Linda Cox, City Clerk

5. A final plat cannot be approved for recordation until all required site improvements have been fully constructed and approved or a bonding mechanism is put in place in accordance with the requirements specified in the City of Fort Pierce Code of Ordinances Section 121.
6. Additional comments may be forthcoming upon completion of review by the City's contract surveyor, Northstar Geomatics.

JRA/TST/tst

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

Technical Review Committee meeting

May 19, 2022

Case # 22-4100001

Planner: City of Ft. Pierce Planning Department

Replat

Avalon Crossings, 2607 Jenkins Rd., Fort Pierce, FL

Comments:

No comments at this time

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Subdivision

Property address or Location 2607 S. Jenkins Road

Parcel ID #(s) 2419-702-0014-000-8, 2419-702-0015-000-5, 2419-702-0016-000-2, 2419-702-0017-000-9, 2419-702-0018-000-6, 2419-702-0019-000-3, 2419-702-0020-000-3

Project description Platting of Phase II of Avalon Crossing, a residential subdivision adding 166 residential units to the Future Land Use Tracts 1-7 of Avalon Crossing

Neill Farms FP LLC c/o Anthony Verderame	Engineering Design & Construction Inc. David Baggett PE, Project Manager
Property Owner(s)	**Applicant/Representative, Title, Company**
601 N. CONGRESS AVENUE SUITE 302	10250 SW Village Parkway, Suite 201
Street Address	**Street Address**
DELRAY BEACH, FL 33445	Port St. Lucie, FL 34987
City **State** **Zip**	**City** **State** **Zip**
321-693-6506	772-462-2455
Phone Number	**Phone Number**
marcv214@gmail.com/paladineplan@yahoo.com	davidbaggett@edc-inc.com
Email Address	**Email Address**

***Property Owner(s) Acknowledgements:** - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Authorized Agent to Neill Farms FP, LLC

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 7th day of April, 2022 by David C. Baggett who is personally known to me or has produced _____ as identification.

Patricia M. Sesta

Signature of Notary

Notary Public State of Florida
Patricia M Sesta
My Commission HH 006694
Expires 08/11/2024

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ Signed and sealed survey
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Electric Infrastructure plans
- ☐ Water & Sewer system construction plans
- ☐ Gas Infrastructure plans
- ☐ Stormwater Retention plans
- ☐ Complete, notarized application

☑ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☑ A copy of the deed
- ☑ Signed and sealed survey
- ☑ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☑ Complete, notarized application

☐ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - o proposed lots, including acreage, square footage, & dimensions.
  - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4505692 OR BOOK 4207 PAGE 1354, Recorded 11/29/2018 12:07:44 PM Doc Tax: $0.70

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Donald J. Thomas, Esq.
CBR Law Group, LLLP
165 East Palmetto Park Road
Second Floor
Boca Raton, FL 33432

Property Appraisers Parcel Identification (Folio) Numbers:

2419-313-0002-0007 – Parcel 1
2419-323-0002-0008 – Parcel 2
2419-323-0001-0001 – Parcel 3
2419-313-0001-0000 – Parcel 4
2419-313-0001-0103 – Parcel 5
2419-701-0001-0001 – Parcel 6
2419-311-0002-0001 – Parcel 7
2419-314-0002-0000 – Parcel 8

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 28 day of Nov, 2018 by **CGV Investments, LLC, a Florida Limited Liability Company,** whose post office address PO Box 8112170, Boca Raton, FL 33481, herein called the grantors **and Neill Farms FP LLC, a Florida Limited Liability Company,** whose post office address is 1601 S Congress Ave #201, Delray Beach, FL 33445, herein called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **ST. LUCIE** County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS DEED PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said

land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

CGV Investments, LLC, a Florida Limited Liability Company

By: _____
Anthony Verderame

_____
Witness #1 Signature

Lawrence W. Townley
Witness #1 Printed Name

_____
Witness #2 Signature

Jonathan A. Jordan
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28th day of November, 2018 by Anthony Verderame as Managing Member of CGV Investments, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Public State of Florida
Monica Butler-White
My Commission GG 034961
Expires 10/02/2020

Monica Butler-White
Notary Public

_____

Printed Notary Name

EXHIBIT A – LEGAL DESCRIPTION

Parcel 1:

A parcel of land lying in and being a part of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

The South half (1/2) of the Northeast quarter (1/4) of the Southwest quarter (1/4) of said Section; Less the East 33 feet thereof for road right of way, and also Less the North 450 feet of the West 581 feet of the East 614 feet thereof;

Together with Parcel 2:

The Northeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida:

Together with Parcel 3:

Northwest quarter (1/4) of the Southeast quarter (1/4) of the Southwest quarter (1/4) of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida:

Together with Parcel 4:

The West 60 feet of the Southwest quarter (1/4) of the Southeast quarter (1/4) of the Southwest quarter (1/4) of said Section; Less the South 42.5 feet thereof for canal right of way, and the South half (1/2) of the South half (1/2) of the Northwest quarter (1/4) of the Southwest quarter (1/4) of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida:

Together with Parcel 5:

The North half (1/2) of the South half (1/2) of the Northwest quarter (1/4) of the Southwest quarter (1/4) of Section 19, Township 35 South, Range 40 East, all lying in St. Lucie County, Florida.

Together with Parcel 6:

All of Ideal Subdivision, according to the plat thereof, as recorded in Plat Book 7, Page 4,of the Public Records of St. Lucie County, Florida; being in the North 13.12 acres of the Northeast quarter (1/4) of the Southwest quarter (1/4) of section 19, Township 35 South, Range 40 East; Less right of way for canal and public roads, Less and except a tract of land, being a part of thereof, described as the North 137 feet of the East 330.96 feet of that certain tract lying South of a 103 foot canal right of way as shown on the amended plat of Ideal Subdivision, recorded in Plat Book 7, Page 4, of the Public Records of St. Lucie County, Florida, less and except the East 33 feet thereof.

Together with Parcel 7:

The South 7.68 acres of the North half (1/2) of the Northeast quarter (1/4) of the Southwest quarter (1/4) of Section 19, Township 35 South, Range 40 East, Less and except the tract of land, being a part thereof, described as follows: Beginning at the Southeast corner of the North half (1/2) of the Northeast quarter (1/4) of the Southwest quarter (1/4) of Section 19, Township 35 South, Range 40 East, thence, run West, a distance of 223 feet; thence run North, a distance of 226.02 feet; thence, run East, a distance of 223 feet; thence run South, a distance of 226.0 feet to the Point of Beginning, all being in St. Lucie County, Florida.

Together with Parcel 8:

The East 614 feet of the North 450 feet of the South half (1/2) of the Northeast quarter (1/4) of the Southwest quarter (1/4) of said Section, Less the North 200 feet of the East 333 Feet thereof, and also Less the East 33 feet thereof for road right of way, Section 19, Township 35 South, Range 40 East, all lying in St. Lucie County, Florida.

Neill Farms FP, LLC
601 N. Congress Avenue, Suite 302
Delray Beach, FL 33445

AGENT CONSENT FORM

Project Name: Avalon Crossings (FKA Neill Farms)

Parcel ID: 2419-313-0001-000-0, 2419-323-0002-000-8, 2419-323-0001-000-1, 2419-313-0002-000-7, 2419-314-0002-000-0, 2419-311-0002-000-1 and 2419-701-0001-000-1

BEFORE ME THIS DAY PERSONALLY APPEARED ANTHONY VERDERAME, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 23 day of DECEMBER, 2019, by ANTHONY VERDERAME (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Notary Signature

KENIA A. OLIVEIRA
Printed Name of Notary

(Notary Seal)

KENIA A. OLIVEIRA
MY COMMISSION # GG 086341
EXPIRES: June 5, 2021
Bonded Thru Notary Public Underwriters

JUNE 5, 2021
My commission expires

KENIA A. OLIVEIRA
MY COMMISSION # GG 086341
EXPIRES: June 5, 2021
Bonded Thru Notary Public Underwriters

Owner's Signature

ANTHONY VERDERAME
Owner's Name

10173 Mattraw PL.
Street Address

Golden OAK, FL. 32836
City, State, Zip

jverderame53@gmail.com
Telephone / Email

Avalon Crossing Phase II

Parcel Information:

1.	2419-702-0014-000-8	Neill Farms FP LLC	4.32 acres
2.	2419-702-0015-000-5	Neill Farms FP LLC	2.707 acres
3.	2419-702-0016-000-2	Neill Farms FP LLC	1.560 acres
4.	2419-702-0017-000-9	Neill Farms FP LLC	5.662 acres
5.	2419-702-0018-000-6	Neill Farms FP LLC	2.800 acres
6.	2419-702-0019-000-3	Neill Farms FP LLC	1.832 acres
7.	2419-702-0020-000-3	Neill Farms FP LLC	4.984 acres

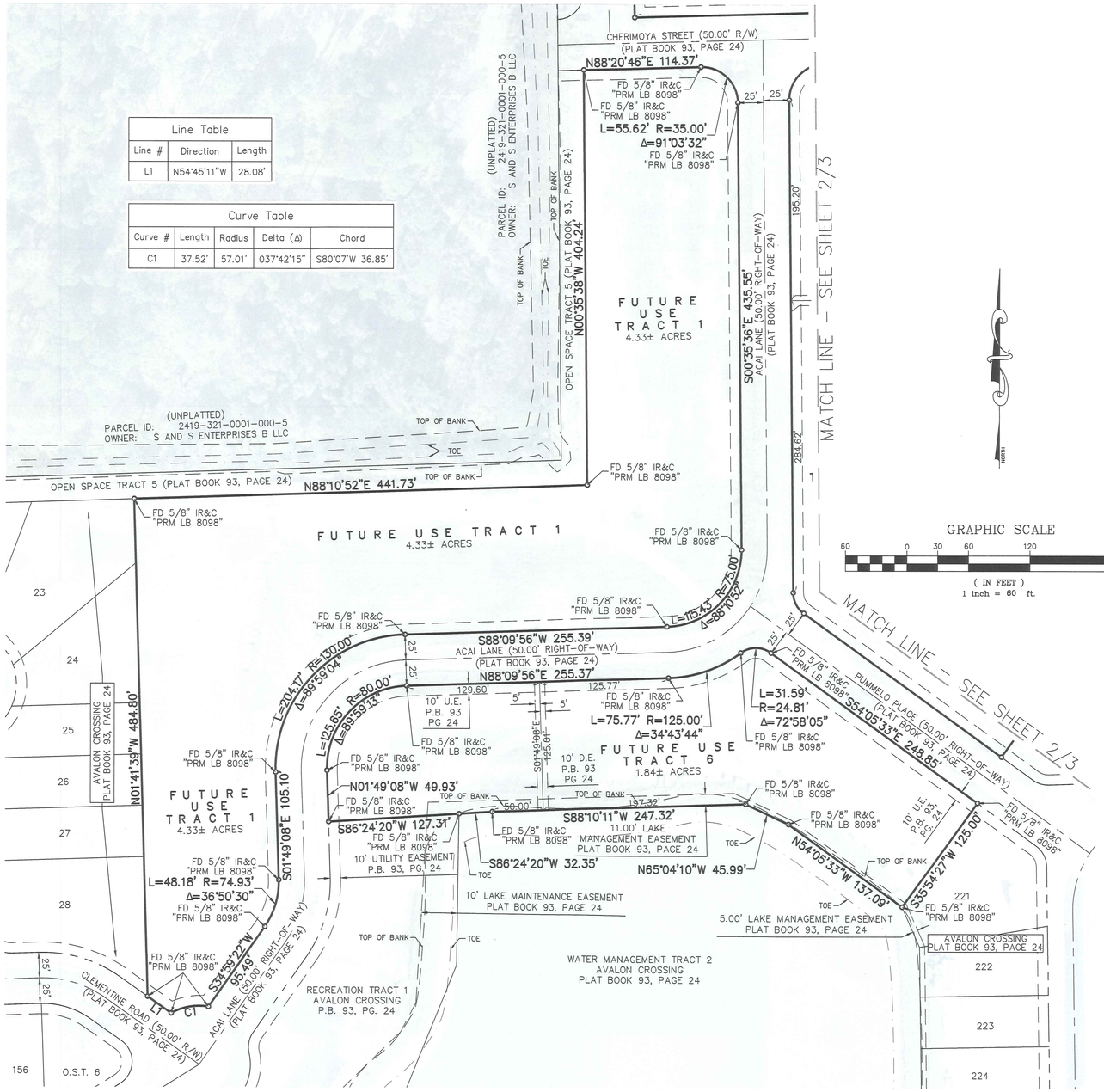
2419-702-0014-000-8, 2419-702-0015-000-5, 2419-702-0016-000-2, 2419-702-0017-000-9, 2419-702-0018-000-6, 2419-702-0019-000-3, 2419-702-0020-000-3

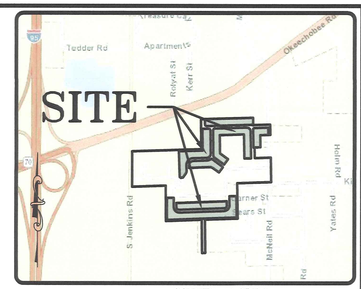
BOUNDARY SURVEY

FOR: NEILL FARMS FP LLC

Line Table		
Line #	Direction	Length
L1	N54°45'11"W	28.08'

Curve Table				
Curve #	Length	Radius	Delta (Δ)	Chord
C1	37.52'	57.01'	037°42'15"	S80°07'W 36.85'





COUNTY, FLORIDA

VICINITY MAP

NO SCALE

SYMBOL & ABBREVIATION LEGEND:

(A)	AIR RELEASE VALVE	(D)	DRAINAGE MANHOLE	HWF	HOG WIRE FENCE	PK/D	PARKER-KALON NAIL & DISK		SPRINKLER VALVE
AL	ARC LENGTH	DIP	DUCTILE IRON PIPE		HYDRANT	PCP	PERMANENT CONTROL POINT	S.L.C.	ST. LUCIE COUNTY
ASPH	ASPHALT	E	EAST/EASTING	IN	INCH	PRM	PERMANENT REFERENCE MONUMENT	STA	STATION
BFP	BACK FLOW PREVENTER	EOW	EDGE OF WATER	INV	INVERT	P.B.	PLAT BOOK	(D)	STORMWATER DRAINAGE MANHOLE
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	EB	ELECTRIC BOX	IP	IRON PIPE	(P)	PLAT DATA		STREET SIGN
	BIKE RACK	EHH	ELECTRIC HAND HOLE (EHH)	IR	IRON ROD	P.O.B.	POINT OF BEGINNING	TELE RISER	TELEPHONE RISER BOX
CATV	CABLE RISER	EM	ELECTRIC METER	IR/C	IRON ROD AND CAP	P.O.C.	POINT OF COMMENCEMENT	TOE	TOE OF SLOPE
(C)	CALCULATED	ELEC PANEL	ELECTRICAL PANEL		IRRIGATION CONTROL VALVE	P.C.C.	POINT OF COMPOUND CURVE	TOB	TOP OF BANK/BERM
	CATCH BASIN	EL./ELEV.	ELEVATION	L	LENGTH	P.C.	POINT OF CURVATURE	T.O.N.	TOP OF NUT
℄	CENTERLINE	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY		LIGHT POST	P.T.	POINT OF TANGENCY	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
CCR	CERTIFIED CORNER RECORD	F.O.	FIBER OPTIC	MAG/D	MAG NAIL MAG BRAND NAIL	P.O.T.	POINT OF TERMINUS	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
CLF	CHAIN LINK FENCE	FOHH	FIBER OPTIC HAND HOLE	(M)	MAILBOX	PVC	POLYVINYL CHLORIDE	TWNSHP	TOWNSHIP
CHD.	CHORD		FIBER OPTIC MARKER	M.C.	MARTIN COUNTY	PSL	PORT SAINT LUCIE, FLORIDA		TRAFFIC HANDHOLD
CO O	CLEAN OUT	FIBER RISER	FIBER OPTIC RISER	MHWL	MEAN HIGH WATER LINE	PLS	PROFESSIONAL LAND SURVEYOR	TSCB	TRAFFIC SIGNAL CONTROL BOX
COMM RISER	COMMUNICATION RISER	(M)	FIELD MEASURED	MLWL	MEAN LOWER WATER LINE	R	RADIUS	TYP	TYPICAL
CONC	CONCRETE	F.F.E.	FINISHED FLOOR ELEVATION		METAL LIGHT POST	RGE	RANGE	U.E.	UTILITY EASEMENT
	CONCRETE LIGHT POST	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		METAL POWER POLE	RTK	REAL TIME KINEMATIC	UNK	UNKNOWN
CM	CONCRETE MONUMENT	FPL	FLORIDA POWER AND LIGHT	MP	METAL PIPE	RWV	RECLAIMED WATER VALVE	UNK HH	UNKNOWN HANDHOLD
CPP	CONCRETE POWER POLE (CPP)	FT	FOOT	MON	MONUMENT	RLS	REGISTERED LAND SURVEYOR	RISER BOX	UNKNOWN RISER BOX
	CONCRETE POWER POLE W/STREET LIGHT	FM	FORCE MAIN	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	RCP	REINFORCED CONCRETE PIPE		UNKNOWN TYPE MANHOLE
	CONCRETE SIGNAL LIGHT POLE	FND	FOUND	N/D	NON DESCRIPT NAIL AND DISK	R/W	RIGHT-OF-WAY	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	(F)	FPL MANHOLE	N.R.	NON RADIAL	R/C	ROD AND CAP	WM	WATER METER
	CURB INLET	SQ FT.	SQUARE FEET	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	(S)	SANITARY MANHOLE	(W)	WATER SERVICE METER (WM)
	DECORATIVE LIGHT POST	GAS	GAS VALVE	N	NORTH OR NORTHING	SV	SANITARY VALVE	WV	WATER VALVE (WV)
(D)	DEED	GIS	GEOGRAPHIC INFORMATION SYSTEMS	No.	NUMBER	SEC	SECTION		WELL
D.B.	DEED BOOK	GND	GROUND	O.R.B.	OFFICIAL RECORDS BOOK		PROPERTY CORNER	W	WEST
Δ	DELTA/CENTRAL ANGLE		GROUND LIGHT	OHW	OVER HEAD WIRES		RIGHT-OF-WAY CONTROL	WF	WOOD FENCE
ø	DIAMETER (DIA.)		GUY WIRE ANCHOR	PG	PAGE		SIGN		WOOD POLE STREET LIGHT
			HANDICAP	PCN	PARCEL CONTROL NUMBER	S	SOUTH		WOOD POWER POLE
		HDPE	HIGH DENSITY POLYETHYLENE PIPE	PK NAIL	PARKER-KALON NAIL		SPIGOT		

LEGAL DESCRIPTION:

FUTURE USE TRACTS 1, 2, 3, 4, 5, 6, AND 7 ACCORDING TO THE PLAT OF AVALON CROSSING, AS RECORDED IN PLAT BOOK 93, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 23.88 ACRES, MORE OR LESS.

SURVEYORS NOTES AND REPORT:

1. THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON, IN SUPPORT OF A PLAT. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON APRIL 6, 2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. **IMPROVEMENTS ARE NOT SHOWN DUE TO SITE BEING UNDER CONSTRUCTION AT THE TIME OF PREPARING THIS SURVEY.**
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS MARCH 22, 2023.
4. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THIS OFFICE. A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
5. PARCELS CONTAIN A TOTAL OF 23.88 ACRES, MORE OR LESS.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM–EAST ZONE, NAD 83 (1990).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE SURFACE LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HERON ARE BASED UPON GRID BEARINGS AND REFERENCE TO THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
12. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
13. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD (FLOOD ZONE X) AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBERS 12111C0167J & 12111C0186J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

MICHAEL T. OWEN License Number 5556 STATE OF FLORIDA Professional Surveyor and Mapper

SIGNATURE DATE: 4-6-2022

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UNIT 201
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CHECKED BY	MTO
FIELD CREW	JW
FILENAME	18-430 Bndy Phase II.dwg
SCALE	AS SHOWN
DATE	April 6, 2022

REVISION COMMENTS | DATE

BOUNDARY SURVEY

FOR: NEILL FARMS FP LLC

FUTURE USE TRACT 1-7, AVALON CROSSING
SEC. 19, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

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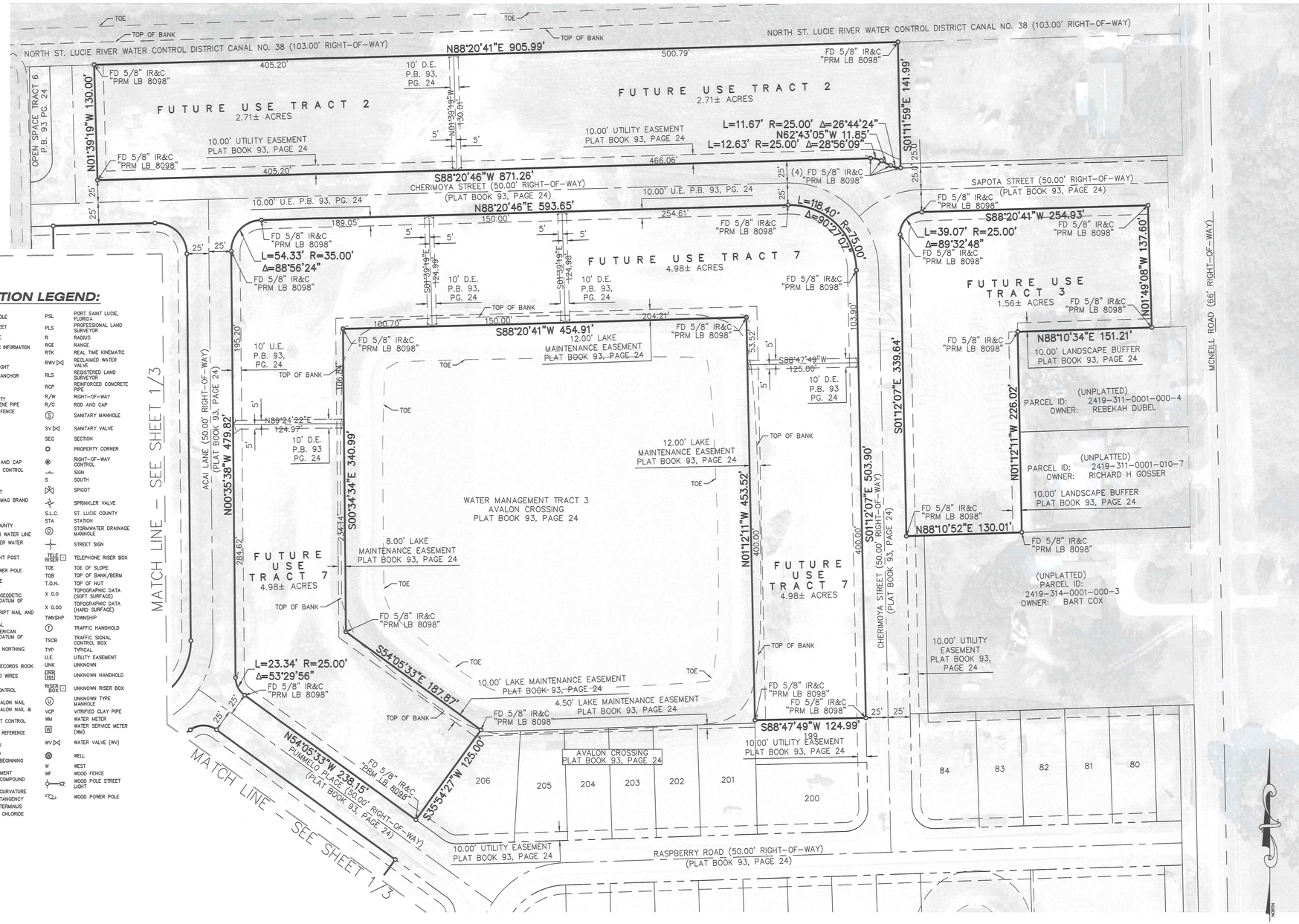
BOUNDARY SURVEY

FOR: NEILL FARMS FP LLC



SYMBOL & ABBREVIATION LEGEND:

A	AIR RELEASE VALVE	F	FPL MANHOLE	PSL	PORT SAINT LUCIE, FLORIDA
AL	ARC LENGTH	SQ FT.	SQUARE FEET	PLS	PROFESSIONAL LAND SURVEYOR
ASPH	ASPHALT	GAS	GAS VALVE	R	RADIUS
BFP	BACK FLOW PREVENTER	GIS	GEOGRAPHIC INFORMATION SYSTEMS	RGE	RANGE
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	GND	GROUND	RTK	REAL TIME KINEMATIC
	BIKE RACK		GROUND LIGHT	RWV	RECLAIMED WATER VALVE
CATV	CABLE RISER		GUY WIRE ANCHOR	RLS	REGISTERED LAND SURVEYOR
(C)	CALCULATED		HANDICAP	RCP	REINFORCED CONCRETE PIPE
	CATCH BASIN	HDPE	HIGH DENSITY POLYETHYLENE PIPE	R/W	RIGHT-OF-WAY
℄	CENTERLINE	HWF	HOG WIRE FENCE	R/C	ROD AND CAP
CCR	CERTIFIED CORNER RECORD		HYDRANT	S	SANITARY MANHOLE
CLF	CHAIN LINK FENCE	IN	INCH	SV	SANITARY VALVE
CHD.	CHORD	INV	INVERT	SEC	SECTION
CO O	CLEAN OUT	IP	IRON PIPE		PROPERTY CORNER
COMM RISER	COMMUNICATION RISER	IR	IRON ROD		RIGHT-OF-WAY CONTROL
CONC	CONCRETE	IR/C	IRON ROD AND CAP		SIGN
	CONCRETE LIGHT POST		IRRIGATION CONTROL VALVE	S	SOUTH
CM	CONCRETE MONUMENT	L	LENGTH		SPIGOT
CPP	CONCRETE POWER POLE (CPP)	MAG/D	LIGHT POST		SPRINKLER VALVE
	CONCRETE POWER POLE W/STREET LIGHT		MAG NAIL MAG BRAND NAIL	S.L.C.	ST. LUCIE COUNTY
	CONCRETE SIGNAL LIGHT POLE	M.C.	MAILBOX	STA	STATION
CMP	CORRUGATED METAL PIPE	MHWL	MARTIN COUNTY		STORMWATER DRAINAGE MANHOLE
	CURB INLET	MLWL	MEAN HIGH WATER LINE		STREET SIGN
	DECORATIVE LIGHT POST		MEAN LOWER WATER LINE	TELE RISER	TELEPHONE RISER BOX
(D)	DEED	MP	METAL LIGHT POST	TOE	TOE OF SLOPE
D.B.	DEED BOOK	MON	METAL POWER POLE	TOB	TOP OF BANK/BERM
Δ	DELTA/CENTRAL ANGLE		METAL PIPE	T.O.N.	TOP OF NUT
ø	DIAMETER (DIA.)	NGVD29	MONUMENT	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
D	DRAINAGE MANHOLE	N/D	NATIONAL GEODETIC VERTICAL DATUM OF 1929	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
DIP	DUCTILE IRON PIPE	N.R.	NON DESCRIPT NAIL AND DISK	TWNSHIP	TOWNSHIP
E	EAST/EASTING	NAVD88	NON RADIAL	T	TRAFFIC HANDHOLD
EOW	EDGE OF WATER		NORTH AMERICAN VERTICAL DATUM OF 1988	TSCB	TRAFFIC SIGNAL CONTROL BOX
EB	ELECTRIC BOX	N	NORTH OR NORTHING	TYP	TYPICAL
EHH	ELECTRIC HAND HOLE (EHH)	No.	NUMBER	U.E.	UTILITY EASEMENT
EM	ELECTRIC METER	O.R.B.	OFFICIAL RECORDS BOOK	UNK	UNKNOWN
ELEC PANEL	ELECTRICAL PANEL	OHW	OVER HEAD WIRES	HNH	UNKNOWN HANDHOLD
EL./ELEV.	ELEVATION	PG	PAGE	RISER BOX	UNKNOWN RISER BOX
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	PCN	PARCEL CONTROL NUMBER	U	UNKNOWN TYPE MANHOLE
F.O.	FIBER OPTIC	PK NAIL	PARKER-KALON NAIL	VCP	VITRIFIED CLAY PIPE
FOHH	FIBER OPTIC HAND HOLE	PK/D	PARKER-KALON NAIL & DISK	WM	WATER METER
	FIBER OPTIC MARKER	PCP	PERMANENT CONTROL POINT	W	WATER SERVICE METER (WM)
FIBER RISER	FIBER OPTIC RISER	PRM	PERMANENT REFERENCE MONUMENT	WV	WATER VALVE (WV)
(M)	FIELD MEASURED	P.B.	PLAT BOOK	W	WELL
F.F.E.	FINISHED FLOOR ELEVATION	(P)	PLAT DATA	WF	WEST
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.B.	POINT OF BEGINNING		WOOD FENCE
FPL	FLORIDA POWER AND LIGHT	P.O.C.	POINT OF COMMENCEMENT		WOOD POLE STREET LIGHT
FT	FOOT	P.C.C.	POINT OF COMPOUND CURVE		WOOD POWER POLE
FM	FORCE MAIN	P.C.	POINT OF CURVATURE		
FND	FOUND	P.T.	POINT OF TANGENCY		
		P.O.T.	POINT OF TERMINUS		
		PVC	POLYVINYL CHLORIDE		

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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REVISION COMMENTS

DATE

BOUNDARY SURVEY

FOR: NEILL FARMS FP LLC

FUTURE USE TRACT 1-7, AVALON CROSSING
SEC. 19, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

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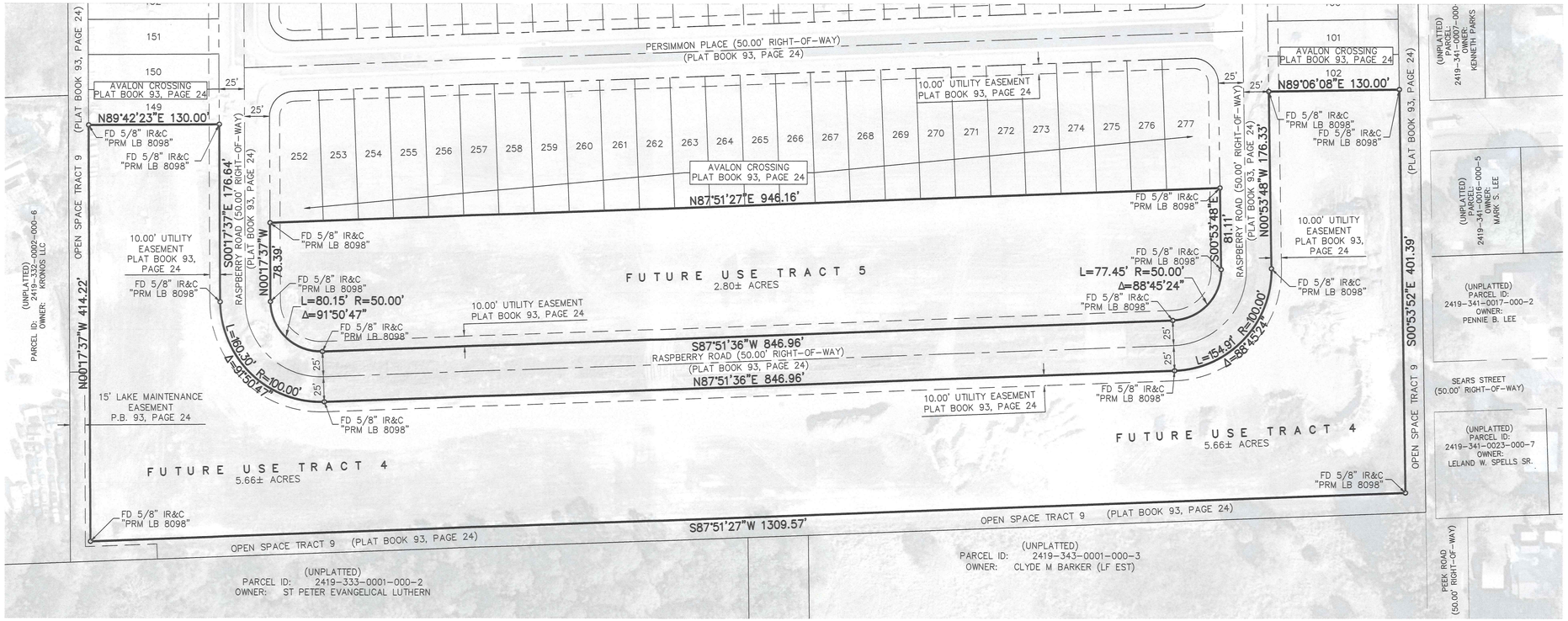
BOUNDARY SURVEY

FOR: NEILL FARMS FP LLC



SYMBOL & ABBREVIATION LEGEND:

A	AIR RELEASE VALVE		CONCRETE SIGNAL LIGHT POLE	FIBER RISER	FIBER OPTIC RISER	IR	IRON ROD	O.R.B.	OFFICIAL RECORDS BOOK	RLS	REGISTERED LAND SURVEYOR	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
AL	ARC LENGTH	CMP	CORRUGATED METAL PIPE	(M)	FIELD MEASURED	IR/C	IRON ROD AND CAP	OHW	OVER HEAD WIRES	RCP	REINFORCED CONCRETE PIPE	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
ASPH	ASPHALT		CURB INLET	F.F.E.	FINISHED FLOOR ELEVATION		IRRIGATION CONTROL VALVE	PG	PAGE	R/W	RIGHT-OF-WAY	TWNSHP	TOWNSHIP
BFP	BACK FLOW PREVENTER	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	L	LENGTH		LIGHT POST	PCN	PARCEL CONTROL NUMBER	R/C	ROD AND CAP	T	TRAFFIC HANDHOLD
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	FPL	FLORIDA POWER AND LIGHT	MAG/D	MAG NAIL MAG BRAND NAIL	PK NAIL	PARKER-KALON NAIL	PK/D	PARKER-KALON NAIL & DISK	S	SANITARY MANHOLE	TSCB	TRAFFIC SIGNAL CONTROL BOX
	BIKE RACK	FT	FOOT	M	MAILBOX	PCP	PERMANENT CONTROL POINT	SV	SANITARY VALVE	TYP	TYPICAL	U.E.	UTILITY EASEMENT
CATV	CABLE RISER	FM	FORCE MAIN	M.C.	MARTIN COUNTY	PRM	PERMANENT REFERENCE MONUMENT	SEC	SECTION	UNK	UNKNOWN		
(C)	CALCULATED	FND	FOUND	MHWL	MEAN HIGH WATER LINE	P.B.	PLAT BOOK		PROPERTY CORNER				UNKNOWN HANDHOLD
	CATCH BASIN	F	FPL MANHOLE	MLWL	MEAN LOWER WATER LINE	(P)	PLAT DATA		RIGHT-OF-WAY CONTROL				
	CENTERLINE	SQ FT.	SQUARE FEET		METAL LIGHT POST	P.O.B.	POINT OF BEGINNING		SIGN				UNKNOWN RISER BOX
CCR	CERTIFIED CORNER RECORD	GAS	GAS VALVE		METAL POWER POLE	P.O.C.	POINT OF COMMENCEMENT	S	SOUTH			U	UNKNOWN TYPE MANHOLE
CLF	CHAIN LINK FENCE	GIS	GEOGRAPHIC INFORMATION SYSTEMS	MP	METAL PIPE	P.C.C.	POINT OF COMPOUND CURVE		SPIGOT			VCP	VITRIFIED CLAY PIPE
CHD.	CHORD	GND	GROUND	MON	MONUMENT	P.C.	POINT OF CURVATURE		SPRINKLER VALVE			WM	WATER METER
CO	CLEAN OUT		GROUND LIGHT	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	P.T.	POINT OF TANGENCY	S.L.C.	ST. LUCIE COUNTY			W	WATER SERVICE METER (WM)
	COMMUNICATION RISER		GUY WIRE ANCHOR	N/D	NON DESCRIPT NAIL AND DISK	P.O.T.	POINT OF TERMINUS	STA	STATION			WV	WATER VALVE (WV)
CONC	CONCRETE		HANDICAP	N.R.	NON RADIAL	PVC	POLYVINYL CHLORIDE		STORMWATER DRAINAGE MANHOLE				WELL
	CONCRETE LIGHT POST	HDPE	HIGH DENSITY POLYETHYLENE PIPE	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	PSL	PORT SAINT LUCIE, FLORIDA		STREET SIGN			W	WEST
CM	CONCRETE MONUMENT	HWF	HOG WIRE FENCE	N	NORTH OR NORTHING	PLS	PROFESSIONAL LAND SURVEYOR					WF	WOOD FENCE
CPP	CONCRETE POWER POLE (CPP)		HYDRANT	No.	NUMBER	R	RADIUS	TELE RISER	TELEPHONE RISER BOX				WOOD POLE STREET LIGHT
	CONCRETE POWER POLE W/STREET LIGHT	IN	INCH			RGE	RANGE	TOE	TOE OF SLOPE				WOOD POWER POLE
		INV	INVERT			RTK	REAL TIME KINEMATIC	TOB	TOP OF BANK/BERM				
		IP	IRON PIPE			RWV	RECLAIMED WATER VALVE	T.O.N.	TOP OF NUT				

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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SPT — DRAWN BY
MTO — CHECKED BY
JW — FIELD CREW
18-430 Bndy Phase II.dwg — FILENAME
AS SHOWN — SCALE
April 6, 2022 — DATE

REVISION COMMENTS — DATE

BOUNDARY SURVEY
FOR: NEILL FARMS FP LLC
FUTURE USE TRACT 1-7, AVALON CROSSING
SEC. 19, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

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CFN # 4843730 PLAT BOOK 93 PAGE 24, Recorded 04/07/2021 09:20:31 AM SAINT
LUCIE COUNTY Deputy Clerk JOHNSONK

Affidavit Confirming Error on Recorded Plat
Recorded: 1/12/2022
OR Book 4755 PAGE: 2811

PLAT BOOK 93
PAGE 24
DOCKET NO. 4843730

AVALON CROSSING

BEING A REPLAT OF A PORTION OF IDEAL SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 4 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ½ OF THE NE ¼ OF THE SW ¼ OF SAID SECTION, LESS THE EAST 33 FEET THEREOF FOR ROAD RIGHT OF WAY AND ALSO LESS THE NORTH 450 FEET OF THE WEST 581 FEET OF THE EAST 614 FEET THEREOF,

TOGETHER WITH:

THE NE ¼ OF THE SW ¼ OF THE SW ¼ OF SAID SECTION,

TOGETHER WITH:

THE NW ¼ OF THE SE ¼ OF THE SW ¼ OF SAID SECTION,

TOGETHER WITH:

THE WEST 60 FEET OF THE SW ¼ OF THE SE 1/4 OF THE SW ¼ OF SAID SECTION, LESS THE SOUTH 42.5 FEET THEREOF FOR CANAL RIGHT OF WAY, AND THE SOUTH ½ OF THE SOUTH ½ OF THE NW 1/4 OF THE SW ¼ OF SAID SECTION,

TOGETHER WITH:

THE NORTH ½ OF THE SOUTH ½ OF THE NW ¼ OF THE SW ¼, OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ALL LYING IN ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF IDEAL SUBDIVISION ACCORDING TO THE AMENDED PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 4, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING IN THE NORTH 13.12 ACRES OF THE NE ¼ OF THE SW ¼ OF SECTION 19. TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS RIGHT-OF-WAY FOR CANAL AND PUBLIC ROADS, LESS AND EXCEPT A TRACT OF LAND, BEING A PART OF THEREOF, DESCRIBED AS THE NORTH 137 FEET OF THE EAST 350.96 OF THAT CERTAIN TRACT LYING SOUTH OF A 103 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON THE AMENDED PLAT OF IDEAL SUBDIVISION, RECORDED IN PLAT BOOK 7, PAGE 4, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 33 FEET THEREOF.

TOGETHER WITH:

THE SOUTH 7.68 ACRES OF THE NORTH ONE-HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPT THE TRACT OF LAND, BEING A PART THEREOF, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHEAST (SE) CORNER OF THE NORTH ONE-HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST A DISTANCE OF TWO-HUNDRED TWENTY-THREE (223) FEET; THENCE, RUN NORTH A DISTANCE OF TWO-HUNDRED TWENTY-SIX AND 02/100 (226.02) FEET; THENCE RUN EAST A DISTANCE OF TWO-HUNDRED TWENTY-THREE (223) FEET; AND THENCE RUN SOUTH A DISTANCE OF TWO-HUNDRED TWENTY-SIX (226.0) FEET TO THE POINT OF BEGINNING, ALL BEING IN ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 614 FEET OF THE NORTH 450 FEET OF THE SOUTH ½ OF THE NE ¼ OF THE SW ¼ OF SAID SECTION, LESS THE NORTH 200 FEET OF THE EAST 333 FEET THEREOF, AND ALSO LESS THE EAST 33 FEET THEREOF FOR ROAD RIGHT OF WAY, SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ALL LYING IN ST. LUCIE COUNTY, FLORIDA.

DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

NEILL FARMS FP LLC, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

1. THE STREETS AND RIGHTS-OF-WAY SHOWN WITHIN THE BOUNDARY OF THIS PLAT OF AVALON CROSSING ARE HEREBY DECLARED TO BE THE PROPERTY OF AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR ACCESS AND UTILITY PURPOSES (INCLUDING CABLE TV), AND SHALL BE MAINTAINED, REPAIRED, AND REPLACED BY AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY.
2. RECREATION TRACTS 1 AND 2 SHOWN ON THIS PLAT OF AVALON CROSSING ARE HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND ARE HEREBY DECLARED TO BE A PRIVATE RECREATION AREA, FOR RECREATION PURPOSES AND SHALL BE MAINTAINED BY SAID PROPERTY OWNERS ASSOCIATION.
3. THE OPEN SPACE TRACTS SHOWN HEREON AS OPEN SPACE TRACTS 5 THROUGH 10 INCLUSIVE, ON THIS PLAT OF AVALON CROSSING ARE HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND FOR OPEN SPACE AND/OR COMMON AREA PURPOSES AND SHALL BE MAINTAINED BY SAID PROPERTY OWNERS ASSOCIATION.
4. THE WATER MANAGEMENT TRACTS (W.M.T.), SHOWN HEREON AS WATER MANAGEMENT TRACTS 1 THROUGH 4 INCLUSIVE, ARE HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, FOR WATER MANAGEMENT PURPOSES AND FOR WATER MANAGEMENT MAINTENANCE PURPOSES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. ST. LUCIE COUNTY HAS THE RIGHT TO DRAIN INTO AND THROUGH THIS WATER MANAGEMENT TRACT. LAKE MAINTENANCE EASEMENTS OVER THE WATER MANAGEMENT TRACTS ARE HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS FOR THE MAINTENANCE OF STORMWATER DRAINAGE SYSTEMS.
5. TRACT A, TRACT B, AND TRACT C AS SHOWN HEREON ARE HEREBY DEDICATED TO ST. LUCIE COUNTY, IT'S SUCCESSORS AND/OR ASSIGNS, AS ADDITIONAL RIGHT-OF-WAY FOR JENKINS ROAD AND MCNEIL ROAD FOR THE USE AND BENEFIT OF THE PUBLIC AS RIGHT-OF-WAY.
6. THE FUTURE LAND USE TRACTS 1 THROUGH 7 INCLUSIVE SHOWN HEREON ARE DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IT'S SUCCESSORS AND/OR ASSIGNS, FOR FUTURE LAND USE PURPOSES.
7. THE UTILITY EASEMENTS (U.E.) AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, INCLUDING WATER, AND SEWER, AS WELL AS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES.
8. THE LAKE MAINTENANCE EASEMENTS (L.M.E.) AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR THE MAINTENANCE OF STORMWATER DRAINAGE SYSTEMS.
9. THE LIFT STATION EASEMENT (L.S.E.), AS SHOWN HEREON IS HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IT'S SUCCESSORS AND/OR ASSIGNS, AS AN EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION OF WATER AND WASTEWATER FACILITIES AND IS THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR COMMUNITY DEVELOPMENT DISTRICT. SAID EASEMENT AS SHOWN HEREON IS ALSO DEDICATED IN FAVOR OF FORT PIERCE UTILITIES AUTHORITY (F.P.U.A.), ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES INCLUDING WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE F.P.U.A. SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE F.P.U.A.

DEDICATION CONTINUED

10. THE DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR THE INSTALLATION AND MAINTENANCE OF STORMWATER DRAINAGE SYSTEMS.
11. THE 10' LANDSCAPE BUFFERS SHOWN HEREON, ARE HEREBY DEDICATED TO AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR LANDSCAPE, LANDSCAPE BUFFER, AND OTHER PROPER PURPOSES.

IN WITNESS WHEREOF, NEILL FARMS FP LLC, A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MNG THIS 24 DAY OF February, 2021.

NEILL FARMS FP LLC

BY: _____

PRINTED NAME: MARC VERDEGAAL

POSITION: MNG

WITNESS: _____ Joseph PALADIN
PRINTED NAME

WITNESS: _____ Tiffany Owen
PRINTED NAME

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA
COUNTY OF St Lucie

NVR, INC., ("MORTGAGEE"), THE OWNER AND HOLDER OF THOSE CERTAIN INDEMNITY MORTGAGES, BOTH DATED THE 30TH DAY OF JANUARY 2019, AND RECORDED IN O.R. BOOK 4228 PAGE 1392 AND O.R. BOOK 4228 PAGE 1404, IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE TO SUCH DEDICATIONS.

DATED THIS 24 DAY OF February, 2021

NVR, INC.

BY: _____

PRINT NAME: Ryan K Johnson

POSITION: V.P.

[CORPORATE SEAL]

WITNESS: _____ Joseph PALADIN
PRINTED NAME

WITNESS: _____ Lee H Goldberg
PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF St Lucie

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF (✓) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, THIS 24 DAY OF February, 2021, BY Ryan K Johnson AS THE V.P. OF NVR, INC., WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FL DL J525-781-77-335-0 (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

_____
NOTARY PUBLIC

NOTARY SEAL

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF St Lucie

ON THIS 24 DAY OF February, 2021 BEFORE ME APPEARED Joseph Paladin, Pres. OF AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE DOCUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

P435-480-45-443-0 - FLDL

_____
NOTARY PUBLIC
STATE OF FLORIDA

Renke S Rizzuti
TYPED, PRINTED, OR STAMPED NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/4/2022

ACCEPTANCE OF DEDICATIONS

STATE OF Florida
COUNTY OF St. Lucie

AVALON CROSSING MASTER HOA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS AS STATED AND SHOWN HEREON.

DATED THIS 24 DAY OF February, 2021

SIGNED: _____ WITNESS: Tiffany Owen _____ WITNESS: _____

POSITION: PRES.

JOSEPH PALADIN PRINTED NAME: _____ Tiffany Owen PRINTED NAME: _____ LEE H. GOLDBERG PRINTED NAME:

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF St Lucie

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, THIS 24 DAY OF February, 2021 BY Mare Verdegaal AS Mng (NATURE OF PERSON ACKNOWLEDGING), WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FL DL V635-541-74-247-0 (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

Renke S Rizzuti
NOTARY SIGNATURE

PRINT NAME: Renke S Rizzuti
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 6/4/2022

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, LEE GOLDBERG, A MEMBER OF THE FLORIDA BAR, RELYING SOLELY ON THAT CERTAIN TITLE COMMITMENT PREPARED BY All American Title and Abstract, DATED Oct 25, 2018, AND DESIGNATED AS Title Search Report (THE "PLAT SEARCH"), AND ASSUMING THE ACCURACY OF THE INFORMATION CONTAINED IN THE PLAT SEARCH, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF THE PROPERTY DESCRIBED HEREON AND THAT I FIND THAT THE TITLE TO THE PROPERTY IS VESTED IN: NEILL FARMS FP LLC, THAT ALL TAXES ON THE PROPERTY HAVE BEEN PAID AS REQUIRED BY FLORIDA STATUTES § 197.192, AND THAT THE PROPERTY IS NOT ENCUMBERED EXCEPT FOR:

DATED: THE 24 DAY OF February, 2021

BY: _____
LEE GOLDBERG
LEE H. GOLDBERG, P.C.
FLORIDA BAR NO. 906913

SURVEYORS REVIEW CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

THIS 19 DAY OF March, 2021

BY _____
GREGORY S. FLEMING
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4350

PLANNING & ZONING APPROVAL

IT IS HEREBY CERTIFIED THAT THE PLAT MEETS THE REQUIREMENTS OF THE PD, PLANNED DEVELOPMENT, AS SET FORTH IN SECTION 125-212 OF THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE.

THIS 30 DAY OF March, 2021

BY _____
JENNIFER HOFMEISTER, AICP
DIRECTOR OF PLANNING
CITY OF FORT PIERCE, FLORIDA

CITY ATTORNEY

IT IS HEREBY CERTIFY THAT THE FORGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS 6TH DAY OF April, 2021

BY: _____
PETER SWEENEY
CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

CITY COMMISSION CERTIFICATE

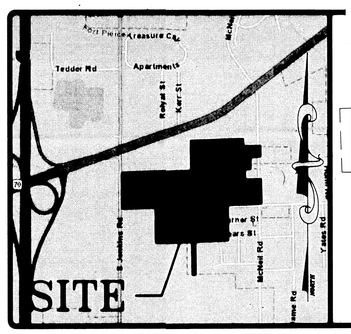
STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS 15TH DAY OF March, 2021

FORT PIERCE CITY COMMISSION

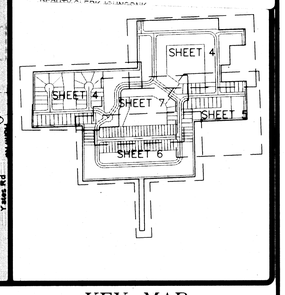
BY: _____
LINDA COX
CITY CLERK

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY FLORIDA



SITE MAP
NOT TO SCALE

INSTR # 4843730
P BK 93 Pages 24 - 29
RECORDED 04/07/2021 09:20:31 AM
SAINT LUCIE COUNTY



KEY MAP
NOT TO SCALE

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK 93, PAGES 24-29, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS 7th DAY OF April, 2021

BY: _____ CLERK OF CIRCUIT COURT SEAL
MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF AVALON CROSSING IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF FT. PIERCE AND ST. LUCIE COUNTY, FLORIDA.

DATED THIS 26th DAY OF FEBRUARY, 2021

SURVEYOR SEAL

_____
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
EDC, INC.
LB#8098
10250 SW VILLAGE PARKWAY
PORT ST. LUCIE, FLORIDA 34987

NOTES:

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF SECTION 13 HAVING A BEARING OF S60°24'56"W.
3. PLAT CONTAINS 74.19 ACRES, MORE OR LESS.
4. ALL TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177, F.S.

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

EDC
ENGINEERS ⊗ SURVEYORS ⊗ ENVIRONMENTAL
PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
772-340-4990
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9635
L.B. CERTIFICATE OF AUTHORIZATION 8098

Z:\EDC-2018\18-430 - Neill Farms\SURVEY\Dwg\Plat\18-430 Plat 02-22-21.dwg, 2/22/2021 10:36 AM

AVALON CROSSING

BEING A REPLAT OF A PORTION OF IDEAL SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 4 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK 93
PAGE 25
DOCKET NO. 4843730

Affidavit Confirming Error on Recorded Plat
Recorded: 1/12/2022
OR Book 4755 PAGE: 2811

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

FD 5/8" IR/C LB8030

(UNPLATTED)
PARCEL ID: 2419-322-0004-000-9
OWNER: S AND S RENTALS B LLC

(UNPLATTED)
PARCEL ID: 2419-321-0001-000-5
OWNER: S AND S ENTERPRISES B LLC

SET 5/8" IR&C "PRM LB 8098"

N88°10'52"E 1253.67'
1253.92'
N88°10'52"E 1260.93'
N88°10'52"E 1260.93'
441.73'

N00°00'18"E 392.34'
N01°06'27"E 274.38'

OPEN SPACE
TRACT 5
TRACT 6
FUTURE USE TRACT 1
FUTURE US
MATCHLINE SEE SHEET 3

OPEN SPACE (80' RIGHT-OF-WAY)
TRACT 5
TRACT 7
TRACT 9
OPEN SPACE TRACT 7
OPEN SPACE TRACT 9

WATER MANAGEMENT TRACT 1
LAKE MAINTENANCE EASEMENT
LAKE MAINTENANCE EASEMENT
LAKE MAINTENANCE EASEMENT
10.00' DRAINAGE EASEMENT
10' UTILITY EASEMENT
10' UTILITY EASEMENT
10' U.E.

ACAI LANE (50' RIGHT-OF-WAY)
S88°09'56"W 255.39'
N88°09'56"E 255.40'
S88°09'56"W 255.37'

HIKINS ROAD (80' RIGHT-OF-WAY)
POMEGRANATE PLACE (50' RIGHT-OF-WAY)
LYCHEE LANE (50' RIGHT-OF-WAY)
CLEMENTINE ROAD (50' RIGHT-OF-WAY)
RASPBERRY ROAD (50.00' R/W)

MATCHLINE SEE SHT 6
MATCHLINE SEE SHT 6
MATCHLINE - SEE SHEET 5

LIFT STATION EASEMENT SEE DETAIL (SHEET 7)

RECREATION TRACT 1

O.S.T. 6

SET 5/8" IR&C "PRM LB 8098"
SET 5/8" IR&C "PRM LB 8098"
FND. PK NAIL AND WASHER "MIXON LS 3335"
FND. 4"x4" CM "BETSY LINDSAY INC PRM LB 6852"

S89°59'42"E 11.16'

S88°01'10"W 605.78'

(UNPLATTED)
PARCEL ID: 2419-332-0001-000-9
OWNER: ACENCION COVARRUBIAS SANTOYO

LEGEND

□	INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED	P.O.C.	POINT OF COMMENCEMENT	NGS.	NATIONAL GEODETIC SURVEY
		P.O.B.	POINT OF BEGINNING	L.B.T.	LANDSCAPE BUFFER TRACT
		P.L.S.	PROFESSIONAL LAND SURVEYOR	L.S.E.	LIFT STATION EASEMENT
◉	INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED	P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	O.S.T.	OPEN SPACE TRACT
		LS.	LAND SURVEYOR	W.M.T.	WATER MANAGEMENT TRACT
		L.B.	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
		P.R.M.	PERMANENT REFERENCE MONUMENT	(NR)	NON-RADIAL
		P.C.P.	PERMANENT CONTROL POINT	SEC.	SECTION
•	INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"	FD	FOUND	TWP.	TOWNSHIP
		IR&C	5/8" IRON ROD & CAP	RGE.	RANGE
		CM	CONCRETE MONUMENT	S.P.C.	STATE PLANE COORDINATE
		IR	IRON ROD	S.F.	SQUARE FEET
		O.R.B.	OFFICIAL RECORDS BOOK	CCR	CERTIFIED CORNER RECORD
		P.B.	PLAT BOOK	Δ/D	CURVE CENTRAL ANGLE/DELTA
		PG.	PAGE	R	RADIUS
		B.E.	BUFFER EASEMENT	L	CURVE LENGTH
		U.E.	UTILITY EASEMENT	CB	CHORD BEARING
		I.E.E.	INGRESS/EGRESS EASEMENT	CD	CHORD DISTANCE
		REC.	RECREATION TRACT	SHT	SHEET

Curve Table

Curve	Length	Radius	Delta	Chord
C1	22.39	25.00	51°19'04"	S27°37'47"E 21.65'
C2	68.22	105.00	37°13'40"	N73°22'01"W 67.03'
C3	1.86	55.00	1°56'27"	N52°19'05"W 1.86'
C4	56.36	55.00	58°42'42"	N21°59'31"W 53.93'
C5	37.76	55.00	39°20'01"	N70°09'30"E 37.02'
C6	42.07	55.00	43°49'38"	S68°15'40"E 41.05'
C7	55.19	55.00	57°29'32"	S20°36'03"W 52.90'
C8	22.39	25.00	51°19'04"	N23°41'17"E 21.65'
C9	1.77	25.00	4°03'19"	S47°19'10"W 1.77'
C10	20.62	25.00	47°15'45"	S21°39'38"W 20.04'
C11	22.36	25.00	51°14'31"	S25°48'11"E 21.62'
C12	38.84	55.00	40°27'40"	N31°11'37"W 38.04'
C13	38.01	55.00	39°35'36"	N48°48'37"E 37.26'
C14	43.88	55.00	45°42'32"	S88°32'19"E 42.72'
C15	44.16	55.00	46°00'16"	S42°40'55"E 42.98'
C16	26.75	55.00	27°52'18"	S37°16'32"W 26.49'
C17	22.42	25.00	51°23'37"	N25°30'53"E 21.68'
C18	48.18	74.93	36°50'30"	S16°35'07"W 47.36'
C32	35.91	40.01	51°26'14"	N31°43'03"E 34.72'
C33	4.39	40.04	6°16'59"	N02°51'09"E 4.39'
C34	91.38	90.00	58°10'41"	S28°47'42"W 87.51'
C35	40.31	40.00	57°43'37"	S28°34'22"W 38.62'
C36	36.17	90.00	23°01'29"	N46°22'17"E 35.92'
C37	47.75	90.00	30°23'44"	N19°39'37"E 47.19'
C38	7.47	90.00	4°45'21"	N02°05'04"E 7.47'
C61	49.13	25.28	111°21'24"	S01°15'42"W 41.75'
C62	37.52	57.01	37°42'15"	S80°07'05"W 36.85'

Parcel Line Table

Line #	Direction	Length
L2	S58°25'22"E	31.01
L3	S34°33'21"E	30.23

KEY MAP
NOT TO SCALE
SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 5
SHEET 6

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ⊘ SURVEYORS ⊘ ENVIRONMENTAL
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10250 SW VILLAGE PARKWAY SUITE 201
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☎ 772-340-4990
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9035
L.B. CERTIFICATE OF AUTHORIZATION 8098

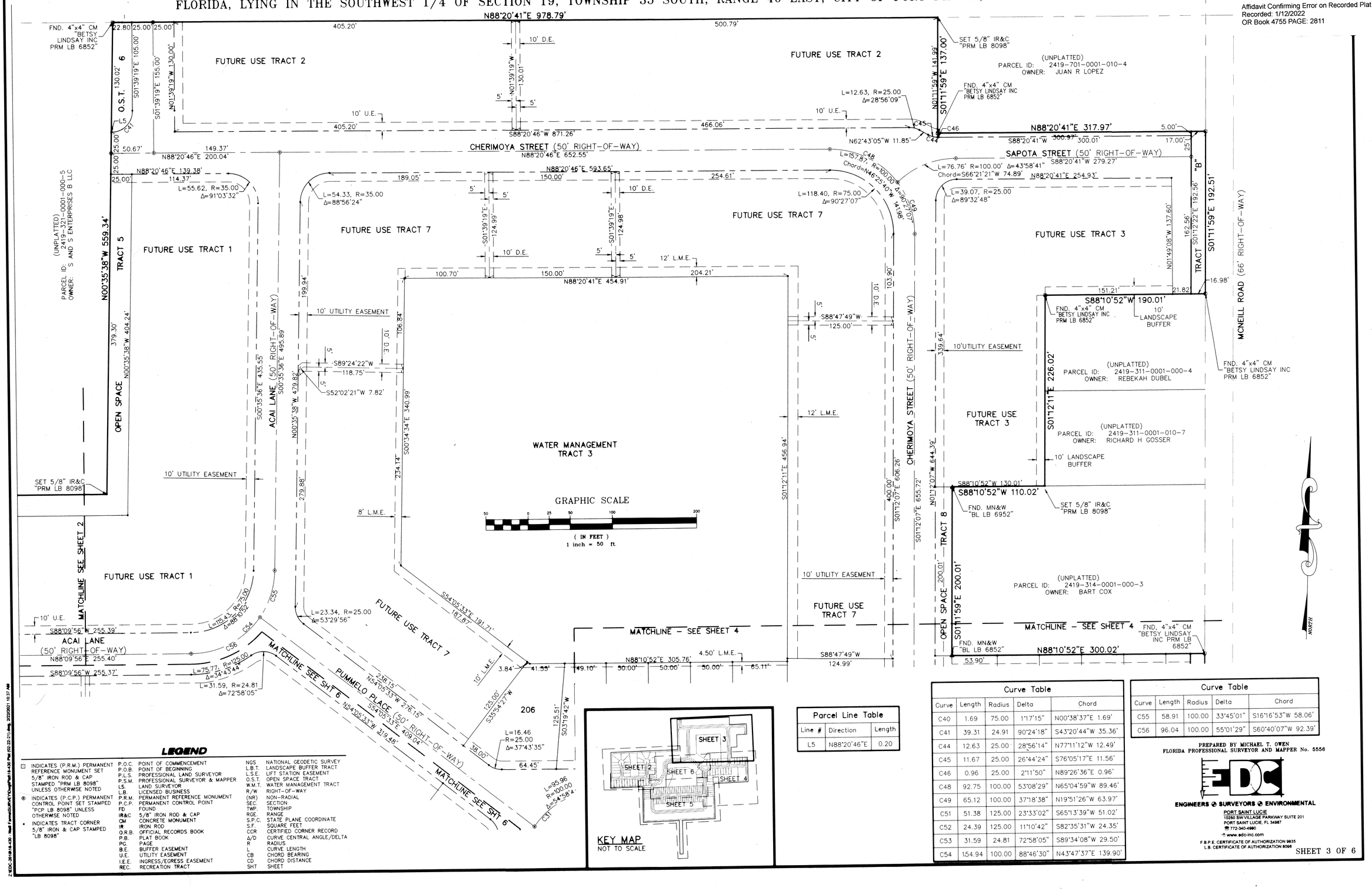
Z:\EDC-2018\18-426 - Mall Parcel\SURVEY\Dwg\Plat\18-426 Plat (02-22-21).dwg, 2/22/2021 10:37 AM

AVALON CROSSING

BEING A REPLAT OF A PORTION OF IDEAL SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 4 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK 93
PAGE 26
DOCKET NO. 4343736

Affidavit Confirming Error on Recorded Plat
Recorded: 1/12/2022
OR Book 4755 PAGE: 2811



LEGEND

□	INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED	P.O.C.	POINT OF COMMENCEMENT	NGS	NATIONAL GEODETIC SURVEY
		P.O.B.	POINT OF BEGINNING	L.B.T.	LANDSCAPE BUFFER TRACT
		P.L.S.	PROFESSIONAL LAND SURVEYOR	L.S.E.	LIFT STATION EASEMENT
		P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	O.S.T.	OPEN SPACE TRACT
		LS.	LAND SURVEYOR	W.M.T.	WATER MANAGEMENT TRACT
		L.B.	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
⊛	INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED	P.R.M.	PERMANENT REFERENCE MONUMENT	(NR)	NON-RADIAL
		P.C.P.	PERMANENT CONTROL POINT	SEC.	SECTION
		FD	FOUND	TWP.	TOWNSHIP
•	INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"	IR&C	5/8" IRON ROD & CAP	RGE.	RANGE
		CM	CONCRETE MONUMENT	S.P.C.	STATE PLANE COORDINATE
		IR	IRON ROD	S.F.	SQUARE FEET
		O.R.B.	OFFICIAL RECORDS BOOK	CCR	CERTIFIED CORNER RECORD
		P.B.	PLAT BOOK	Δ/D	CURVE CENTRAL ANGLE/DELTA
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		B.E.	BUFFER EASEMENT	L	CURVE LENGTH
		U.E.	UTILITY EASEMENT	CB	CHORD BEARING
		I.E.E.	INGRESS/EGRESS EASEMENT	CD	CHORD DISTANCE
		REC.	RECREATION TRACT	SHT	SHEET

Parcel Line Table		
Line #	Direction	Length
L5	N88°20'46"E	0.20

Curve Table				
Curve	Length	Radius	Delta	Chord
C40	1.69	75.00	1°17'15"	N00°38'37"E 1.69'
C41	39.31	24.91	90°24'18"	S43°20'44"W 35.36'
C44	12.63	25.00	28°56'14"	N77°11'12"W 12.49'
C45	11.67	25.00	26°44'24"	S76°05'17"E 11.56'
C46	0.96	25.00	2°11'50"	N89°26'36"E 0.96'
C48	92.75	100.00	53°08'29"	N65°04'59"W 89.46'
C49	65.12	100.00	37°18'38"	N19°51'26"W 63.97'
C51	51.38	125.00	23°33'02"	S65°13'39"W 51.02'
C52	24.39	125.00	11°10'42"	S82°35'31"W 24.35'
C53	31.59	24.81	72°58'05"	S89°34'08"W 29.50'
C54	154.94	100.00	88°46'30"	N43°47'37"E 139.90'

Curve Table				
Curve	Length	Radius	Delta	Chord
C55	58.91	100.00	33°45'01"	S16°16'53"W 58.06'
C56	96.04	100.00	55°01'29"	S60°40'07"W 92.39'

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ⊘ SURVEYORS ⊘ ENVIRONMENTAL
PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
772-340-4960
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8066

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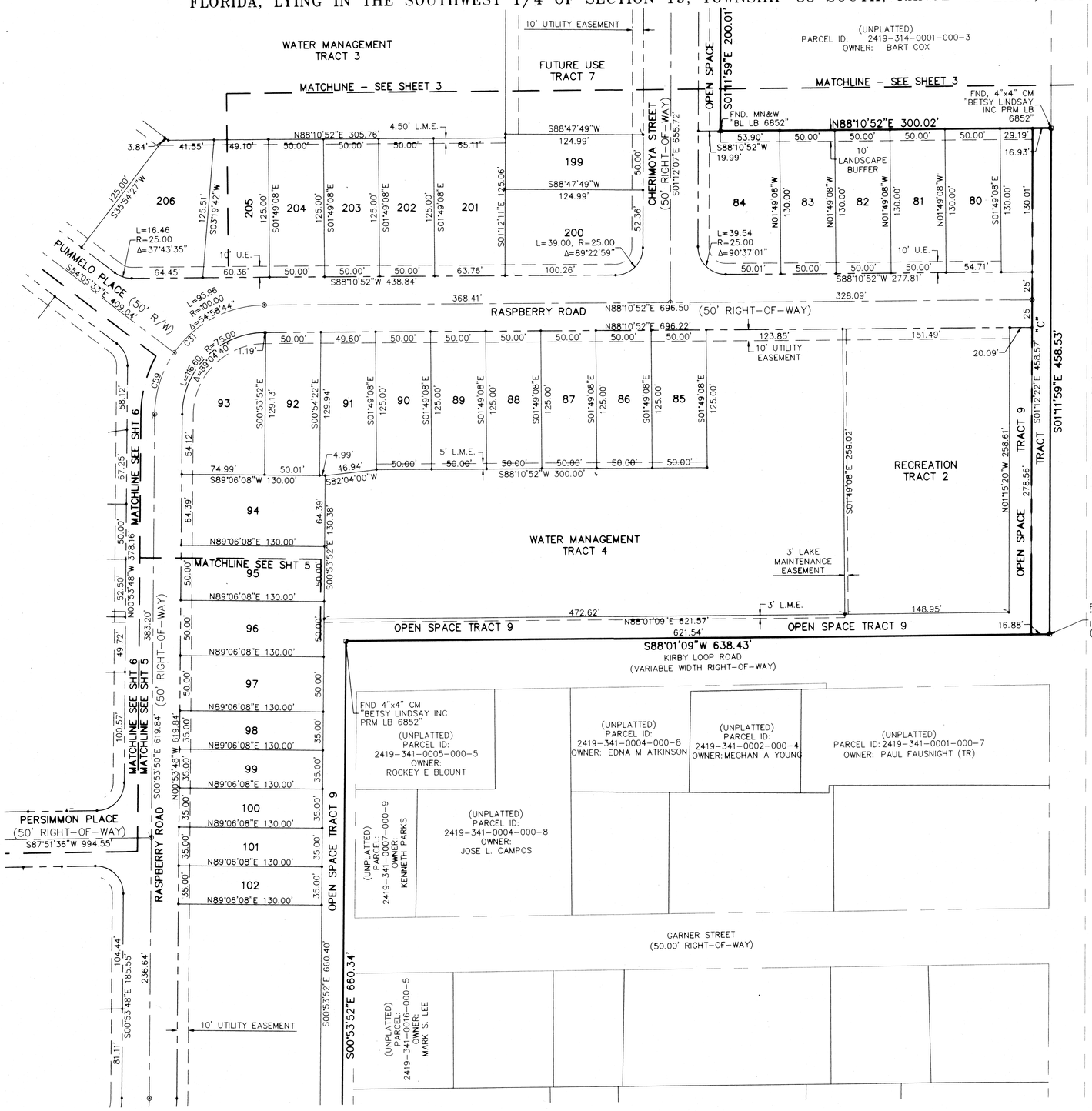
AVALON CROSSING

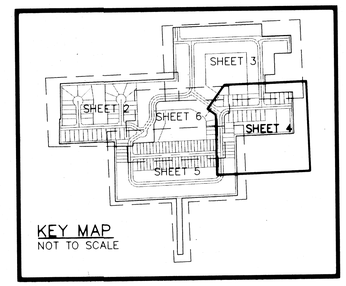
BEING A REPLAT OF A PORTION OF IDEAL SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 4 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK 93
PAGE 27
DOCKET NO. 4843740

Affidavit Confirming Error on Recorded Plat
Recorded: 1/12/2022
OR Book 4755 PAGE: 2811



Curve Table				
Curve	Length	Radius	Delta	Chord
C59	59.52	100.00	34°06'00"	N16°09'08"E 58.64'



SHEET 4 (

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

NORTH

LEGEND

□	INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED	P.O.C.	POINT OF COMMENCEMENT	NGS.	NATIONAL GEODETIC SURVEY
		P.O.B.	POINT OF BEGINNING	L.B.T.	LANDSCAPE BUFFER TRACT
		P.L.S.	PROFESSIONAL LAND SURVEYOR	L.S.E.	LIFT STATION EASEMENT
		P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	O.S.T.	OPEN SPACE TRACT
		LS.	LAND SURVEYOR	W.M.T.	WATER MANAGEMENT TRACT
		L.B.	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
◉	INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED	P.R.M.	PERMANENT REFERENCE MONUMENT	(NR)	NON-RADIAL
		P.C.P.	PERMANENT CONTROL POINT	SEC.	SECTION
		FD	FOUND	TWP.	TOWNSHIP
•	INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"	IR&C	5/8" IRON ROD & CAP	RGE.	RANGE
		CM	CONCRETE MONUMENT	S.P.C.	STATE PLANE COORDINATE
		IR	IRON ROD	S.F.	SQUARE FEET
		O.R.B.	OFFICIAL RECORDS BOOK	CCR	CERTIFIED CORNER RECORD
		P.B.	PLAT BOOK	Δ/D	CURVE CENTRAL ANGLE/DELTA
		PG.	PAGE	R	RADIUS
		B.E.	BUFFER EASEMENT	L	CURVE LENGTH
		U.E.	UTILITY EASEMENT	CB	CHORD BEARING
		I.E.E.	INGRESS/EGRESS EASEMENT	CD	CHORD DISTANCE
		REC.	RECREATION TRACT	SHT.	SHEET

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

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L.B. CERTIFICATE OF AUTHORIZATION 8098

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PLAT BOOK 93
PAGE 28
DOCKET NO. 4843730

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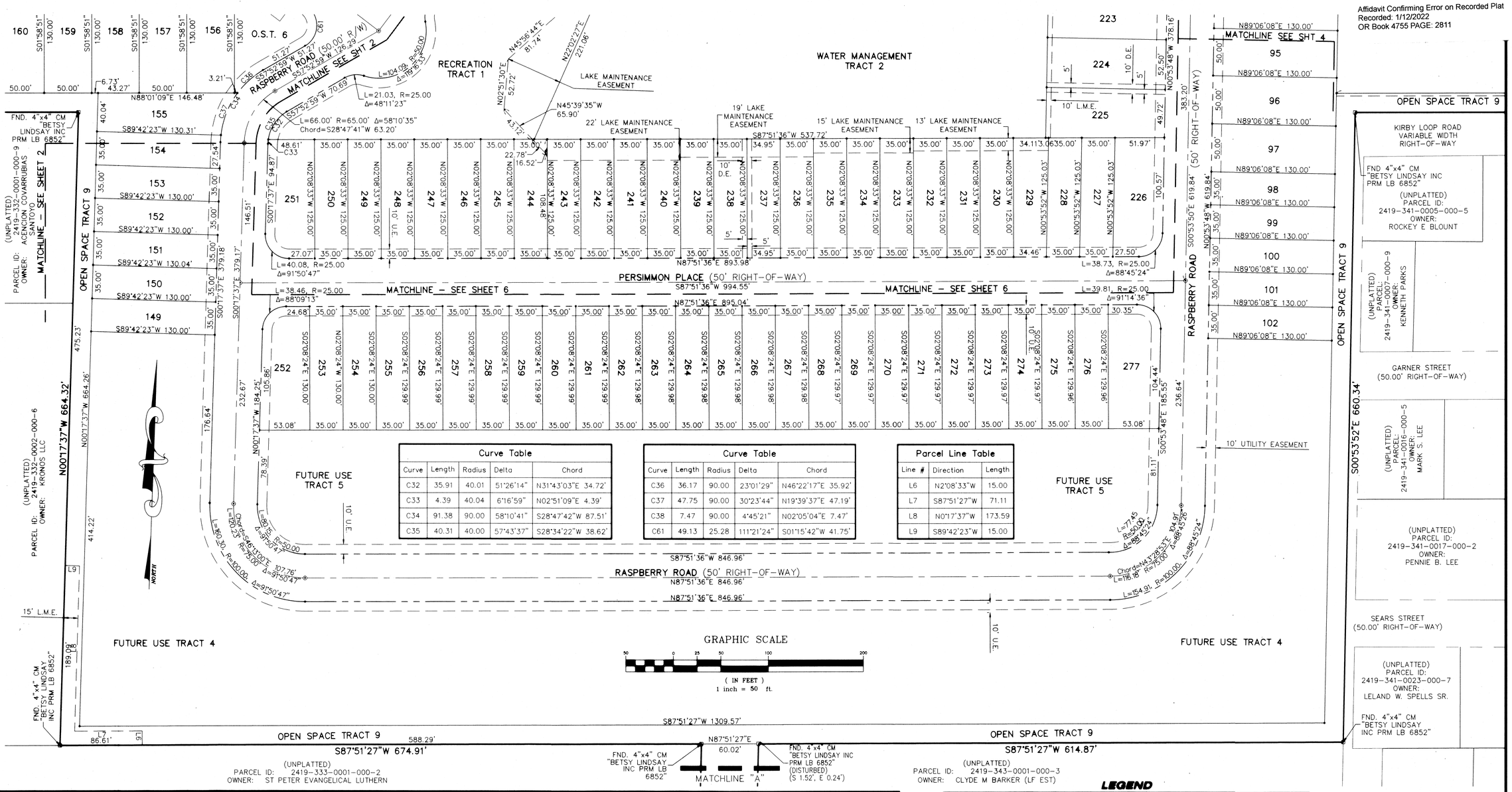

Curve Table				
Curve	Length	Radius	Delta	Chord
C32	35.91	40.01	51°26'14"	N31°43'03"E 34.72'
C33	4.39	40.04	6°16'59"	N02°51'09"E 4.39'
C34	91.38	90.00	58°10'41"	S28°47'42"W 87.51'
C35	40.31	40.00	57°43'37"	S28°34'22"W 38.62'

Curve Table				
Curve	Length	Radius	Delta	Chord
C36	36.17	90.00	23°01'29"	N46°22'17"E 35.92'
C37	47.75	90.00	30°23'44"	N19°39'37"E 47.19'
C38	7.47	90.00	4°45'21"	N02°05'04"E 7.47'
C61	49.13	25.28	111°21'24"	S01°15'42"W 41.75'

Parcel Line Table		
Line #	Direction	Length
L6	N2°08'33"W	15.00
L7	S87°51'27"W	71.11
L8	N0°17'37"W	173.59
L9	S89°42'23"W	15.00

LEGEND

- □ INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
- ⊛ INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED
- • INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.L.S. PROFESSIONAL LAND SURVEYOR
P.S.M. PROFESSIONAL SURVEYOR & MAPPER
LS. LAND SURVEYOR
L.B. LICENSED BUSINESS
P.R.M. PERMANENT REFERENCE MONUMENT
P.C.P. PERMANENT CONTROL POINT
FD. FOUND
IR&C 5/8" IRON ROD & CAP
CM CONCRETE MONUMENT
IR IRON ROD
O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
B.E. BUFFER EASEMENT
U.E. UTILITY EASEMENT
I.E.E. INGRESS/EGRESS EASEMENT
REC. RECREATION TRACT
NGS NATIONAL GEODETIC SURVEY
L.B.T. LANDSCAPE BUFFER TRACT
L.S.E. LIFT STATION EASEMENT
O.S.T. OPEN SPACE TRACT
W.M.T. WATER MANAGEMENT TRACT
R/W RIGHT-OF-WAY
(NR) NON-RADIAL
SEC. SECTION
TWP. TOWNSHIP
RGE. RANGE
S.P.C. STATE PLANE COORDINATE
S.F. SQUARE FEET
CCR CERTIFIED CORNER RECORD
Δ/D CURVE CENTRAL ANGLE/DELTA
R RADIUS
L CURVE LENGTH
CB CHORD BEARING
CD. CHORD DISTANCE
SHT SHEET

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9035
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Z:\ESC-2019\18-130 - Neal Farms\SURVEY\Dwg\Plat\18-130 Plat (02-22-21).dwg, 2/22/2021 10:37 AM

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PLAT BOOK 93
PAGE 29
DOCKET NO. 48343730

Affidavit Confirming Error on Recorded Plat
Recorded: 1/12/2022
OR Book 4755 PAGE: 2811

LEGEND

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		P.O.B.	POINT OF BEGINNING	L.B.T.	LANDSCAPE BUFFER TRACT
		P.L.S.	PROFESSIONAL LAND SURVEYOR	L.S.E.	LIFT STATION EASEMENT
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		IR	IRON ROD	S.F.	SQUARE FEET
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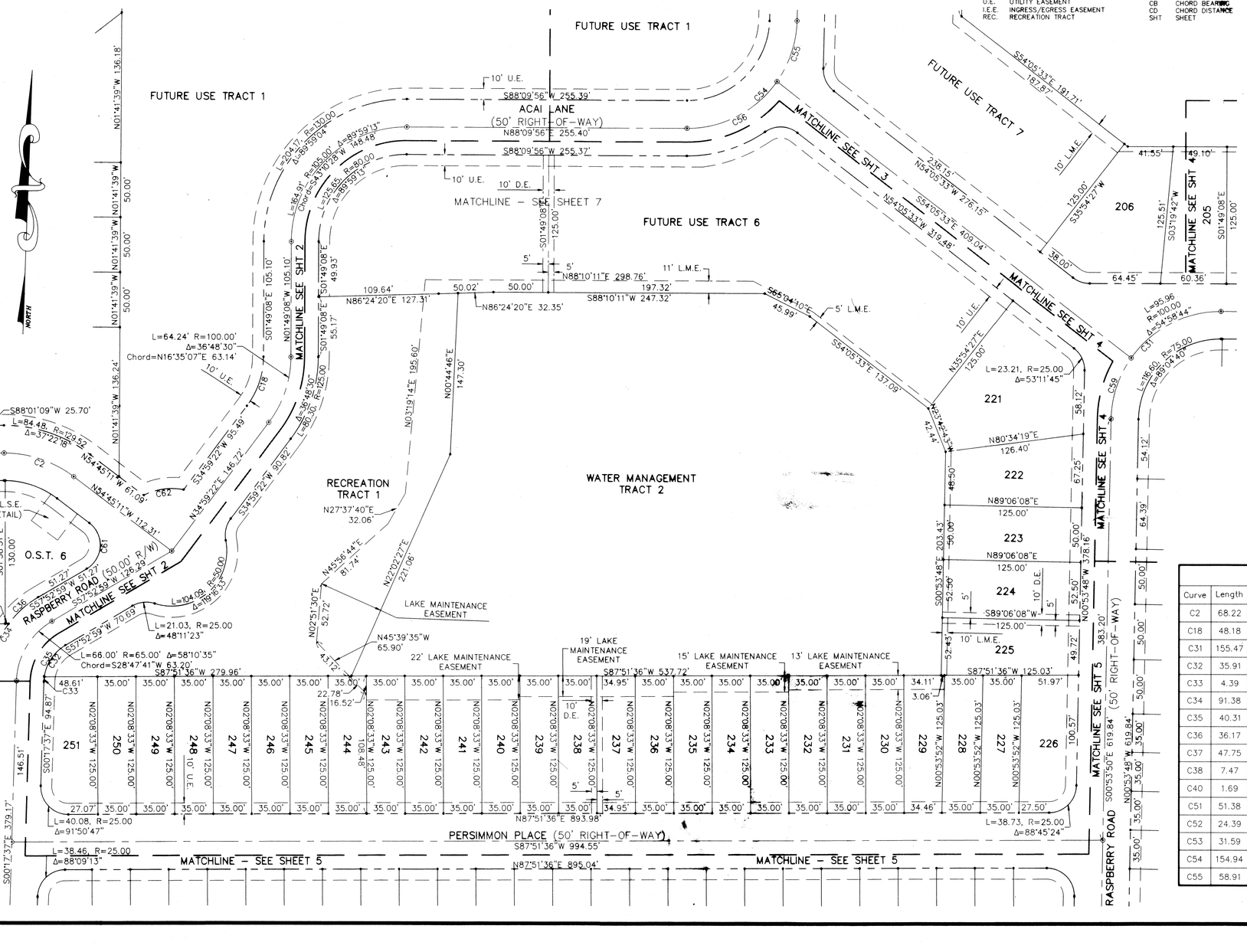
		P.B.	PLAT BOOK	Δ/D	CURVE CENTRAL ANGLE/DELTA
		PG.	PAGE	R	RADIUS
		B.E.	BUFFER EASEMENT	L	CURVE LENGTH
		U.E.	UTILITY EASEMENT	CB	CHORD BEARING
		I.E.E.	INGRESS/EGRESS EASEMENT	CD	CHORD DISTANCE
		REC.	RECREATION TRACT	SHT	SHEET



Curve Table				
Curve	Length	Radius	Delta	Chord
C2	68.22	105.00	37°13'40"	N73°22'01"W 67.03'
C18	48.18	74.93	36°50'30"	S16°35'07"W 47.36'
C31	155.47	100.00	89°04'44"	S43°38'30"W 140.28'
C32	35.91	40.01	51°26'14"	N31°43'03"E 34.72'
C33	4.39	40.04	6°16'59"	N02°51'09"E 4.39'
C34	91.38	90.00	58°10'41"	S28°47'42"W 87.51'
C35	40.31	40.00	57°43'37"	S28°34'22"W 38.62'
C36	36.17	90.00	23°01'29"	N46°22'17"E 35.92'
C37	47.75	90.00	30°23'44"	N19°39'37"E 47.19'
C38	7.47	90.00	4°45'21"	N02°05'04"E 7.47'
C40	1.69	75.00	1°17'15"	N00°38'37"E 1.69'
C51	51.38	125.00	23°33'02"	S65°13'39"W 51.02'
C52	24.39	125.00	11°10'42"	S82°35'31"W 24.35'
C53	31.59	24.81	72°58'05"	S89°34'08"W 29.50'
C54	154.94	100.00	88°46'30"	N43°47'37"E 139.90'
C55	58.91	100.00	33°45'01"	S16°16'53"W 58.06'

Curve Table				
Curve	Length	Radius	Delta	Chord
C56	96.04	100.00	55°01'29"	S60°40'07"W 92.39'
C59	59.52	100.00	34°06'00"	N16°09'08"E 58.64'
C61	49.13	25.28	111°21'24"	S01°15'42"W 41.75'
C62	37.52	57.01	37°42'15"	S80°07'05"W 36.85'

Parcel Line Table		
Line #	Direction	Length
L2	S58°25'22"E	31.01
L3	S34°33'21"E	30.23

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

EDC
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Z:\EDC-2018\18-430 - Matt Farrell\SURVEY\Dwg\Plat\18-430 Plat (02-22-21).dwg, 2/22/2021 10:37 AM

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4979586 OR BOOK 4755 PAGE 2811, Recorded 01/12/2022 04:50:35 PM

[redacted]

ENGINEERS & SURVEYORS ENVIRONMENTAL

January 12, 2022 *Via: Hand Delivery & Electronic Mail*

Prepared for:
St. Lucie County Clerks Office
Attn: Michelle R. Miller
Clerk and Comptroller
201 South Indian Drive
Fort Pierce, FL 34950

Prepared by:
Michael T. Owen, PSM
Engineering Design & Construction, Inc.
10250 Village Parkway
Suite 201
Port Saint Lucie, Florida 34987

----------SPACE ABOVE THIS LINE FOR RECORDING DATA----------

AFFIDAVIT CONFIRMING ERROR ON A RECORDED PLAT
(recorded in accordance with Florida statutes 177. 141)

This Affidavit describes the nature and extent of an error or omission and the appropriate correction that, in the Affiant's professional opinion, would be substituted for the erroneous data shown on the Plat or added to the data on the Plat. When this affidavit is filed, it is the duty of the circuit court clerk to record the affidavit and he or she must place, in the margin of the recorded Plat, a notation that this Affidavit has been filed, the date of filing, and the official book and page where it is recorded. The notation must also be placed on all copies of the Plat used for reproduction purposes. The affidavit shall have no effect upon the validity of the Plat.

(This Affidavit is a related Document to the plat name below)

This writing has been prepared to confirm and correct a scriveners error/s detected on the Plat of Avalon Crossing recorded in Plat Book 93, Pages 24-29 in the public records of St. Lucie County Florida ("Plat").

Before me, the undersigned authority, personally appeared Michael T. Owen, who also after being duly sworn, the poses and says:

1. Affiant is a professional Surveyor and Mapper in accordance with chapter 472 of the state of Florida, license number 5556.
2. That a scrivener's error was made in naming the homeowners association referenced in the Plat.
3. The homeowner's association, Avalon Crossing Master HOA, Inc., will operate as a non profit corporation.
4. The name of the homeowner's association should have been Avalon Crossing Master HOA, Inc. instead of Avalon Crossing Master HOA, LLC.
5. A scrivener's error was made in paragraph 6 of the dedication portion of the Plat.
6. It was a scrivener's error in dedicating the future land use tracks 1 through 7, inclusive, to Avalon Crossing Master HOA, LLC. Instead, paragraph 6 of the Dedication should be deleted and the following should be substituted as the said Paragraph 6, and should read:
"6. The future land-use Tracks 1 through 7, inclusive, shown hereon, are reserved for Neill Farms FP LLC, a Florida limited liability company, it's successors and or assigns for future land-use purposes."

FURTHER AFFIANT SAYETH NAUGHT:

Michael T. Owen
Professional Surveyor and Mapper
License number: 5556

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

Sworn and subscribe before me on this 12 day of January, 2022 by Michael T. Owen, who is personally known to me or produced identification
_____(Type of Identification Produced)

Signature of person taking this Acknowledgment: Nancy L. Stamm

Notary stamp: NANCY L STAMM MY COMMISSION # GG284356 EXPIRES: December 13, 2022

Print Name: Nancy L. Stamm

Title: Notary Public

Commission Number: GG284356

Commission Expires: 12-13-2022

Z:\EDC-2018\18-430 - Neill Farms\ENGINEERING\Documents\Submittal Documents\Submittal Package\2022-01-10_City_of_FP_Plat_Correction\2022-01-10_Avalon_Crossing_ASbuilt_of_Plat_Scrivners_Error.docx

ENGINEERS SURVEYORS
ENVIRONMENTAL

LETTER OF JUSTIFICATION / COVER LETTER

Avalon Crossings Phase II
April 7, 2022

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting approval of a final plat application for a project known as Avalon Crossings Phase II. The subject properties are identified below:

1.	***2419-702-0014-000-8***	***Neill Farms FP LLC***	***4.32 acres***
2.	***2419-702-0015-000-5***	***Neill Farms FP LLC***	***2.707 acres***
3.	***2419-702-0016-000-2***	***Neill Farms FP LLC***	***1.560 acres***
4.	***2419-702-0017-000-9***	***Neill Farms FP LLC***	***5.662 acres***
5.	***2419-702-0018-000-6***	***Neill Farms FP LLC***	***2.800 acres***
6.	***2419-702-0019-000-3***	***Neill Farms FP LLC***	***1.832 acres***
7.	***2419-702-0020-000-3***	***Neill Farms FP LLC***	***4.984 acres***

The previous plat was recorded on April 7, 2021, Plat Book 93, Page 24. This plat is for the platting of the previously platted future tracts into 166 residential lots.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located on the south of Okeechobee Road and west of McNeill Road in the City of Fort Piece. Construction plans for the site in full were submitted as part of the previously approved plat. The installation of the infrastructure to serve all parcels within the Avalon Crossing Development is currently under construction and nearing completion. Due to this, construction plans are not included as part of this submittal.

FINAL SUBDIVISION REQUIREMENTS

Section 121-10 of the City of Fort Pierce Code of Ordinances identifies the requirements for Subdivision Plats. The attached subdivision plat meets all of the requirements of Section 121-10. All items as outlined on the subdivision application are included as part of this submittal.

Based on the above and attached information, the applicant respectfully requests approval of the proposed application.

Z:\EDC-2018\18-430 - Neill Farms\ENGINEERING\Documents\Submittal Documents\Justification Statement\2022-04-07_Avalon_Crossings_PH-II_Subdivision_Plat_Justification_Statement_18-430.docx

June 13, 2022 *Via: Electronic*

City of Fort Pierce Building Department
Attn: Tracy Telle
100 North US 1
Fort Pierce, FL 34950

Re: Avalon Crossing Phase II Final Plat – Replat of Avalon Crossing
TRC No. 22-41000001 – Response to Comments

Dear Tracy:

On behalf of our client, please find the attached response to comments received regarding the plat application received on May 19th and June 1st, 2022 for a project known as Avalon Crossing (AKA Neill Farms). Each comment is identified below followed by a response in ***bold italics***.

CITY OF FORT PIERCE PLANNING DEPARTMENT

1. After receiving approval from the City of Fort Pierce Engineering Department, please supply two (2) Mylars before your scheduled City Commission meeting for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111
   RESPONSE: Acknowledged.

ENGINEERING DEPARTMENT COMMENTS

1. Update the reviewing surveyors name to Frank Veldhuis and the Florida Certificate Number to 6582 under the Surveyor's Review Certificate.
   RESPONSE: The reviewing surveyor's name has been updated.

2. Remove the Planning Director's name under the Planning and Zoning Approval heading.
   RESPONSE: The Planning Director's name has been removed.

3. Update the City Attorney's name from Peter Sweeney to Tanya Earley.
   RESPONSE: The City Attorney's name has been updated.

4. Add the Preliminary Plat Certificate per the City of Fort Pierce Code of Ordinance Section 121-10(c)(1a):

   CITY COMMISSION CERTIFICATE:

   Pursuant to the provisions of the Fort Pierce City Commission this plat was given Preliminary Approval by the City Commission at a meeting on the 16th day of September 2019

   Fort Pierce City Commission

   BY: _____

Linda Cox, City Clerk

RESPONSE: The preliminary city commission certificate has been included on the cover of the plat.

5. A final plat cannot be approved for recordation until all required site improvements have been fully constructed and approved or a bonding mechanism is put in place in accordance with the requirements specified in the City of Fort Pierce Code of Ordinances Section 121.
   RESPONSE: Acknowledged.

6. Additional comments may be forthcoming upon completion of review by the City's contract surveyor, NorthStar Geomatics.
   RESPONSE: Acknowledged.

NORTHSTAR COMMENTS

1. PRM's must be field verified by reviewing surveyor prior to final approval. Platting surveyor or agent to notify reviewer when PRM's are ready for inspection and must accompany reviewer on inspection.
   RESPONSE: PRMs have been set. We will schedule an appointment to verify with the reviewing surveyor or their agent in the near future.

2. A written response to each item above is required prior to next review.
   RESPONSE: This letter serves as the written response required.

3. Match lines between sheets 2 and 3 don't match. 177.091(3).
   RESPONSE: The match lines have been revised to more clearly match each other.

4. Change the surveyor's review name to Frank C. Veldhuis, Certification number 6582.
   RESPONSE: The surveyor's name has been revised as directed.

5. Dimension the lake management easement on sheet 2, lots 211 and 212. 177.091(16).
   RESPONSE: A detail of the easement in question has been added to sheet 2 for clarity.

6. Label contiguous property on sheet 3, next to log 69. 177.091(17).
   RESPONSE: The contiguous property has been labelled.

SLCFD

1. Please submit a completed application for Development / Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

3. Please send the Fire District electronic plans for the site and buildings.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

5. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction (NFPA 1.16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface (NFPA 1.18.2.3.5.2.5).
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

6. Security gates must either be manned 24 hour / day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

7. A minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been

constructed. The proposed plat is substantially consistent with previously submitted plans

8. A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

9. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 ft. NFPA 1.18.5.3. Please provide fire flow calculations for hydrants.
   RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

10. Fire Hydrants (shall be) are provided for detached one-and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1.18.5.2.
    RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

11. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested and acceptable to the AHJ (SLCFD).
    RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

12. Minimum Size of Water Mains. The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. B. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. C. The maximum number of hydrants located on a dead end main shall be one (1). D. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. E. The minimum size water main(s) shall be

determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.
RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

13. Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.
RESPONSE: Acknowledged. SLC Fire has previously reviewed and approved both site plan and construction plans for this development. A public water main with fire hydrants meeting the required hydrants with adequate spacing and flows have been constructed. The proposed plat is substantially consistent with previously submitted plans

We feel the attached adequately addresses comments and request review and approval of the attached application. Should you have any questions or require further information, please contact me at 77-462-2455.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

David C. Baggett, P.E.
Sr. Project Engineer

Z:\EDC-2018\18-430 - Neill Farms\ENGINEERING\Documents\Submittal Documents\Comment Response Letter\2022-06-13_City_FP_Avalon_Crossings_Plat_Rsp2Cmts_Ltr_18-430.docx

AVALON CROSSING PHASE II

BEING A REPLAT OF FUTURE USE TRACTS 1, 2, 3, 4, 5, 6, AND 7 ACCORDING TO THE PLAT OF AVALON CROSSING, AS RECORDED IN PLAT BOOK 93, PAGE 24, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FUTURE USE TRACTS 1, 2, 3, 4, 5, 6, AND 7 ACCORDING TO THE PLAT OF AVALON CROSSING, AS RECORDED IN PLAT BOOK 93, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 23.88 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP

STATE OF FLORIDA
COUNTY OF ST. LUCIE

NEILL FARMS FP LLC, A FLORIDA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY AFFIRM AS FOLLOWS:

1. ALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND PREVIOUSLY DEDICATED TO THE CITY OF FORT PIERCE, AVALON CROSSING MASTER HOA, INC., ST. LUCIE COUNTY, FORT PIERCE UTILITY AUTHORITY, THEIR SUCCESSORS AND/OR ASSIGNS ON THE PLAT OF AVALON CROSSING, RECORDED IN PLAT BOOK 93, PAGE 24, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SHALL NOT BE VACATED, ANNULLED OR TERMINATED BY THE RECORDING OF THIS PLAT, IT BEING THE EXPRESS INTENTION OF THE OWNERS OF THE LAND DESCRIBED AND PLATTED HEREIN THAT SUCH EASEMENTS SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE VACATED, ANNULLED OR TERMINATED AND ARE HEREBY REAFFIRMED.

IN WITNESS WHEREOF, NEILL FARMS FP LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ THIS _____ DAY OF _____, 2022.

NEILL FARMS FP LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
PRINTED NAME: _____
POSITION: _____

WITNESS
_____
_____
PRINTED NAME

WITNESS
_____
_____
PRINTED NAME

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY _____, THE _____ OF NEILL FARMS FP LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA
COUNTY OF _____

NVR, INC., ("MORTGAGEE"), THE OWNER AND HOLDER OF THOSE CERTAIN INDEMNITY MORTGAGES, BOTH DATED THE 30TH DAY OF JANUARY 2019, AND RECORDED IN O.R. BOOK 4228 PAGE 1392 AND O.R. BOOK 4228 PAGE 1404, IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE TO SUCH DEDICATIONS.

DATED THIS _____ DAY OF _____, 2022.

NVR, INC.

BY: _____
PRINT NAME: _____
POSITION: _____

[CORPORATE SEAL]

WITNESS
_____
_____
PRINTED NAME
_____
_____
PRINTED NAME

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY _____, THE _____ OF NVR INC., WHO ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, _____, A MEMBER OF THE FLORIDA BAR, RELYING SOLELY ON THAT CERTAIN TITLE COMMITMENT PREPARED BY _____, DATED _____, 20___, AND DESIGNATED AS _____ (THE "PLAT SEARCH"), AND ASSUMING THE ACCURACY OF THE INFORMATION CONTAINED IN THE PLAT SEARCH, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF THE PROPERTY DESCRIBED HEREON AND THAT I FIND THAT THE TITLE TO THE PROPERTY IS VESTED IN: NEILL FARMS FP LLC, THAT ALL TAXES ON THE PROPERTY HAVE BEEN PAID AS REQUIRED BY FLORIDA STATUTES § 197.192, AND THAT THE PROPERTY IS NOT ENCUMBERED EXCEPT FOR: THOSE CERTAIN INDEMNITY MORTGAGES, BOTH DATED THE 30TH DAY OF JANUARY 2019, AND RECORDED IN O.R. BOOK 4228 PAGE 1392 AND O.R. BOOK 4228 PAGE 1404, IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

DATED: THE _____ DAY OF _____, 2022.

BY: _____
PRINTED NAME: _____
FIRM: _____
FLORIDA BAR NUMBER: _____

SURVEYORS REVIEW CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

THIS _____ DAY OF _____, 2022.

BY _____
FRANK C. VELDHUIS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6582

PLANNING & ZONING APPROVAL

IT IS HEREBY CERTIFIED THAT THE PLAT MEETS THE REQUIREMENTS OF THE PD, PLANNED DEVELOPMENT, AS SET FORTH IN SECTION 125-212 OF THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2022.

BY: _____
PRINTED NAME: _____
CITY OF FORT PIERCE, FLORIDA

CITY ATTORNEY

IT IS HEREBY CERTIFY THAT THE FORGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2022.

BY: _____
TANYA EARLEY,
CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

CITY COMMISSION CERTIFICATE (PRELIMINARY)

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING ON THE 16TH DAY OF SEPTEMBER 2019

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX
CITY CLERK

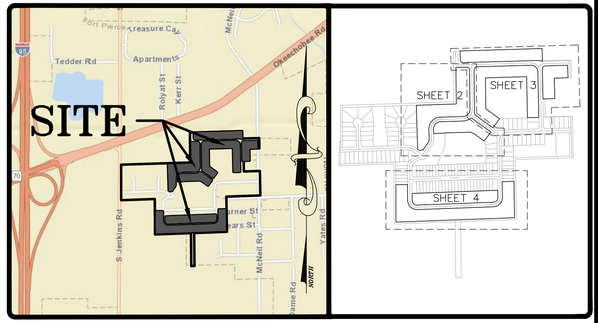
CITY COMMISSION CERTIFICATE (FINAL)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, 2022.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX
CITY CLERK



SITE MAP
NOT TO SCALE

KEY MAP
NOT TO SCALE

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF_____, 20___.

_____
MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

BY: _____

CLERK OF CIRCUIT COURT SEAL

SURVEYOR'S CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF AVALON CROSSING PHASE II IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF FT. PIERCE AND ST. LUCIE COUNTY, FLORIDA.

DATED THIS _____ DAY OF _____, 20___.

SURVEYOR SEAL

_____
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
EDC, INC.
LB#8098
10250 SW VILLAGE PARKWAY
PORT ST. LUCIE, FLORIDA 34987

NOTES:

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF SECTION 13 HAVING A BEARING OF S60°24'56"W.
3. PLAT CONTAINS 74.19 ACRES, MORE OR LESS.
4. ALL TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177, F.S.

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL
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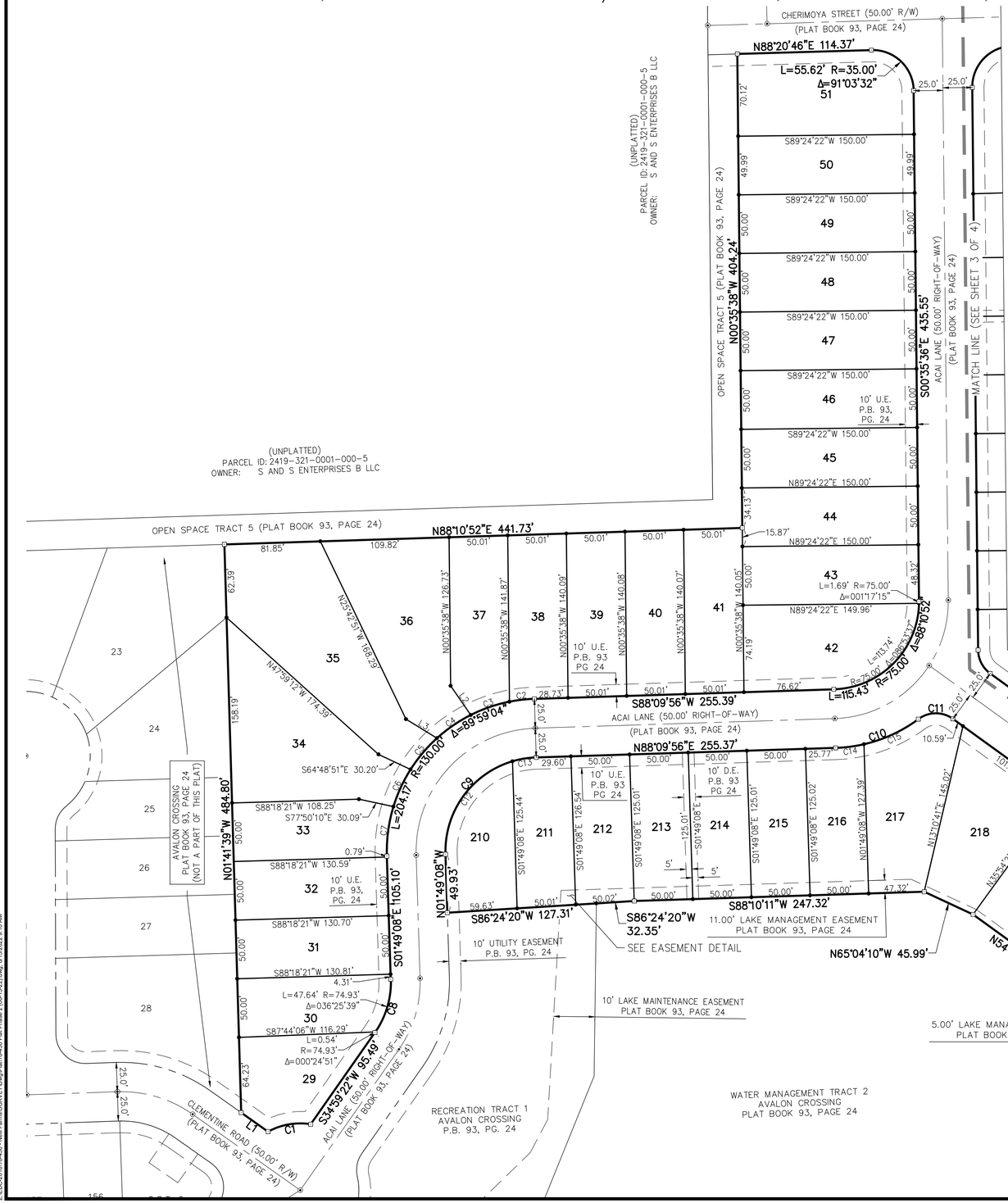
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

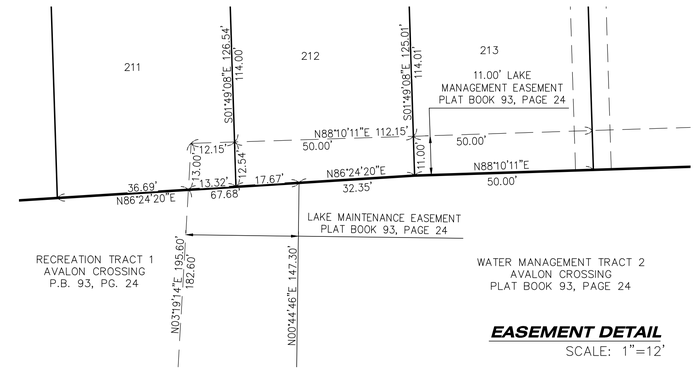
Z:\EDC-2018\18-430 - Neill Farms\SURVEY\Dwg\Plat\18-430 Plat Phase 2 (06-13-22).dwg, 6/13/2022 9:10 AM

AVALON CROSSING PHASE II

BEING A REPLAT OF FUTURE USE TRACTS 1, 2, 3, 4, 5, 6, AND 7 ACCORDING TO THE PLAT OF AVALON CROSSING, AS RECORDED IN PLAT BOOK 93, PAGE 24, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____





EASEMENT DETAIL

SCALE: 1"=12'

LEGEND

- ⊡ INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
- ⊙ INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" AS SHOWN ON THE PLAT OF AVALON CROSSING (P.B. 93, PG. 24) UNLESS OTHERWISE NOTED
- INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
LS.	LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
FD	FOUND
IR&C	5/8" IRON ROD & CAP
CM	CONCRETE MONUMENT
IR	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
B.E.	BUFFER EASEMENT
U.E.	UTILITY EASEMENT
I.E.E.	INGRESS/EGRESS EASEMENT
REC.	RECREATION TRACT
NGS	NATIONAL GEODETIC SURVEY
L.B.T.	LANDSCAPE BUFFER TRACT
L.S.E.	LIFT STATION EASEMENT
O.S.T.	OPEN SPACE TRACT
W.M.T.	WATER MANAGEMENT TRACT
R/W	RIGHT-OF-WAY
(NR)	NON-RADIAL
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
S.P.C.	STATE PLANE COORDINATE
S.F.	SQUARE FEET
CCR	CERTIFIED CORNER RECORD
Δ/D	CURVE CENTRAL ANGLE/DELTA
R	RADIUS
L	CURVE LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
SHT	SHEET

GRAPHIC SCALE

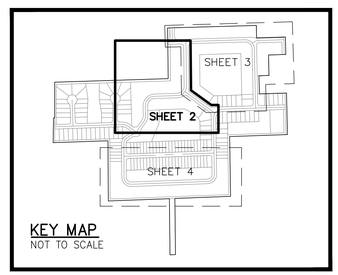
50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

NORTH

Line Table		
Line #	Direction	Length
L1	N54°45'11"W	28.08'
L2	S34°33'21"E	30.23'
L3	S58°25'22"E	31.01'

Curve Table			
Curve #	Length	Radius	Delta (Δ)
C1	37.52'	57.01'	037°42'15"
C2	21.42'	130.00'	009°26'18"
C3	35.00'	130.00'	015°25'33"
C4	35.00'	130.00'	015°25'33"
C5	35.00'	130.00'	015°25'33"
C6	35.00'	130.00'	015°25'33"
C7	42.75'	130.00'	018°50'35"
C8	48.18'	74.93'	036°50'30"
C9	125.65'	80.00'	089°59'13"
C10	75.77'	125.00'	034°43'44"
C11	31.59'	24.81'	072°58'05"
C12	105.04'	80.00'	075°13'38"
C13	20.61'	80.00'	014°45'34"
C14	24.39'	125.00'	011°10'42"
C15	51.38'	125.00'	023°33'02"



KEY MAP
NOT TO SCALE

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

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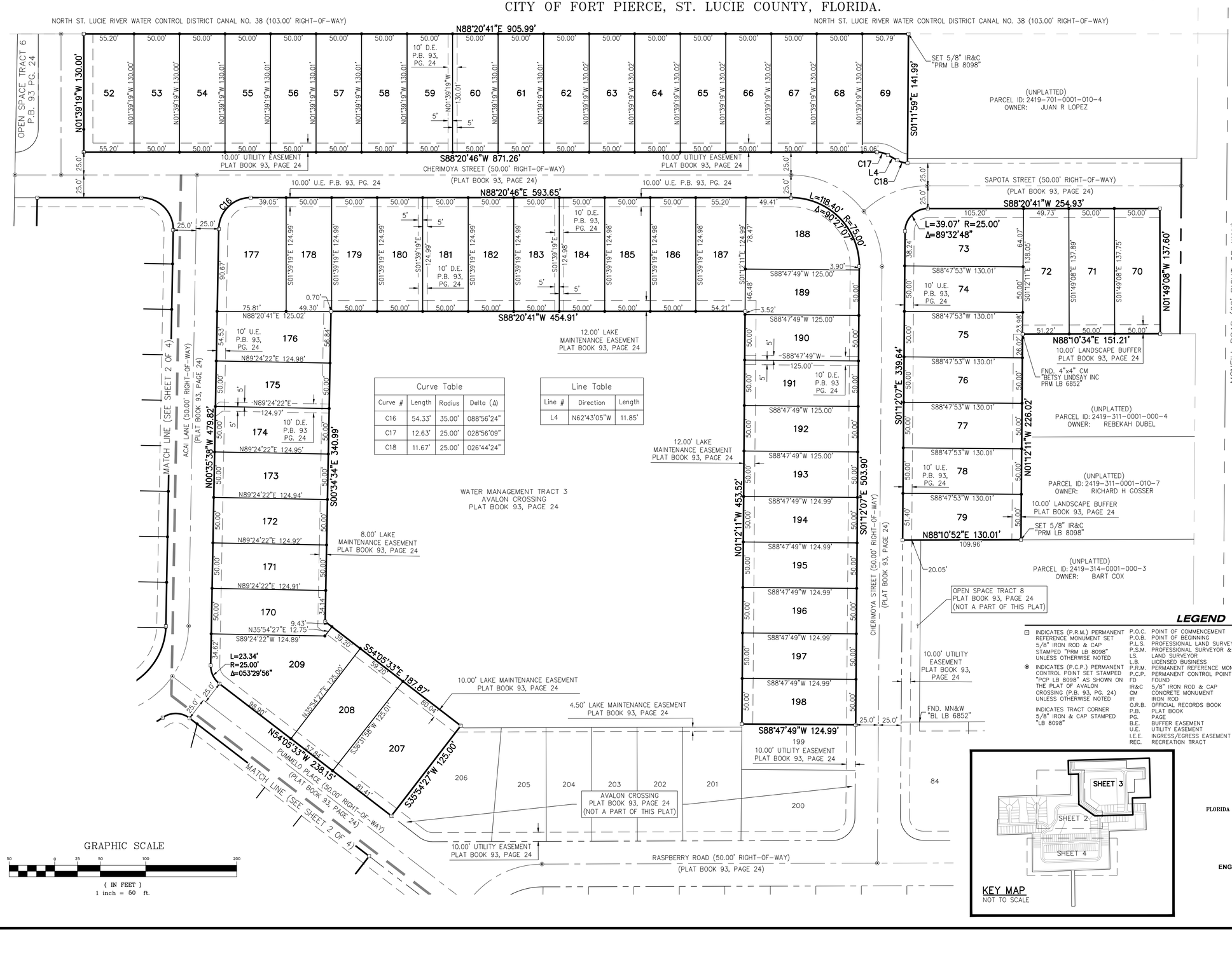
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

Z:\EDC-2018\18-430 - Neill Farms\SURVEY\Dwg\Plat\18-430 Plat Phase 2 (06-13-22).dwg, 6/13/2022 9:19 AM

AVALON CROSSING PHASE II

BEING A REPLAT OF FUTURE USE TRACTS 1, 2, 3, 4, 5, 6, AND 7 ACCORDING TO THE PLAT OF AVALON CROSSING, AS RECORDED IN PLAT BOOK 93, PAGE 24, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____



Curve Table			
Curve #	Length	Radius	Delta (Δ)
C16	54.33'	35.00'	088°56'24"
C17	12.63'	25.00'	028°56'09"
C18	11.67'	25.00'	026°44'24"

Line Table		
Line #	Direction	Length
L4	N62°43'05"W	11.85'

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND

- ⊡ INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
- ◉ INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" AS SHOWN ON THE PLAT OF AVALON CROSSING (P.B. 93, PG. 24) UNLESS OTHERWISE NOTED
- INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.L.S.	PROFESSIONAL LAND SURVEYOR
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LS.	LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
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IR&C	5/8" IRON ROD & CAP
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SHT	SHEET

KEY MAP
NOT TO SCALE

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ✪ SURVEYORS ✪ ENVIRONMENTAL

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Z:\EDC-2018\18-430 - Neill Farms\SURVEY\Dwg\Plat\18-430 Plat Phase 2 (06-13-22).dwg, 6/13/2022 9:10 AM

AVALON CROSSING PHASE II

BEING A REPLAT OF FUTURE USE TRACTS 1, 2, 3, 4, 5, 6, AND 7 ACCORDING TO THE PLAT OF AVALON CROSSING, AS RECORDED IN PLAT BOOK 93, PAGE 24, LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____

Curve Table			
Curve #	Length	Radius	Delta (Δ)
C19	29.79'	100.00'	017°04'02"
C20	18.05'	100.00'	010°20'38"
C21	23.76'	100.00'	013°36'41"
C22	25.64'	100.00'	014°41'24"
C23	29.08'	100.00'	016°39'50"
C24	33.39'	100.00'	019°07'49"
C25	0.59'	100.00'	000°20'23"
C26	27.80'	100.00'	015°55'36"
C27	24.42'	100.00'	013°59'21"
C28	21.57'	100.00'	012°21'33"
C29	19.55'	100.00'	011°12'09"
C30	27.25'	100.00'	015°36'44"
C31	34.33'	100.00'	019°40'01"

NORTH

GRAPHIC SCALE

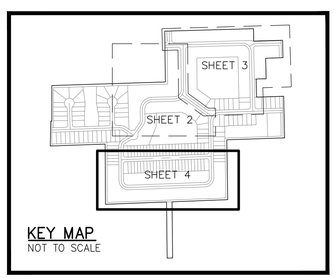
50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND

- ⊡ INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
- ⊙ INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" AS SHOWN ON THE PLAT OF AVALON CROSSING (P.B. 93, PG. 24) UNLESS OTHERWISE NOTED
- INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
LS.	LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
FD	FOUND
IR&C	5/8" IRON ROD & CAP
CM	CONCRETE MONUMENT
IR	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
B.E.	BUFFER EASEMENT
U.E.	UTILITY EASEMENT
I.E.E.	INGRESS/EGRESS EASEMENT
REC.	RECREATION TRACT
NGS	NATIONAL GEODETIC SURVEY
L.B.T.	LANDSCAPE BUFFER TRACT
L.S.E.	LIFT STATION EASEMENT
O.S.T.	OPEN SPACE TRACT
W.M.T.	WATER MANAGEMENT TRACT
R/W	RIGHT-OF-WAY
(NR)	NON-RADIAL
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
S.P.C.	STATE PLANE COORDINATE
S.F.	SQUARE FEET
CCR	CERTIFIED CORNER RECORD
Δ/D	CURVE CENTRAL ANGLE/DELTA
R	RADIUS
L	CURVE LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
SHT	SHEET



KEY MAP
NOT TO SCALE

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
☏ 772-340-4990
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9035
L.B. CERTIFICATE OF AUTHORIZATION 8098

Z:\EDC-2018\18-430 - Neill Farms\SURVEY\Dwg\Plat\18-430 Plat Phase 2 (06-13-22).dwg, 6/13/2022 9:10 AM

ENGINEERS OPINION OF PROBABLE COST - AVALON CROSSING PHASE II PLAT

(for City of Fort Pierce Plat Bond Estimation)

Client: Neill Farm FP, LLC **Date:** May 19, 2022

Project Name: Avalon Crossing **EDC Project #:** 18-430

Professional Engineer: David C. Baggett, P.E. **P.E No.: 81375**

SITE WORK	UNIT	QUANTITY	UNIT PRICE	CONTRACT
Mobilization / Demobilization (5% Project Cost)	LS	1	$ 43,683.68	$ 43,683.68
Striping and Signage	LS	1	$ 10,000.00	$ 10,000.00
1 "FDOT Type SP-9.5 Asphalt (2nd Lift)	SY	24,683	$ 8.50	$ 209,805.50
Storm Sewer Vacuum / Cleaning / Inlet Protection	LS	1	$ 5,000.00	$ 5,000.00
Curb and Gutter Additions and Repairs	LS	1	$ 15,000.00	$ 15,000.00
4" Thick Concrete Sidewalk	SY	10,726	$ 34.00	$ 364,684.00
Landscape Wall	LF	914	$ 120.00	$ 109,680.00
Amenity Dumpster Enclosure	EA	1	$ 22,000.00	$ 22,000.00
trees)	LS	0.30	$ 441,680.00	$ 132,504.00
Construction Engineering Inspection Services	LS	1	$ 5,000.00	$ 5,000.00
		SITE WORK SUB TOTAL		**$ 917,357.18**

Assumptions & Exclusions:

* Remaining work only, Phase I prev. bonded items have been certified &
* Excludes Permitting Fees
* Excludes ROW on Jenkins and McNiell (bonded separetely to County)
* Assumes existing drainage is serviceable
* Assumes existing lift station wet well is serviceable
* Assumes existing utility mains are serviceable
* Assumes all water and sewer services to lots must be replaced/constructed
* Assumes previously installed subgrade is serviceable in-situ
* Excludes residential meters and backflows (provided by FPUA)
* Excludes Engineering Costs

SUB TOTAL	**$ 917,357.18**
10% CONTINGENCY	**$ 91,735.72**
TOTAL	**$ 1,009,092.89**

Prepared By:

David C. Baggett, P.E.

Professional Engineer's Name

Digitally signed by David C Baggett, P.E.
Date: 2022.05.19 16:11:55 -04'00'

Professional Engineer's Signature / Seal

81375

P.E. No.

5/19/2022

Date

ENGINEERING DESIGN & CONSTRUCTION, INC.
CIVIL ENGINEERS & SURVEYORS SPECIALIZING IN LAND DEVELOPMENT

PORT ST. LUCIE OFFICE
10250 SW Village Parkway, Suite 201 Port St. Lucie, FL 34987
ph: (772) 462-2455 fx (772) 408-4208

From:	Tracy Telle
To:	David Baggett; Vennis Gilmore
Cc:	Paladin Plan; Vincent Deluca; Patricia Sesta
Subject:	RE: Avalon Crossing - Phase II Plat Revised Cost Estimate
Date:	Friday, May 20, 2022 7:22:18 AM
Attachments:	image004.png 18-430 Bond Estimate Phase II rev 5-19-2022.pdf

Vennis,

Engineering concurs with the submitted engineer's estimate and we have no objection to the requested bond reduction.

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3776, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

From: David Baggett <davidbaggett@edc-inc.com>
Sent: Thursday, May 19, 2022 4:28 PM
To: Tracy Telle <ttelle@cityoffortpierce.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: Paladin Plan <paladinplan@yahoo.com>; Vincent Deluca <Vincent.Deluca@bbrown.com>; Patricia Sesta <patriciasesta@edc-inc.com>
Subject: Avalon Crossing - Phase II Plat Revised Cost Estimate

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. .

Tracy and Vennis – per our meeting this morning see the revised Phase II Plat estimate (i.e. reduction from Phase I bond). Please review and advise.

Please note – our bonding company would like us to confirm this amount has been accepted no later than May 28th. If we can get confirming via email before then that would be great. We will then be able to furnish a renewed/reduced bond for Phase II

Thank you all for working with us, have a nice evening

David C. Baggett, P.E.
Project Manager | Engineering Division

10250 SW Village Parkway - Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455 ext 113
DavidBaggett@EDC-Inc.com | www.EDC-Inc.com

We ask that you **GO GREEN**! Please consider the environment before printing this email.

Encryption Statement: When possible, emails are protected using Transport Layer Security (TLS) on any outgoing or incoming correspondence. TLS does not work with all email providers.
Privacy Statement: This e-mail, including any attachments, may contain information that is legally protected from unauthorized disclosure. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, you should notify the sender immediately by telephone or by return email and delete this email from your computer.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Tracy Telle, Assistant City Engineer

FROM: Tanya Earley, City Attorney THE

RE: Avalon Crossing Subdivision Bond Reduction Request

CAO RLS FILE: No. 22-142

DATE: July 14, 2022

I have reviewed the above-referenced document. Inasmuch as you have indicated that the construction project tied to the bond has progressed sufficiently to justify the proposed reduction, I have no objection to the language in the change rider dated May 19, 2022.

If I can be of further assistance, please do not hesitate to call or e-mail.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
John R. Andrews, P.E., City Engineer
Johnna Morris, Director of Finance
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY

Date Received:	7/13/22
Assigned To:	
File:	22-142
Due Date:	
Hours:	

RECEIVED
JUL 13 2022
City Attorney

Received
JUL 12 2022
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

TO: TANYA EARLEY, CITY ATTORNEY

SUBMITTED BY: TRACY TELLE, ASSISTANT CITY ENGINEER

THROUGH: JOHN R. ANDREWS, P.E., CITY ENGINEER

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., ICMA-CM, CITY MANAGER

RE: AVALON CROSSING SUBDIVISION BOND REDUCTION REQUEST
REF. BOND NO. 3249569

DATE: JULY 8, 2022

Service Required: (please circle or underline)

Review Documents | **Draft Document** | **Written Opinion Requested**

Attend Meetings | **Advise** | **Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Neill Farms FP, LLC is the developer of Avalon Crossing subdivision and has requested a reduction in the amount of their current subdivision bond.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:**

3. **Time considerations and their significance:**

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** No

5. **Factual background:** In 2021 the developer received final plat approval of a subdivision known as Avalon Crossing (FKA Neill Farms) and in turn posted a $3,307,359.55 bond. Since the posting of the bond construction has progressed at an accelerated rate and much of the construction has received final approval status from NSLRWCD, SFWMD, and the City of Fort Pierce Engineering

Department and as understandable the developer is requesting the required bond amount be reduced to $1,009,092.00.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** Please find the attached related information:

   - Existing Great American Insurance Company Bond No. 3249569
   - Great American Insurance Company Change Rider
   - Great American Insurance Company Verification Certificate
   - Engineer's Opinion of Probable Cost

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** N/A

8. **If this is a request for review of a contract, provide the following:**

   a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:**

      The engineer's cost estimate has been reviewed and approved by Tracy Telle.

   b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.) N/A

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**
			APPROVED AS TO FORM AND CORRECTNESS BY: _____ City Attorney

GREAT AMERICAN INSURANCE GROUP

Great American Insurance Company
200 Colonial Center Parkway, Suite 330, Lake Mary, FL 32746

SUBDIVISION BOND

Bond No.: 3249569

KNOW ALL PERSONS BY THESE PRESENTS, That we, Neill Farms FP, LLC, called the Principal, and Great American Insurance Company, a Ohio corporation, called the Surety, are held and firmly bound unto City of Fort Pierce, Florida, called the Obligee, in the sum of Three Million Three Hundred Seven Thousand Three Hundred Fifty Nine and 55/100---------- (3,307,359.55) for the payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in Avalon Crossing Final Plat EDC Project# 18-430 per Engineers Opinion of Probable Cost prepared by David C. Baggett, P.E. dated January 21, 2021 (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract on or before Two (2) year (or within such further extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety), then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. No claim shall be allowed against this bond after the expiration of one year from the date set forth in the preceding paragraph, or one year from the end of the latest extension of time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this 12th day of February, 2021.

Neill Farms FP, LLC
(Principal)

By: _____

Great American Insurance Company

By: _____
Tyler D. DeBord, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21342

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Stephen Phillip Farmer	ALL OF	ALL
Tyler D. DeBord	DAYTONA BEACH, FLORIDA	$10,000,000
Pamela J. Thompson		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of JULY , 2019 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of JULY , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of February , 2021 .

Assistant Secretary

S1029AG (07/18)

CHANGE RIDER

To be attached to and form a part of the **Bond No. 3249569** executed by **Neill Farms FP, LLC** as Principal, and **Great American Insurance Company** as Surety, in favor of **City of Fort Pierce** as Obligee. In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to **amend bond penal sum based on updated engineers cost estimate dated 5/19/22.**

From: $3,307,359.55

To: $1,009,092.89

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. Signed, sealed and dated this **19th** day of **May, 2022.**

Great American Insurance Company
Surety Seal

By: _____
Stephen Phillip Farmer, Attorney-In-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21342

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Name	Address	Limit of Power
Stephen Phillip Farmer	ALL OF	ALL
Tyler D. DeBord	DAYTONA BEACH, FLORIDA	$10,000,000
Pamela J. Thompson		

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IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of JULY , 2019 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of JULY , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

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CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of May , 2022 .

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

200 Colonial Center Parkway, Suite 330, Lake Mary, FL 32746

VERIFICATION CERTIFICATE

Bond No: **3249569**
Current Billing Term From: February 12, 2022 To February 12, 2023
Principal: **Neill Farms FP, LLC**
Bond Amount: **$1,009,092.89**
Bond Description: Avalon Crossing EDC Project# 18-430 – Subdivision bond
Obligee: **City of Fort Pierce, Florida**

Gentlemen:

THIS IS TO CERTIFY that the above referenced Bond, issued by, Great American Insurance Company dated, February 12, 2021, in the amount of Three Million Three Hundred Seven Thousand Three Hundred Fifty Nine and 55/100 ($3,307,359.55) and then subsequently decreased to One Million Nine Thousand Ninety two and 89/100 ($1,009,092.89) as of May 19, 2022 on behalf of Neill Farms FP, LLC (as Principal), and in favor of the City of Fort Pierce, Florida (as Obligee), remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated July 8, 2022

Great American Insurance Company, Surety

By: _____

Stephen Phillip Farmer, Attorney in Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

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POWER OF ATTORNEY

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Name	Address	Limit of Power
Stephen Phillip Farmer Tyler D. DeBord Pamela J. Thompson	ALL OF DAYTONA BEACH, FLORIDA	ALL $10,000,000

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Assistant Secretary

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CERTIFICATION

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Signed and sealed this 8th day of July , 2022 .

Assistant Secretary

ENGINEERS OPINION OF PROBABLE COST - AVALON CROSSING PHASE II PLAT

(for City of Fort Pierce Plat Bond Estimation)

Client: Neill Farm FP, LLC **Date:** May 19, 2022

Project Name: Avalon Crossing **EDC Project #:** 18-430

Professional Engineer: David C. Baggett, P.E. **P.E No.:** 81375

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* Assumes existing lift station wet well is serviceable
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* Assumes previously installed subgrade is serviceable in-situ
* Excludes residential meters and backflows (provided by FPUA)
* Excludes Engineering Costs

SUB TOTAL	**$ 917,357.18**
10% CONTINGENCY	**$ 91,735.72**
TOTAL	**$ 1,009,092.89**

Prepared By: David C. Baggett, P.E.

Professional Engineer's Name

DAVID C. BAGGETT LICENSE No. 81375 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by David C Baggett, P.E.
Date: 2022.05.19 16:11:55 -04'00'

Professional Engineer's Signature / Seal

81375

P.E. No.

5/19/2022

Date

ENGINEERING DESIGN & CONSTRUCTION, INC
CIVIL ENGINEERS & SURVEYORS SPECIALIZING IN LAND DEVELOPMENT

PORT ST. LUCIE OFFICE
10250 SW Village Parkway, Suite 201 Port St. Lucie, FL 34987
ph:(772) 462-2455 fx:(772) 408-4208

CHANGE RIDER

To be attached to and form a part of the **Bond No. 3249569** executed by **Neill Farms FP, LLC** as Principal, and **Great American Insurance Company** as Surety, in favor of **City of Fort Pierce** as Obligee. In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to **amend bond penal sum based on updated engineers cost estimate dated 5/19/22.**

From: $3,307,359.55

To: $1,009,092.89

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. Signed, sealed and dated this **19th** day of **May, 2022.**

Great American Insurance Company
Surety Seal

By: _____
Stephen Phillip Farmer, Attorney-In-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21342

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Stephen Phillip Farmer	ALL OF	ALL
Tyler D. DeBord	DAYTONA BEACH, FLORIDA	$10,000,000
Pamela J. Thompson		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of JULY , 2019 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of JULY , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of May , 2022 .

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

200 Colonial Center Parkway, Suite 330, Lake Mary, FL 32746

VERIFICATION CERTIFICATE

Bond No: **3249569**
Current Billing Term From: February 12, 2022 To February 12, 2023
Principal: **Neill Farms FP, LLC**
Bond Amount: **$1,009,092.89**
Bond Description: **Avalon Crossing EDC Project# 18-430 – Subdivision bond**
Obligee: **City of Fort Pierce, Florida**

Gentlemen:

THIS IS TO CERTIFY that the above referenced Bond, issued by, Great American Insurance Company dated, February 12, 2021, in the amount of Three Million Three Hundred Seven Thousand Three Hundred Fifty Nine and 55/100 ($3,307,359.55) and then subsequently decreased to One Million Nine Thousand Ninety two and 89/100 ($1,009,092.89) as of May 19, 2022 on behalf of Neill Farms FP, LLC (as Principal), and in favor of the City of Fort Pierce, Florida (as Obligee), remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated July 8, 2022

Great American Insurance Company, Surety

By: _____

Stephen Phillip Farmer, Attorney in Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21342

POWER OF ATTORNEY

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Name	Address	Limit of Power
Stephen Phillip Farmer	ALL OF	ALL
Tyler D. DeBord	DAYTONA BEACH, FLORIDA	$10,000,000
Pamela J. Thompson		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

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Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

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CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of July , 2022 .

Assistant Secretary

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Final Plat - Avalon Crossing (Phase II) - 2790 S Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: July 31st, 2022

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Senior Planner

SIGNATURE: **DATE:** August 3rd, 2022

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 08/15/2022

Re: Bev Smith South

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) approval to construct a 21,162 square foot building expansion to an existing Automobile Sales and Service Facility with associated site improvements at or near 3350 S US Highway 1, more specifically located at Parcel Control Number: 2427-801-0001-000-3.

SUMMARY:

- In accordance with Sections 125-37, 125-313, and 125-314 of the City Code, the applicant is requesting the review and approval for Site Plan (Development and Design Review) to construct a 21,162 square foot building expansion to the existing Automobile Sales and Service Facility, including adjacent site improvements consisting of drainage, sanitary and parking lot adjustments.
- The subject parcel has a total of approximately 6.13 acres. The site is surrounded by commercial businesses and industrial uses to the west and south, vacant property to the north and residential uses to the east. The addition will include an interior expansion to the existing main building, a proposed attached canopy for car services. The eastern side of the addition will be buffered from to the residential uses by an internal parking lot, driveways, and landscaping.

RECOMMENDATION:

The proposed Site Plan (Development and Design Review) applications adhere to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan and does not appear to adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends **APPROVAL** of the requested applications with the following conditions:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

2. Bicycle Parking (bike racks or lockers) shall be provided at a ratio of 1 space per every 10 parking spaces pursuant to City Code 125-315 (f)(1)(a).

3. Prior to the issuance of Building Permit approval, provide colored elevations to demonstrate that the proposed building conforms to the specifications of City Code

125-314, Design Review. Confirm that the architecture and color scheme of the new structure will match that of the existing structure.

4. Provide sidewalks and sidewalk connections along abutting ROW(s) per City Code Section 125-317 (b).

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

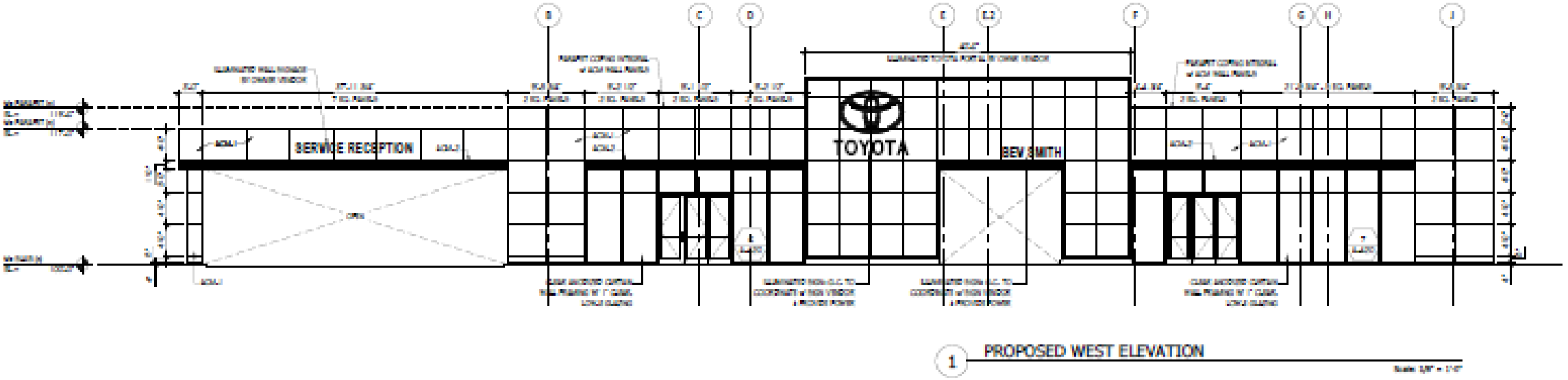
Attachments

Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/04/2022 03:36 PM

Form Started By: Vennis Gilmore
Started On: 08/02/2022 01:09 PM
Final Approval Date: 08/04/2022

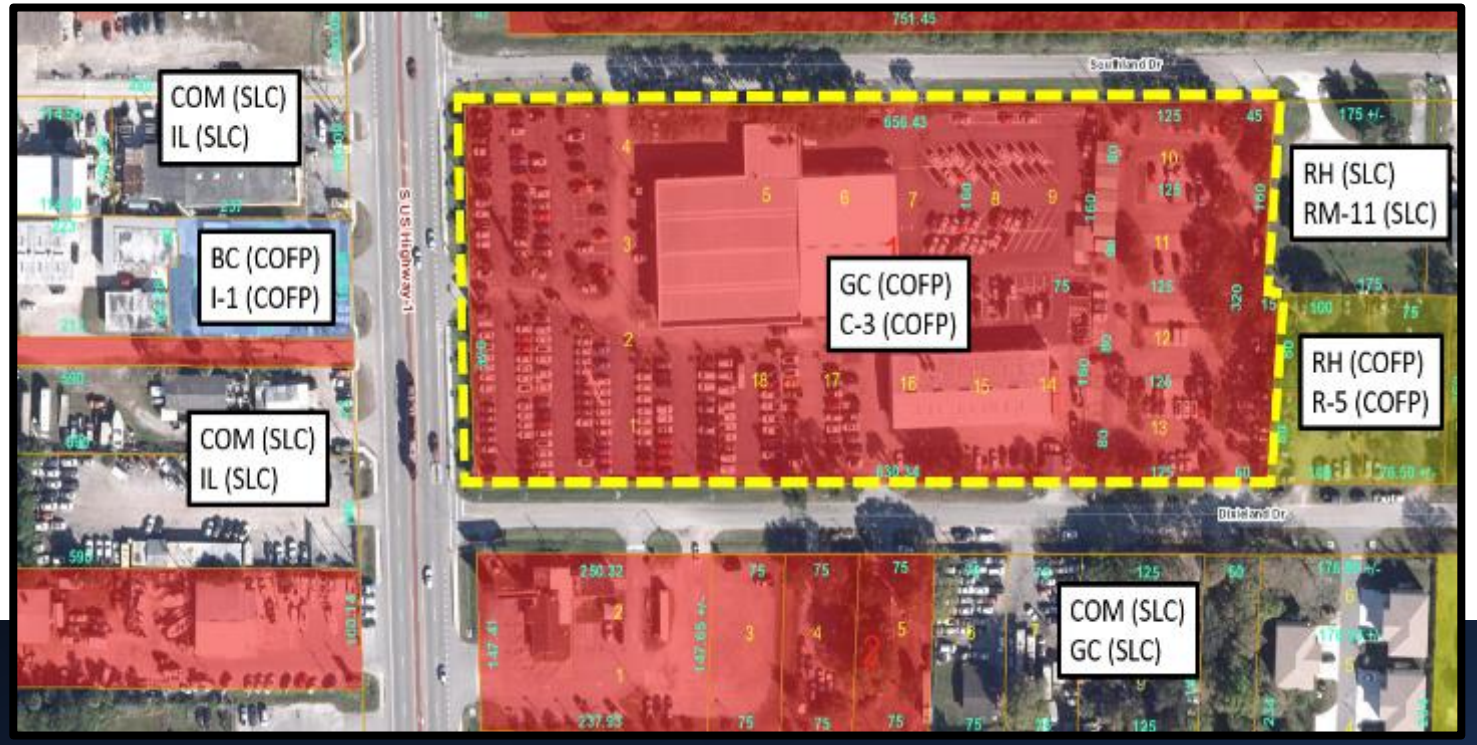


- **Bev Smith Toyota South Expansion**
- **Site Plan – (Development Review and Design Review)**
- **3350 S US Highway 1**

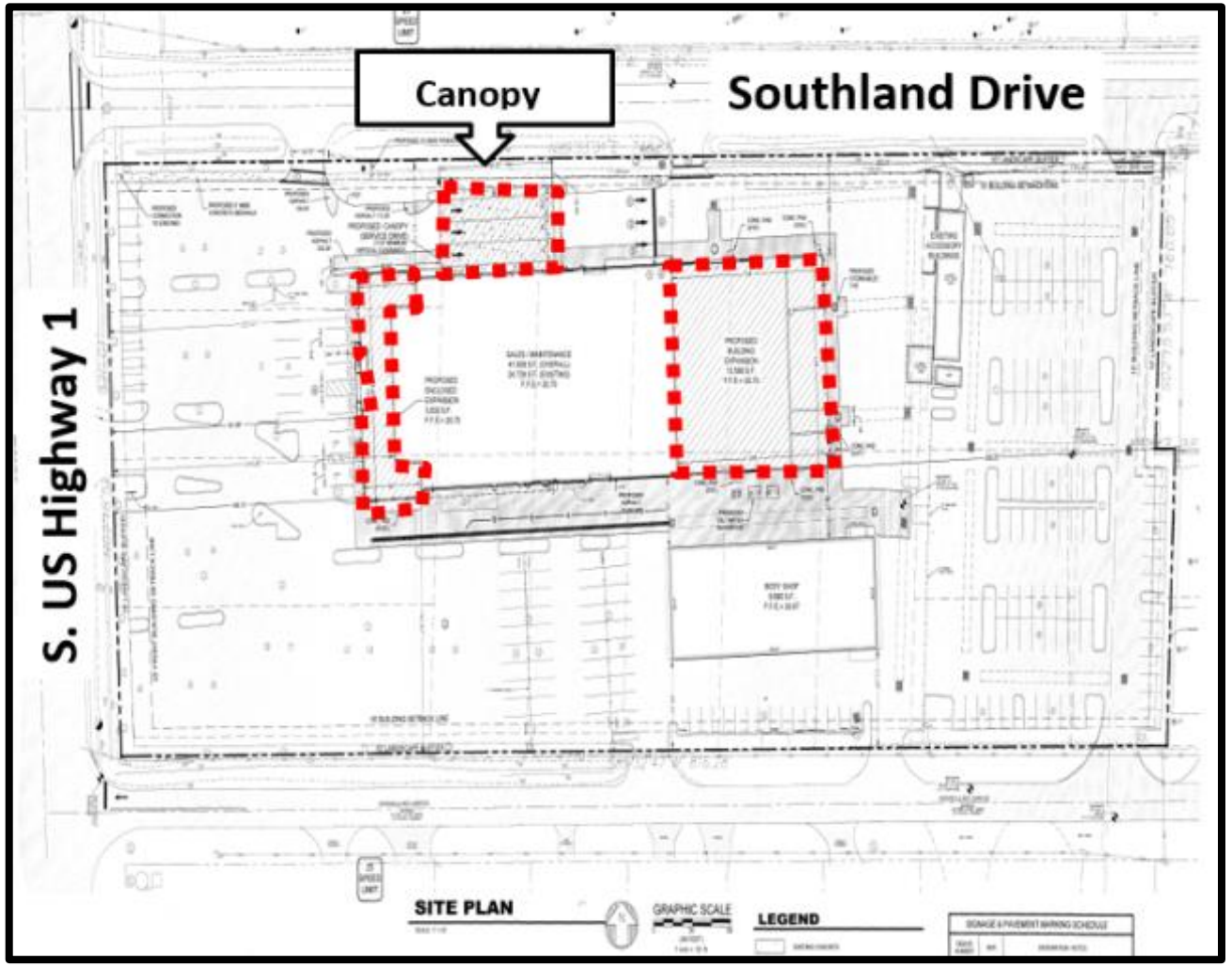
Location Map

Approx. 6.13 acres

FLU/Zoning Map

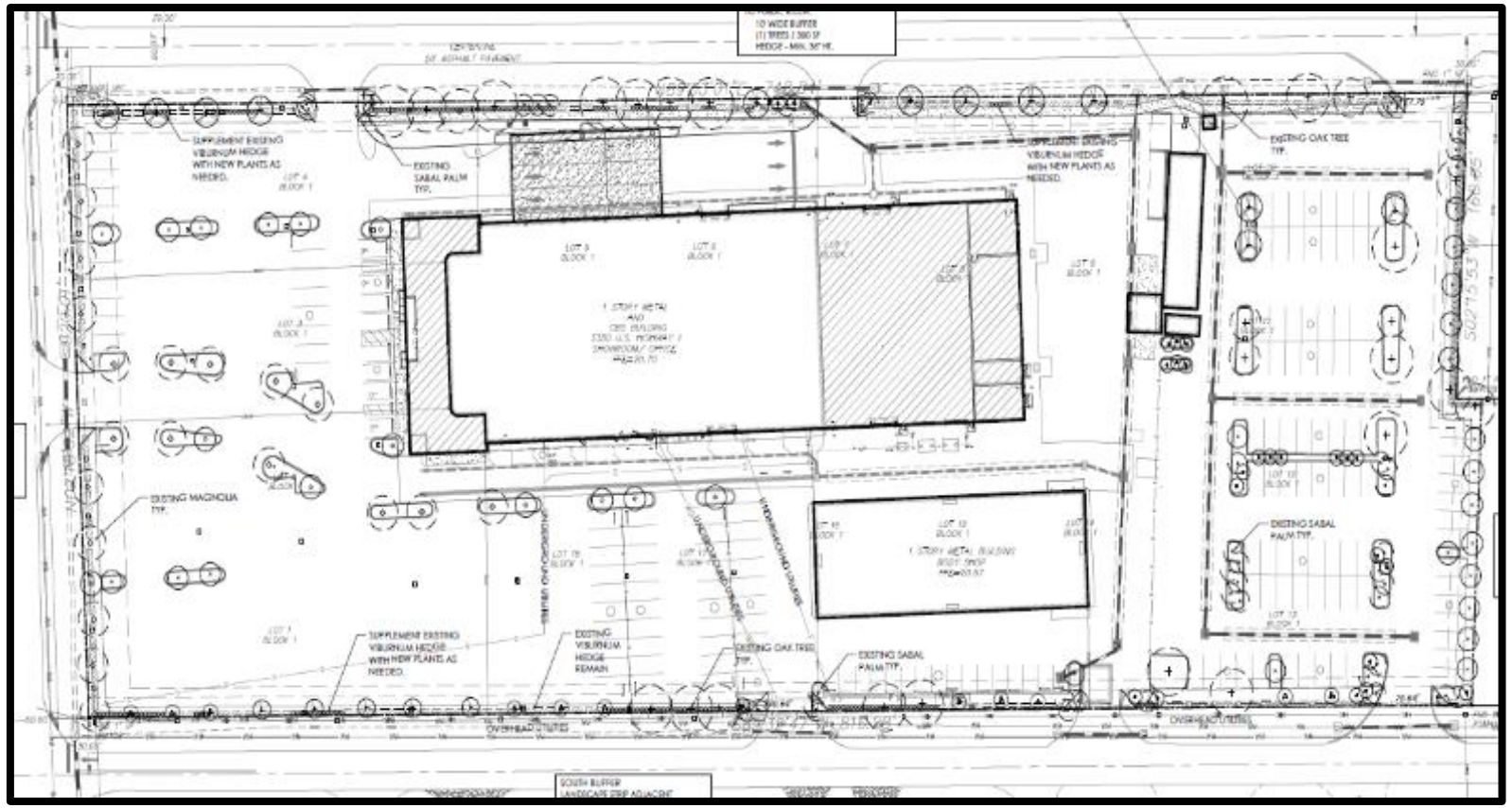


Site Plan



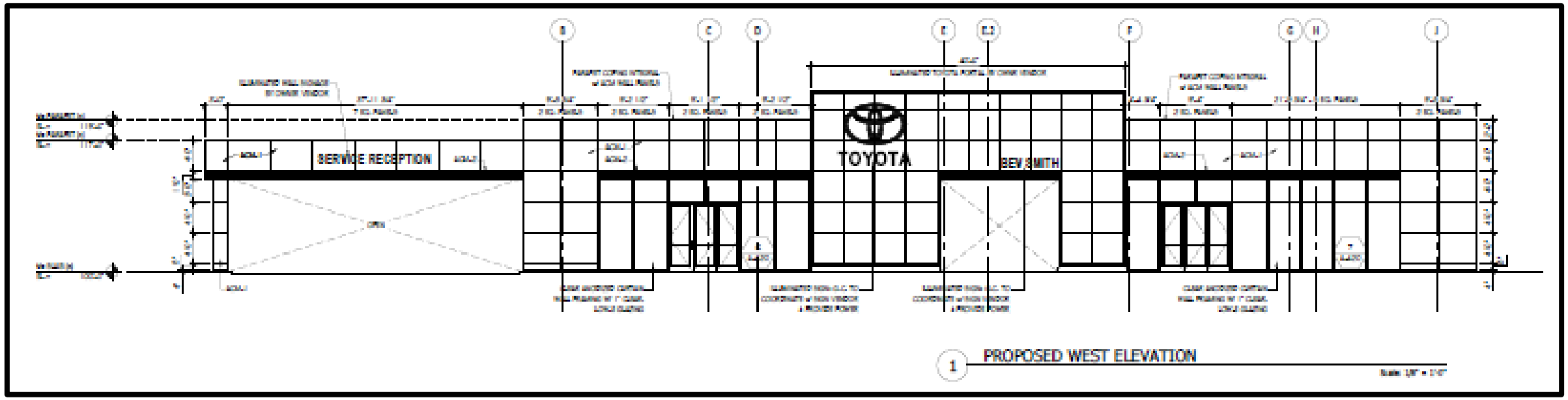
- 21,162 square foot expansion to existing Automobile Sales and Service Facility
- Site Improvements

Landscape Plan

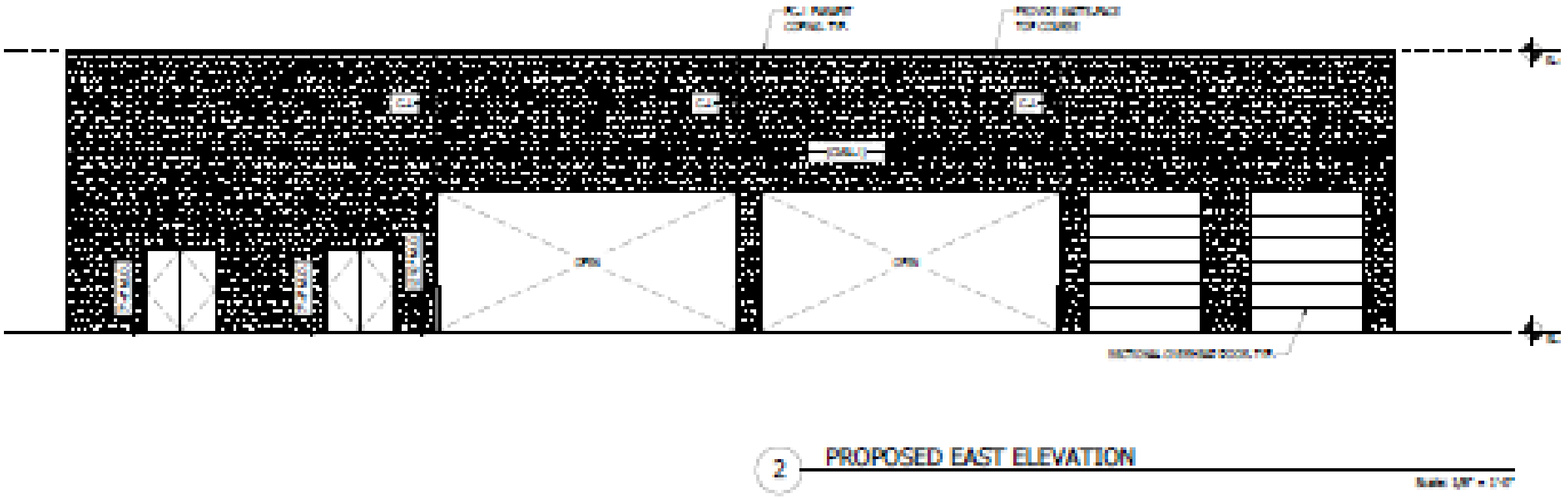


- Trees: 24 Green Buttonwood, 5 East Palatka Holly, 9 Little Gem Magnolia, 11 Crape Myrtles, and 12 Live Oaks
- Palms: 25 Sabal Palmetto
- Shrubs
- Ground Cover

West Elevation

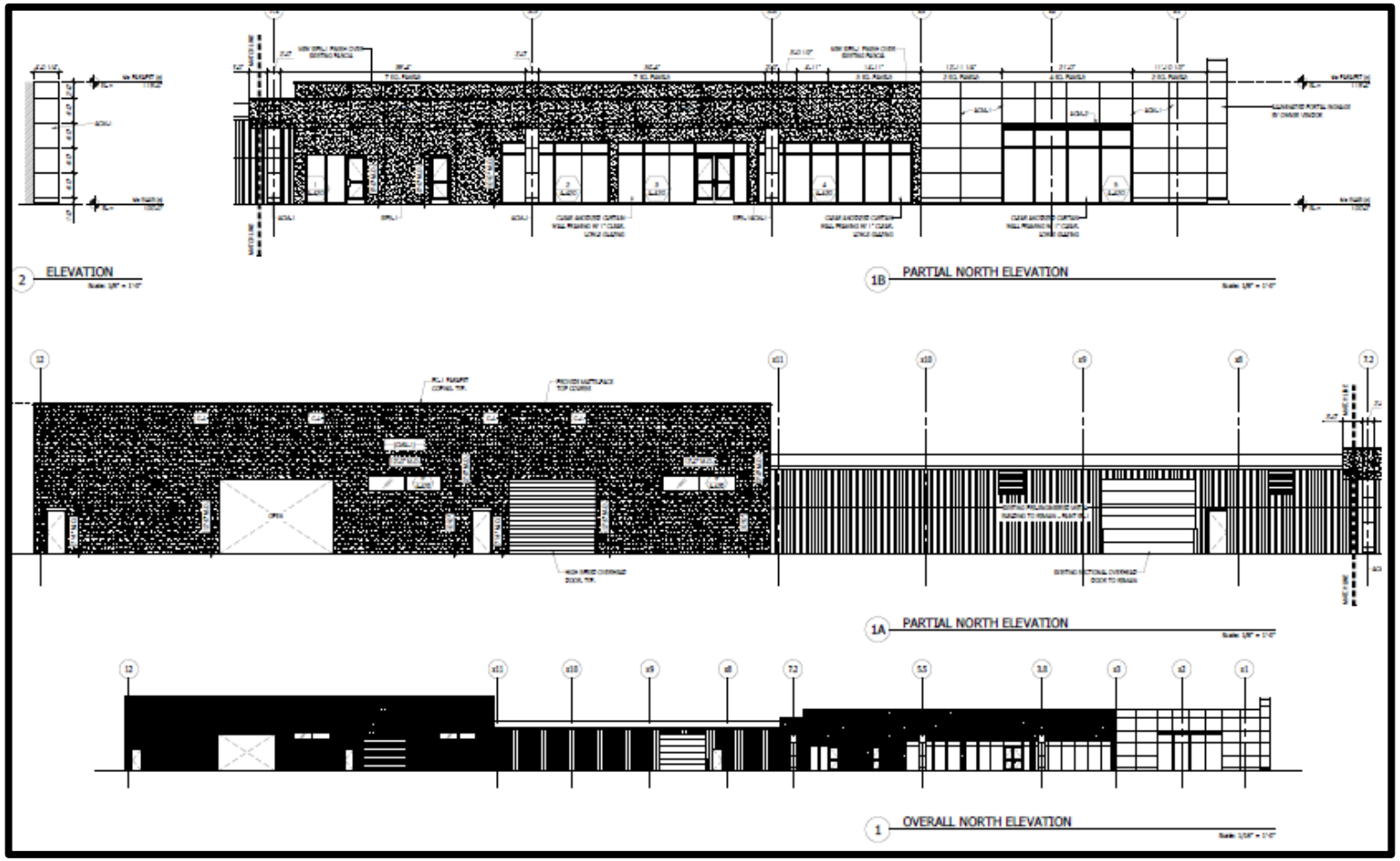


East Elevation

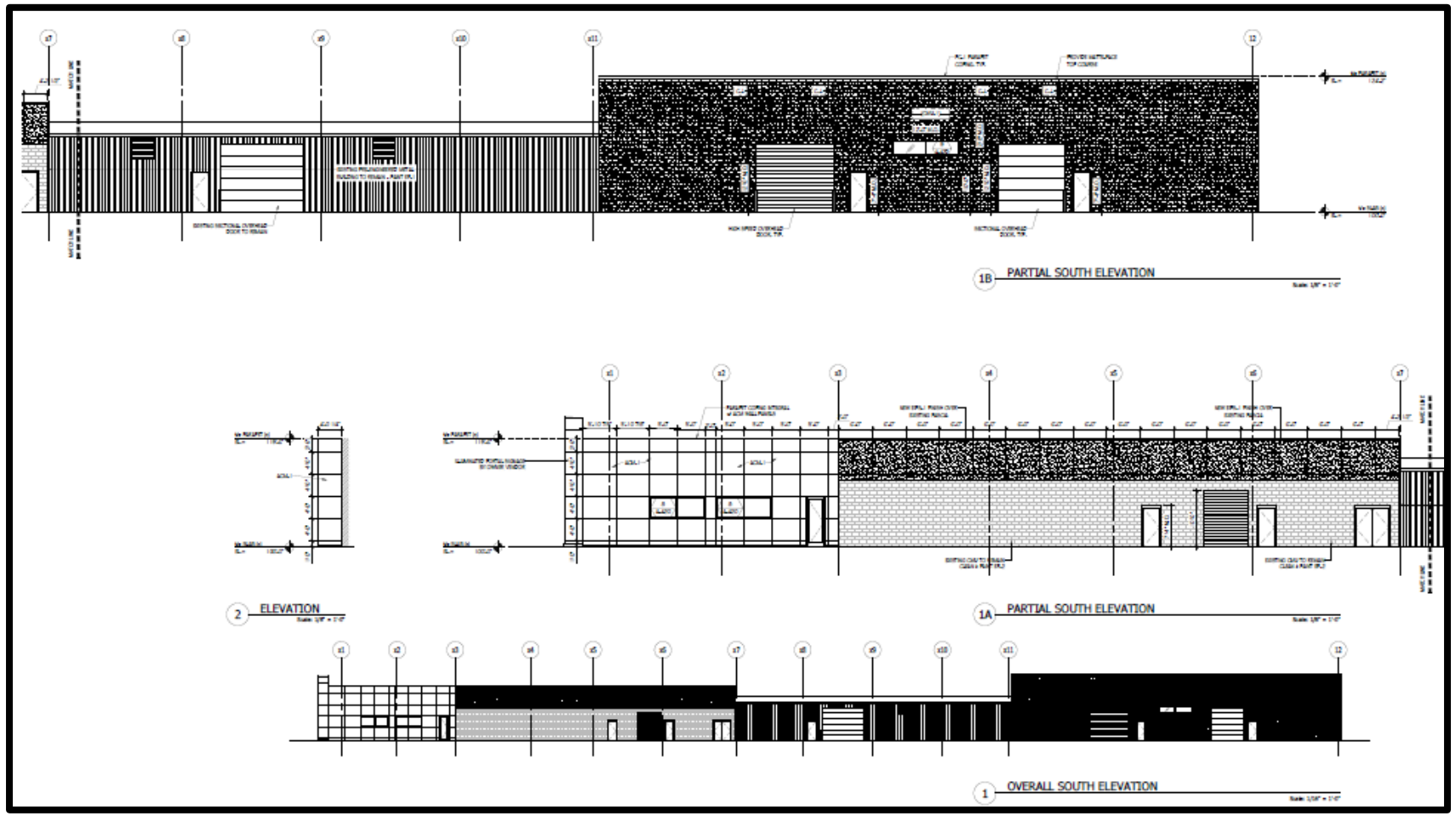


2 PROPOSED EAST ELEVATION

North Elevation



South Elevation



PB Recommendation

The Planning Board, at their July 13th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation

Staff recommends **APPROVAL** with (4) Conditions:

1. **A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.**

2. **Bicycle Parking (bike racks or lockers) shall be provided at a ratio of 1 space per every 10 parking spaces pursuant to City Code 125-315 (f)(1)(a).**

3. **Prior to the issuance of Building Permit approval, provide colored elevations to demonstrate that the proposed building conforms to the specifications of City Code 125-314, Design Review. Confirm that the architecture and color scheme of the new structure will match that of the existing structure.**

4. **Provide sidewalks and sidewalk connections along abutting ROW(s) per City Code Section 125-317 (b).**

CC Actions

- **Possible actions of the City Commission:**

- APPROVAL of the proposed Site Plan – (Development Review and Design Review), and no changes

- APPROVAL of the proposed Site Plan – (Development Review and Design Review) with changes

- DISAPPROVAL of the proposed Site Plan – (Development Review and Design Review)

Staff Recommendation

Staff recommends **APPROVAL** with (4) Conditions:

1. **A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.**

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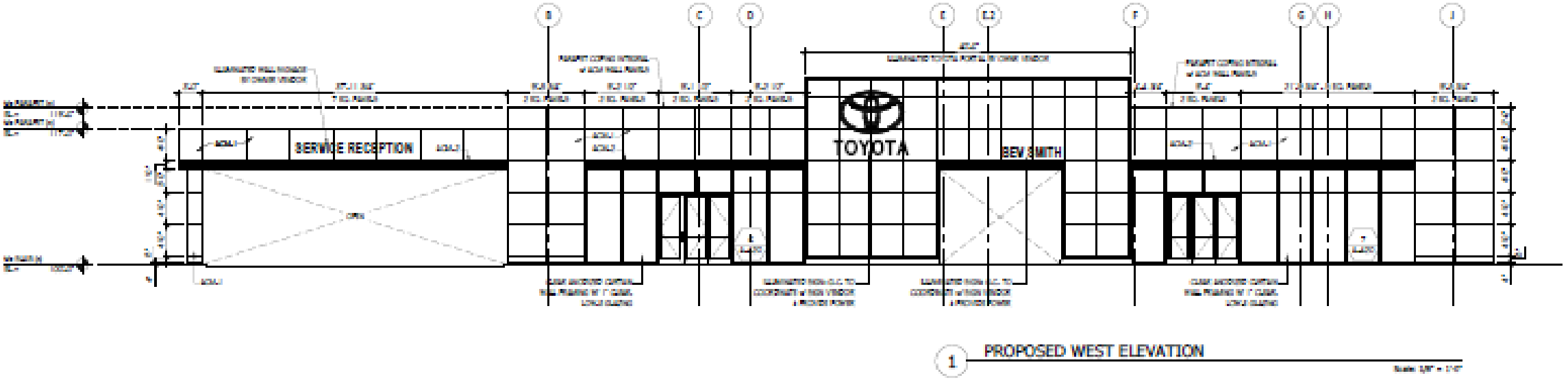
4. **Provide sidewalks and sidewalk connections along abutting ROW(s) per City Code Section 125-317 (b).**



- **Bev Smith Toyota South Expansion**
- **Site Plan – (Development Review and Design Review)**
- **3350 S US Highway 1**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

THROUGH: Kevin Freeman, Planning Director

FROM: Vennis Gilmore, Senior Planner

RE: **Site Plan (Development and Design Review) – Bev Smith South Expansion – 22-07000005**
3350 S US Highway 1

BOARD DATE: August 15, 2022

STAFF REPORT

Owner/Applicant: Frank Gonzalez
3350 S. US Highway 1
Fort Pierce, FL 34982

Applicant's Request: Approval of a Site Plan (Development and Design Review) to construct a 21,162 square foot building expansion to the existing Automobile Sales and Service Facility, including adjacent site improvements consisting of drainage, sanitary and parking lot adjustments.

Location(s): 3350 S US Highway 1

Parcel ID: 2427-801-0001-000-3

Future Land Use: General Commercial (GC)

Current Zoning: General Commercial Zone (C-3)

Surrounding FLU:

North	East	South	West
GC (FP)	RH (FP)/RH (SLC)	GC (FP)/COM,RH (SLC)	GC, BC(FP)/COM (SLC)

Surrounding Zoning:

North	East	South	West
C-3 (FP)	R-5 (FP)/RM-11 (SLC)	C-3 (FP)/CG, RM-11 (SLC)	C-3, I-1(FP)/IL (SLC)

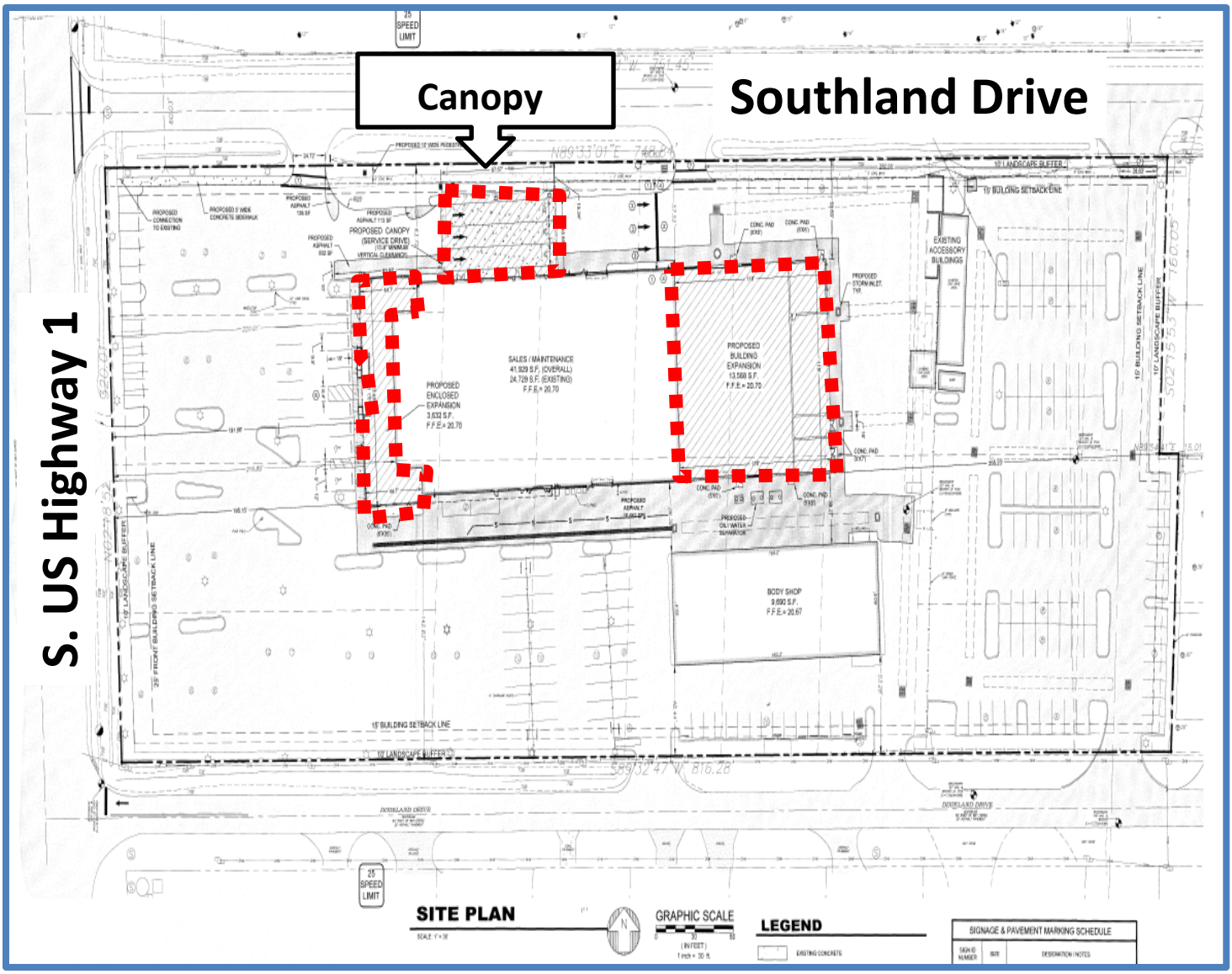
Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-37, 125-313, and 125-314 of the City Code, the applicant is requesting the review and approval for Site Plan (Development and Design Review) to construct a 21,162 square foot building expansion to the existing Automobile Sales and Service Facility, including adjacent site improvements consisting of drainage, sanitary and parking lot adjustments.

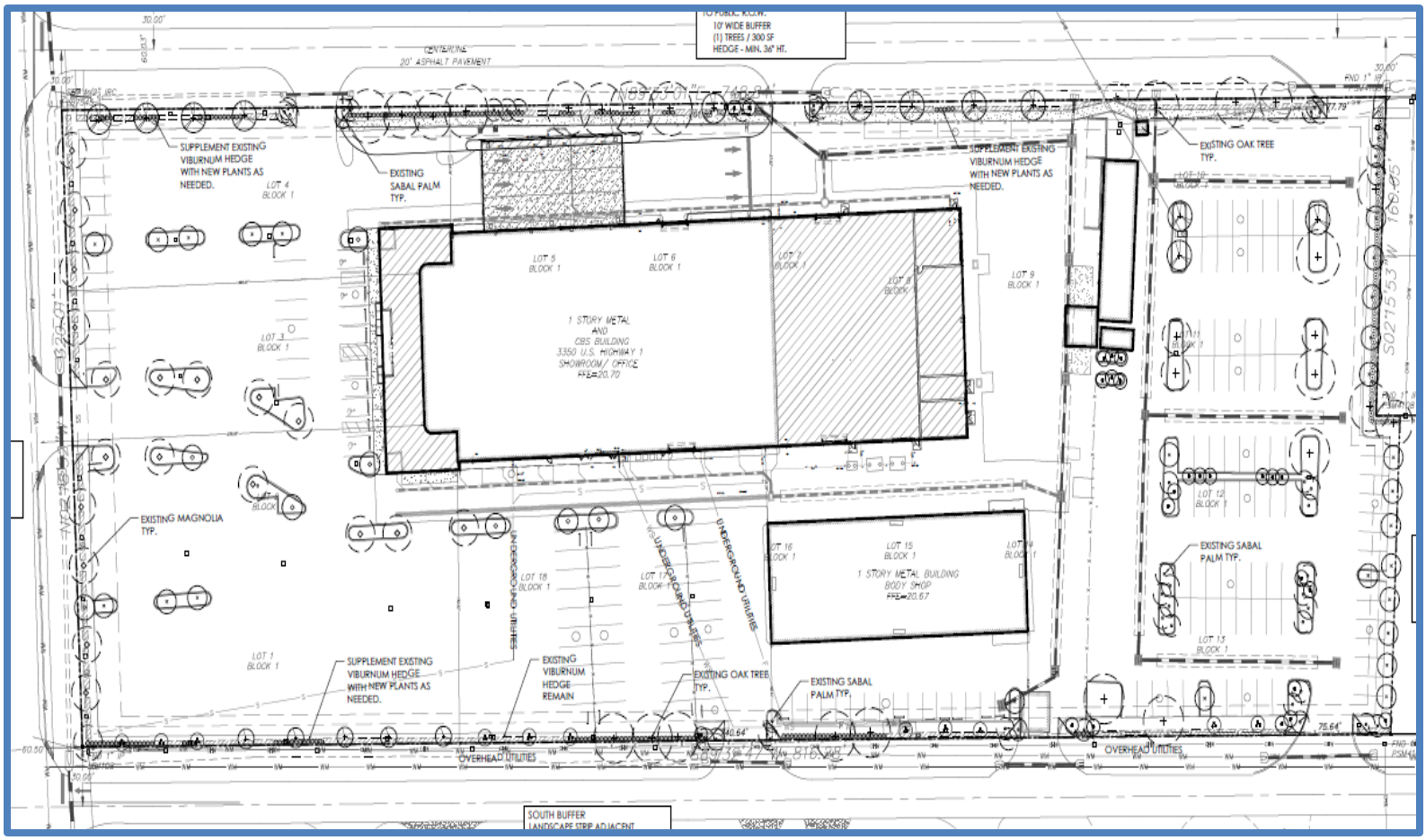
The subject parcel has a total of approximately 6.13 acres. The site is surrounded by commercial businesses and industrial uses to the west and south, vacant property to the north and residential uses to the east. The addition will include an interior expansion to the existing main building, a proposed attached canopy for car services. The eastern side of the addition will be buffered from to the residential uses by an internal parking lot, driveways, and landscaping.



Development Review (Landscaping)

The plant schedule the applicant is proposing consists of a total of (61) trees and (25) palms and (243) shrubs. The applicant is also proposing to remove, replace, and mitigate trees, plant shrubs, and install irrigation. The plans will involve the following:

- Trees to be planted are (24) Green Buttonwood, (5) East Palatka Holly, (9) Little Gem Magnolia, (11) Crape Myrtles, and (12) Live Oaks.
- Palms to be planted are (25) Sabal Palmetto.
- Shrubs proposed for the site include (59) Clusia and (184) Sweet Viburnum.
- Ground Covers proposed for the site include St. Augustine SOD.
- New Irrigation will be installed.

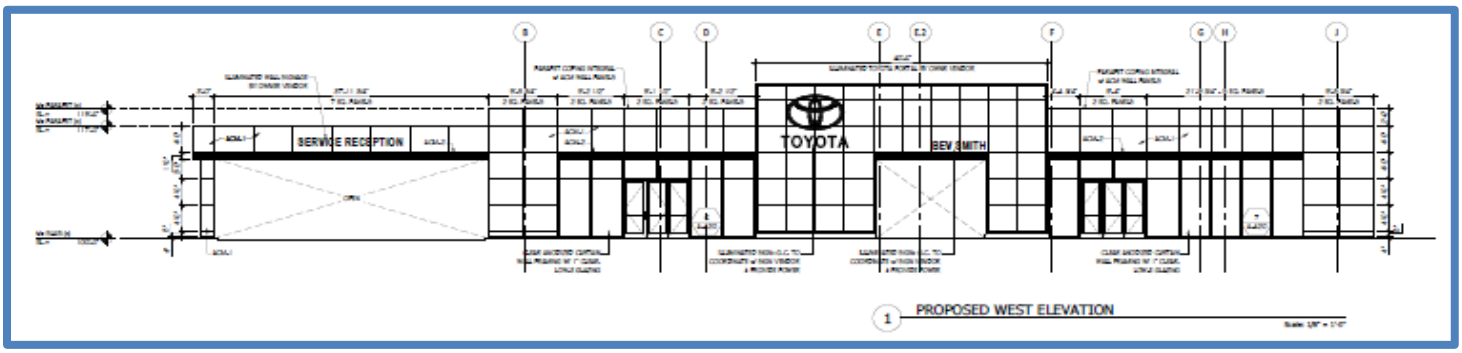


Proposed Landscape Plan

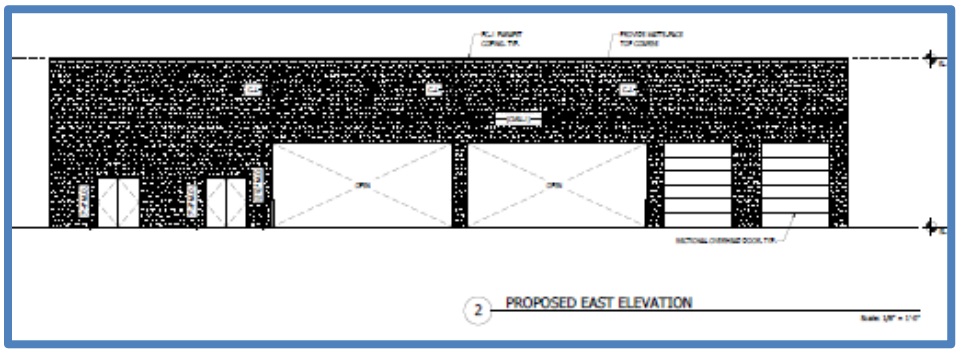
Design Review (Architecture)

The goals of the proposed project are to: expand the showroom and service components of the facility to meet customer demands, to modernize the exterior and interior finishes and aesthetics to be in line with current Toyota design standards, and to create a state-of-the-art facility focused on customer care and experience and a high-quality level of service. The exterior improvements will include removal of the existing EIFS wall finishes across the front of the building and replacement with silver and red ACM wall panels; any EIFS fascia components to remain will be cleaned and modernized (with outdated recesses and edge profiles removed and squared off). The showroom will be expanded to the existing fascia line, and so new exterior glazing systems will be installed, also enhancing the energy efficiency of the facility. A Toyota "entry portal" will be installed in front of the showroom, consistent with Toyota branding standards. The rear service department addition will be comprised of attractive, integrally colored and textured "split-face masonry block." The existing metal building service department will remain and will be painted, in keeping with the showroom EIFS/metal panel and service department addition masonry colors. Proposed colors for the facility are as follows:

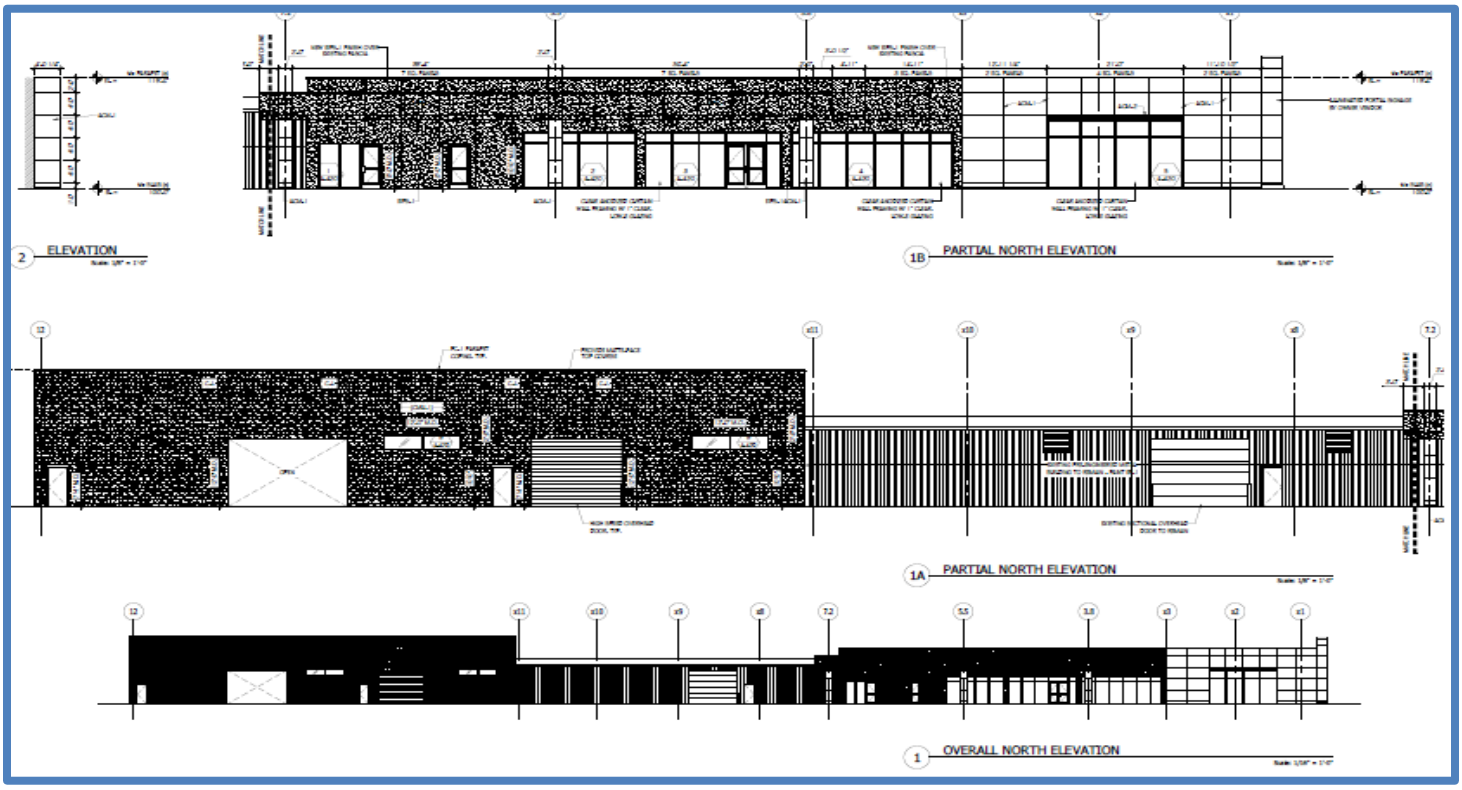
· Toyota Silver ACM wall panels across the showroom and service drive lanes canopy
· Toyota Red ACM panel accent band, used selectively to border the silver wall panels
· Light and medium gray tones for accent paints and split-face CMU masonry



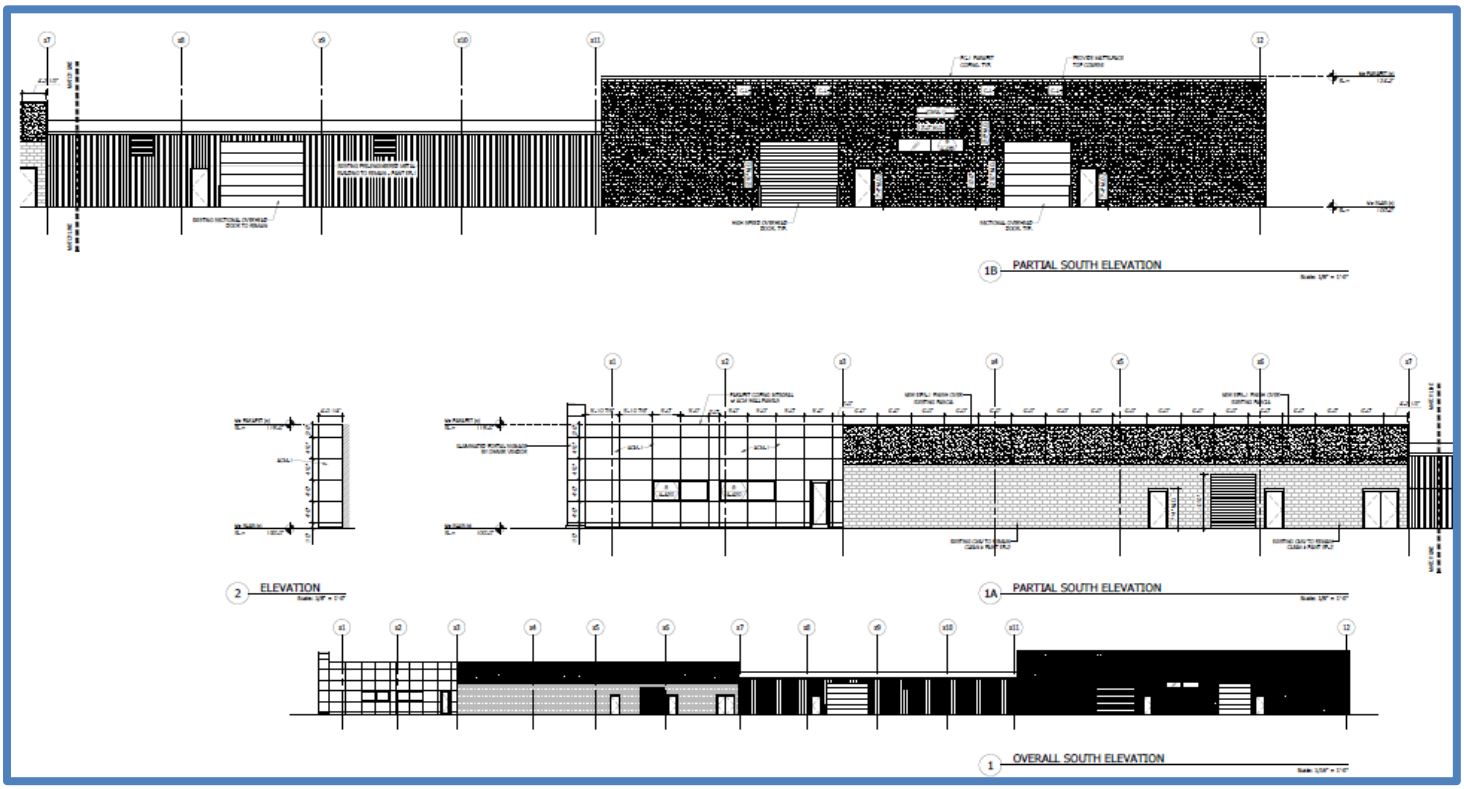
Proposed West Elevation



Proposed East Elevation



Proposed North Elevation



Proposed South Elevation

Technical Review Committee
All affected departments have reviewed the proposed Site Plan (Development Review and Design Review) with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation
The Planning Board, at their July 13th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation
The proposed Site Plan (Development and Design Review) applications adhere to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan and does not appear to adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends **APPROVAL** of the requested applications with the following conditions:

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4. Provide sidewalks and sidewalk connections along abutting ROW(s) per City Code Section 125-317 (b).

Southland Dr
S US Highway 1
Dixieland Dr
656.43
630.34
320
GC
BC
RH
751.45
250.32
147.41
147.65 +/-
147.45 +/-
147.44 +/-
176.50 +/-
176.80 +/-
175 +/-
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213
177
590
596
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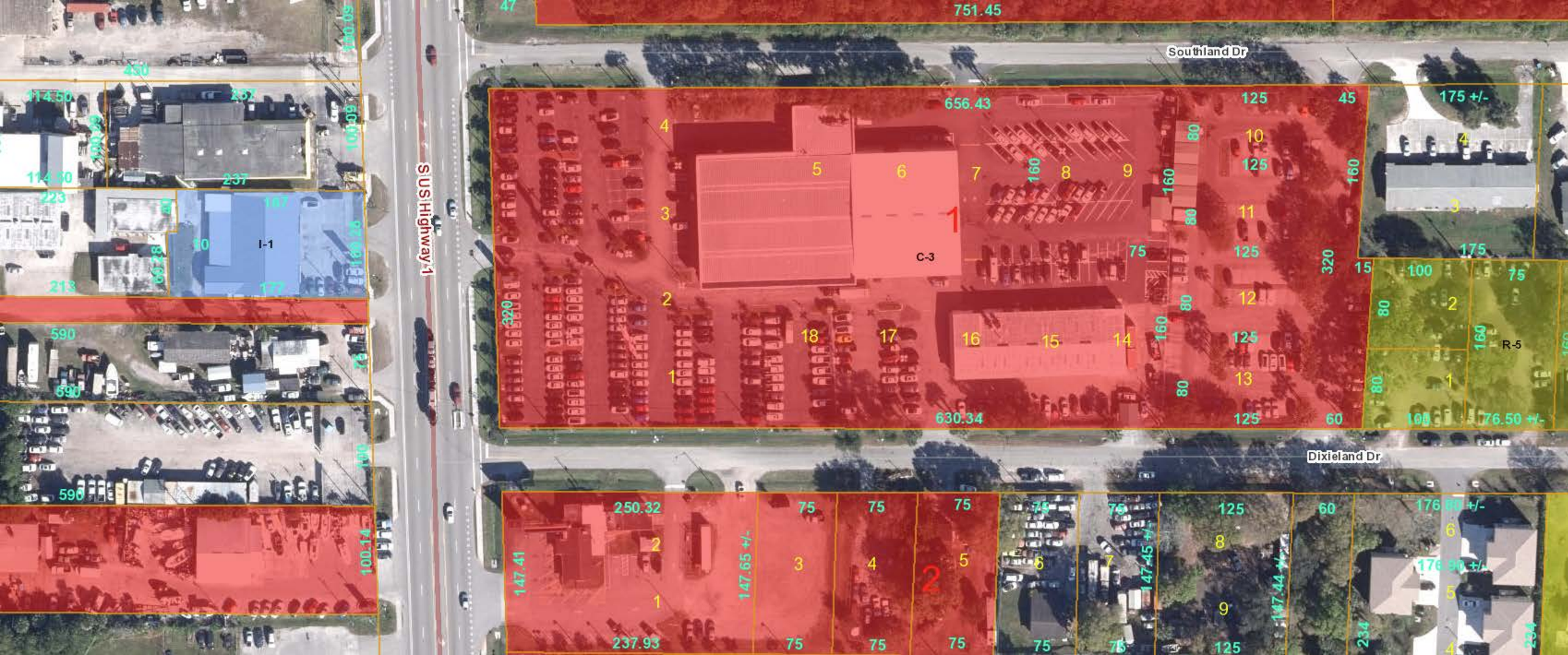
Southland Dr
S US Highway 1
Dixieland Dr
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I-1
R-5
656.43
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176.90 +/-
175 +/-
176.50 +/-
100.14
130.09
114.50
237
223
213
590
430

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Planning Department

FROM: Selena Griffett, P.E. – Project Engineer

THRU: John Andrews, P.E. – City Engineer

RE : Bev Smith Toyota South
Site Plan 22-07000005 (2nd Resubmittal)

DATE : May 23, 2022

This is to advise you that we have completed the review of the following documents as received by this office on May18, 2022:

☐ Development Permit Compliance Review ☒ Site Plan

☐ Construction Drawings ☐ Test Reports & Related Documents

☐ Executed Construction Contract ☐ Record Drawings

☐ Permits

Based on our reviews and appropriate site final inspection, we

☒ Recommend ☐ Do Not Recommend

☐ Variance Approval ☒ Site Plan Approval ☐ DPCR Approval ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for Engineering Comments

Advisory: Catch Basin #10 shows E Inv at 114.69 on plan and survey. And culvert approximately 420' east of property corner on Dixieland shows east invert at 14.2', survey shows invert at 17.17 (17.2).

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

May 2022

TECHNICAL REVIEW PROJECT # 22-07000005
Site Plan & Design Review Bev Smith Toyota South (2nd submittal)

Comments

FPUA W/WW Engineering: Concept approved.

Water and wastewater services currently serve the subject property. Change in usage may require additional capacity and fees may apply. For a change in service please submit Utility Plan (2 complete sets) along with a completed plan review and commercial service application to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page on the FPUA website for important steps to guide through the entire process including utility details and permit applications (see link). Details and Specifications can be found at W/WW Engineering Page. For any additional questions please contact Shane Ostrander sostrander@fpua.com.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 19, 2022

THIS PRE-APPLICATION LETTER IS VALID UNTIL – May 19, 2023
THIS LETTER IS NOT A PERMIT APPROVAL

Bill Pittsley
MBV Engineering
1835 20th Street
Vero Beach, FL 32960

Dear Bill Pittsley:
RE: Pre-application Review for **Category Safety Upgrade,** Pre-application Meeting Date: **May 12, 2022**
St. Lucie County - Fort Pierce; SR 5; Sec. # 94010000; MP: 10; Access Class - 5;
Posted Speed - 45; SIS - No; Ref. Project:

Request: Use existing full access driveway on the east side of SR 5 approximately 160 feet south of the north property line.

SITE SPECIFIC INFORMATION
Project Name & Address: **Bev Smith Toyota – 3350 US-1, Fort Pierce, FL 34982**
Property Owner: **NSS Acquisition Corp.**; Parcel Size: **6 Acres**
Development Size: **Dealership - 24,729 SF Existing, 17,200 SF Expansion, 7,329 SF Recon Center Building**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:
- **A minimum driveway length of 30 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **Any driveway on the side street shall be 50 feet from the FDOT right-of-way line.**

Comments:
- **St. Lucie County must be the permit applicant for work on FDOT right-of-way at the connection with Southland Drive.**
- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Nesa Y. Harden
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-05-19\2. 94010000 MP 10 SR 5_Bev Smith Toyota\94010 MP 10 SR 5_Bev Smith Toyota.docx

MBV
ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
www.mbveng.com CA #3728

May 11, 2022

Mr. Vennis Gilmore
City of Fort Pierce Planning
100 North US Hwy. 1
Fort Pierce, FL 34950

Subject: Bev Smith Toyota - (3350 US Hwy. 1)
Saint Lucie County, Florida
Engineer's Project Number: 20-0424

Dear Mr. Gilmore,

Enclosed you will find (3) revised sets of plans, (3) sets of updated surveys, and (3) copies of new and existing water estimates. This information has been provided in accordance to your comment letter dated April 25, 2022. The following are our responses:

FORT PIERCE PLANNING DEPARTMENT

1. Revise setback data. Sheet C4 and C5 includes various inconsistencies within the site data and the depicted setbacks on the site, see the following:
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     - Front setback as 191.66', Data Table states 192.00'. **Table updated.**
   - Sheet C5 states 195.15'
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2. Revise verbiage to be lot coverage rather than building coverage**. Table updated.**

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   - Please note, it appears that the covered car care area does not meet the necessary setback requirement. **The covered car care area has been proposed as removed on DEMO plan. Plan set updated accordingly.**

4. Provide sidewalk connections along abutting ROW(s). **Refer to updated site plan.**

5. Provide crosswalk from Bev Smith Toyota's south parcel to the proposed employee parking to the north. **This will be included in the NORTH parcel plans.**

6. Provide shared parking agreement between Bev Smith Toyota North and South. **This is the same company operator on property owned by the same entity.**

7. Clarify the employee parking.
   - It appears the development has employee parking for the north parcel as well as the south. Clarify the number of employee parking for each development. **See revised plan for NORTH project.**

C-3 Zoning District	REQUIRED BY CODE	PROPOSED	COMMENTS
SETBACKS			
Front Yard	The minimum depth of the front yard will be 25 feet. The minimum yard depth (if not the front yard) for portions of the property abutting a public right-of- way or residential district shall be 15 feet.	-	Provide consistency
Rear Yard Side Yard		-	Provide consistency
Lot Coverage	Buildings shall not cover more than 60 percent of the lot area.	18.97%	Revise verbiage to be lot coverage rather than building coverage.

FORT PIERCE ENGINEERING DEPARTMENT

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2. A permit from FWC (gopher tortoises) and SFWMD (wetland impacts) will be required. **Acknowledged. This comment appears to apply to the NORTH parcel, as there are no wetlands or tortoise on the South parcel. It is fully paved.**

3. Survey Sheets - check matchlines some references are incorrect. **See updated survey for clarified match lines.**

Plan Sheets:

Sheet C6:

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1. Section D-D 15' from fence line - what is the slope and is it drivable? **This comment appears to be from another project as there is no Section D-D on this set of plans.**

Sheet C12:

1. Details are 2012 FDOT, please update to current details. **FDOT no longer publishes these details since 2012, but are still applicable to today's standards.**

2. Where are " wattles" on the plan? **As the plan indicates, Wattles are a synthetic straw bale utilized in swales, often with roadway projects. These are a standard detail template that includes everything that may be utilized for erosion control as applicable to the project.**

3. Add the following to the Erosion and Sedimentation Control Notes: **Refer to revised plans.**

   (a) *The city engineering department shall make inspections as hereinafter required and notify the building official upon inspection approval or if the work fails to comply with the erosion and sediment control plan as approved to request a stop-work order. Plans for grading/ stripping/ excavating/ and filing work bearing the stamp of approval of the city engineer shall be maintained at the site during the duration of the work. To obtain inspections/ the permittee shall notify. The city engineering*

department at least two working days before the following:
(1) Start of construction;
(2) Installation of sediment and erosion measures;
(3) Completion of site clearing;
(4) Completion of rough grading;
(5) Completion of final grading;
(6) Close of the construction season;
(7) Completion of final landscaping.

(b) The permittee shall be responsible for the functionality of all control measures in accordance with the inspection schedule outlined on the approved erosion and sediment control plan. The purpose of such inspections will be to determine the overall effectiveness of the control plan and the possible need for additional control measures.

(c) The city engineer of his designee shall enter the property of the applicant as deemed necessary to make regular inspections to ensure the effectiveness of the control plan and the possible need for additional control measures.

FORT PIERCE CODE ENFORCEMENT DIVISION
Maybe forthcoming.

FORT PIERCE BUILDING DEPARTMENT

1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review. **Acknowledged.**

3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition. **Acknowledged.**

6. Must meet the following Accessibility requirements: **Acknowledged.**
   - Accessible route
   - Handicapped parking spaces
   - Means of egress

7. Change of Use required: **Acknowledged.**
   - To include a signed and sealed Life Safety Plan
   - To include a signed and sealed detailed comprehensive building plan

10. Building Permit required. **Acknowledged.**

11. Signed and sealed construction drawings required. **Acknowledged. Building Plans submitted separately from this review.**

12. Will need to meet the Fire Code. **Acknowledged.**

13. Sprinkler system is required. **Acknowledged.**

14. Smoke alarm system is required. **Acknowledged.**

Additional: Change of Use may be required. **Acknowledged. If there is a change of use, does it affect the site plan review?**

FORT PIERCE POLICE DEPARTMENT
The Fort Pierce Police Department has reviewed the above reference project and we do not have any comments or concerns. **Acknowledged.**

FORT PIERCE UTILITY AUTHORITY
W/WW Eng: Concept approved
Please provide the anticipated additional water consumption associated with the building addition and car wash. **See attached water service estimate for existing and proposed conditions, including the car wash.**

The sand oil separator must meet the requirements of standard detail S-14.
Acknowledged. Detail S-14 provided on plans. MEP Engineer is also aware of the requirements.

Electric & Gas Eng: Approved
Acknowledged.

ST. LUCIE COUNTY PUBLIC WORKS
1. The revised plan shows no changes to access or improvements within the Right-of-way. Please confirm. **That is correct. The revised NORTH plans will provide for a crosswalk between parcels.**

2. Please coordinate with the County regarding the 5-foot sidewalk requirements for Dixieland Drive. **Per discussion at City of Fort Pierce TRC meeting, Mr. Hays stated that a sidewalk will not be required along Dixieland Drive.**

3. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org or David Hays at 772-462-1491, haysd@stlucieco.org. **Acknowledged.**

ST. LUCIE COUNTY SCHOOL DISTRICT

The St. Lucie County School District has reviewed the above reference project and we do not have any comments or concerns. **Acknowledged.**

ST. LUCIE COUNTY FIRE DISTRICT

Site Plan Approved with conditions:

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com. **An application was submitted on March 3, 2022.**

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form. **Fee was included, with submittal.**

3. Please send the Fire District electronic plans for the site and buildings. **Plans shall be submitted to the Fire Department as requested.**

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems. **Acknowledged. Is this required under the Building Plans review or Site Plan review?**

5. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet". **Acknowledged. This shall be coordinated via the Fire Department plans review.**

6. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all- weather driving surface. **Acknowledged.**

7. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). **Acknowledged.**

8. Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc. **Acknowledged. Note has been added to canopy – car care area.**

9. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre- surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer. **If this is required for Building Approval, it shall be addressed via Building Plans review by Architect and Contractor.**

ST. LUCIE COUNTY PLANNING

- Provide sidewalk links along abutting ROW(s). **See updated plans.**

FLORIDA DEPARTMENT OF TRANSPORTATION

A Pre-Application meeting is necessary before the applicant can apply for a permit from the Department for access close to State Road A1A. The applicant should contact FDOT to request an access Pre-Application meeting to coordinate the proposed connection. **Acknowledged. A meeting has been requested.**

Should you have any questions regarding the above subject, please do not hesitate to reach out to our office at any time.

Sincerely,

William Pittsley
Project Manager

WP/ag

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www.mbveng.com CA #3728

Project Narrative – DEVELOPMENT REVIEW

This project proposes improvements to the existing building and associated site infrastructure.

The proposed building improvements include interior renovations, enclosure of the front covered patio, building expansion at the rear to expand vehicle service bays and add car washing and detailing bays. It also includes the demolition of existing covered service drive and construction of a new covered service area.

Proposed site improvements include modification to the underground stormwater system, to include new exfiltration trench to replace the removal of existing for the building expansion at the rear of building. A sand/ water separator is proposed to address the requirements of the car wash facility, designed in accordance with FPUA standards. Existing utilities shall service this facility. The site is already landscaped and is well maintained.

The facility hours shall remain as currently published on their website:

- Monday – Saturday 7:00am – 8:00pm
- Sunday 10:00am – 5:00pm

The dealership is proposing to place customer service trailers in the existing parking lot for the duration of the construction project, approximately 12-14 months. An exhibit is enclosed for reference.

No new access points are proposed.
No new utility connections are proposed.

PENNEY DESIGN GROUP

TO: City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950

RE: Bev Smith Toyota
3350 South US Highway 1
Fort Pierce, FL 34982

DATE: **MARCH 4, 2022**

To Whom it May Concern:

This letter represents our design intent for the proposed renovations and additions to the above referenced existing facility.

The project site is on the east side of US Highway 1, approximately 2 miles south of Virginia Avenue/Florida Route 70. Today, the existing Bev Smith Toyota facility occupies the site, featuring a showroom for new vehicle sales, service department for vehicle service, an un-enclosed canopy for service customer vehicle drop-off, and associated office, equipment, and support spaces. The design and aesthetics – both interior and exterior – of the existing facility are outdated, in line with Toyota's past design standards from the early 1990s.

The goals of the proposed project are to: expand the showroom and service components of the facility to meet customer demands, to modernize the exterior and interior finishes and aesthetics to be in line with current Toyota design standards, and to create a state-of-the-art facility focused on customer care and experience and a high-quality level of service.

The exterior improvements will include removal of the existing EIFS wall finishes across the front of the building and replacement with silver and red ACM wall panels; any EIFS fascia components to remain will be cleaned and modernized (with outdated recesses and edge profiles removed and squared off). The showroom will be expanded to the existing fascia line, and so new exterior glazing systems will be installed, also enhancing the energy efficiency of the facility. A Toyota "entry portal" will be installed in front of the showroom, consistent with Toyota branding standards.

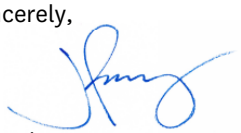
The rear service department addition will be comprised of attractive, integrally-colored and textured "split-face masonry block." The existing metal building service department will remain and will be painted, in keeping with the showroom EIFS/metal panel and service department addition masonry colors.

Proposed colors for the facility are as follows:

- Toyota Silver ACM wall panels across the showroom and service drive lanes canopy
- Toyota Red ACM panel accent band, used selectively to border the silver wall panels
- Light and medium gray tones for accent paints and split-face CMU masonry

Please do not hesitate to reach out with any comments or questions.

Sincerely,



Jonathan J. Penney, AIA
Penney Design Group, LLC
FL License No. AR97071

MBV
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www.mbveng.com CA #3728

May 11, 2022

Mr. Vennis Gilmore
City of Fort Pierce Planning
100 North US Hwy. 1
Fort Pierce, FL 34950

Subject: Bev Smith Toyota - (3350 US Hwy. 1)
Saint Lucie County, Florida
Engineer's Project Number: 20-0424

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W/WW Eng: Concept approved
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7. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). **Acknowledged.**

8. Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc. **Acknowledged. Note has been added to canopy – car care area.**

9. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre- surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer. **If this is required for Building Approval, it shall be addressed via Building Plans review by Architect and Contractor.**

ST. LUCIE COUNTY PLANNING

- Provide sidewalk links along abutting ROW(s). **See updated plans.**

FLORIDA DEPARTMENT OF TRANSPORTATION

A Pre-Application meeting is necessary before the applicant can apply for a permit from the Department for access close to State Road A1A. The applicant should contact FDOT to request an access Pre-Application meeting to coordinate the proposed connection. **Acknowledged. A meeting has been requested.**

Should you have any questions regarding the above subject, please do not hesitate to reach out to our office at any time.

Sincerely,

William Pittsley
Project Manager

WP/ag

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 3350 SOUTH US HIGHWAY 1 FORT PIERCE, FL, 34982

Parcel ID #(s) 2427-801-0001-000-3, 2427-801-0103-000-8

Project description PROPOSED BUILDING EXPANSION TO THE EXISTING FACILTY. INCLUDING ADJACENT SITE IMPROVEMENTS- DRAINAGE, SANITARY AND PARKIG LOT ADJUSTMENTS.

FRANK GONZALEZ	FRANK GONZALEZ
Property Owner(s)	**Applicant/Representative, Title, Company**
3350 SOUTH US HIGHWAY 1	3350 SOUTH US HIGHWAY 1
Street Address	Street Address
FORT PIERCE FL 34982	FORT PIERCE FL 34982
City State Zip	City State Zip
561-818-2847	561-818-2847
Phone Number	Phone Number
FGONZALEZ@BEVSMITHAUTOMOTIVE.COM	FGONZALEZ@BEVSMITHAUTOMOTIVE.COM
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 18 day of January, 2022, by Frank X. Gonzalez who is personally known to me or has produced _____ as identification.

Signature of Notary

JANICE FREY
MY COMMISSION # GG 338050
(seal) EXPIRES: April 3, 2022
Bonded Thru Notary Public Underwriters

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

☐ DEVELOPMENT REVIEW

General Information

- ☐ Incomplete application packets cannot be accepted.
- ☐ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
☐ Site Plan	☐ Conditional Use with New Const.	☐ Major Amendment
☐ Conceptual Development Plan		☐ Minor Amendment

Site Information:

Non-Residential: Proposed Sq. Ft.: 21,145 Residential: Proposed Units:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
VACANT	RESTAURANT	RESIDENTIAL	US1 CORRIDOR

Application Outlook

Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ☑ Complete notarized application
- ☑ Warranty Deed (2)
- ☑ SLC Property Record Card (2)
- ☑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use. (see deed)
- ☑ General location map (see Section 22-58.d.2) (on plans)
- ☑ Survey (see Section 22-58.d.3)
- ☑ Site Plan (see Section 22-58.d.4)
- ☑ Landscaping Plan (see Section 22-187)
- ☑ Storm Drainage Plan (see Section 22-58.d.6)
- ☑ Environmental Impact Report
- N/A ☐ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- N/A ☐ Lighting Plan (see Section 22-58.d.8)
- ☑ Design Review submittals (see Design Review application)
- N/A ☐ Traffic Impact Report
- ☐ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 3350 SOUTH US HIGHWAY 1 FORT PIERCE, FL, 34982

Parcel ID #(s) 2427-801-0001-000-3, 2427-801-0103-000-8

Project description PROPOSED BUILDING EXPANSION TO THE EXISTING FACILTY. INCLUDING ADJACENT SITE IMPROVEMENTS- DRAINAGE, SANITARY AND PARKIG LOT ADJUSTMENTS.

FRANK GONZALEZ	FRANK GONZALEZ
Property Owner(s)	**Applicant/Representative, Title, Company**
3350 SOUTH US HIGHWAY 1	3350 SOUTH US HIGHWAY 1
Street Address	Street Address
FORT PIERCE FL 34982	FORT PIERCE FL 34982
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TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

☐ DEVELOPMENT REVIEW

General Information

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Choose Application Type:

Application Type		
☐ Site Plan	☐ Conditional Use with New Const.	☐ Major Amendment
☐ Conceptual Development Plan		☐ Minor Amendment

Site Information:

Non-Residential: Proposed Sq. Ft.: 21,162 Residential: Proposed Units:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
VACANT	RESTAURANT	RESIDENTIAL	US1 CORRIDOR

Application Outlook

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- N/A ☐ Lighting Plan (see Section 22-58.d.8)
- ☑ Design Review submittals (see Design Review application)
- N/A ☐ Traffic Impact Report
- ☐ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 3350 SOUTH US HIGHWAY 1 FORT PIERCE, FL 34982

Parcel ID #(s) 2427-801-0001-000-3, 2427-801-0103-000-8

Project Description PROPOSED BUILDING EXPANSION TO THE EXISTING FACILTY. INCLUDES ADJACENT SITE IMPROVEMENTS- DRAINAGE, SANITARY SEWER AND PARKING LOT ADJUSTMENTS.

Property Owner(s)	Applicant/Representative, Title, Company
FRANK GONZALEZ	FRANK GONZALEZ
3350 SOUTH US HIGHWAY 1	3350 SOUTH US HIGHWAY 1
Street Address	Street Address
FORT PIERCE FL 34982	FORT PIERCE FL 34982
City State Zip	City State Zip
561-818-2847	5618182847
Phone Number	Phone Number
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Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 18 day of January, 20 22 by Frank X. Gonzalez who is personally known to me or has produced _____ as identification.

Signature of Notary

JANICE FREY
MY COMMISSION # GG 338050
EXPIRES: April 3, 2022
Bonded Thru Notary Public Underwriters
SEAL

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____

Intake Planner _____

Planner Assigned _____

Approved _____ Date _____

Comments _____

Intake Date Stamp

Design Review Application Checklist
(City Code of Ordinances 22-59)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 22-194, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 22-58(e) is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 22-58
c. A final site lighting plan that meets the requirements of subsection 22-58(d)(8).
d. A final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	VACANT	GC	C-3
South	RESTAURANT	GC	C-3
East	RESIDENTIAL - MULTI-FAMILY	RH	C-3
West	US-HWY 1	N/A	N/A

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	GC	C-3	24,712	6.03	X
****Proposed**	GC	C-3	41,929	6.03	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot 5,241
Demand Analysis	Maximum 10,000
Current Zoning/FLU	Total gallons per day 3,089
**Proposed Zoning/FLU	Total gallons per day 5,241
**Change in Demand	Total gallons per day 2,152

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot 5,241
Demand Analysis	Maximum 10,000
Current Zoning/FLU	Total gallons per day 1500
**Proposed Zoning/FLU	Total gallons per day 2500
**Change in Demand	Total gallons per day 1000

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	Under the proposed conditions of this application, the impervious area is reduced.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	86	64.7
****Proposed Zoning/FLU**	124	110
***Change in Demand**	Trips 38	Trips 45
Impact to Capacity	INCREASED DAILY TRIPS	

IV. Project Description

PHASING					
Is this project (phase) part of a larger project? ☐ Yes ☑ No					
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.					
Total Project: Residential Units:		Single Family:		Multifamily:	
	Non-residential (square footage):				
	Mixed-use (describe use):				
(If this is a single phase project, name it Phase I – Total)					

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
AUTOMOTIVE SALES/ SERVICE EXPANSION	1	17,217	0.40	JUNE 2022	JUNE 2023

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☑ Yes ☐ No
If yes, what is the size of the structure(s) to be demolished or re-used? 24,712

2. What is the current use of the structure to be demolished or re-used? AUTOMOTIVE

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☑ Yes ☐ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: 86 AADT CREDITS

** Complete section if requesting a change in zoning, future land use, or expanding

Michelle Franklin

Certified Florida Appraiser

✖ Close Property Card

Basic Info | Buildings | Features/Yard Items | Values | Sales | Permits | Tax Estimate/Tools | Property Card

Property Identification

Site Address: 3350 S US HIGHWAY 1
Sec/Town/Range: 27/35S/40E
Parcel ID: 2427-801-0001-000-3
Jurisdiction: Fort Pierce

Use Type: 2700
Account #: 32084
Map ID: 24/27S
Zoning: General Co

Ownership

NSS Acquisition Corp
3350 S US Highway 1
Fort Pierce, FL 34982

Legal Description

DIXIELAND S/D-AN UNRECORDED PLAT- SECTION 27-35-40 BLK 1 LOTS 1, 2, 3 AND 4 AND E 47 FT OF ABANDONED R/W ADJ TO SD LOTS ON W AND ALL LOTS 5, 6, 7, 8, 9, 10,11,12, 13,14, 15, 16, 17 AND 18 AND 60 FT VAC ST ADJ ON E-LESS E 15 FT OF N 160 FT OF VAC ST (6.13 AC-266,858 SF) (OR 788-2488: 946-1475: 950-1061: 973-1820:1317-1251: 1365-2529: 1388-114, 120, 122:3580-793: 3587-2215)

Current Values

Just/Market Value:	$4,316,600
Assessed Value:	$4,316,600
Exemptions:	$0
Taxable Value:	$4,316,600

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):	31,671
Gross Sketched Area (SF):	43,131
Land Size (acres):	6.13
Land Size (SF):	266,858

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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FILE # 3841820 OR BOOK 3525 PAGE 1149, Recorded 06/05/2013 at 03:26
Doc Tax: $842.80

Prepared by and return to:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 02164372
Parcel Identification No.: 2427-801-0104-000-5

_____ (space above this line for recording data) _____

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS WARRANTY DEED, made this 30th day of May, 2013, by **Daniel J. Lundstrom and Kathryn M. Lundstrom a/k/a Kathrun M. Lundstrom, husband and wife**, whose post office address is 3271 SE Fairway West, Stuart, Florida 34997 ("Grantor"), to **N.S.S. Acquisition Corp., a Florida corporation d/b/a Bev Smith Toyota**, whose post office address is 3350 South US1, Fort Pierce, Florida 34982 ("Grantee"*):

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to taxes for 2013, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness printed name: Pam Heiges

Witness printed name: Rene Josco

Daniel J. Lundstrom

Kathryn M. Lundstrom

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 30th day of May, 2013, by Daniel J. Lundstrom and Kathryn M. Lundstrom a/k/a Kathrun M. Lundstrom, husband and wife, who { } is/are personally known or {X} has/have produced a driver's license as identification.

{Notary Seal}

PAM HEIGES
MY COMMISSION # EE 205389
EXPIRES: July 16, 2016
Bonded Thru Notary Public Underwriters

Notary Public

Pam Heiges

Printed Name: _____

My Commission Expires: _____

Exhibit "A"

All of Lot 2, Block 8 of the unrecorded plat of Dixieland Subdivision, as recorded in Deed Book 152, Page 403 of the Public Records of St. Lucie County, Florida, less the West 100 feet thereof.
AND
The East 75 feet of the following property; from the South 1/4 corner of Section 27, Township 35 South, Range 40 East, run East along the South Line of section aforesaid a distance of 125.12 feet; thence North 2°5' 30" West, parallel with the East right of way line of U.S. Highway No. 1, a distance of 1428.93 feet, thence East along the North line of an existing street, a distance of 768.24 feet to the Point of Beginning, from the Point of Beginning, continue East along the North line of existing street a distance of 176.5 feet, thence North 80 feet, thence West a distance of 176.4 feet; thence South 80 feet to the Point of Beginning. This Parcel 2 being otherwise described as: The East 75 feet of Lot 1, Block 8, of an unrecorded plat of Dixieland Subdivision according to the plat attached to that certain deed recorded in Deed Book 152, Page 403, of the Public Records of St. Lucie County, Florida.
Excepting therefrom all easements for public roads and telephone and telegraph lines and electric transmissions and distribution lines.

AND

Lots 1 and 2, Block 8, of an unrecorded Plat of Dixieland Subdivision, as recorded in Deed Book 152, Page 403, Public Records of St. Lucie County, Florida.

Less and excepting therefrom the property described as follows :

All of Lot 2, Block 8 of the unrecorded plat of Dixieland Subdivision, as recorded in Deed Book 152, Page 403 of the Public Records of St. Lucie County, Florida, less the West 100 feet thereof.
AND
The East 75 feet of the following property; From the South 1/4 corner of Section 27, Township 35 South, Range 40 East, run East along the South Line of section aforesaid a distance of 125.12 feet; thence North 2°5' 30" West, parallel with the East right of way line of U.S. Highway No. 1, a distance of 1428.93 feet, thence East along the North line of an existing street, a distance of 768.24 feet to the Point of Beginning, from the Point of Beginning, continue East along the North line of existing street a distance of 176.5 feet, thence North 80 feet, thence West a distance of 176.4 feet; thence South 80 feet to the Point of Beginning. This parcel 2 being otherwise described as: The East 75 feet of Lot 1, Block 8, of an unrecorded plat of Dixieland Subdivision according to the plat attached to that certain deed recorded in Deed Book 152, Page 403, of the Public Records of St. Lucie County, Florida. Excepting therefrom all easements for public roads and telephone and Telegraph lines and electric transmissions and distribution lines.

Return to: (enclose self-addressed stamped envelope)

Name: PHILLIPS & GALE, P.A.
The Historic Boston House
Address: 239 South Indian River Drive
Fort Pierce, Florida 34950
Courthouse Box #59

This Instrument Prepared by:
PHILLIPS & GALE, P.A.
Address: The Historic Boston House
239 South Indian River Drive
Fort Pierce, Florida 34950

Property Appraisers Parcel Identification (Folio) Number(s):
2427-801-0001-000/3

Grantee(s) S.S. #(s): 65-0309521

Gainesville Paper & Printing Co., Inc. 1987

WARRANTY DEED
FROM CORPORATION

Rec Fee $ 10.50
Doc Assump $ _____
Doc Tax $ 9000.00
Int Tax $ _____
Total 9010.50

DOUGLAS DIXON
St. Lucie County
Clerk Circuit Court
By _____
Deputy Clerk

RAMCO FORM 33

1179147

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed *Made and executed the* 30th *day of* April *A.D. 19* 92 *by*
FORT PIERCE TOYOTA, INC.
a corporation existing under the laws of Florida *, and having its principal place of business at* 3350 South U.S. #1, Fort Pierce, Florida 34982

hereinafter called the grantor, to N.S.S. ACQUISITION CORPORATION, a Florida corporation *, whose post office address is* 1210 Northlake Boulevard, Lake Park, Florida 33403

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: *That the said grantor, for and in consideration of the sum of $* 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in* St. Lucie *County, State of* Florida *, viz:*

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Together, *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.*

(CORPORATE SEAL)

In Witness Whereof *the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: _____ Secretary
IRVIN L. GRANT

FORT PIERCE TOYOTA, INC.

Signed, sealed and delivered in the presence of:

_____ Witness Signature (as to President)
KENDALL J. PHILLIPS Printed Name

_____ Witness Signature (as to President)
KENNETH S. BEALL, JR Printed Name

_____ President (Signature)
GERALD F. BEAN Printed Name

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GERALD F. BEAN and IRVIN L. GRANT

well known to me known to be the President and Secretary, respectively of Fort Pierce Toyota, Inc., a corporation, 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 last aforesaid this 30th day of April, A.D. 1992.

KENNETH S. BEALL, JR.
MY COMMISSION EXPIRES
April 29, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS
SEAL

_____ NOTARY SIGNATURE
KENNETH S. BEALL, JR. PRINTED NOTARY SIGNATURE
My Commission Expires:

Personally Known X OR Produced Identification ____
Type of Identification _____

OR BK 0788 PAGE 2488

Return: Gunster, Yoakley, et al (Jack)

Fort Pierce Toyota, Inc. to
N.S.S. Acquisition Corporation
Warranty Deed

LEGAL DESCRIPTION

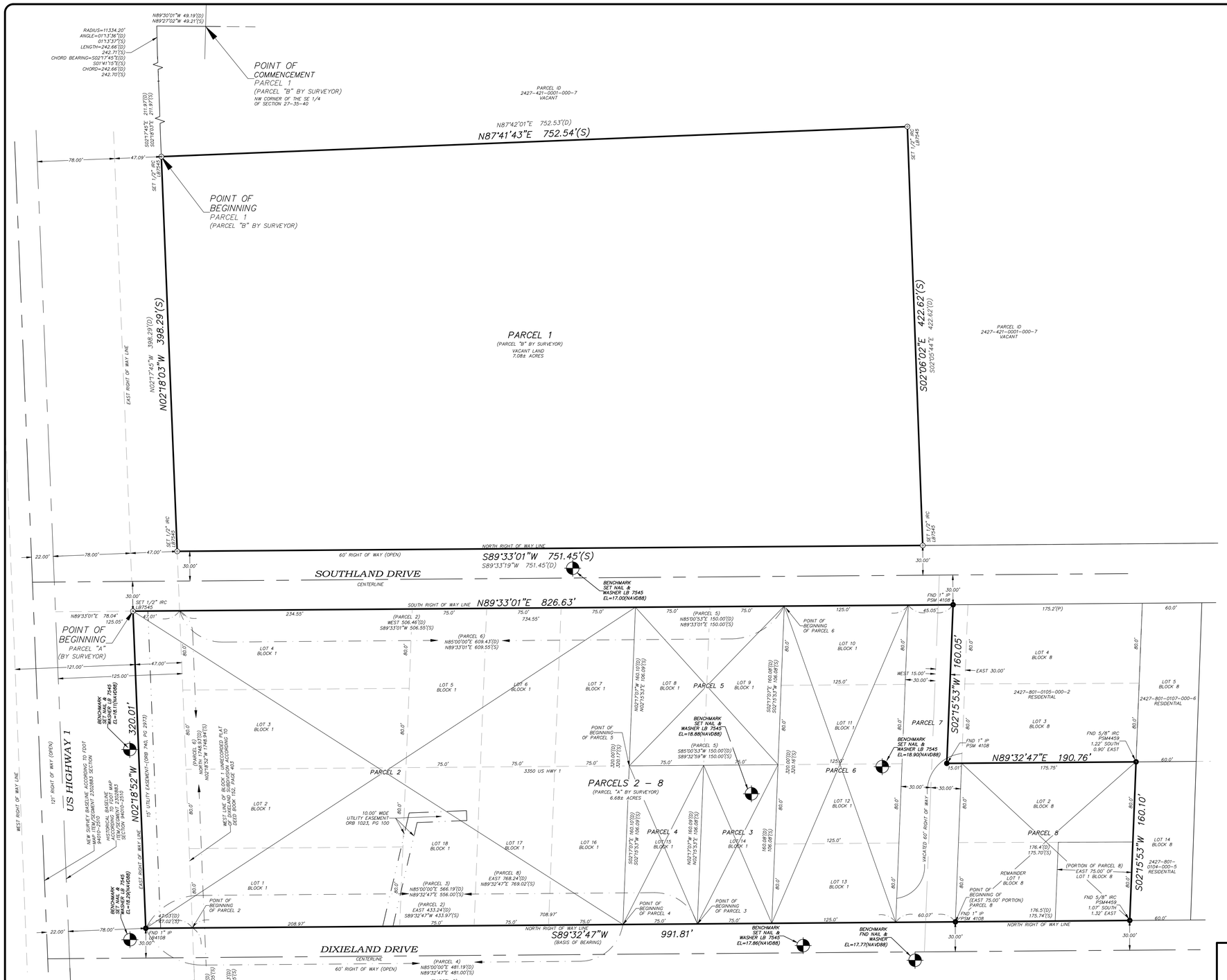
LOTS 1 THRU 7 AND 16 THRU 18 OF BLOCK 1 OF AN UNRECORDED PLAT OF SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST AS SAME APPEARS IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA IN DEED BOOK 152, PAGE 403, ALSO 47.00 FEET AS MEASURED AT RIGHT ANGLES ADJACENT TO THE WEST END OF LOTS 1 THRU 4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN EAST ON THE SOUTH LINE OF SAID SECTION 125.12 FEET; THENCE RUN NORTH PARALLEL WITH THE CENTERLINE OF SOUTH BOUND LANE OF U.S. HIGHWAY NO. 1, 1428.93 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED.

THENCE RUN EAST ALONG THE NORTH LINE OF A 60.00 FOOT RIGHT-OF-WAY FOR DIXIELAND DRIVE 433.24 FEET; THENCE RUN NORTH ALONG THE EAST LINE OF LOTS 16 AND 17 OF BLOCK 1 OF DIXIELAND SUBDIVISION 320.00 FEET TO THE SOUTH LINE OF A 60.00 FOOT RIGHT-OF-WAY FOR SOUTHLAND DRIVE; THENCE RUN WEST ALONG SAID RIGHT-OF-WAY 506.46 FEET TO A POINT THAT IS 78.00 FEET OF THE CENTERLINE OF SOUTH BOUND LANE OF U.S. HIGHWAY NO. 1 AS MEASURED AT RIGHT ANGLES; THENCE RUN SOUTH PARALLEL WITH THE SAID CENTERLINE OF U.S. HIGHWAY NO. 1, 320.00 FEET TO THE NORTH LINE OF DIXIELAND DRIVE; THENCE RUN EAST 47.03 FEET TO THE POINT OF BEGINNING.

1179147
'92 MAY -5 P3:00

FILED AND RECORDED
DOUGLAS DIXON CLERK
ST. LUCIE COUNTY, FL



LEGEND

BFP = BACKFLOW PREVENTER	OHW = OVERHEAD WIRES
BOC = BACK OF CURB	O.R.B. = OFFICIAL RECORD BOOK
BWF = BARBED WIRE FENCE	(P) = PLAT
CLF = CHAIN LINK FENCE	P.B. = PLAT BOOK
CM = CONCRETE MONUMENT	PG. = PAGE
CMP = CORRUGATED METAL PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CONC. = CONCRETE	PVC = POLY VINYL CHLORIDE
COVD. = COVERED	RCP = REINFORCED CONCRETE PIPE
(D) = DESCRIPTION	(S) = SURVEYED
ECMP = ELLIPTICAL CORRUGATED METAL PIPE	TOB = TOP OF BANK
EDR = EDGE OF DIRT DRIVE	TOS = TOE OF SLOPE
EL = ELEVATION	TRANS = TRANSFORMER
EM = ELECTRIC METER	UG = UNDERGROUND
FFE = FINISHED FLOOR ELEVATION	WDF = WOODEN FENCE
FM = FORCE MAIN	WL = WATER LINE
FND. = FOUND	WM = WATER METER
GV = GATE VALVE	= FIRE HYDRANT
HW = HEADWALL	= GUY ANCHOR
ID = IDENTIFICATION	= UTILITY POLE
IP = IRON PIPE	= WATER GATE VALVE
IR = IRON ROD	= WELL
IRC = IRON ROD WITH CAP	= CAMERA
LB = LICENSED BUSINESS	= LIGHT POLE
LS = LICENSED SURVEYOR	= CLEAN OUT
	= SIGN
	= PALM (73)
	= PINE (132)
	= OAK (61)

(SEE SHEET 2 OF 8 FOR LEGAL DESCRIPTIONS)

SURVEYOR'S NOTES:

1. THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
2. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NO. 1062-5729924, DATED 12/22/2021
4. UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE.
5. JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
6. THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
7. BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH RIGHT OF WAY LINE OF DIXIELAND DRIVE BEARS S89°32'47"W.
8. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 REFERENCING NGS BENCHMARK B401 (PID AF7508) AT AN ELEVATION OF 16.17 FEET(NAVD88)
9. FLOOD ZONE X, FLOOD INSURANCE RATE MAP NUMBER 12061C0189K, DATED FEBRUARY 19, 2020.

NOT VALID WITHOUT ALL SHEETS 1 THROUGH 8

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

GRAPHIC SCALE
0' 25' 50'
1" = 50'

REVISIONS	DATE
REVISED PER TITLE COMMITMENT	02/03/2022
REVISED SHEET 2 PER COMMENTS	02/08/2022

CERTIFIED TO:
N.S.S. ACQUISITION CORP.
TRIPP SCOTT, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY
WORLD OMNI FINANCIAL CORP, A FLORIDA CORPORATION, ISAOA/ATIMA

FIELD BOOK 79	DRAWN TB RJS
PAGE(S) 52	SCALE 1"=50'
FIELD DATE 11/08/21	JOB # 20-615

SHEET 1 OF 8

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

STEVEN J. CARTECHINE LICENSE No. 4895 STATE OF FLORIDA

02/08/2022
DATE

STEVE CARTECHINE, LS4895
FLORIDA REGISTERED LAND SURVEYOR

© I:\Users\SCARTE~1\Appdata\Local\Temp\AcPublish_13424\Plat 20-615.dwt, 2/8/2022 2:34:49 PM, This Drawing is the property of Indian River Survey, Inc. and is not to be used without permission.

LEGAL DESCRIPTION:
(FIRST AMERICAN TITLE INSURANCE COMPANY-TITLE COMMITMENT FILE NO. 1062-5729924, DATED 12/22/2021)

PARCEL 1:
A PARCEL OF LAND LYING IN A PORTION OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4; THENCE NORTH 89°30'01" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 49.19 FEET TO AN INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 11,334.20 FEET, THE CHORD BEARS SOUTH 02°17'45" EAST, 242.65 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 242.66 FEET THROUGH A CENTRAL ANGLE OF 01°13'36"; THENCE SOUTH 02°17'45" EAST, A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE NORTH 87°42'01" EAST, A DISTANCE OF 752.53 FEET; THENCE SOUTH 02°05'44" EAST, A DISTANCE OF 422.62 FEET TO THE NORTH RIGHT-OF-WAY OF SOUTHLAND DRIVE (A 60.00 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 89°33'19" WEST, ALONG THE NORTH RIGHT-OF-WAY OF SOUTHLAND DRIVE, A DISTANCE OF 751.45 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1; THENCE NORTH 02°17'45" WEST, ALONG THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, A DISTANCE OF 398.29 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
LOTS 1 THRU 7 AND 16 THRU 18 OF BLOCK 1 OF AN UNRECORDED PLAT OF SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST AS SAME APPEARS IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA IN DEED BOOK 152, PAGE 403, ALSO 47.00 FEET AS MEASURED AT RIGHT ANGLES ADJACENT TO THE WEST END OF LOTS 1 THRU 4 MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN EAST ON THE SOUTH LINE OF SAID SECTION 125.12 FEET; THENCE RUN NORTH PARALLEL WITH THE CENTERLINE OF SOUTH BOUND LANE OF U.S. HIGHWAY NO. 1, 1428.93 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED. THENCE RUN EAST ALONG THE NORTH LINE OF A 60.00 FOOT RIGHT-OF-WAY FOR DIXIELAND DRIVE 433.24 FEET; THENCE RUN NORTH ALONG THE EAST LINE OF LOTS 16 AND 7 OF BLOCK 1 OF DIXIELAND SUBDIVISION 320.00 FEET TO THE SOUTH LINE OF A 60.00 FOOT RIGHT-OF-WAY FOR SOUTHLAND DRIVE; THENCE RUN WEST ALONG SAID RIGHT-OF-WAY 506.46 FEET TO A POINT THAT IS 78.00 FEET OF THE CENTERLINE OF SOUTH BOUND LANE OF U.S. HIGHWAY NO. 1 AS MEASURED AT RIGHT ANGLES; THENCE RUN SOUTH PARALLEL WITH THE SAID CENTERLINE OF U.S. HIGHWAY NO. 1, 320.00 FEET TO THE NORTH LINE OF DIXIELAND DRIVE; THENCE RUN EAST 47.03 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
LOT 14, BLOCK 1, OF THE DIXIELAND SUBDIVISION, LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID SUBDIVISION BEING RECORDED AS A PART OF DEED RECORDED IN DEED BOOK 152, PAGE 403, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF COMMENCEMENT START AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DIXIELAND DRIVE (60' R/W) WITH THE EXISTING EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, THENCE RUN NORTH 85°00'00" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID DIXIELAND DRIVE A DISTANCE OF 556.19 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF LOT 15, BLOCK 1, OF THE HEREINBEFORE DESCRIBED "DIXIELAND SUBDIVISION", SAID POINT OF INTERSECTION ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND, THENCE CONTINUE NORTH 85°00'00" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 75.00 FEET TO A POINT, (SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 14) THENCE DEPARTING SAID RIGHT OF WAY LINE RUN NORTH 02°12'07" WEST ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 160.08 FEET TO A POINT, (SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 14) THENCE RUN SOUTH 85°00'27" WEST ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 75.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 15, (SAID POINT OF INTERSECTION ALSO BEING THE NORTHWEST CORNER OF SAID LOT 14) THENCE RUN SOUTH 02°12'07" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 160.09 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 4:
KNOWN AS LOT 15, BLOCK 1, OF THE UNRECORDED PLAT OF "DIXIELAND SUBDIVISION", AS RECORDED IN DEED BOOK 152, AT PAGE 403, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF COMMENCEMENT START AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DIXIELAND DRIVE (60' R/W) WITH THE EXISTING EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN NORTH 85°00'00" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID DIXIELAND DRIVE A DISTANCE OF 481.19 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF LOT 16, BLOCK 1 OF THE HEREINBEFORE DESCRIBED "DIXIELAND SUBDIVISION"; SAID POINT OF INTERSECTION ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND, THENCE CONTINUE NORTH 85°00'00" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 75.00 FEET TO A POINT; (SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 15) THENCE DEPARTING SAID RIGHT OF WAY LINE RUN NORTH 02°12'07" WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 160.09 FEET TO A POINT; (SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 15), THENCE RUN SOUTH 85°00'27" WEST ALONG THE NORTH LINE OF SAID LOT 15 A DISTANCE OF 75.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 16; (SAID POINT OF INTERSECTION ALSO BEING THE NORTHWEST CORNER OF SAID LOT 15) THENCE RUN SOUTH 02° 12'07" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 160.10 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 5:
KNOWN AS LOTS 8 & 9, BLOCK 1, OF THE UNRECORDED PLAT OF "DIXIELAND SUBDIVISION", AS RECORDED IN DEED BOOK 152, AT PAGE 403, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF COMMENCEMENT START AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DIXIELAND DRIVE (60' R/W) WITH THE EXISTING EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN NORTH 85°00'00" EAST ALONG THE NORTH RIGHT OF WAY LINE OF SAID DIXIELAND DRIVE A DISTANCE OF 481.19 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF LOT 16, BLOCK 1, OF THE HEREINBEFORE DESCRIBED "DIXIELAND SUBDIVISION", THENCE RUN NORTH 02°12'07" WEST ALONG SAID EASTERLY LOT LINE A DISTANCE OF 160.10 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 02°12'07" WEST A DISTANCE OF 160.10 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHLAND DRIVE (60' R/W); THENCE RUN NORTH 85°00'53" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 150.00 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 10, BLOCK 1, OF SAID "DIXIELAND SUBDIVISION";
THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 02°12'07" EAST A DISTANCE OF 160.08 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 14, BLOCK 1, OF SAID "DIXIELAND SUBDIVISION"; THENCE RUN SOUTH 85°00'00" WEST A DISTANCE OF 150.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREINBEFORE DESCRIBED PARCEL OF LAND.

PARCEL 6:
LOTS 10, 11 & 12, BLOCK 1, UNRECORDED PLAT OF DIXIELAND SUBDIVISION IN THE SE 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AS SAME APPEARS IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA IN DEED BOOK 152, PAGE 403, SAID LAND BEING ALSO DESCRIBED AS FOLLOWS:
FROM THE SOUTHWEST CORNER OF THE SE 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN EAST ALONG THE SOUTH LINE OF SAID SECTION 125.12 FEET, THENCE RUN NORTHERLY PARALLEL TO THE CENTER-LINE OF ORIGINAL 66 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY 1, A DISTANCE OF 1748.93 FEET; THENCE RUN EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 609.43 FEET TO THE POINT OF BEGINNING (THE SAME BEING THE NORTHWEST CORNER OF LOT 10, BLOCK 1, OF THE UNRECORDED PLAT OF DIXIELAND SUBDIVISION); THENCE CONTINUE SAID EASTERLY COURSE 125 FEET, THENCE RUN SOUTH 240 FEET, THENCE RUN WEST 125 FEET, THENCE RUN NORTH 240 FEET TO THE POINT OF BEGINNING.

AND

LOT 13, BLOCK 1, UNRECORDED PLAT OF DIXIE LAND SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN D.B. 152, PAGE(S) 403, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 7:
THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
A PARCEL OF LAND HAVING AN EAST WEST DIMENSION OF 60 FEET AND A NORTH SOUTH DIMENSION OF 320 FEET, SAID PARCEL OF LAND LYING BETWEEN BLOCK I AND BLOCK 8 AND BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE AND BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF DIXIELAND DRIVE OF AN UNRECORDED PLAT OF DIXIELAND SUBDIVISION ON THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AS RECORDED IN DEED BOOK 152, PAGE 403, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

AND

THE WEST 15 FEET OF THE EASTERN 30 FEET OF THE NORTH 160 FEET OF THE FOLLOWING DESCRIBED PROPERTY SITUATE IN ST. LUCIE COUNTY, FLORIDA:
A PARCEL OF LAND HAVING AN EAST WEST DIMENSION OF 60 FEET AND A NORTH SOUTH DIMENSION OF 320 FEET, SAID PARCEL OF LAND LYING BETWEEN BLOCK I AND BLOCK 8 AND BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE AND BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF DIXIELAND DRIVE OF AN UNRECORDED PLAT OF DIXIELAND SUBDIVISION ON THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AS RECORDED IN DEED BOOK 152, PAGE 403, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

AND

THE SOUTH 160 FEET OF THE OF THE FOLLOWING DESCRIBED PROPERTY SITUATE IN ST. LUCIE COUNTY, FLORIDA:
A PARCEL OF LAND HAVING AN EAST WEST DIMENSION OF 60 FEET AND A NORTH SOUTH DIMENSION OF 320 FEET, SAID PARCEL OF LAND LYING BETWEEN BLOCK 1 AND BLOCK 8 AND BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE AND BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF DIXIELAND DRIVE OF AN UNRECORDED PLAT OF DIXIELAND SUBDIVISION ON THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AS RECORDED IN DEED BOOK 152, PAGE 403, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

PARCEL 8:
ALL OF LOT 2, BLOCK 8 OF THE UNRECORDED PLAT OF DIXIELAND SUBDIVISION, AS RECORDED IN DEED BOOK 152, PAGE 403 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE WEST
100 FEET THEREOF.

AND

THE EAST 75 FEET OF THE FOLLOWING PROPERTY;
FROM THE SOUTH 1/4 CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN EAST ALONG THE SOUTH LINE OF SECTION AFORESAID A DISTANCE OF 125.12 FEET; THENCE NORTH 2°5'30" WEST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1428.93 FEET, THENCE EAST ALONG THE NORTH LINE OF AN EXISTING STREET, A DISTANCE OF 768.24 FEET TO THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING, CONTINUE EAST ALONG THE NORTH LINE OF EXISTING STREET A DISTANCE OF 176.5 FEET, THENCE NORTH 80 FEET, THENCE WEST A DISTANCE OF 176.4 FEET; THENCE SOUTH 80 FEET TO THE POINT OF BEGINNING. THIS PARCEL 2 BEING OTHERWISE DESCRIBED AS: THE EAST 75 FEET OF LOT 1, BLOCK 8, OF AN UNRECORDED PLAT OF DIXIELAND SUBDIVISION ACCORDING TO THE PLAT ATTACHED TO THAT CERTAIN DEED RECORDED IN DEED BOOK 152, PAGE 403, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

LOTS 1 AND 2, BLOCK 8, OF AN UNRECORDED PLAT OF DIXIELAND SUBDIVISION, AS RECORDED IN DEED BOOK 152, PAGE 403, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPTING THEREFROM THE PROPERTY DESCRIBED AS FOLLOWS:
ALL OF LOT 2, BLOCK 8 OF THE UNRECORDED PLAT OF DIXIELAND SUBDIVISION, AS RECORDED IN DEED BOOK 152, PAGE 403 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE WEST 100 FEET THEREOF.

AND

THE EAST 75 FEET OF THE FOLLOWING PROPERTY;
FROM THE SOUTH 1/4 CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN EAST ALONG THE SOUTH LINE OF SECTION AFORESAID A DISTANCE OF 125.12 FEET; THENCE NORTH 2°5'30" WEST. PARALLEL WITH THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1428.93 FEET, THENCE EAST ALONG THE NORTH LINE OF AN EXISTING STREET, A DISTANCE OF 768.24 FEET TO THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING, CONTINUE EAST ALONG THE NORTH LINE OF EXISTING STREET A DISTANCE OF 176.5 FEET, THENCE NORTH 80 FEET, THENCE WEST A DISTANCE OF 176.4 FEET; THENCE SOUTH 80 FEET TO THE POINT OF BEGINNING. THIS PARCEL 2 BEING OTHERWISE DESCRIBED AS: THE EAST 75 FEET OF LOT 1, BLOCK 8, OF AN UNRECORDED PLAT OF DIXIELAND SUBDIVISION ACCORDING TO THE PLAT ATTACHED TO THAT CERTAIN DEED RECORDED IN DEED BOOK 152, PAGE 403, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LEGAL DESCRIPTION: (BY SURVEYOR)

(BEING ONE AND THE SAME AS THAT PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY-TITLE COMMITMENT FILE NO. 1062-5729924, DATED 12/22/2021)

PARCEL A

LOTS 1 THROUGH 18. BLOCK 1, UNRECORDED PLAT OF DIXIELAND, AS RECORDED IN DEED BOOK 152, PAGE 403 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

A 47.00 FOOT WIDE PARCEL LYING BETWEEN THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND THE WEST LINE OF SAID BLOCK 1, UNRECORDED PLAT OF DIXIELAND, SAID PARCEL BOUND ON THE NORTH BY SOUTHLAND DRIVE (A 60.00 FOOT WIDE RIGHT OF WAY), BOUND ON THE SOUTH BY DIXIELAND DRIVE, BOUND ON THE WEST BY U.S. HIGHWAY NO. 1 (A 121 FOOT WIDE RIGHT OF WAY) AND BOUND ON THE EAST BY SAID BLOC 1 OF THE UNRECORDED PLAT OF DIXIELAND.

AND

LOTS 1 AND 2, BLOCK 8, UNRECORDED PLAT OF DIXIELAND, AS RECORDED IN DEED BOOK 152, PAGE 403 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE 60.00 FOOT VACATED ROAD RIGHT OF WAY LYING BETWEEN BLOCK 1 AND BLOCK 8, UNRECORDED PLAT OF DIXIELAND, AS RECORDED IN DEED BOOK 152, PAGE 403 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. EXCLUDING THE EAST 15.00 FEET OF THE NORTH 160 FEET MORE OR LESS OF SAID VACATED ROAD RIGHT OF WAY LYING ADJACENT TO LOTS 3 AND 4 BLOCK 8 OF SAID UNRECORDED DIXIELAND SUBDIVISION.

ACCORDING TO THE UNRECORDED PLAT OF DIXIELAND SUBDIVISION, AS RECORDED IN DEED BOOK 152, PAGE 403, OFFICIAL RECORDS BOOK 3525, PAGE 1149 AND OFFICIAL RECORDS BOOK 3818, PAGE 325 ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING BEGIN AT INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE (A 60 FOOT WIDE RIGHT OF WAY) AND THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 121 FOOT WIDE RIGHT OF WAY); THENCE N89°33'01"E ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE A DISTANCE OF 826.63 FEET TO A POINT THAT IS 15.00 FEET WEST BY PERPENDICULAR MEASUREMENT OF THE WEST LINE OF LOTS 3 AND 4, BLOCK 8 OF SAID UNRECORDED DIXIELAND SUBDIVISION; THENCE S02°15'53"W PARALLEL TO SAID WEST LINE OF SAID LOTS 3 AND LOT 4 A DISTANCE OF 160.05 FEET TO AN EXTENSION THE SOUTH LINE OF SAID LOT 3, BLOCK 8; THENCE N89°32'47"E ALONG SAID SOUTH LINE AND EXTENSION THEREOF A DISTANCE OF 190.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S02°15'53"W ALONG THE EAST LINE OF LOTS 1 AND 2, BLOCK 8 OF SAID UNRECORDED DIXIELAND SUBDIVISION A DISTANCE OF 160.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 BLOCK 8, ALSO BEING THE NORTH RIGHT OF WAY LINE OF DIXIELAND DRIVE; THENCE S89°32'47"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 991.81 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N02°18'52"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 320.01 FEET TO THE POINT OF BEGINNING. CONTAINS 6.68 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL B

A PARCEL OF LAND LYING IN A PORTION OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE S89°27'02"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 27 A DISTANCE OF 49.21 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 11334.20 FEET, THE CHORD OF WHICH BEARS S01°41'15"E AT 242.70 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'37" FOR AN ARC DISTANCE OF 242.71 FEET; THENCE S02°18'03"E A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N87°41'43"E A DISTANCE OF 752.54 FEET; THENCE S02°06'02"E A DISTANCE OF 422.62 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE (A 60.00 FOOT WIDE RIGHT OF WAY); THENCE S89°33'01"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 751.45 FEET; THENCE N02°18'03"W A DISTANCE OF 398.29 FEET TO THE POINT OF BEGINNING.
CONTAINS 7.08 ACRES MORE OR LESS.

CONTAINING 13.76 ACRES MORE OR LESS, (COMBINED TOTAL)

NOTE:
PROPERTY DESCRIBED BY SURVEYOR BEING ONE AND THE SAME AS THAT PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY-TITLE COMMITMENT FILE NO. 1062-5729924, DATED 12/22/2021.

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INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
REVISED PER TITLE COMMITMENT	02/03/2022
REVISED SHEET 2 PER COMMENTS	02/08/2022

CERTIFIED TO:
N.S.S. ACQUISITION CORP.
TRIPP SCOTT, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY
WORLD OMNI FINANCIAL CORP, A FLORIDA CORPORATION, ISAOA/ATIMA

FIELD BOOK 79	DRAWN TB RJS
PAGE(S) 52	SCALE NA
FIELD DATE 11/08/21	JOB # 20-615

SHEET 2 OF 8

NOT VALID WITHOUT ALL SHEETS 1 THROUGH 8

MATCH LINE SHEET 4

MATCH LINE SHEET 3

US HIGHWAY 1
121' RIGHT OF WAY (OPEN)

DIXIELAND DRIVE
CENTERLINE
20' ASPHALT PAVEMENT
60' RIGHT OF WAY (OPEN)

1 STORY METAL
AND
CBS COMMERCIAL BUILDING
3350 U.S. HIGHWAY 1
SHOWROOM/ OFFICE
FFE=20.70

#10 CATCH BASIN
TOP EL=18.76'
NW INV EL=14.69'
E INV EL=14.69'
BOTTOM EL=13.02'

#11 CATCH BASIN
TOP EL=19.44'
E INV EL=14.78'
BOTTOM EL=13.22'

#12 CATCH BASIN
TOP EL=19.48'
E INV EL=14.69'
BOTTOM EL=13.23'

#16 CATCH BASIN
TOP EL=20.08'
N INV EL=UNDER WATER

#17 CATCH BASIN
TOP EL=20.08'
N INV EL=UNDER WATER

#18 CATCH BASIN
TOP EL=20.07'
N INV EL=UNDER WATER

SANITARY MANHOLE
TOP EL=17.9'
N INV EL=5.07'
S INV EL=5.15'
E INV EL=5.13'

SANITARY MANHOLE
TOP EL=18.0'
N INV EL=BLOCK OFF
S INV EL=5.73'
E INV EL=6.06'
W INV EL=5.54'

BENCHMARK
WASHER SET IN N.E. HEADWALL
EL=18.21(NAVD88)

BENCHMARK
WASHER SET IN N.E. HEADWALL
EL=18.23(NAVD88)

POOL
TOP EL=10.02'
INV EL=14.74'

15" RCP 45.5' LF
INV EL=17.17

24" CMP 47.4' LF
INV EL=14.85'

24" RCP 40.8' LF
INV EL=14.93'

1X1 YARD DRAIN (TYP)
WHEELSTOP (TYP)
TRUNCATED DOME (TYP)
5' CONC WALK
SWALE
TOB
TOE
EAST RIGHT OF WAY LINE
NORTH RIGHT OF WAY LINE
UTILITY EASEMENT (ORB 140, PG 2915)
PROPERTY LINE
CONC PAD
PORTE COCHERE
SHED
A/C PADS
COVER CONCRETE
FLAG POLE
METAL SIGN
BOLLARD (TYP)
6' CHAINLINK FENCE
6" CHAINLINK FENCE CORNER 2.5' SOUTH
GATE
OHW
SWALE
TOB

220.01'
239.62'
200.3'
200.1'
431.87'
15.5'
76.2'
174.8'
25.2'
20.3'
15.3'
10.0'

LEGEND

BFP	= BACKFLOW PREVENTER	OHW	= OVERHEAD WIRES
BOC	= BACK OF CURB	O.R.B.	= OFFICIAL RECORD BOOK
BWF	= BARBED WIRE FENCE	(P)	= PLAT
CLF	= CHAIN LINK FENCE	P.B.	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG.	= PAGE
CMP	= CORRUGATED METAL PIPE	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
CONC.	= CONCRETE	PVC	= POLY VINYL CHLORIDE
COVD.	= COVERED	RCP	= REINFORCED CONCRETE PIPE
(D)	= DESCRIPTION	(S)	= SURVEYED
ECMP	= ELLIPTICAL CORRUGATED METAL PIPE	TOB	= TOP OF BANK
EDR	= EDGE OF DIRT DRIVE	TOS	= TOE OF SLOPE
EL	= ELEVATION	TRANS.	= TRANSFORMER
EM	= ELECTRIC METER	UG	= UNDERGROUND
FFE	= FINISHED FLOOR ELEVATION	WDF	= WOODEN FENCE
FM	= FORCE MAIN	WL	= WATER LINE
FND.	= FOUND	WM	= WATER METER
GV	= GATE VALVE		= FIRE HYDRANT
HW	= HEADWALL		= GUY ANCHOR
ID	= IDENTIFICATION		= UTILITY POLE
IP	= IRON PIPE		= WATER GATE VALVE
IR	= IRON ROD		= WELL
IRC	= IRON ROD WITH CAP		= CAMERA
LB	= LICENSED BUSINESS		= LIGHT POLE
LS	= LICENSED SURVEYOR		= CLEAN OUT
			= SIGN
			= PALM (73)
			= PINE (132)
			= OAK (61)

© Users\JOARO\Applications\Temp\AcPublish_10424\PG 3.dwg, Feb 25, 2022 - 4:39:45 PM, The plan is 48" x 22" Landscape, 08, 2022 - 4:39:45 PM, SHEET 3

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
GRAPHIC SCALE
0' 10' 20'
1" = 20'
NORTH

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
REVISED PER TITLE COMMITMENT	02/03/2022
REVISED SHEET 2 PER COMMENTS	02/08/2022

CERTIFIED TO:
N.S.S. ACQUISITION CORP.
TRIPP SCOTT, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY
WORLD OMNI FINANCIAL CORP, A FLORIDA CORPORATION, ISAOA/ATIMA

FIELD BOOK 79	DRAWN TB RJS	SHEET 3	
PAGE(S) 52	SCALE 1"=20'		OF 8
FIELD DATE 11/08/21	JOB # 20-615		

NOT VALID WITHOUT ALL SHEETS 1 THROUGH 8

MATCH LINE SHEET 5

MATCH LINE SHEET 2

#10 CATCH BASIN
TOP EL=18.02'
N INV EL=16.25'
S INV EL=15.20'
W INV EL=14.86'
BOTTOM EL=14.02'

#1 CATCH BASIN
TOP EL=18.51'
N INV EL=16.10'
S INV EL=13.95'
E INV EL=13.93'
BOTTOM EL=13.57'

#7 CATCH BASIN
TOP EL=18.02'
N INV EL=15.10'
E INV EL=15.14'
BOTTOM EL=13.24'

#8 CATCH BASIN
TOP EL=17.92'
N INV EL=15.15'
S INV EL=15.08'
W INV EL=14.79'
BOTTOM EL=13.42'

#2 CATCH BASIN
TOP EL=18.51'
N INV EL=13.98'
S INV EL=14.01'
E INV EL=14.04'
BOTTOM EL=13.88'

#4 CATCH BASIN
TOP EL=18.54'
W INV EL=14.09'
BOTTOM EL=14.03'

#3 CATCH BASIN
TOP EL=18.48'
W INV EL=14.03'
BOTTOM EL=13.61'

#9 CATCH BASIN
TOP EL=18.99'
N INV EL=14.94'
S INV EL=15.22'
BOTTOM EL=14.05'

#19 CATCH BASIN
TOP EL=19.06'
N INV EL=15.07'
S INV EL=14.66'
BOTTOM EL=13.06'

#6 CATCH BASIN
TOP EL=18.50'
N INV EL=14.02'
E INV EL=14.00'
BOTTOM EL=13.88'

#5 CATCH BASIN
TOP EL=18.54'
W INV EL=14.10'
BOTTOM EL=13.90'

#20 CATCH BASIN
TOP EL=19.03'
NE INV EL=15.09'
BOTTOM EL=14.58'

BENCHMARK
SET NAIL &
WASHER LB 7545
EL=18.88(NAVD88)

BENCHMARK
SET NAIL &
WASHER LB 7545
EL=18.90(NAVD88)

BENCHMARK
SET NAIL &
WASHER LB 7545
EL=17.86(NAVD88)

BENCHMARK
FND NAIL &
WASHER
EL=17.77(NAVD88)

15" CMP 149' LF
15" CMP 153' LF
15" CMP 149.4' LF
15" CMP 51' LF
15" CMP 52.2' LF
15" CMP 54' LF
15" CMP 90' LF
15" RCP 37' LF
18" CMP 112' LF
18" CMP 119' LF
18" CMP 117' LF
15" RCP 44.7' LF
16" CMP 63.2' LF

COVERED CAR CARE AREA
SHED
1 STORY METAL BUILDING
BODY SHOP
FFE=20.67

6' CHAINLINK FENCE
6' CHAINLINK FENCE CORNER 0.3' SOUTH
6' CHAINLINK FENCE CORNER 0.5' SOUTH
3'X3' BOLLARD PATTERN (TYP)
BOLLARD (TYP)
FIRE LINE STAND PIPE
6" DDC
2" RPZ
SANITARY MANHOLE TOP EL=19.1'
SANITARY MANHOLE TOP EL=17.9' E INV EL=10.22' W INV EL=9.90'
INV EL=16.70
INV EL=17.14
INV EL=16.60
INV EL=16.51
GATE
WV
SWALE
NORTH RIGHT OF WAY LINE
ESTIMATED 60' RIGHT OF WAY'

DIXIELAND DRIVE
CENTERLINE
20' ASPHALT PAVEMENT
60' RIGHT OF WAY (OPEN)

LEGEND

BFP	= BACKFLOW PREVENTER
BOC	= BACK OF CURB
BWF	= BARBED WIRE FENCE
CLF	= CHAIN LINK FENCE
CM	= CONCRETE MONUMENT
CMP	= CORRUGATED METAL PIPE
CONC.	= CONCRETE
COVD.	= COVERED
(D)	= DESCRIPTION
ECMP	= ELLIPTICAL CORRUGATED METAL PIPE
EDR	= EDGE OF DIRT DRIVE
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FND.	= FOUND
GV	= GATE VALVE
HW	= HEADWALL
ID	= IDENTIFICATION
IP	= IRON PIPE
IR	= IRON ROD
IRC	= IRON ROD WITH CAP
LB	= LICENSED BUSINESS
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OHW	= OVERHEAD WIRES
O.R.B.	= OFFICIAL RECORD BOOK
(P)	= PLAT
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(S)	= SURVEYED
TOB	= TOP OF BANK
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WM	= WATER METER
	= FIRE HYDRANT
	= GUY ANCHOR
	= UTILITY POLE
	= WATER GATE VALVE
	= WELL
	= CAMERA
	= LIGHT POLE
	= CLEAN OUT
	= SIGN
	= PALM (73)
	= PINE (132)
	= OAK (61)

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
GRAPHIC SCALE
0' 10' 20'
1" = 20'

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
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REVISED SHEET 2 PER COMMENTS	02/08/2022

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TRIPP SCOTT, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY
WORLD OMNI FINANCIAL CORP, A FLORIDA CORPORATION, ISAOA/ATIMA

FIELD BOOK	DRAWN
79	TB RJS
PAGE(S) 52	SCALE 1"=20'
FIELD DATE 11/08/21	JOB # 20-615

SHEET 4 OF 8

NOT VALID WITHOUT ALL SHEETS 1 THROUGH 8

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LEGEND

BFP = BACKFLOW PREVENTER	OHW = OVERHEAD WIRES
BOC = BACK OF CURB	O.R.B. = OFFICIAL RECORD BOOK
BWF = BARBED WIRE FENCE	(P) = PLAT
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LS = LICENSED SURVEYOR	= CLEAN OUT
	= SIGN
	= PALM (73)
	= PINE (132)
	= OAK (61)

MATCH LINE SHEET 7A

MATCH LINE SHEET 5

MATCH LINE SHEET 2

PARCEL 2

398.29'

60.03'

100.00'

120' RIGHT OF WAY (OPEN)
CENTERLINE
US HIGHWAY 1

60' RIGHT OF WAY (OPEN)
SOUTHLAND DRIVE
CENTERLINE

20' ASPHALT PAVEMENT

NORTH RIGHT OF WAY LINE

SOUTH RIGHT OF WAY LINE

5' CONC WALK

SWALE

TOB

TOE

EAST RIGHT OF WAY LINE

SANITARY MANHOLE
TOP EL=18.11'
8" PVC INV EL S=6.89'
INV EL N=SEALED OFF

INV EL=14.69'

INV EL=15.30

INV EL=15.62

INV EL=15.70

INV EL=15.88

INV EL=16.00

INV EL=16.08

INV EL=14.58'

15" RCP 37' LF

15" RCP 39' LF

6" CMP 35' LF

10" TRIPLE

12" TRIPLE

12" DBL

8" DBL

(A) CATCH BASIN
TOP OF EL=19.83'
S INV EL=18.09'

(B) CATCH BASIN
TOP OF EL=19.83'
S INV EL=18.03'

(C) CATCH BASIN
TOP EL=19.02'
S INV EL=17.46'

#3 CATCH BASIN
TOP EL=19.46'
SE INV EL=14.98'

#10 CATCH BASIN
TOP EL=18.76'
NW INV EL=14.69'
E INV EL=114.69'
BOTTOM EL=13.02'

#5 CATCH BASIN
TOP EL=19.42'
GATE

BENCHMARK
SET NAIL &
WASHER LB 7545
EL=17.00(NAVD88)

CONC PAD

SHED

UNDER DRAIN TO #5 CB

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
GRAPHIC SCALE
0' 10' 20'
1" = 20'

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
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REVISED SHEET 2 PER COMMENTS	02/08/2022

CERTIFIED TO:
N.S.S. ACQUISITION CORP.
TRIPP SCOTT, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY
WORLD OMNI FINANCIAL CORP, A FLORIDA CORPORATION, ISAOA/ATIMA

FIELD BOOK 79	DRAWN TB RJS
PAGE(S) 52	SCALE 1"=20'
FIELD DATE 11/08/21	JOB # 20-615

SHEET 5 OF 8

NOT VALID WITHOUT ALL SHEETS 1 THROUGH 8

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LEGEND

= PALM (73)
= PINE (132)
= OAK (61)

MATCH LINE SHEET 4

MATCH LINE SHEET 7B

MATCH LINE SHEET 6

MATCH LINE SHEET 3

PARCEL 2

PARCEL ID
2427-421-0001-000-7

SOUTHLAND DRIVE
CENTERLINE
20' ASPHALT PAVEMENT

60' RIGHT OF WAY (OPEN)

SWALE TOB

6" CHAINLINK FENCE

5' CONC WALK

GATE

SHED

15" CMP 149' LF

15" RCP 37' LF

15" RCP 54' LF

18" CMP
INV EL=15.39

#1a CATCH BASIN
TOP EL=18.02'
N INV EL=16.25'
S INV EL=15.20'
W INV EL=14.86'
BOTTOM EL=14.02'

#2 CATCH BASIN
TOP EL=18.04'
N INV EL=15.92'
S INV EL=15.76'
BOTTOM EL=14.04'

INV EL=16.08
INV EL=16.27
INV EL=15.92
INV EL=15.66
INV EL=15.68

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
GRAPHIC SCALE
0' 10' 20'
1" = 20'
NORTH

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
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FIELD BOOK 79	DRAWN TB RJS
PAGE(S) 52	SCALE 1"=20'
FIELD DATE 11/08/21	JOB # 20-615

SHEET 6 OF 8

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LEGEND

= PALM (73)
= PINE (132)
= OAK (61)

MATCH LINE SHEET 5

PARCEL ID
2427-421-0001-000-7

APPROXIMATE EDGE OF WATER
TOP OF WATER EL=12.03

15" CMP

INV EL=13.60

INV EL=13.78

SWALE

TOB

TOE

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
GRAPHIC SCALE
0' 10' 20'
1" = 20'
NORTH

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SHEET 7 OF 8

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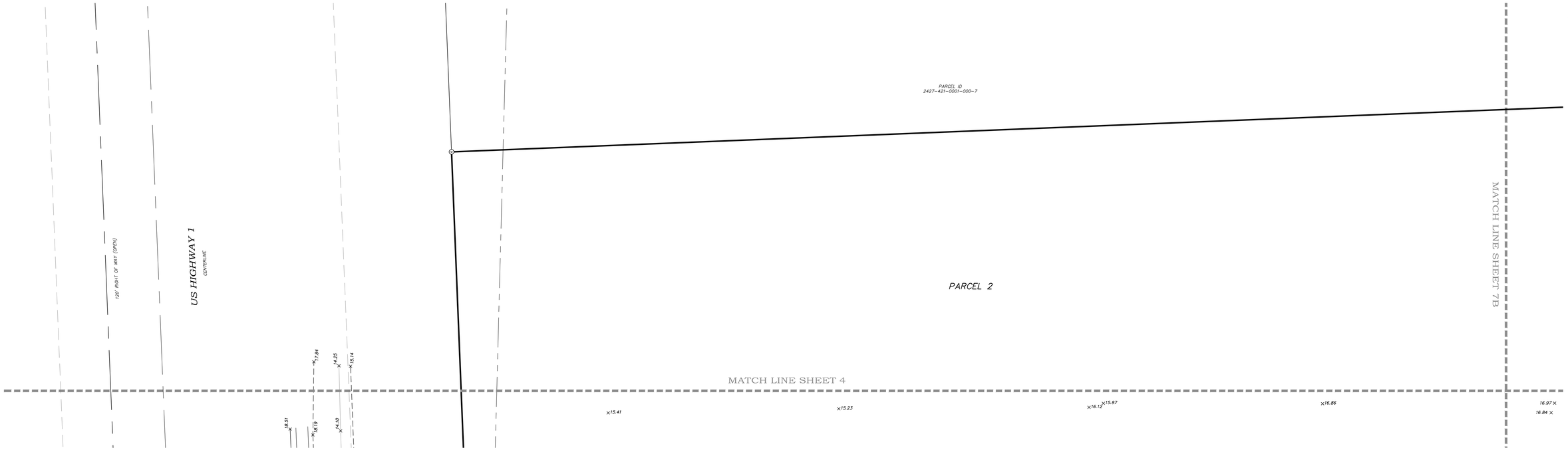
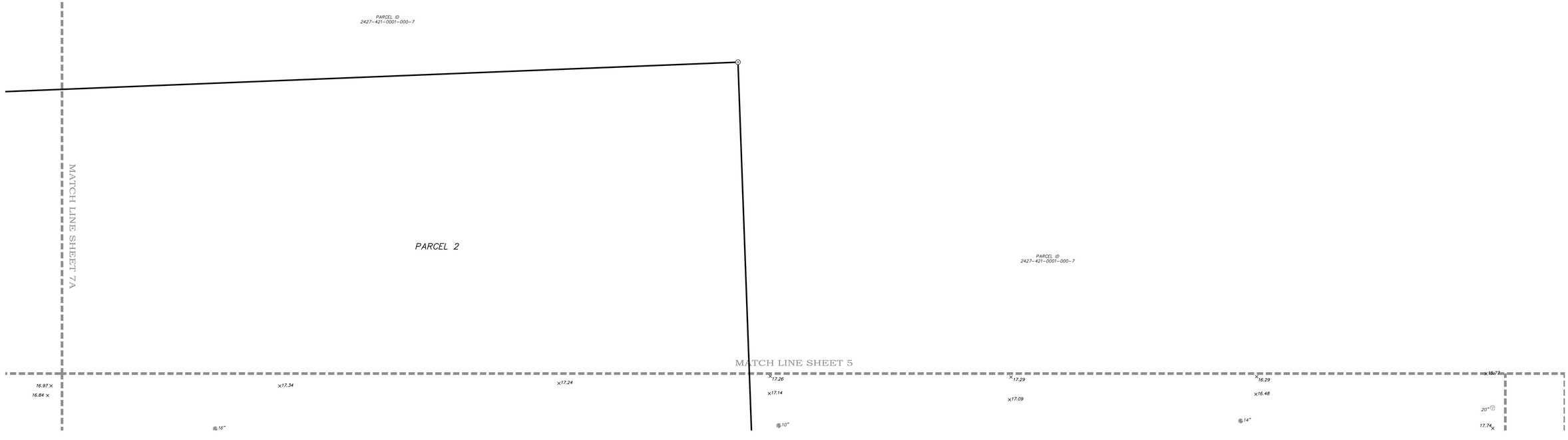


B



© Tripp Scott, P.A. | K:\Jobs\20-615 Hyperlink Blue\Temp Information_DWG\20-615-ALTA.dwg Nov. 08, 2022 - 4:35pm by mw SHEET 8

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
GRAPHIC SCALE
0' 10' 20'
1" = 20'

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
REVISED PER TITLE COMMITMENT	02/03/2022
REVISED SHEET 2 PER COMMENTS	02/08/2022

CERTIFIED TO:
N.S.S. ACQUISITION CORP.
TRIPP SCOTT, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY
WORLD OMNI FINANCIAL CORP, A FLORIDA CORPORATION, ISAOA/ATIMA

FIELD BOOK	DRAWN
79	TB RJS
PAGE(S) 52	SCALE 1"=20'
FIELD DATE 11/08/21	JOB # 20-615

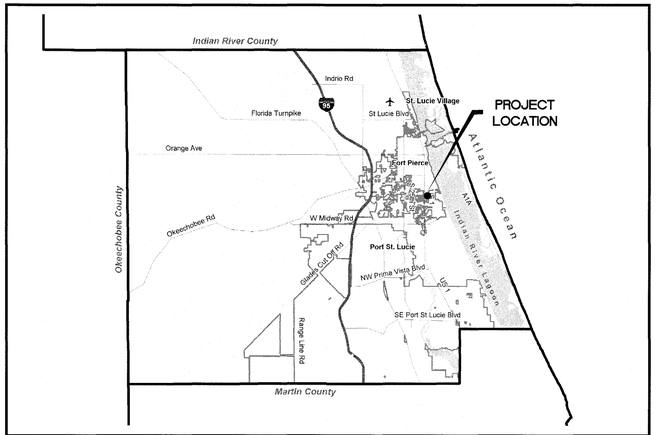
SHEET 8 OF 8

NOT VALID WITHOUT ALL SHEETS 1 THROUGH 8

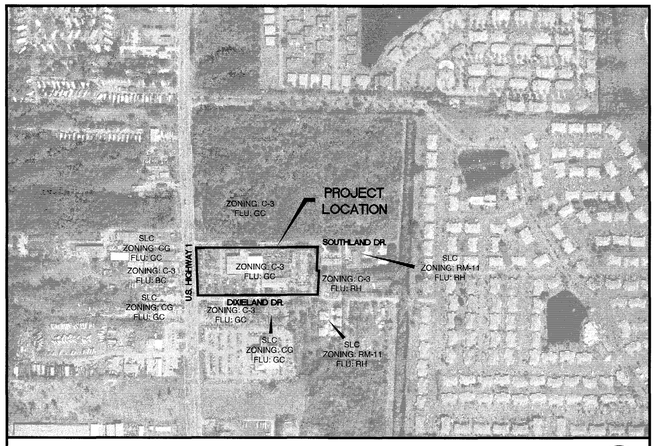
BEV SMITH TOYOTA

SECTION 27, TOWNSHIP 35S, RANGE 40E
CITY OF FORT PIERCE, FLORIDA

MARCH 2022



LOCATION MAP



VICINITY MAP

OWNER/APPLICANT

NSS ACQUISITION CORP.
3350 SOUTH U.S. HIGHWAY 1
FORT PIERCE, FLORIDA 34982
PH: (561) 818-2847

ENGINEER

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES

CIVIL ▪ STRUCTURAL ▪ SURVEYING ▪ ENVIRONMENTAL

1835 20TH STREET
VERO BEACH, FL 32960
PH: (772) 569-0035
MELBOURNE, FL - PH: (321) 253-1510
FT. PIERCE, FL - PH: (772) 468-9055

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INDIAN RIVER SURVEY, INC.
Professional Surveying and Mapping
1835 20TH STREET
VERO BEACH, FL 32960
PH: (772) 569-7880

ARCHITECT

PENNEY DESIGN GROUP, LLC
8120 WOODMONT AVENUE, SUITE 750
BETHESDA, MD 20814
PH: (301) 979-7600

LANDSCAPE ARCHITECT

PATRICK D. CUNNINGHAM, LLC
519 SAPPHIRE DRIVE
SARASOTA, FL 34243
PH: (941) 351-8915

INDEX OF DRAWINGS

C1	COVER SHEET
C2	GENERAL NOTES
C3	EXISTING CONDITIONS, DEMOLITION AND EROSION CONTROL PLAN
C4	SITE PLAN - OVERALL
C5	SITE PLAN
C6	PAVING, GRADING AND DRAINAGE PLAN
C7	CROSS SECTIONS
C8	UTILITY PLAN
C9	TEMPORARY SERVICE TRAILER EXHIBIT
C10	GENERAL DETAILS
C11	UTILITY DETAILS
C12	EROSION CONTROL DETAILS

LEGAL DESCRIPTION

LOTS 1 THROUGH 18, BLOCK 1, UNRECORDED PLAT OF DIXIELAND, AS RECORDED IN DEED BOOK 152, PAGE 403 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

LOTS 1 AND 2, BLOCK 8, AND THE ADJACENT 60.00 FOOT VACATED ROAD RIGHT OF WAY AND A PORTION OF LOT 14, BLOCK B ACCORDING TO THE UNRECORDED PLAT OF DIXIELAND SUBDIVISION, AS RECORDED IN DEED BOOK 152, PAGE 403, OFFICIAL RECORDS BOOK 3525, PAGE 1149 AND OFFICIAL RECORDS BOOK 3818, PAGE 325 ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING BEGIN AT THE NORTHWEST CORNER OF LOT 4, BLOCK 8 OF SAID DIXIELAND SUBDIVISION; THENCE S02°15'53"W ALONG THE WEST LINE OF LOTS 4 AND 3, BLOCK 8 A DISTANCE OF 160.05 FEET TO THE SOUTH LINE OF SAID LOT 3, BLOCK 8; THENCE N89°54'41"E ALONG SAID SOUTH LINE A DISTANCE OF 190.60 FEET; THENCE S02°06'45"W A DISTANCE OF 159.93 FEET TO THE NORTH RIGHT OF WAY LINE OF DIXIELAND DRIVE (A 60.00 FOOT WIDE RIGHT OF WAY); THENCE S89°53'35"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 175.80; THENCE S89° 32'47"W CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 816.26 FEET TO THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 1 (A 121 FOOT WIDE RIGHT OF WAY); THENCE N02°18'52"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 320.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE (A 60 FOOT WIDE RIGHT OF WAY); THENCE N89°33'01"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 748.84 FEET TO THE POINT OF BEGINNING. CONTAINS 6.68 ACRES MORE OR LESS.

DATE	REVISIONS
05-02-2022	1 TRC COMMENTS

AARON J. BOWLES
LICENSE
No. 55313
STATE OF FLORIDA
PROFESSIONAL ENGINEER

AARON J. BOWLES
FL. P.E. #55313

DATE: 5/11/22

PROJECT: 20-0424

SHEET
C1

72 HOURS BEFORE DIGGING
CALL TOLL FREE
811
Know what's below.
Call before you dig.

C:\ENG_ON HARD DRIVE\2020\20-0424 Bev Smith Toyota\DWG\20-0424 C1 COVER - DETAILS.dwg 5/11/2022 9:39 AM GREGA REED

PRE-CONSTRUCTION REQUIREMENTS:

1. THE CONTRACTOR IS REQUIRED TO PERFORM HIS WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE VARIOUS PERMITS WHICH WILL BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
2. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE (SEQUENCE OF OPERATIONS) PRIOR TO THE PRE-CONSTRUCTION MEETING.
3. CONTRACTOR WILL ATTEND A PRE-CONSTRUCTION MEETING WITH THE DESIGN ENGINEER, MUNICIPALITY AND/ OR OWNER PRIOR TO LAND DISTURBANCE.
4. SHOP DRAWINGS SHALL BE SUBMITTED BEFORE ORDERING MATERIAL FOR PLANNED PROJECT. CORRESPONDING SHALL BE BETWEEN THE DESIGN ENGINEER AND THE LOCAL GOVERNING AGENCY AND IS THE RESPONSIBILITY OF THE CONTRACTOR.

CONSTRUCTION NOTES:

1. THE CONTRACTOR IS ADVISED TO THOROUGHLY REVIEW THIS PLAN PACKAGE SO AS TO BE TOTALLY PREPARED TO PRESENT HIS BID PRICES IN THE CONTRACT DOCUMENTS. THE PLAN PACKAGE SUFFICIENTLY DELINEATES THE SCOPE AND INTENT OF THE ROADWAY WORK TO BE ACCOMPLISHED, IT WILL, THEREFORE, BE INCUMBENT ON THE CONTRACTOR TO ADJUST HIS FEE DOLLARS TO REFLECT ANY AND ALL ITEMS WHICH MAY NOT BE CLEARLY OUTLINED OR THOSE ITEMS WHICH MAY NOT BE INDICATED BUT WHICH ARE NECESSARY FOR THE SUCCESSFUL COMPLETION OF THIS PROJECT WITHOUT ADDITIONAL COSTS TO THE OWNER.Z
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF FORT PIERCE AND FDOT STANDARDS AND SPECIFICATIONS.
3. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND IS RESPONSIBLE FOR THE COORDINATION OF UTILITY RELOCATION.
4. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE FIELD WITH UTILITY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATION, AS REQUIRED BY THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, NOTIFY SUNSHINE AT 811.
6. CONTRACTOR SHALL TAKE EXTREME CAUTION WHEN EXCAVATING NEARBY EXISTING UTILITIES.
7. CONTRACTOR SHALL INFORM ENGINEER OF ANY CONFLICT BEFORE ANY FURTHER WORK IS COMPLETED.
8. UTILITIES ARE TO BE ADJUSTED BY UTILITY OWNER OR AS DIRECTED BY THE ENGINEER.
9. SURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INQUIRE OF THE ENGINEER IF ADDITIONAL INFORMATION IS AVAILABLE, TO MAKE ARRANGEMENTS TO REVIEW SAME PRIOR TO BIDDING, AND IS TO MAKE HIS OWN DETERMINATION AS TO ALL SUBSURFACE CONDITIONS.
10. CONTRACTOR SHALL NOTIFY THE ENGINEER IF SOIL OR SUBSURFACE CONDITIONS UNSUITABLE FOR CONSTRUCTION ARE ENCOUNTERED.
11. ALL EXCAVATED SOILS DEEMED SUITABLE AS FILL MATERIAL AS DETERMINED BY THE ENGINEER SHALL BE UTILIZED ON SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. THE EXACT LOCATION OF DELIVERY ON SITE SHALL BE DETERMINED BY THE ENGINEER. ALL EXCAVATED SOILS DEEMED UNSUITABLE SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE.
12. ITEM IN CONFLICT WITH DESIGN SUCH AS EXISTING CURBS AND GUTTERS, SIDEWALKS, DRAINAGE STRUCTURES, PAVEMENT AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY THE CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT HIS OWN EXPENSE.
13. CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS FOR CONSTRUCTION.
14. IT SHOULD BE NOTED THAT THE OCCUPATIONAL SAFETY AND HEALTH ACT PROHIBITS THE OPERATING OF EQUIPMENT OR MACHINES CLOSER THAN TEN (10) FEET TO ENERGIZED ELECTRIC LINES RATES AT FIFTY KILOVOLTS OR BELOW, ALSO, NO EXCAVATION IS PERMITTED WITHIN FIVE (5) FEET OF POWER POLE FACILITIES.
15. ALL IRONS AND MONUMENTS (P,R,M,'S) SHOWN ON PLANS, OR FOUND, SHALL BE PRESERVED, THOSE SHOWN IN PROPOSED PAVEMENT SHALL BE PROTECTED WITH A CAST IRON VALVE BOX.
16. ANY PUBLIC LAND CORNERS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED, IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED OR DISTURBED, THE CONTRACTOR WILL NOTIFY THE ENGINEER.
17. ALL EXISTING TREES WITHIN THE RIGHT OF WAY ARE TO BE REMOVED AS CLEARING AND GRUBBING UNLESS OTHERWISE NOTED.
18. WHEN REFERENCED TO, FDOT REFERS TO FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.CURRENT EDITION.
19. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THAT WHICH IS NOW EXISTING.
20. BACKFILL, GRADE AND SOD AS REQUIRED AROUND ALL NEW CONSTRUCTION AND ALL DEVELOPED LOTS TO PREVENT EROSION. SEED AND MULCH WILL ONLY BE ALLOWED TO RESTORE UNDEVELOPED LOTS AFFECTED BY CONSTRUCTION OR AS DIRECTED BY THE ENGINEER.
21. SODDING TO BE USED AT LOCATIONS AS DIRECTED BY THE ENGINEER. SOD ALL DISTURBED AREAS UPON COMPLETION.
22. ALL EXCESS CONSTRUCTION MATERIAL AND WASTE TO BE HAULED OFF-SITE AND DISPOSED OF PROPERLY AT CONTRACTOR'S EXPENSE.
23. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARDS FOR TRAFFIC CONTROL THROUGH WORK ZONES AND MUTCD (PART VI).
24. PROPERTY OWNERS AND BUSINESSES WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTY AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.
25. ALL MAILBOXES SHALL BE RELOCATED BY THE CONTRACTOR AS DIRECTED BY THE U.S. POSTAL MAIL CARRIER.
26. THE CONTRACTOR SHALL REMOVE, COVER OR OBLITERATE EXISTING ROADWAY SIGN AND PAVEMENT MARKINGS THAT CONFLICT WITH THE CONSTRUCTION TRAFFIC CONTROL PLANS.
27. CONTRACTOR TO PROTECT ALL SPRINKLER HEADS NOT IN CONFLICT WITH DESIGN AND RELOCATE ALL THOSE WHICH ARE IN CONFLICT TO A LOCATION DETERMINED IN FIELD.
28. SOD TWO (2) FEET MINIMUM ALONG SIDE PROPOSED EDGE OF PAVEMENT.
29. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY DRAINAGE MEASURES AS REQUIRED TO ADEQUATELY DRAIN THE PROJECT AND ANY TEMPORARILY TRAVELED ROADWAYS. TEMPORARY DRAINAGE DESIGN, CONSTRUCTION AND MAINTENANCE IS THE CONTRACTOR'S RESPONSIBILITY; HOWEVER, ALL SUCH MEASURES MUST BE APPROVED BY THE ENGINEER.
30. THE EXISTING SIDEWALK SHALL NOT BE DISTURBED UNLESS OTHERWISE NOTED.
31. GRADES SHOWN ARE FINISHED GRADES.
32. SAWCUT CONCRETE OR ASPHALT DRIVEWAYS AS REQUIRED FOR REPLACEMENT.
33. ALL ABANDONED UTILITIES (INCLUDING PIPES, CABLES AND STRUCTURES) FOUND IN THE RIGHT OF WAY AND NOT SHOWN ON THE PLANS, ARE TO BE REMOVED AND PROPERLY DISPOSED OF AT THE EXPENSE OF THE CONTRACTOR. THIS INCLUDES ALL EXOTIC PIPES LIKE ASBESTOS-CEMENT PIPE. COST TO BE INCLUDED IN CLEARING AND GRUBBING ITEM.
34. DRIVEWAY LOCATIONS AND WIDTHS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY OR AS DIRECTED BY THE ENGINEER.
35. BENCHMARK DATUM IN NAVD 88.
36. BACKFILL AND SOD AS REQUIRED BEYOND RIGHT OF WAY LINES ON INDIVIDUAL LOTS TO MAINTAIN POSITIVE DRAINAGE FLOW INTO CURB AND GUTTER.
37. GRADE AND SOD SWALES TEN (10) FEET FROM PROPOSED DITCH BOTTOM INLETS AND MITERED END SECTIONS ON SIDE STREETS AS REQUIRED.
38. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ℄ (BASELINE) AND ℄ (CENTERLINE) CONSTRUCTION THROUGHOUT THE PROJECT.
39. THE CONTRACTOR SHALL REMOVE DRIVEWAY APRONS AND DRIVEWAY CULVERTS AND SHALL MAINTAIN ROUGH GRADE FOR UTILITY MODIFICATIONS.
40. ALL EXISTING SWALES SHALL BE PROTECTED BY THE CONTRACTOR, ANY DAMAGE TO THE SWALE LINE SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE.
41. PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL BID ITEMS SHALL BE INCLUDED IN THE CONTRACT PRICES FOR BID ITEMS.
42. MAINTAIN A MINIMUM OF ONE (1) FOOT CLEARANCE BETWEEN POWER POLE AND EDGE OF SIDEWALK.
43. WHEN ALL OTHER PERMANENT CONSTRUCTION IS COMPLETE, THE FINAL SURFACE COURSE SHALL BE PLACED.
44. CONSTRUCTION OPERATIONS FOR PLACEMENT OF THE FINAL SURFACE COURSE SHALL BE LIMITED TO A DISTANCE, AS DIRECTED BY THE ENGINEER, THE CONTRACTOR CAN COMPLETE IN ONE (1) DAY.
45. THE CONTRACTOR SHALL IMPLEMENT TEMPORARY PAVEMENT MARKINGS UNTIL THE FINAL SURFACE COURSE HAS CURED (MINIMUM THIRTY (30) DAYS AFTER FINAL SURFACE COURSE PLACEMENT), ANY TEMPORARY PAINTED MARKINGS PLACED ON THE FINAL.
46. PAVEMENT TRANSITION SHALL BE MADE IN ACCORDANCE WITH PAVEMENT TRANSITION DETAIL.
47. ALL APPROVED PERMIT CONDITIONS, INCLUDING BUT NOT LIMITED TO FDOT, FDEP AND CITY OF FORT PIERCE, SHALL BE MET BY CONTRACTOR PRIOR TO CERTIFICATION OF COMPLETION BY ENGINEER.

ROADWAY SPECIFICATIONS

GENERAL

IT IS INTENDED THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" MOST CURRENT EDITION BE USED WHERE APPLICABLE FOR VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THAT WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT.

IF WITHIN THAT PARTICULAR SECTION ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE A PART OF THE STANDARD SPECIFICATIONS ALSO,

THE CONTRACTOR SHALL GIVE THE ENGINEER 48 HOURS NOTICE PRIOR TO REQUESTING INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.

THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF TWO YEARS FROM THE DATE OF PROJECT ACCEPTANCE DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIALS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

GRADING

THE CONTRACTOR SHALL PERFORM ALL GRADING NECESSARY TO ACHIEVE THE PROPOSED PLAN GRADES INCLUDING TYPICAL SECTIONS.

ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS.

STAKING

CONSTRUCTION STAKING WILL BE PERFORMED BY THE CONTRACTOR.

STABILIZING

STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO THE FLORIDA BEARING VALUE AS PER PLAN FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN, AND IN ACCORDANCE WITH SECTION 160 OF THE STANDARD SPECIFICATIONS.

(TYPE C STABILIZATION). ALL STABILIZED AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

BASE COURSE

THE BASE SHALL BE CONSTRUCTED OF EITHER LIMEROCK MATERIAL IN ACCORDANCE WITH SECTION 911 OR CEMENTED COQUINA SHELL MATERIAL IN ACCORDANCE WITH SECTION 915 OF THE STANDARD SPECIFICATIONS.

LIMEROCK BASE AND CEMENTED COQUINA SHELL BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ROCK PIT CERTIFICATION FOR CEMENTED COQUINA SHELL MATERIAL. BASE SHALL BE COMPACTED BY AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. BASE SHALL BE APPROVED PRIOR TO PRIME COAT.

PRIME AND TACK COAT

PRIME AND TACK COAT FOR THE BASE SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE STANDARD SPECIFICATIONS.

ASPHALTIC CONCRETE SURFACE COURSE (A,C,S,C,)

TYPE S-III ACSC SHALL BE CONSTRUCTED FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN. IN ACCORDANCE WITH SECTIONS 320, AND 330 OF THE STANDARD SPECIFICATIONS.

TESTING

THE CONTRACTOR SHALL RETAIN THE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTS ON SUBGRADE, BASE AND SURFACE COURSE MATERIALS. TEST RESULTS MUST BE SUBMITTED PRIOR TO ANY REQUEST FOR PAYMENT ON THE ABOVE ITEMS.

THE SCHEDULE FOR TESTING OF THE ROAD CONSTRUCTION SHALL BE AS FOLLOWS:

A. SUBGRADE:
1. FLORIDA BEARING VALUE TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 200 FEET, OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS.
2. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 200 FEET OR CLOSER AS MIGHT BE NECESSARY.

B. BASE:
1. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 500 FEET OR CLOSER AS MIGHT BE NECESSARY.

ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 1 1/2 INCHES INSIDE THE LEFT EDGE, TO THE CENTER, TO A POINT 12 INCHES INSIDE THE RIGHT EDGE OF THE ITEM TESTED.

IF ANY TEST INDICATES THAT THE WORK DOES NOT MEET THE SPECIFICATIONS, THE SUBSTANDARD AREA SHALL BE REWORKED OR CORRECTED AND RETESTED, AT THE CONTRACTOR'S EXPENSE, UNTIL THE PROVISIONS OF THESE SPECIFICATIONS ARE MET.

ALL PASSING TESTS SHALL BE PAID FOR BY THE OWNER. ALL FAILING TESTS SHALL BE PAID FOR BY THE CONTRACTOR.

CLEAN-UP

THE CONTRACTOR MUST PROVIDE CLEAN-UP OF EXCESS CONSTRUCTION MATERIAL UPON COMPLETION OF THE PROJECT. THE SITE MUST BE LEFT IN A NEAT, CLEAN, GRADED CONDITION.

CONSTRUCTION IN STREETS AND ROAD RIGHT-OF-WAYS

1. OPEN ROAD CUTS REQUIRES PRIOR APPROVAL OF THE CITY, COUNTY, STATE OR ANY OTHER AGENCY WHICH MAY HAVE JURISDICTION.
2. ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND STANDARDS.
3. ALL AREAS IN EXISTING RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SOD.
4. STREET RESTORATION TO BE DONE AS PER CITY OF FORT PIERCE STANDARDS.
5. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF THE STATE, COUNTY AND CITY AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS.
6. TRAFFIC CONTROL ON ALL COUNTY AND STATE HIGHWAY RIGHT-OF-WAYS SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION.

DRAINAGE SPECIFICATIONS

STORM INLETS AND MANHOLES SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH SECTION 425 OF THE STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

CONCRETE SHALL HAVE A MINIMUM 28-DAY STRENGTH OF 3000 PSI.

ALL REINFORCING STEEL TO BE ASTM A 615-72 GRADE 40, FYP = 40,000 PSI, AND SHALL BE HANDLED AND PLACED IN ACCORDANCE WITH ACI 318-71.

PRECAST CONCRETE MANHOLES AND STORM INLETS MAY BE USED UPON THE ENGINEER'S APPROVAL OF THE MANUFACTURER'S SHOP DRAWINGS.

STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 430 AND RELATED SECTIONS OF THE STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

CONCRETE

UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3000 PSI. ALL WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING CODES HAVING JURISDICTION IN THE AREA.

CULVERT PIPES

REINFORCED CONCRETE PIPE (R,C,P,) SHALL BE IN ACCORDANCE WITH SECTION 449 OF THE STANDARD SPECIFICATIONS.

PRECAST CONCRETE DRAINAGE PRODUCTS

ALL PRECAST CONCRETE DRAINAGE PRODUCTS (INCLUDING BUT NOT LIMITED TO ROUND CONC. PIPE, ELLIPTICAL CONC. PIPE, UNDERDRAINS, MANHOLES, INLETS, ENDWALLS, JUNCTION BOXES, THREE SIDED CONC. CULVERTS, AND CONC. BOX CULVERTS) SHALL BE IN ACCORDANCE WITH SECTION 449 OF THE STANDARD SPECIFICATIONS.

GROUNDWATER

GROUNDWATER MAY BE ENCOUNTERED ON THIS SITE, THE CONTRACTOR IS TO PLAN ACCORDINGLY.

RECORD DRAWINGS

CONTRACTOR SHALL KEEP AND MAINTAIN RECORD DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHICH SHALL BE ANNOTATED BY THE CONTRACTOR DEPICTING ANY CHANGES MADE IN THE FIELD WHICH DIFFER FROM THE CONTRACT DRAWINGS. RECORD DRAWINGS SHALL INCLUDE, BUT NOT LIMITED TO, INVERT AND TOP ELEVATIONS OF CULVERTS AND INLET STRUCTURES. CONTRACTOR SHALL SUBMIT COMPLETE AND FINAL RECORD DRAWINGS TO ENGINEER UPON COMPLETION OF PROJECT AND PRIOR TO FINAL INSPECTION AND FINAL PAYMENT.

INSPECTION

MINIMUM CONSTRUCTION INSPECTION CHECKPOINTS

THE ENGINEER SHALL BE NOTIFIED:
1. PRIOR TO ANY MAJOR DEVIATION FROM THE APPROVED PLANS.
2. PRIOR TO BACKFILLING ANY PIPE TRENCHES.
3. UPON COMPLETION OF SUBGRADE GRADING AND COMPACTION.
4. UPON BEGINNING OF SPREADING OF ROCK BASE MATERIAL.
5. UPON COMPLETION OF GRADING AND COMPACTION OF THE BASE MATERIAL AND PRIOR TO PRIMING.
6. IMMEDIATELY PRIOR TO AND UPON APPLICATION OF A,C,S,C.
7. UPON COMPLETION OF CONSTRUCTION.

FDEP SEPARATION CRITERIA:

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER, FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C.
(B)NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2),F.S., AND RULE 64E-6,002, F.A.C,

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUME-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE, HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE, HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL THE WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

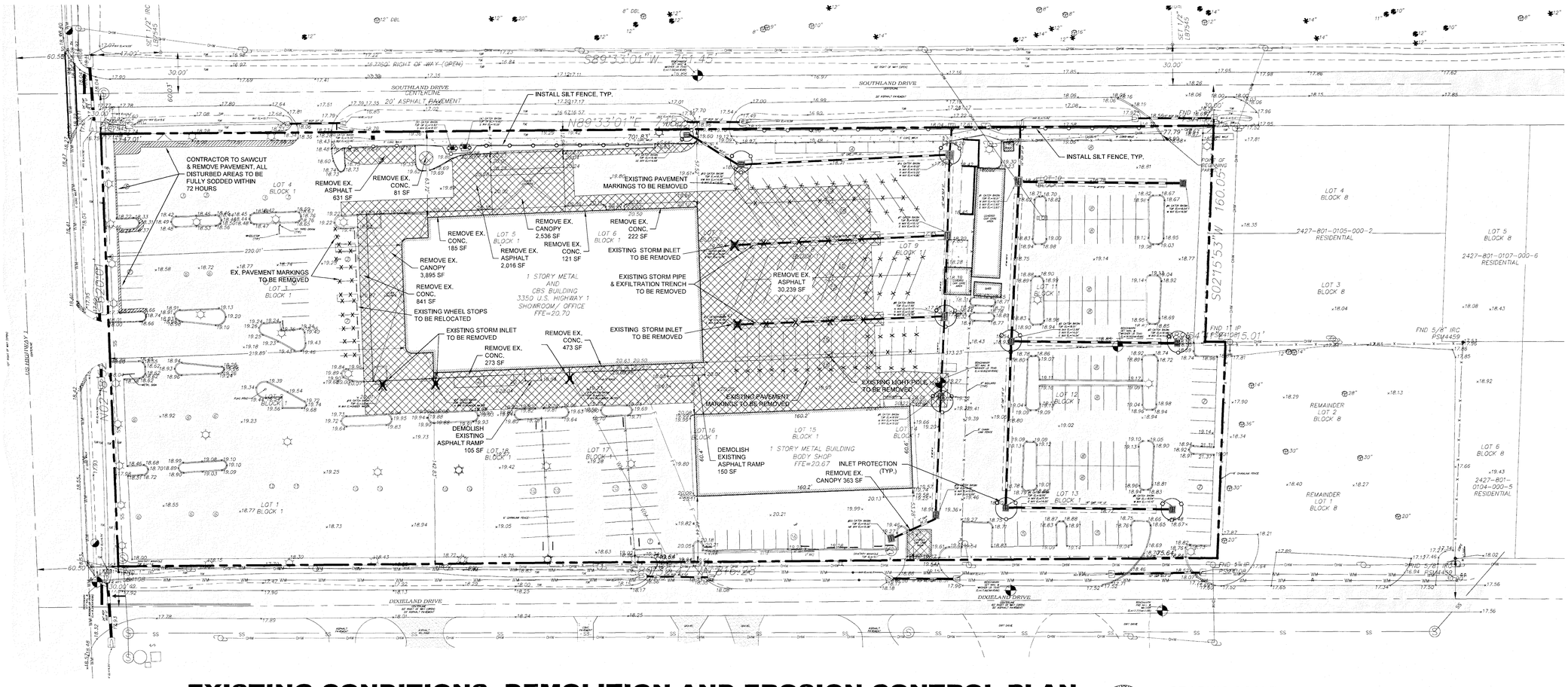
(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.
(B)EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CHECKING ACTUAL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.
3. ALL WORK SHALL BE IN WORKMANLIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED TO BEGIN WORK.
4. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH REQUIREMENTS OF THE CITY OF FORT PIERCE, WATER MANAGEMENT DISTRICT, FDEP AND THESE PLANS AND SPECIFICATIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL EXISTING UTILITIES, THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE FOR CONSTRUCTION OPERATIONS.
6. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
7. CONTRACTOR SHALL SUPPLY DENSITY TESTS TO ENGINEER ON ALL SUB-GRADE AND BASE, TESTS SHALL BE PREPARED PER AASHTO T-180 METHOD.
8. SLOPE GRADES FROM ELEVATIONS SHOWN TO EXISTING GRADE AT PROPERTY LINE, MAXIMUM SLOPE 4:1.
9. ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE FOR ANY INSPECTION.
10. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH M.U.T.C.D. STANDARDS, CITY OF FORT PIERCE AND F.D.O.T.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
12. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE. WHEN GROUNDWATER IS ENCOUNTERED THE CONTRACTOR SHALL PLAN ACCORDINGLY.
13. ALL INLETS SHALL HAVE A 6" MIN. SUMP BELOW LOWEST INVERT.
14. EROSION CONTROL FENCING MUST BE IN PLACE PRIOR TO GRADING.
15. PIPE LENGTHS AND SLOPES SHOWN ARE APPROXIMATE.
16. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
17. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
18. CONTRACTOR SHALL ADJUST INLET/STRUCTURE OR CONNECTION LOCATION AS REQUIRED TO ENSURE PROPOSED STRUCTURES AND PIPES ARE IN PROPER ALIGNMENT AND MATCH SLOPE OF EXISTING PIPES OR CONNECTIONS.
19. THIS PLAN CONTEMPLATES ACCESS CONNECTIONS TO ADJACENT ROADS AS SHOWN.
20. FILL MATERIAL MAY NOT BE STOCKPILED HIGHER THAN SIX (6) VERTICAL FEET ONSITE PER CITY OF FORT PIERCE CODE.
21. DIMENSIONS SHOWN ARE TO EDGE OF GUTTER OR PAVEMENT, RADII SHOWN ARE TO FACE OF CURB.
22. ALL SIGNS SHALL BE PER M,U,T,C,D, STANDARDS.
23. ALL PAVEMENT MARKINGS, EXCEPT PARKING STALL STRIPING, SHALL BE THERMOPLASTIC PER CITY OF FORT PIERCE REQUIREMENTS.
24. THE USES PROPOSED AS PART OF THIS PLAN DO NOT REQUIRE A SUBMITTAL OF A RISK MANAGEMENT PLAN PURSUANT TO U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS AND SHALL NOT EXCEED THE EPA'S RMP THRESHOLD QUANTITIES OF LISTED SUBSTANCES.
25. WATER FOR FIRE FIGHTING PURPOSES SHALL BE INDICATED WITH A BLUE ROADWAY REFLECTOR, PLACE ONE FOOT OFF OF THE CENTERLINE OF THE ROAD FACING THE FIRE HYDRANT, THIS INCLUDES NEW AND EXISTING SOURCES.
26. REGARDLESS OF PRIVATE OR PUBLIC DEDICATIONS, THERE SHALL BE NO UTILITY CONNECTIONS, METER


SOUTHLAND DRIVE
CENTERLINE
20' ASPHALT PAVEMENT
S89°33'01"W 748.43'
N89°32'47"E 816.28'
S02°15'53"W 160.05'
N02°18'52"E 320.01'
INSTALL SILT FENCE, TYP.
CONTRACTOR TO SAWCUT & REMOVE PAVEMENT, ALL DISTURBED AREAS TO BE FULLY SODDED WITHIN 72 HOURS
REMOVE EX. ASPHALT 631 SF
REMOVE EX. CONC. 81 SF
EXISTING PAVEMENT MARKINGS TO BE REMOVED
REMOVE EX. CONC. 185 SF
REMOVE EX. CANOPY 2,536 SF
REMOVE EX. ASPHALT 2,016 SF
REMOVE EX. CONC. 121 SF
REMOVE EX. CONC. 222 SF
EXISTING STORM INLET TO BE REMOVED
REMOVE EX. CANOPY 3,895 SF
REMOVE EX. CONC. 841 SF
1 STORY METAL AND CBS BUILDING 3350 U.S. HIGHWAY 1 SHOWROOM / OFFICE FFE=20.70
EXISTING STORM PIPE & EXFILTRATION TRENCH TO BE REMOVED
EX. PAVEMENT MARKINGS TO BE REMOVED
EXISTING WHEEL STOPS TO BE RELOCATED
EXISTING STORM INLET TO BE REMOVED
REMOVE EX. CONC. 273 SF
REMOVE EX. CONC. 473 SF
EXISTING STORM INLET TO BE REMOVED
REMOVE EX. ASPHALT 30,239 SF
EXISTING LIGHT POLE TO BE REMOVED
EXISTING PAVEMENT MARKINGS TO BE REMOVED
DEMOLISH EXISTING ASPHALT RAMP 105 SF
DEMOLISH EXISTING ASPHALT RAMP 150 SF
1 STORY METAL BUILDING BODY SHOP FFE=20.67
INLET PROTECTION (TYP.)
REMOVE EX. CANOPY 363 SF
INSTALL SILT FENCE, TYP.
LOT 1 BLOCK 1
LOT 2 BLOCK 1
LOT 3 BLOCK 1
LOT 4 BLOCK 1
LOT 5 BLOCK 1
LOT 6 BLOCK 1
LOT 9 BLOCK 1
LOT 11 BLOCK 1
LOT 12 BLOCK 1
LOT 13 BLOCK 1
LOT 15 BLOCK 1
LOT 16 BLOCK 1
LOT 17 BLOCK 1
LOT 18 BLOCK 1
LOT 4 BLOCK 8
LOT 5 BLOCK 8
LOT 3 BLOCK 8
LOT 6 BLOCK 8
2427-801-0105-000-2 RESIDENTIAL
2427-801-0107-000-6 RESIDENTIAL
2427-801-0104-000-5 RESIDENTIAL
REMAINDER LOT 2 BLOCK 8
REMAINDER LOT 1 BLOCK 8
FND 1" IP
FND 5/8" IRC PSM4459
SET 1/2" IRC LB7545
DIXIELAND DRIVE
60' RIGHT OF WAY (OPEN)
30.00'
60.00'
701.81'
748.84'
748.43'
160.05'
816.28'
220.01'
173.23'
160.2'
160.0'
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PROJECT INFORMATION

SITE ADDRESS
3350 SOUTH US HIGHWAY 1
FORT PIERCE, FL 34982

OWNER/ APPLICANT
NSS ACQUISITION CORP.
3350 SOUTH US HIGHWAY 1
FORT PIERCE, FL 34982
PHONE (561) 818-2847

ENGINEER
MBV ENGINEERING, INC.
1835 20TH STREET
VERO BEACH, FLORIDA 32960
PHONE (772) 569-0035

ARCHITECT
PENNEY DESIGN GROUP, INC.
8120 WOODMONT AVENUE, SUITE 750
BETHESDA, MD 20814
PHONE (301) 979-7600

SURVEYOR
INDIAN RIVER SURVEY, INC.
1835 20TH STREET
VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880

TAX PARCEL I.D NUMBER(S)
2427-801-0001-000-3 2427-801-0103-000-8

ZONING
C-3

LAND USE
GC

LATITUDE
27°15'49.82"N

LONGITUDE
80°25'59.04"W

PROJECT DESCRIPTION
PROPOSED BUILDING EXPANSION TO THE EXISTING FACILTY. INCLUDES ADJACENT SITE IMPROVEMENTS - DRAINAGE, SANITARY SEWER AND PARKING LOT ADJUSTMENTS.

SITE DATA

EXISTING SITE DATA

	SF	AC	%
SITE AREA	262,689 SF	6.03 AC	100%
AREA OF DEVELOPMENT	101,469 SF	2.33 AC	38.63%
IMPERVIOUS AREA	233,548 SF	5.36 AC	88.91%
EXISTING BUILDING	24,712 SF	0.57 AC	9.41%
EXISTING CONCRETE	5,522 SF	0.13 AC	2.10%
EXISTING CANOPIES	6,150 SF	0.14 AC	2.34%
EXISTING PAVEMENT	197,164 SF	4.53 AC	75.06%
PERVIOUS AREA	29,153 SF	0.67 AC	11.10%

PROPOSED SITE DATA

SITE AREA	262,689 SF	6.03 AC	100%
IMPERVIOUS AREA	15,752 SF	0.36 AC	6.00%
PROPOSED BUILDING	17,217 SF	0.40 AC	6.55%
PROPOSED CANOPIES	3,945 SF	0.09 AC	1.50%
PROPOSED CONCRETE	2,196 SF	0.05 AC	0.84%
PROPOSED ASPHALT	9,611 SF	0.22 AC	3.66%

TOTALS (BUILD-OUT)

SITE AREA	262,689 SF	6.03 AC	100%
IMPERVIOUS AREA	231,420 SF	5.31 AC	88.10%
TOTAL BUILDING	41,929 SF	0.96 AC	15.96%
PROPOSED CANOPIES	3,945 SF	0.09 AC	1.50%
TOTAL CONCRETE	7,718 SF	0.18 AC	2.94%
EXISTING PAVEMENT TO REMAIN	168,217 SF	3.86 AC	64.04%
PROPOSED ASPHALT	9,611 SF	0.22 AC	3.66%
PERVIOUS AREA	31,269 SF	0.72 AC	11.90%
OPEN SPACE	31,269 SF	0.72 AC	11.90%
NET NEW IMPERVIOUS	-2,128 SF	-0.05 AC	-0.81%

ZONING DATA

CRITERIA	CODE	EXISTING	PROPOSED
LOT SIZE	10,000 SF	262,689	262,689 SF
LOT WIDTH	70-FT	993	993-FT
BUILDING SETBACKS			
FRONT	25-FT	219.89'	191.66'
SIDE	NA/ 15'	57.52'	15.34'
	NA/ 15'	48.44'	48.44'
REAR	NA/ 15'	228'	255.23'
LOT COVERAGE	60%	9.4%	15.96%
BUILDING HEIGHT	65-FT	NA	24'-2"
FAR	N/A	0.09	0.16

PARKING DATA

OTHER RETAIL WHICH EXCEEDS 50,000 SF
1 SP/ 250 SF 41,929 SF = 168 SPACES REQUIRED

EXISTING PARKING	392	SPACES PROVIDED
	2	ADA SPACES
	390	STANDARD SPACES
PROPOSED PARKING	347	SPACES PROVIDED
	2	ADA SPACES
	345	STANDARD SPACES

TRAFFIC STATEMENT

PER ITE, 10TH EDITION:
(943): (AUTOMOBILE PARTS & SERVICE CENTER) = 2.25 ADT PER 1,000 SF GFA
2.25 X 38.0 KSF = 86 ADDT (EXISTING)
2.25 X 55.2 KSF = 124 ADDT (PROPOSED)

DRAINAGE STATEMENT

STORMWATER TO BE COLLECTED VIA CONVENTIONAL UNDERGROUND DRAINAGE SYSTEM AND CONVEYED VIA AN EXFILTRATION TRENCH TO EXISTING PERMITTED OUTFALLL: SOUTHLAND DRIVE CONVEYANCE DITCH.

PERMITS REQUIRED

CoFP DEVELOPMENT REVIEW APPLICATION
CoFP EROSION AND SEDIMENT CONTROL
SLC RIGHT-OF-WAY
SLC STORMWATER
SLC FIRE REVIEW
FORT PIERCE UTILITIES AUTHORITY (FPUA)
SFWMD PERMIT MODIFICATION
FDEP NPDES NOI PERMIT

FLOOD ZONE

THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP #12111C0189 K, DATED FEB 19, 2020.

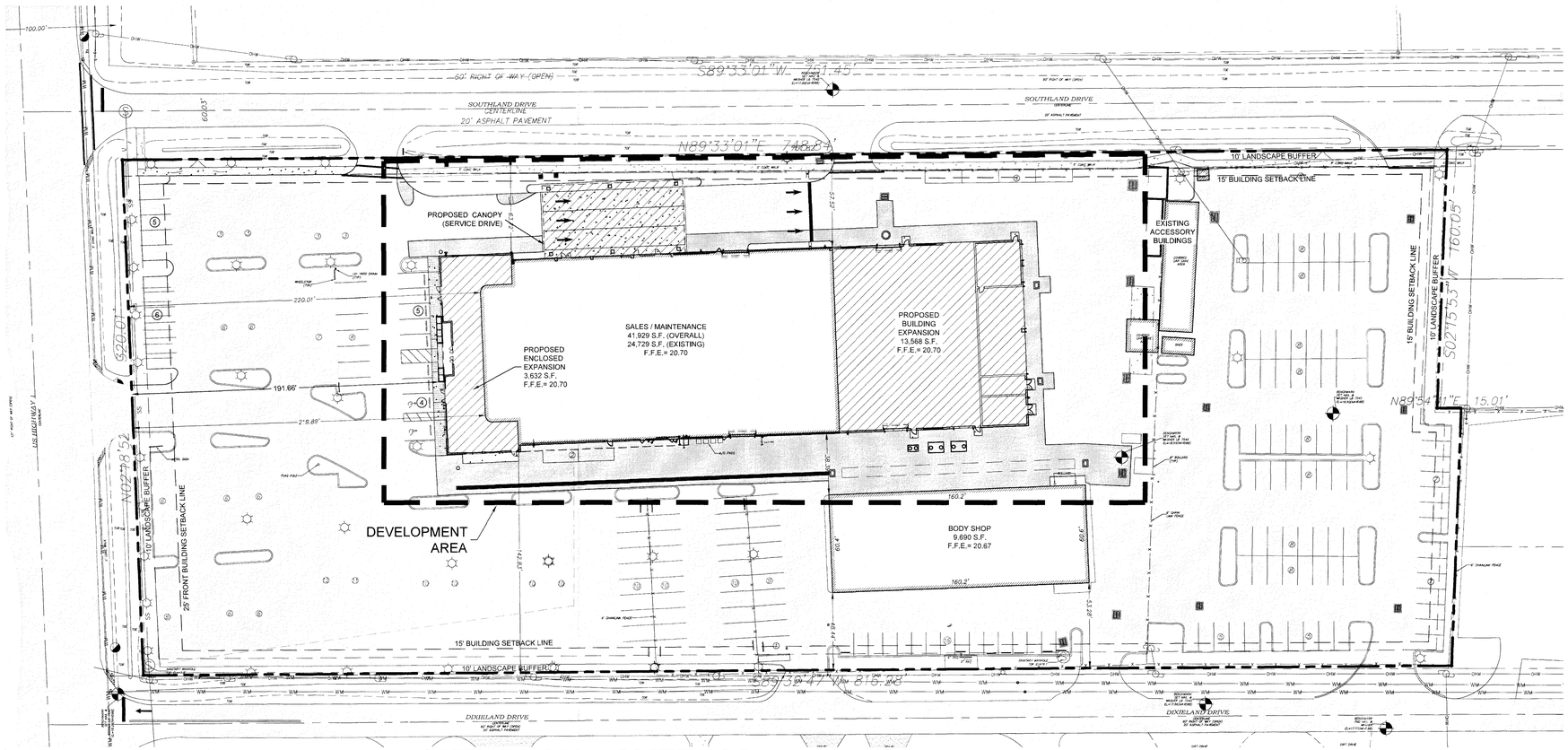
LEGAL DESCRIPTION

LOTS 1 THROUGH 18, BLOCK 1, UNRECORDED PLAT OF DIXIELAND, AS RECORDED IN DEED BOOK 152, PAGE 403 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

LOTS 1 AND 2, BLOCK 8, AND THE ADJACENT 60.00 FOOT VACATED ROAD RIGHT OF WAY AND A PORTION OF LOT 14, BLOCK B ACCORDING TO THE UNRECORDED PLAT OF DIXELAND SUBDIVISION, AS RECORDED IN DEED BOOK 152, PAGE 403, OFFICIAL RECORDS BOOK 3525, PAGE 1149 AND OFFICIAL RECORDS BOOK 3818, PAGE 325 ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING BEGIN AT THE NORTHWEST CORNER OF LOT 4, BLOCK 8 OF SAID DIXELAND SUBDIVISION; THENCE S02°15'53"W ALONG THE WEST LINE OF LOTS 4 AND 3, BLOCK 8 A DISTANCE OF 160.05 FEET TO THE SOUTH LINE OF SAID LOT 3, BLOCK 8; THENCE N89°54'41"E ALONG SAID SOUTH LINE A DISTANCE OF 190.60 FEET; THENCE S02°06'45"W A DISTANCE OF 159.93 FEET TO THE NORTH RIGHT OF WAY LINE OF DIXELAND DRIVE (A 60.00 FOOT WIDE RIGHT OF WAY); THENCE S89°53'35"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 176.80; THENCE S89° 32'47"W CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 816.26 FEET TO THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 1 (A 121 FOOT WIDE RIGHT OF WAY); THENCE N02°18'52"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 320.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTHLAND DRIVE (A 60 FOOT WIDE RIGHT OF WAY); THENCE N89°33'01"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 748.84 FEET TO THE POINT OF BEGINNING.
CONTAINS 6.68 ACRES MORE OR LESS.



SITE PLAN - OVERALL

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

- EXISTING CONCRETE
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED BUILDING

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

NO.	DATE	REVISIONS
1	05-02-2022	TRC COMMENTS
2		
3		
4		
5		
6		
7		
8		

JOB NO. 20-0424
DESIGNED WFP
DRAWN GWR
DATE MARCH 2022
CHECKED AJB
DATE ISSUED 5/11/2022

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
MELBOURNE FL - PH (321) 253-1510
FT PIERCE FL - PH (772) 467-3550

SITE PLAN - OVERALL

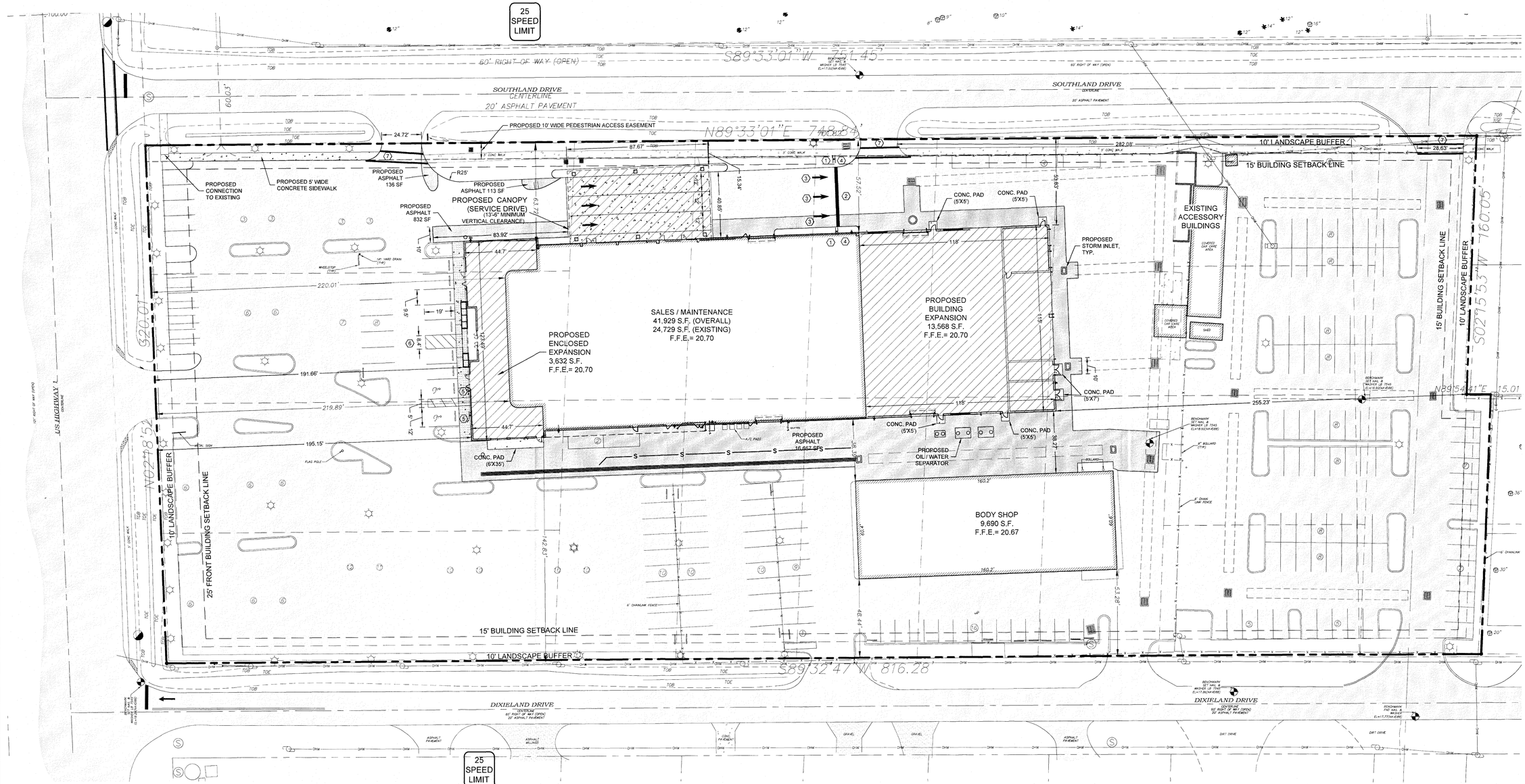
BEV SMITH TOYOTA
CITY OF FORT PIERCE FLORIDA

AARON J. BOWLES LICENSE No. 55313 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON J. BOWLES FL. P.E. #55313 5/11/22

SHEET
C4

20-0424

C:\CIVIL CAD\USER DWNC\2020\20-0424 Bev Smith Toyota\PWD\20-0424 C4 OVERALL SITE PLAN.dwg 5/11/2022 11:47 AM



SITE PLAN

SCALE: 1" = 30'

GRAPHIC SCALE
0 30 60
(IN FEET)
1 inch = 30 ft.

LEGEND

- EXISTING CONCRETE
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED BUILDING

SIGNAGE & PAVEMENT MARKING SCHEDULE

SIGN ID NUMBER	SIZE	DESIGNATION / NOTES
(1)	30"	R1-1 "STOP" SIGN
(2)	24"	SOLID WHITE STOP BAR
(3)		PAVEMENT MARKINGS PER FDOT INDEX #711-001
(4)		R5-1 "DO NOT ENTER" SIGN
(5)	12"	FTP-20-06 HC PARKING SIGN. SEE DETAIL SHEET C12
(6)		4" WHITE GORE STRIPING, 4' O.C.
(7)		5' WIDE CROSS WALK W / 12" SOLID WHITE STRIPES

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

	DATE	REVISIONS
1	05-02-2022	TRC COMMENTS
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3	–	–
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6	–	–
7	–	–
8	–	–

JOB NO.	20-0424
DESIGNED	WFP
DRAWN	GWR
DATE	MARCH 2022
CHECKED	AJB
DATE ISSUED	5/11/2022

MBV ENGINEERING, INC.
MOJA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1400 20TH STREET, SUITE 201
VERO BEACH, FL 32960
PH. (772) 778-7550
FX. (772) 778-3417
TREASURE EL. PH (727) 330-9100
FT. PIERCE, FL. PH (772) 468-9555

SITE PLAN

BEV SMITH TOYOTA

CITY OF FORT PIERCE FLORIDA

AARON J. BOWLES LICENSE No. 55313 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON J. BOWLES
FL. P.E. #55313 5/11/22

SHEET
C5

20-0424

CAUTION: ON HARD COPY PLOTS SCALE DRAWING AS NEEDED
G:\MOJA_ON HARD DRIVE\2020\20-0424\3 Rev Prints\REVISION\20-0424 C5 SITE PLAN.dwg 5/11/2022 11:47 AM GREGG

PAVING, GRADING AND DRAINAGE PLAN

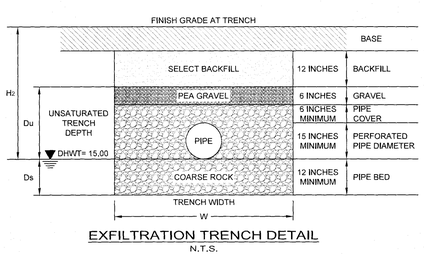
SCALE: 1" = 30'

GRAPHIC SCALE
0 30 60
(IN FEET)
1 inch = 30 ft.

LEGEND

- EXISTING CONCRETE
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED BUILDING
- PROPOSED DIRECTION OF STORMWATER FLOW
- EXISTING ELEVATION (×18.27)
- PROPOSED ELEVATION (20.00)

NOTES:
1. BUILDING TO DISCHARGE STORMWATER TO STORM SYSTEM.
2. PRESENCE OF GROUNDWATER ANTICIPATED.



EXFILTRATION TRENCH DETAIL
N.T.S.

72 HOURS BEFORE DIGGING
CALL TOLL FREE 811
Know what's below. Call before you dig.

DRAINAGE STRUCTURE SCHEDULE (EXISTING)

STRUCTURE NUMBER	CATCH BASIN #1	CATCH BASIN #2	CATCH BASIN #3	CATCH BASIN #4	CATCH BASIN #5	CATCH BASIN #6	CATCH BASIN #1a	CATCH BASIN #7	CATCH BASIN #8	CATCH BASIN #9	CATCH BASIN #10	CATCH BASIN #13	CATCH BASIN #19	CATCH BASIN #20	STRUCTURE NUMBER
FDOT INDEX #	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	# 425-052	FDOT INDEX #
DESCRIPTION	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "D" DITCH BOTTOM INLET	TYPE "D" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	TYPE "C" DITCH BOTTOM INLET	DESCRIPTION
RIM ELEV.	18.51	18.51	18.48	18.54	18.54	18.50	18.02	18.02	17.92	18.99	18.76	19.46	19.06	19.03	RIM ELEV.
PIPE DIA.	18.00	18.00	18.00	18.00	18.00	18.00	15.00	15.00	15.00	15.00	15.00	18.00	15.00	15.00	PIPE DIA.
COVER	0.91	2.97	2.95	2.95	2.84	3.00	0.52	1.63	1.52	1.94	2.82	2.98	2.74	2.69	COVER
INVERT ELEVATION N	16.1 N	13.98 N	-	-	-	14. N	16.25 N	15.1 N	15.15 N	14.94 N	14.69 N		15.07 N	15.09 N	N
INVERT ELEVATION S	13.95 S	14.01 S	-	-	-	-	15.20 S	-	15.08 S	15.22 S	14.69 S	14.98 S	14.66 S		S
INVERT ELEVATION E	13.99 E	14.04 E	-	-	14.20 E	14.00 E		15.14 E			14.69 E	-	-	-	E
INVERT ELEVATION W	-	-	14.03 W	14.09 W	14.10 W	-	14.86 W	-	14.79 W	15.80 W	-	-	-	-	W
BOTTOM ELEV.	13.43	13.48	13.53	13.59	13.60	13.50	14.36	14.60	14.29	14.44	14.19	14.48	14.16	14.59	BOTTOM ELEV.

DRAINAGE STRUCTURE SCHEDULE (EXISTING)

DRAINAGE STRUCTURE SCHEDULE

STRUCTURE NUMBER	DS-5	DS-6	DS-7	DS-8	DS-9	STRUCTURE NUMBER
FDOT INDEX #	# 425-001	# 425-053	# 425-053	# 425-053	# 425-053	FDOT INDEX #
DESCRIPTION	STORM MH (4' DIA.)	TYPE "F" DITCH BOTTOM INLET	TYPE "F" DITCH BOTTOM INLET	TYPE "F" DITCH BOTTOM INLET	TYPE "F" DITCH BOTTOM INLET	DESCRIPTION
RIM ELEV.	20.55	19.80	19.20	20.60	20.60	RIM ELEV.
PIPE DIA.	12.00 "	15.00 "	15.00 "	15.00 "	15.00 "	PIPE DIA.
COVER	4.55 '	0.25 '	1.55 '	4.60 '	3.85 '	COVER
INVERT ELEVATION N	14.80 N	16.70 N	-	-	-	N
INVERT ELEVATION S	-	-	-	-	-	S
INVERT ELEVATION E	15.00 E	16.60 E	16.25 E	14.75 E	15.50 E	E
INVERT ELEVATION W	15.00 W	18.30 W	16.40 W	-	-	W
BOTTOM ELEV.	14.30	16.10	15.75	14.25	15.00	BOTTOM ELEV.

DRAINAGE STRUCTURE SCHEDULE

	DATE
8	–
7	–
6	–
5	–
4	–
3	–
2	–
1	TRC COMMENTS 05-02-2022
△	REVISIONS

JOB NO.	20-0424
DESIGNED	WFP
DRAWN	GWR
DATE	MARCH 2022
CHECKED	AJB
DATE ISSUED	5/11/2022

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
2000 PGA BLVD, SUITE 4440
VERO BEACH, FL 32960
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FX. (772) 778-3617
FORT PIERCE, FL - PH (772) 242-2100
FT. PIERCE, FL - PH (772) 468-5105

PAVING, GRADING AND DRAINAGE PLAN

BEV SMITH TOYOTA

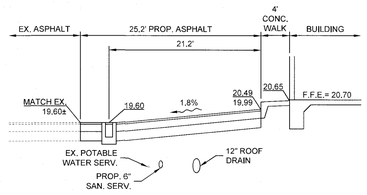
CITY OF FORT PIERCE FLORIDA

AARON J. BOWLES LICENSE No. 55313 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON J. BOWLES
FL. P.E. #55313 5/11/22

SHEET
C6

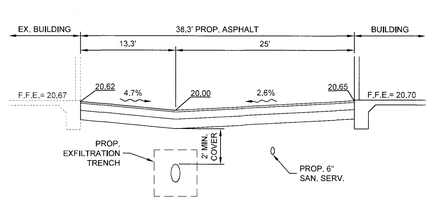
20-0424

C:\DEB_ON HARD DRIVE\2020\20-0424\Dwg Bev Smith Toyota\PERMIT\20-0424 C6 PDP PLAN.dwg 5/11/2022 11:48 AM deb



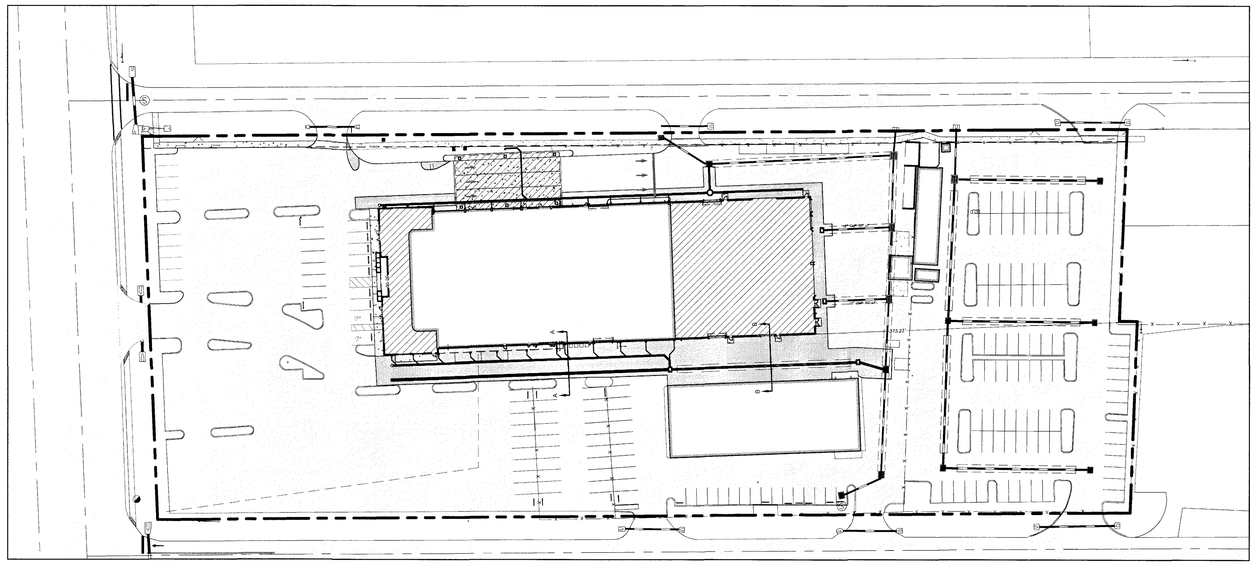
SECTION A-A

N.T.S.



SECTION B-B

N.T.S.



KEY MAP

N.T.S.

72 HOURS BEFORE DIGGING
CALL TOLL FREE 811
Know what's below. Call before you dig.

© MBV, ON HARD DRIVE:2020\20-0424 Bev Smith Toyota\DWG\20-0424 C5 PROP PLAN.dwg 5/11/2022 11:48 AM GREGG

	DATE
1. TRC COMMENTS	05-02-2022
2. –	–
3. –	–
4. –	–
5. –	–
6. –	–
7. –	–
8. –	–

REVISIONS

JOB NO.	20-0424
DESIGNED	WFP
DRAWN	GWR
DATE	MARCH 2022
CHECKED	AJB
DATE ISSUED	5/11/2022

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
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WWW.MBVENG.COM
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FT PIERCE FL - PH (772) 460-9555

CROSS SECTIONS

BEV SMITH TOYOTA

CITY OF FORT PIERCE FLORIDA

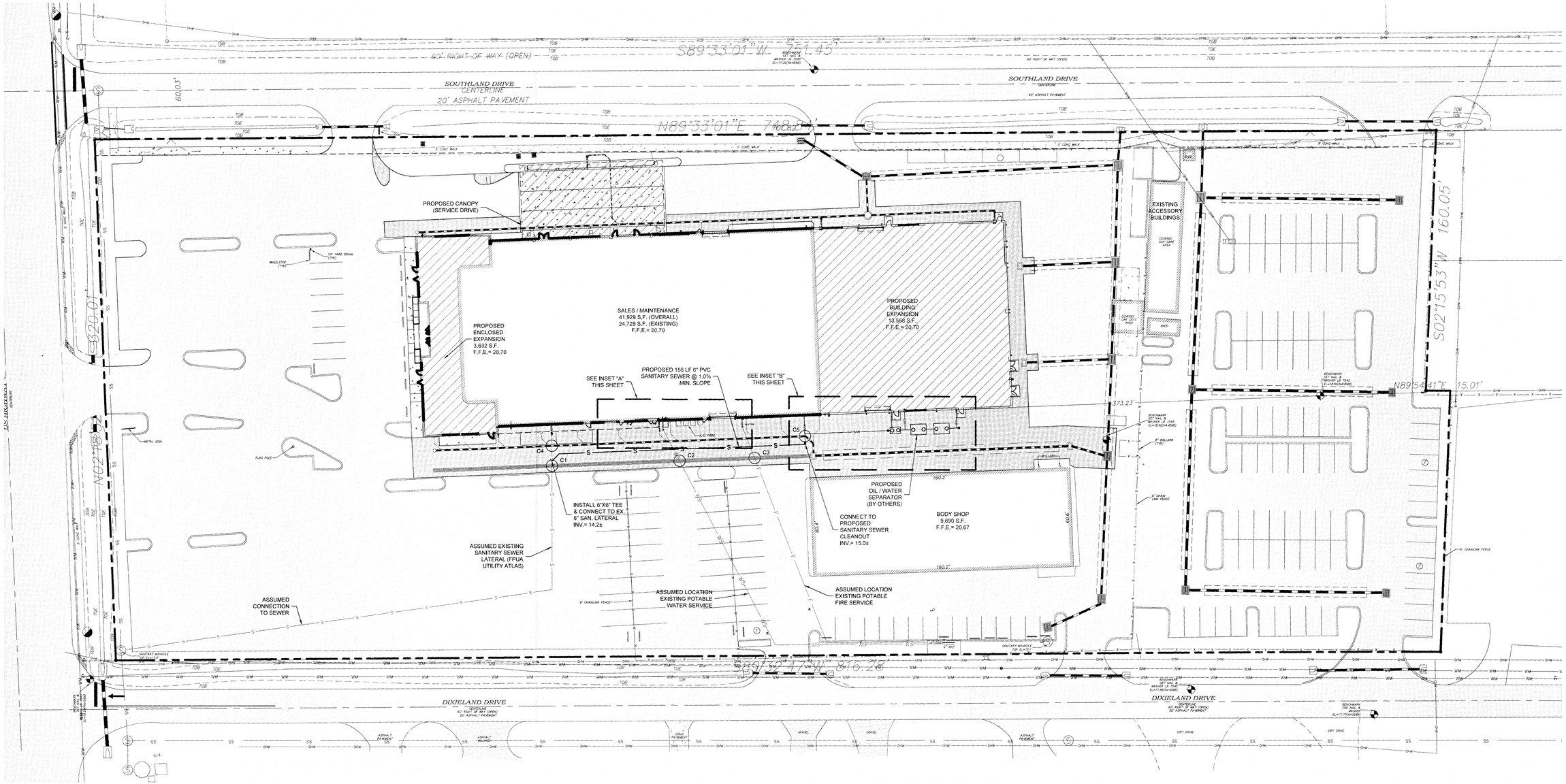
AARON J. BOWLES LICENSE No. 55313 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON J. BOWLES
FL P.E. #55313 5/11/22

SHEET

C7

20-0424



UTILITY PLAN

SCALE: 1" = 30'

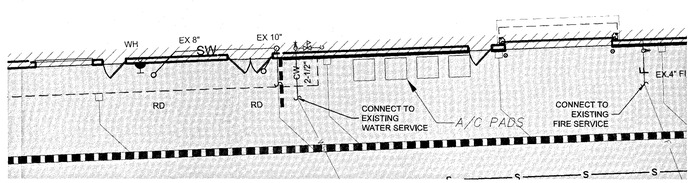
GRAPHIC SCALE
0 30 60
(IN FEET)
1 inch = 30 ft.

LEGEND

- EXISTING CONCRETE
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED BUILDING

CONFLICT TABLE

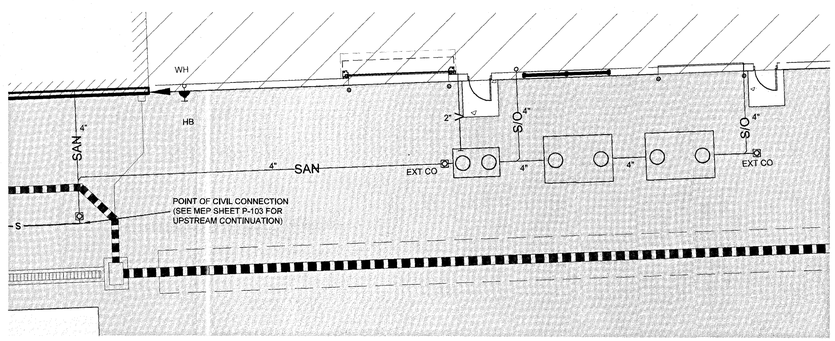
CONFLICT NUMBER		C1	C2	C3	C4	C5	C6	C7	C8
	GROUND ELEVATION	22.9'	23.0'	22.9'	22.9'	22.9'	22.9'	22.9'	23.0'
	COVER (UPPER)	21.5'	22.3'	21.2'	22.2'	20.5'	21.2'	22.2'	21.3'
Upper Pipe	PIPE SIZE	15"	8"	18"	8"	24"	18"	8"	18"
	MATERIAL	ST (ADS)	WTR(PVC)	ST (ADS)	WTR(PVC)	ST (ADS)	ST (ADS)	WTR(PVC)	ST (ADS)
	INV. ELEV								
	WALL THICKNESS	1.50"	0.32"	2.00"	0.32"	4.00"	2.00"	0.32"	2.00"
	BOTT. OF PIPE	-0.1'	0.0'	-0.2'	0.0'	-0.3'	-0.2'	0.0'	-0.2'
	SEPARATION	-0.8'	-0.7'	-0.9'	-3.3'	-1.0'	-0.9'	-0.7'	-0.9'
	COVER (LOWER)	22.2'	22.3'	22.2'	19.7'	22.2'	22.2'	22.2'	22.3'
	TOP OF PIPE	0.7'	0.7'	0.7'	3.3'	0.7'	0.7'	0.7'	0.7'
Lower Pipe	OBV. ELEV.	0.7'	0.7'	0.7'	3.0'	0.7'	0.7'	0.7'	0.7'
	PIPE SIZE	8"	8"	8"	36"	8"	8"	8"	8"
	MATERIAL	WTR(PVC)	SS(PVC)	WTR(PVC)	ST (ADS)	WTR(PVC)	SS(PVC)	SS(PVC)	WTR(PVC)
	INV. ELEV								
	WALL THICKNESS	0.32"	0.32"	0.32"	3.00"	0.32"	0.32"	0.32"	0.32"



INSET "A"

SCALE: 1" = 10'

GRAPHIC SCALE
0 10 20
(IN FEET)
1 inch = 10 ft.



INSET "B"

SCALE: 1" = 10'

GRAPHIC SCALE
0 10 20
(IN FEET)
1 inch = 10 ft.

72 HOURS BEFORE DIGGING
CALL TOLL FREE
811
Know what's below.
Call before you dig.

©DNL ON 1HRD ERIVS:20220324-Bev Smith Toyota\ERIVS\20220424 C3 UTILITY PLAN.dwg 5/11/2022 11:49 AM GREGG

NO.	REVISIONS	DATE
8	-	-
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	TRC COMMENTS	05-02-2022

JOB NO.	20-0424
DESIGNED	WFP
DRAWN	GWR
DATE	MARCH 2022
CHECKED	AJB
DATE ISSUED	5/11/2022

MBV ENGINEERING, INC.
MOJA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
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FORT PIERCE, FL 34950
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WWW.MBVENGINEERING.COM
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FT PIERCE FL - PH (772) 336-0033

UTILITY PLAN

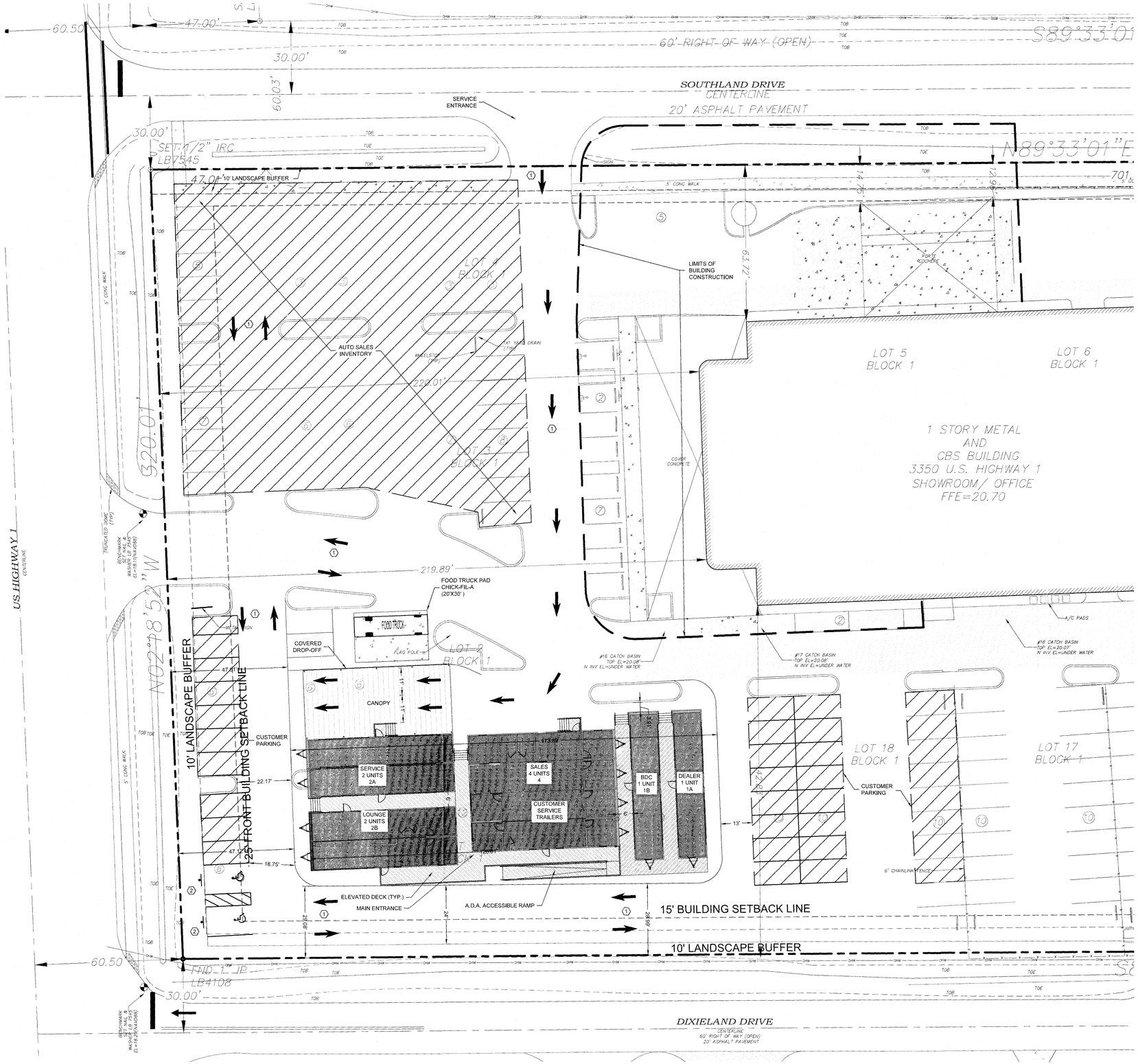
BEV SMITH TOYOTA

CITY OF FORT PIERCE FLORIDA

AARON J. BOWLES
LICENSE
No. 55313
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
AARON J. BOWLES
FL P.E. #55313 5/11/22

SHEET
C8

20-0424



SIGNAGE & PAVEMENT MARKING SCHEDULE		
SIGN ID NUMBER	SIZE	DESIGNATION / NOTES
1		PAVEMENT MARKINGS PER FDOT INDEX #711-001
2	12"	FTP-20-06 HC PARKING SIGN, SEE DETAIL SHEET C12

NOTES

1. TRAILERS TO REMAIN THROUGH CERTIFICATE OF OCCUPANCY OF PROJECT (APPROXIMATELY 1 YEAR).
2. CONNECT TO TEMPORARY POWER.
3. COINNECT TO TEMPORARY WATER SERVICE ON-SITE.
4. CONNECTO TO SEWER AT EXISTING MANHOLE.

LEGEND

- EXISTING CONCRETE
- EXISTING ASPHALT
- PROPOSED TRAILER
- PROPOSED TEMPORARY DECK
- PROPOSED CONCRETE

TEMPORARY SERVICE TRAILER EXHIBIT

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

REVISIONS	DATE
1 TRC COMMENTS	05-02-2022
2 –	–
3 –	–
4 –	–
5 –	–
6 –	–
7 –	–
8 –	–

JOB NO.	20-0424
DESIGNED	WFP
DRAWN	GMR
DATE	MARCH 2022
CHECKED	AJB
DATE ISSUED	5/11/2022

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PH (772) 468-5016
FX (772) 778-3447

TEMPORARY SERVICE TRAILER EXHIBIT

BEV SMITH TOYOTA

CITY OF FORT PIERCE FLORIDA

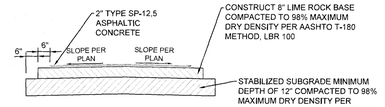
AARON J. BOWLES LICENSE No. 55313 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON J. BOWLES
FL. P.E. #55313 5/11/22

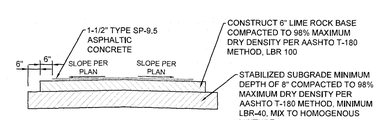
SHEET
C9

20-0424

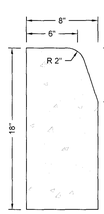
C:\CIVIL ON HARD DRIVE\2020\20-0424 Bev Smith Toyota\DWG\20-0424 C9 SALES TRAILERS.dwg 5/11/2022 9:48 AM



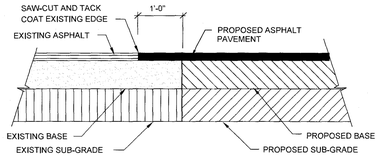
HEAVY DUTY
FLEXIBLE PAVEMENT DETAIL
N.T.S.



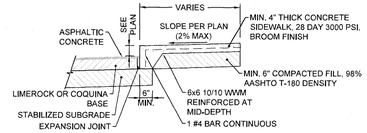
REGULAR DUTY
FLEXIBLE PAVEMENT DETAIL
N.T.S.



FDOT TYPE 'D' CURB DETAIL
N.T.S.

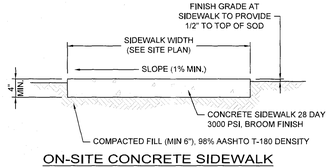


PAVEMENT SAW-CUT AND
BUTT JOINT DETAIL
N.T.S.

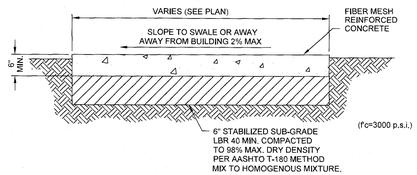


1. CONTRACTOR TO PROVIDE HAND TOOLED TRANSVERSE AND LONGITUDINAL CONTRACTION JOINTS @ 5'-0" O.C. MAX, 3/8" EXPANSION JOINTS @ 25'-0" O.C. MAX.
2. IN LIEU OF WELDED WIRE FABRIC, FIBER MESH CONCRETE MAY BE USED.
3. FINISH EDGE OF SIDEWALK WITH EDGING TOOL HAVING A RADIUS OF 1/2".

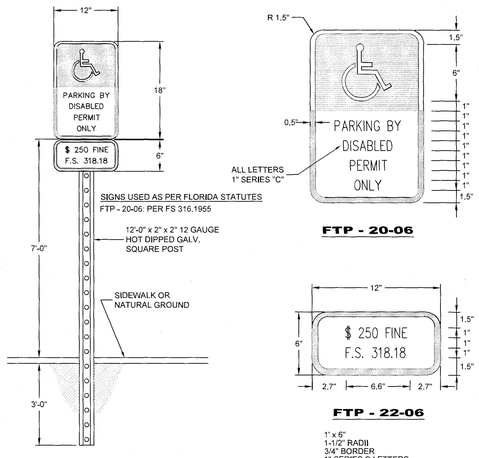
CONCRETE SIDEWALK ADJACENT TO
PAVEMENT DETAIL
N.T.S.



ON-SITE CONCRETE SIDEWALK
DETAIL
N.T.S.



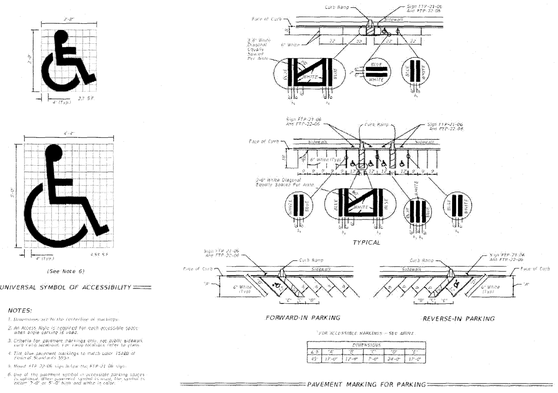
OFF-SITE CONCRETE SIDEWALK
DETAIL
N.T.S.



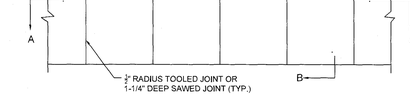
1" x 6"
1-1/2" RADII
3/4" BORDER
1" SERIES C LETTERS
WHITE BACKGROUND
BLACK LEGEND & BORDER

GENERAL NOTES
1. TOP PORTION OF FTP-20-06 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION OF FTP-20-06 SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. THE SIGN SHALL BE PLACED A MINIMUM OF 3' FROM THE WHEEL STOP OR THE BACK OF CURB (WHERE APPLICABLE).

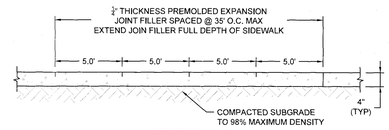
HANDICAPPED SIGN DETAIL
N.T.S.



HANDICAPPED PAVEMENT MARKING DETAIL
N.T.S.

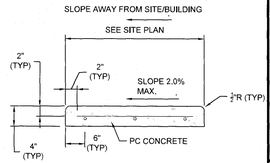


PLAN VIEW



SECTION A-A

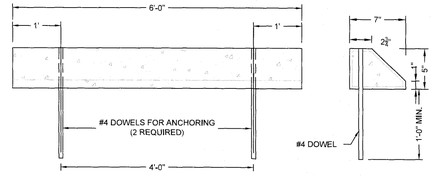
NOTE:
WHERE REQUIRED REINFORCEMENT WILL BE No. 3 BARS 24" O.C. EACH WAY MAX. SPACING, OR 6 x 6 - W1.4 X W1.4 WWF



SECTION B-B

NOTE:
SLOPE SIDEWALK AS INDICATED AWAY FROM SITE/BUILDING

CONCRETE SIDEWALK DETAIL
N.T.S.



PRE-CAST CONCRETE WHEEL STOP DETAIL
N.T.S.

REVISIONS	DATE
1 TRC COMMENTS	05-02-2022
2	
3	
4	
5	
6	
7	
8	

JOB NO.	20-0424
DESIGNED	WFP
DRAWN	GMR
DATE	MARCH 2022
CHECKED	AJB
DATE ISSUED	5/11/2022

MBV ENGINEERING, INC.
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CONSULTING ENGINEERING CA #3728
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FT PIERCE, FL - PH (772) 466-3005
1855 - 20TH STREET
VERO BEACH, FL 32960
PH: (772) 567-0231
FX: (772) 778-3417

GENERAL DETAILS

BEV SMITH TOYOTA
CITY OF FORT PIERCE FLORIDA

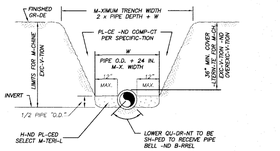
AARON J. BOWLES
LICENSE
No. 55313
STATE OF FLORIDA
PROFESSIONAL ENGINEER

AARON J. BOWLES
FL. P.E. #55313 5/11/22

SHEET
C10

20-0424

C:\CIVIL ON HARD DRIVE\2020\20-0424 Bev Smith Toyota\DWG\20-0424-C1 DTAILS.dwg 5/11/2022 9:57 AM

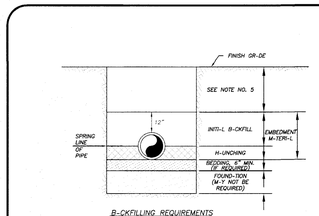


NOTES:

1) THE CONTR-CTOR SH-LL COMPLY WITH REQUIREMENTS OF THE FLORID- TRENCH S-FETY -CT.
2) BEDDING IS REQUIRED PRIM-RILY TO BRING THE TRENCH BOTTOM UP TO GR-DE. BEDDING M-TERI-LS SH-LL PROVIDE - UNIFORM -ND -VEDU-TE LONGITUDIN-L SUPPORT UNDER THE PIPE.
3) INITI-L B-CKFILL SH-LL BE H-ND PL-CED TO 12" -BOVE THE PIPE. B-CKFILL SH-LL BE MECH-NIC-LLY T-MPED TO - MINIMUM OF 100% OF M-X. DENSITY -S DETERMINED BY -SHTO METHOD T-99.

TYPIC-L TRENCH DET-IL
N.T.S.

TYPICAL TRENCH DETAILS	M-1
2018 RPM PLACEMENT	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES -UTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
DATE ISSUED 5/11/2022	

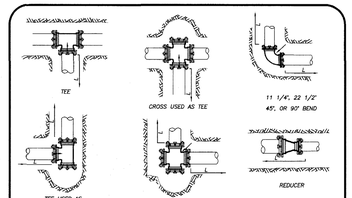


B-CKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERT-IN SOIL CONDITIONS - FOUND-TION M-Y BE REQUIRED.
2) BEDDING IS REQUIRED PRIM-RILY TO BRING THE TRENCH BOTTOM UP TO GR-DE. BEDDING M-TERI-LS SH-LL PROVIDE - UNIFORM -ND -VEDU-TE LONGITUDIN-L SUPPORT UNDER THE PIPE.
3) H-UNCHING M-TERI-L SH-LL BE H-ND PL-CED TO THE SPRINGLINE OF THE PIPE. M-TERI-L SH-LL BE CONSOLID-TED UNDER THE PIPE -ND H-ND T-MPED TO PROVIDE -VEDU-TE SIDE SUPPORT.
4) INITI-L B-CKFILL M-TERI-L SH-LL BE H-ND PL-CED TO 12" -BOVE THE TOP OF PIPE. THE SOIL SH-LL BE COMP-CTED TO 100% M-X. DENSITY.(-SHTO T-99)
5) B-CKFILL SH-LL BE COMP-CTED TO 100% OF M-X. DENSITY -S PER -SHTO T-99. 10' - POINT 35" BELOW PROPOSED PROFILE GR-DE OR EXISTING GR-DE, THE FIN-L 35" OF B-CKFILL SH-LL BE COMP-CTED TO 98% OF M-X. DENSITY -S PER -SHTO T-180.
6) DENSITY TEST SH-LL BE PERFORMED; -T -RE-S DETERMINED BY THE UTILITIES ENGINEER OR PERMIT -GENCY H-VING JURISDICTION, -T THE CONTR-CTORS EXPENSE.
7) CONTR-CTOR TO COMPLY WITH -LL FEDER-L ST-TE -ND LOC-L TRENCH S-FETY REGUL-TIONS.

BACKFILLING REQUIREMENTS	M-2
02-06 NOTES	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES -UTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
DATE ISSUED 5/11/2022	



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

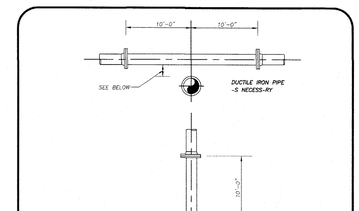
MECHANICAL JOINT ANCHORING REQUIREMENTS	M-3
2018 HORIZONTAL	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES -UTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
DATE ISSUED 5/11/2022	

MECH-NIC-L JOINT RESTR-INT NOTES

NOTES:

1) THE ENGINEER SH-LL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTR-INED B-SED UPON THE PROJECT -RE- SOIL TYPE, PROPOSED TRENCH CONDITIONS -ND DEPTH, PRESSURE OF 150 PSI, -ND - S-FETY F-CTOR OF TWO (2). DR-WING OF EVERY TYPIC-L FITTING -SSEMBLY WITHIN THE PROJECT SH-LL BE SUBMITTED WHICH REFLECTS THE RESTR-INT DET-IL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTR-INT.
2) REQUIRED RESTR-INED LENGTH C-CUL-TIONS SH-LL -LSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS TH-T WILL BE LOC-TED WITHIN THE C-CUL-TED RESTR-INED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.
3) EVERY JOINT OR FITTING MUST BE RESTR-INED ON BOTH SIDES OF THE BEND -ND FOR TEES -LONG THE BEND -LSO.

MECHANICAL JOINT RESTRAINT NOTES	M-4
02-06 REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES -UTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
DATE ISSUED 5/11/2022	

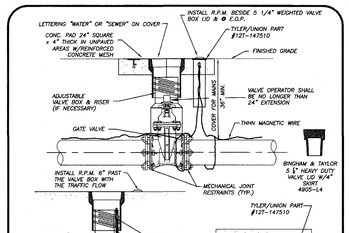


NOTE:

PLE-SE REFER TO FORT PIERCE UTILITIES ST-ND-RD SEP-R-TION ST-TEMENT FOR W-TER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.

UTILITY CROSSING DETAIL	M-5
02-06 REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES -UTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
DATE ISSUED 5/11/2022	



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

TYPICAL GATE VALVE & VALVE BOX DETAIL	M-6
2018 RPM PLACEMENT	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
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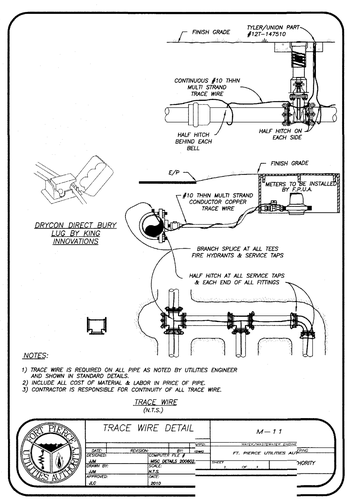
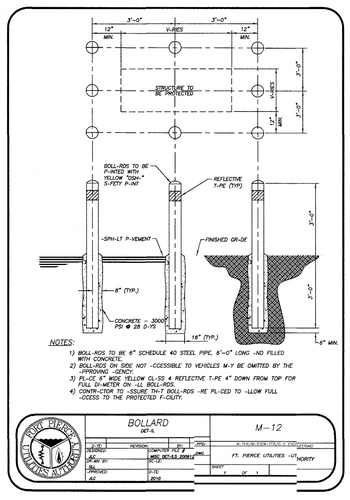


NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
N.T.S.

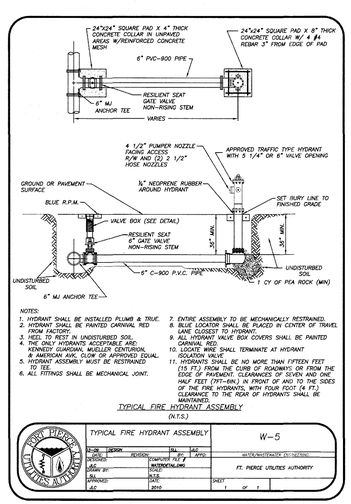
TRACE WIRE DETAIL	M-11
02-06 CONCRETE SLAB REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
DATE ISSUED 5/11/2022	



NOTES:

1) BOLL-RDS TO BE 6" SCHEDULE 40 STEEL PIPE, 6'-0" LONG -ND FILLED WITH CONCRETE.
2) BOLL-RDS ON SIDE NOT -CCESSIBLE TO VEHICLES M-Y BE OMITTED BY THE -PPROVING -GENCY.
3) PL-CE 6" WIDE YELLOW CL-SS A REFLECTIVE T-PE 4" DOWN FROM TOP FOR FULL DI-METER ON -LL BOLL-RDS.
4) CONTR-CTOR TO -SSURE TH-T BOLL-RDS -RE PL-CED TO -LLOW FULL -CCESS TO THE PROTECTED F-CILITY.

BOLLARD DET-IL	M-12
02-06 REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES -UTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
DATE ISSUED 5/11/2022	



NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: KENNEDY GUARDIAN, MUELLER CENTURIAN, & AMERICAN AVK, CLOW OR APPROVED EQUAL.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT.-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCES TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

TYPICAL FIRE HYDRANT ASSEMBLY	W-5
02-06 DESIGN REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
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CHECKED AJB	
DATE MARCH 2022	
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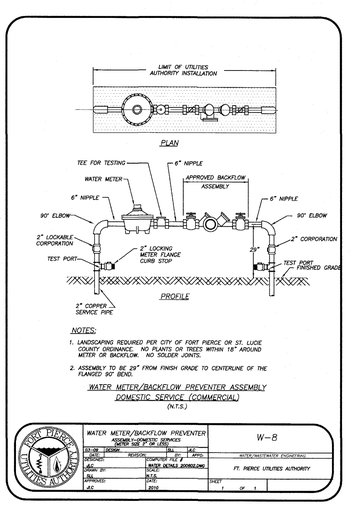

NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

WATER METER/BACKFLOW PREVENTER ASSEMBLY DOMESTIC SERVICE (COMMERCIAL)	W-8
02-06 REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
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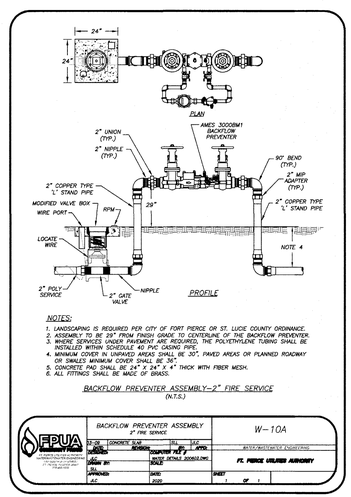

NOTES:

1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE BACKFLOW PREVENTER.
3. ALL PIPING SHALL BE INSTALLED USING PRESSED-IN BOOTS OR CONCRETE MANHOLE ADAPTERS (ONLY).
4. INSTALLED WITH SCHEDULE 40 PVC CASING PIPE.
5. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", PAVED AREAS OR PLANNED ROADWAY OR SWALES MINIMUM COVER SHALL BE 36".
6. CONCRETE PAD SHALL BE 24" X 24" X 4" THICK WITH FIBER MESH.
7. ALL FITTINGS SHALL BE MADE OF BRASS.

BACKFLOW PREVENTER ASSEMBLY-2" FIRE SERVICE
(N.T.S.)

BACKFLOW PREVENTER ASSEMBLY 2" FIRE SERVICE	W-10A
02-06 CONCRETE SLAB REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
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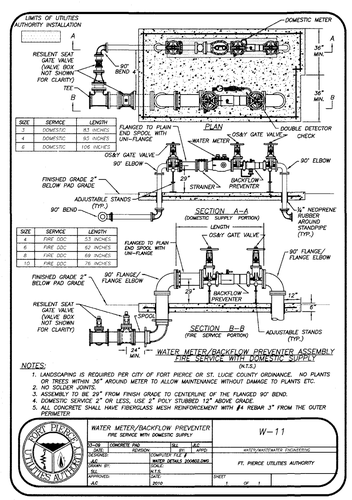

SIZE	SERVICE	LENGTH
3	DOMESTIC	83 INCHES
4	DOMESTIC	93 INCHES
6	DOMESTIC	106 INCHES

SIZE	SERVICE	LENGTH
4	FIRE SVC	53 INCHES
6	FIRE SVC	62 INCHES
8	FIRE SVC	69 INCHES
10	FIRE SVC	76 INCHES

NOTES:

1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 36" AROUND METER TO ALLOW MAINTENANCE WITHOUT DAMAGE TO PLANTS ETC.
2. NO SOLDER JOINTS.
3. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.
4. DOMESTIC SERVICE 2" OR LESS, USE 2" POLY STUBBED 12" ABOVE GRADE.
5. ALL CONCRETE SHALL HAVE FIBERGLASS MESH REINFORCEMENT WITH #4 REBAR 3" FROM THE OUTER PERIMETER

WATER METER/BACKFLOW PREVENTER FIRE SERVICE WITH DOMESTIC SUPPLY	W-11
02-06 CONCRETE SLAB REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
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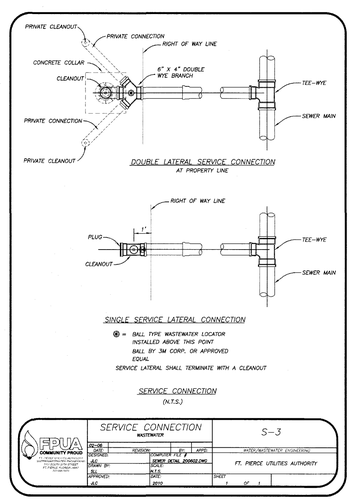

SERVICE CONNECTION
(N.T.S.)

SERVICE CONNECTION WASTEWATER	S-3
02-06 REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
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DATE MARCH 2022	
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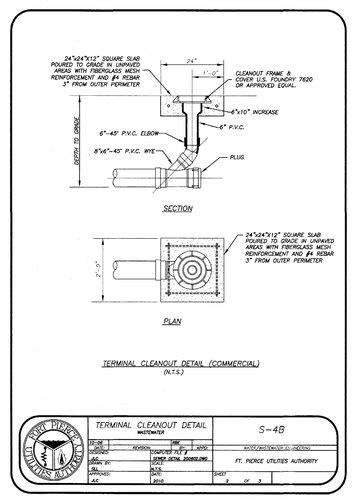

TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

TERMINAL CLEANOUT DETAIL WASTEWATER	S-4B
02-06 REVISION	W-TER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
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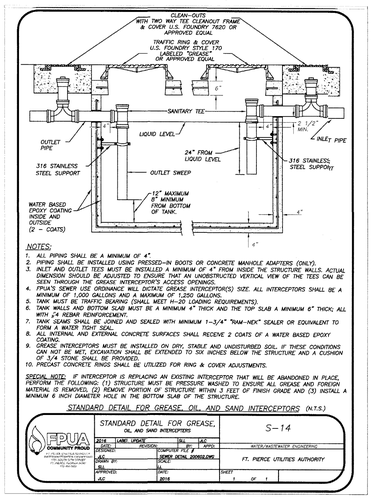

NOTES:

1. ALL PIPING SHALL BE A MINIMUM OF 4".
2. PIPING SHALL BE INSTALLED USING PRESSED-IN BOOTS OR CONCRETE MANHOLE ADAPTERS (ONLY).
3. INLET AND OUTLET TEES MUST BE INSTALLED A MINIMUM OF 4" FROM INSIDE THE STRUCTURE WALLS. ACTUAL DIMENSION SHOULD BE ADJUSTED TO ENSURE THAT AN UNOBSTRUCTED VERTICAL VIEW OF THE TEES CAN BE SEEN THROUGH THE GREASE INTERCEPTOR'S ACCESS OPENINGS.
4. FPUA'S SEWER USE ORDINANCE WILL DICTATE GREASE INTERCEPTOR(S) SIZE. ALL INTERCEPTORS SHALL BE A MINIMUM OF 1,000 GALLONS AND A MAXIMUM OF 1,250 GALLONS.
5. TANK MUST BE TRAFFIC BEARING (SHALL MEET H-20 LOADING REQUIREMENTS).
6. TANK WALLS AND BOTTOM SLAB MUST BE A MINIMUM 4" THICK AND THE TOP SLAB A MINIMUM 6" THICK; ALL WITH #4 REBAR REINFORCEMENT.
7. TANK SEAMS SHALL BE JOINED AND SEALED WITH MINIMUM 1-3/4" "RAM-NEK" SEALER OR EQUIVALENT TO ENSURE A WATER TIGHT SEAL.
8. ALL INTERNAL AND EXTERNAL CONCRETE SURFACES SHALL RECEIVE 2 COATS OF A WATER BASED EPOXY COATING.
9. GREASE INTERCEPTORS MUST BE INSTALLED ON FIRM, STABLE AND UNDISTURBED SOIL. IF THESE CONDITIONS CAN NOT BE MET, EXCAVATION SHALL BE EXTENDED TO SIX INCHES BELOW THE STRUCTURE AND A CUSHION OF 3/4 STONE SHALL BE PROVIDED.
10. PRECAST CONCRETE RINGS SHALL BE UTILIZED FOR RING & COVER ADJUSTMENTS.

SPECIAL NOTE: IF INTERCEPTOR IS REPLACING AN EXISTING INTERCEPTOR THAT WILL BE ABANDONED IN PLACE, THE FOLLOWING TO APPLY: STRUCTURE MUST BE PRESSURE WASHED TO ENSURE ALL GREASE AND FOREIGN MATERIAL IS REMOVED, (2) REMOVE PORTION OF STRUCTURE WITHIN 3 FEET OF FINISH GRADE AND (3) INSTALL A MINIMUM 6 INCH DIAMETER HOLE IN THE BOTTOM SLAB OF THE STRUCTURE.

STANDARD DETAIL FOR GREASE, OIL AND SAND INTERCEPTORS (N.T.S.)

STANDARD DETAIL FOR GREASE, OIL AND SAND INTERCEPTORS	S-14
2018 LAND USE/ZONE REVISION	WATER/WASTEWATER ENGINEERING
JOB NO. 20-0424	FT. PIERCE UTILITIES AUTHORITY
DESIGNED WFP	
DRAWN GWR	
CHECKED AJB	
DATE MARCH 2022	
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NO.	DATE	REVISIONS
8	_	_
7	_	_
6	_	_
5	_	_
4	_	_
3	_	_
2	_	_
1	05-02-2022	TRC COMMENTS

MBV ENGINEERING, INC.
MOJA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
MELBOURNE, FL - PH (321) 253-1510
FT PIERCE, FL - PH (772) 340-3055
1855 -39TH- STREET
VERO BEACH, FLORIDA 32960
PH. (772) 226-3033
FX. (772) 778-2417

UTILITY DETAILS

BEV SMITH TOYOTA

CITY OF FORT PIERCE

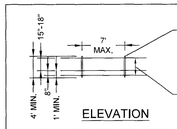
FLORIDA

AARON J. BOWLES
LICENSE
No. 55313
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
AARON J. BOWLES
FL. P.E. #55313
5/11/22

SHEET
C11

20-0424

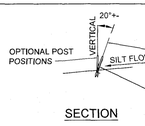
C:\CIVIL ON HARD DRIVE\2020\20-0424 Bev Smith Toyota\DWG\20-0424 C1 COVER - (3) TAIL S.dwg 5/11/2022 9:57 AM



POST OPTIONS:
WOOD 2-1/2" MIN. DIA.
WOOD 2"X4"
OAK 1-1/2"X1-1/2"
STEEL 1.33 LBS./FT. MIN.

FILTER FABRIC (IN CONFORMANCE WITH SEC. 985 F.D.O.T. SPEC.)

ELEVATION



OPTIONAL POST POSITIONS

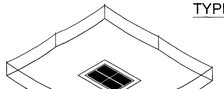
PRINCIPLE POST POSITION (CANTED 20° TOWARD FLOW)

FILTER FABRIC

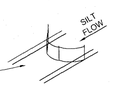
SECTION

NOTES: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (L.F.)

TYPE III SILT FENCE



NOTE: SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART I, SHEET 1 OF 3 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3



TYPE III SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS

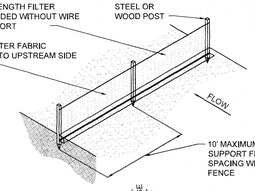
N.T.S.

NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

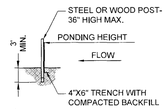
EXTRA STRENGTH FILTER FABRIC NEEDED WITHOUT WIRE MESH SUPPORT

ATTACH FILTER FABRIC SECURELY TO UPSTREAM SIDE OF POST

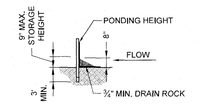
STEEL OR WOOD POST



10' MAXIMUM SPACING WITH WIRE SUPPORT FENCE. 6' MAXIMUM SPACING WITHOUT WIRE SUPPORT FENCE



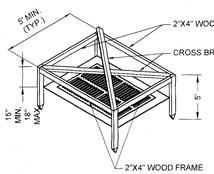
TRENCH DETAIL



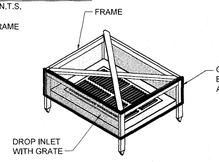
INSTALLATION WITHOUT TRENCHING

TYPE IV SILT FENCE

N.T.S.



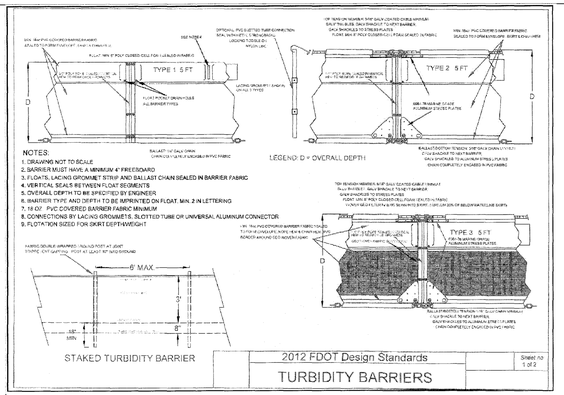
VIEW OF FRAME WITHOUT SILT FENCE



VIEW OF FRAME WITH SILT FENCE

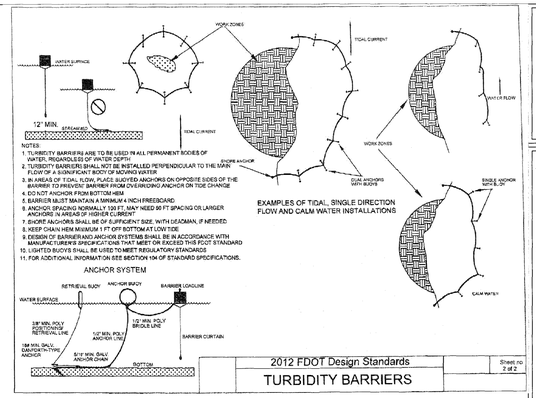
SILT FENCE INLET PROTECTION

N.T.S.



2012 FDOT Design Standards — Sheet no 1 of 2

TURBIDITY BARRIERS

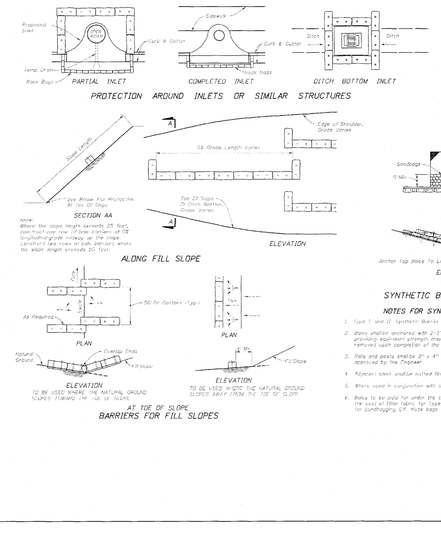


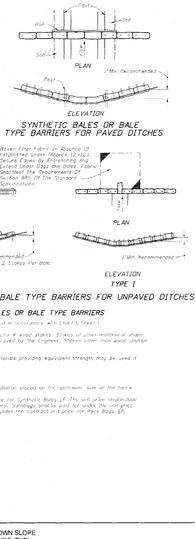
2012 FDOT Design Standards — Sheet no 2 of 2

TURBIDITY BARRIERS

TURBIDITY BARRIER APPLICATIONS

N.T.S.





NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

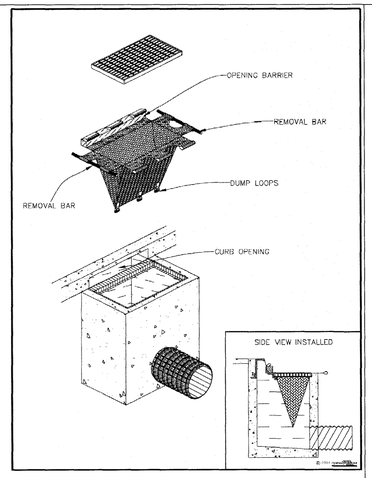
1. Type I and II Synthetic Bales should be spaced in accordance with Chart 1, Sheet 1.
2. Bales shall be anchored with 2-1" x 2" by 1'-6" or 4' wood stakes. Stakes of other materials or shapes providing equivalent strength may be used if approved by the Engineer. Stakes other than wood shall be removed upon completion of the project.
3. Tails and posts shall be 2" x 4" wood. Other materials providing equivalent strength may be used if approved by the Engineer.
4. Adjacent bales shall be butted firmly together.
5. Where used in conjunction with silt fence, bales shall be placed on the downstream side of the fence.
6. Bales to be paid for under the contract unit price for Synthetic Bales, LF. This will include the cost of fiber tails for Type I and II Barriers. Stakes may also be paid for under the unit price for Synthesizing, LF. Fiber tails to be paid for under the contract unit price for Fiber Rolls, EA.

EROSION AND SEDIMENTATION CONTROL NOTES

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT AMOUNTS OF POLLUTANTS WHICH MAY REACH SURFACE OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT DUE TO EROSION. EXCESSIVE QUANTITIES OF SEDIMENT WHICH REACH WATER BODIES OF FLOOD PLAINS HAVE BEEN SHOWN TO ADVERSELY AFFECT THEIR PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE HYDRAULIC CAPACITY OF WATER BODIES OF FLOOD PLAINS, REDUCE THE DESIGN CAPACITY OF CULVERTS AND OTHER WORKS, AND ELIMINATE BENTHIC INVERTEBRATES AND FISH SPAWNING SUBSTRATES BY SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE, REDUCE PRIMARY PRODUCTIVITY.

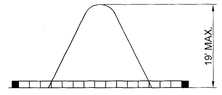
MINIMUM STANDARDS

1. SEDIMENT BASIN AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UNSLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE REVIEWER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
7. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND-DISTURBING ACTIVITY. THE OUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.
8. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.
13. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.
14. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
    A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
    B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
    C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
    D. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
18. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND-DISTURBING ACTIVITIES.
19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, IN THE OPINION OF THE REVIEWER. DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DISPOSITION AND EROSION.
21. PHASED PROJECTS SHOULD BE CLEARED IN CONJUNCTION WITH CONSTRUCTION OF EACH PHASE.
22. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NOS. 104 AND 105 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
23. THE REVIEWER MAY APPROVE MODIFICATIONS OR ALTER PLANS TO THESE EROSION CONTROL CRITERIA DUE TO SITE SPECIFIC CONDITIONS.



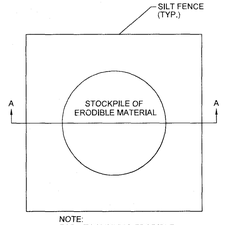
INLET INSERT SEDIMENT CONTAINMENT SYSTEM

N.T.S.



NOTE:
ALL STOCKPILES SHALL BE A MAXIMUM OF 25' HIGH.

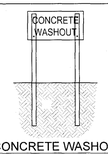
SECTION A-A



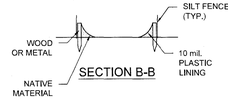
NOTE:
FOR STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED.

SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL

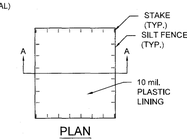
N.T.S.



CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)



SECTION B-B



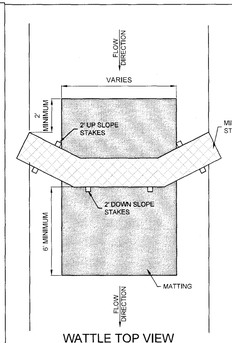
PLAN

NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

TYPE "ABOVE GRADE" WITH SILT FENCE

CONCRETE & STUCCO WASTE MANAGEMENT

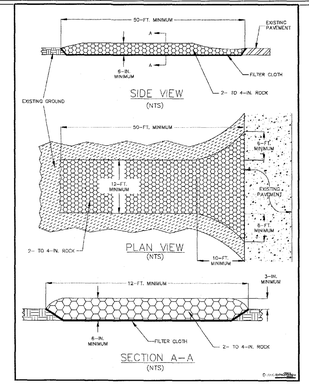
N.T.S.



NOTES
1. BEGIN AT THE LOCATION WHERE THE WATTLE IS TO BE INSTALLED BY EXCAVATING A 2"-3" DEEP x 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP-SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD OVERLAP 24" - SHINGLE IN DIRECTION OF FLOW.
3. SECURE THE WATTLE WITH 18"-24" STAKES EVERY 3'-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2"-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKE SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
4. USE MINIMUM 12"Ø COIR (COCONUT FIBER)/STRAW WATTLE.
5. USE 2' WOODEN STAKES WITH A 2"x2" NOMINAL CROSS SECTION.
6. ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AS DIRECTED.
7. INSTALL A MINIMUM OF 2 UP SLOPE STAKES AND 4 DOWN SLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.
8. PROVIDE STAPLES MADE OF 0.125"Ø STEEL SIRE FORMED INTO A 'U' SHAPE NOT LESS THAN 12" IN LENGTH.
9. INSTALL STAPLES APPROX. EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

WATTLE DETAILS

N.T.S.



SOIL TRACKING PREVENTION DEVICE DETAIL

N.T.S.

CITY OF FORT PIERCE NOTES (EROSION CONTROL)(a) THE CITY ENGINEERING DEPARTMENT SHALL MAKE INSPECTIONS AS HEREINAFTER REQUIRED AND NOTIFY THE BUILDING OFFICIAL UPON INSPECTION APPROVAL OR IF THE WORK FAILS TO COMPLY WITH THE EROSION AND SEDIMENT CONTROL PLAN AS APPROVED TO REQUEST A STOP-WORK ORDER. PLANS FOR GRADING / STRIPPING / EXCAVATING AND FILLING WORK BEARING THE STAMP OF APPROVAL OF THE CITY ENGINEER SHALL BE MAINTAINTED AT THE SITE DURING THE DURATION OF WORK. TO OBTAIN INSPECTIONS, THE PERMITTEE SHALL NOTIFY THE CITY ENGINEERING DEPARTMENT AT LEAST TWO WORKING DAYS BEFORE THE FOLLOWING: (1) START OF CONSTRUCTION; (2) INSTALLATION OF SEDIMENT AND EROSION CONTROL MEASURES; (3) COMPLETION OF SITE CLEARING; (4) COMPLETION OF ROUGH GRADING; (5) COMPLETION OF FINAL GRADING; (6) CLOSE OF THE CONSTRUCTION SEASON; (7) COMPLETION OF FINAL LANDSCAPING. (b) THE PERMITTEE SHALL BE RESPONSIBLE FOR THE FUNCTIONALITY OF ALL CONTROL MEASURES IN ACCORDANCE WITH THE INSPECTION SCHEDULE OUTLINED ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN. THE PURPOSE OF SUCH INSPECTIONS WILL BE TO DETERMINE THE OVERALL EFFECTIVENESS OF THE CONTROL PLAN AND POSSIBLE NEED FOR ADDITIONAL CONTROL MEASURES. (c) THE CITY ENGINEER OR HIS DESIGNEE SHALL ENTER THE PROPERTY OF THE APPLICANT AS DEEMED NECESSARY TO MAKE REGULAR INSPECTIONS TO ENSURE THE EFFECTIVENESS OF THE CONTROL PLAN AND THE POSSIBLE NEED FOR ADDITIONAL CONTROL MEASURES.

	DATE	REVISIONS
1	05-02-2022	TRC COMMENTS
2		
3		
4		
5		
6		
7		
8		

JOB NO.	20-0424
DESIGNED	WFP
DRAWN	GWR
DATE	MARCH 2022
CHECKED	AJB
DATE ISSUED	5/11/2022

MBV ENGINEERING, INC.
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EROSION CONTROL DETAILS

BEV SMITH TOYOTA

CITY OF FORT PIERCE FLORIDA

AARON J. BOWLES
LICENSE
No. 55313
STATE OF FLORIDA
PROFESSIONAL ENGINEER
AARON J. BOWLES
FL. P.E. #55313 5/11/22

SHEET
C12

20-0424

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Florida Environmental Consulting, Inc.

Environmental Impact Report

For:

Bev Smith Toyota

Prepared for:

Frank Gonzalez
Bev Smith Toyota
7845 SW Ellipse Way
Stuart, FL 34997
561-818-2847

TIMOTHY E. MASLIN #77283 Certified Environmental Specialist

05/28/2021

Timothy E. Maslin, C.E.S. / C.E.C.
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FEC Job #21-185

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Table of Contents

1.0 Executive Summary

2.0 Environmental Impact Report

- **2.1 Objective**
- **2.2 Introduction**
- **2.3 Materials and Methods**
- **2.4 Soils**
- **2.5 Hydrology**
- **2.6 Flora**
- **2.7 Fauna**
- **2.8 Wetlands**
- **2.9 Discussion**
- **2.10 Conclusion**
- **2.11 Qualifications of Individual Preparing Report**

3.0 Appendix

- **3.1 Location Map**
- **3.2 Soils Map**
- **3.3 Topographic Map**
- **3.4 Flood Map**
- **3.5 Land Use Land Cover Map**
- **3.6 National Wetland Inventory Map**
- **3.7 Site Photos**

1.0 Executive Summary

The proposed Bev Smith Toyota property:

- is approximately 26.65 acres in St. Lucie County, Florida.
- is two undeveloped parcels along US1, a portion of which is proposed for land development improvements.
- contains mostly poorly drained sandy soils.
- is approximately at an elevation of 15
- is in Flood Zone X.
- contains a Pine Flatwoods habitat which supports some palms and pines.
- contains a Mixed Pine and Oak habitat which supports some palms, pines, as well as live and laurel oaks.
- contains a 0.77-acre Exotic Melaleuca Wetland
- contains a 0.06-acre Wetland Scrub
- has an adjacent 0.21-acre Depressional Marsh Wetland in the right-of-way of US1
- does support the gopher tortoise.
- does contain jurisdictional wetlands.
- improvements within only the proposed site plan area will cause *de minimis* environmental impacts.
- improvements to other areas of the parcel unless properly permitted, may cause adverse environmental impacts to protected species, native habitats, trees, and wetlands.

2.0 Environmental Impact Report

2.1 Objective

In May of 2021 Environmental Specialists from *Florida Environmental Consulting Inc.* performed an environmental impact study of the **Bev Smith Toyota** property. The objective of this study was to assess and report on the baseline environmental condition of the subject site as well as to discuss how developing this site may impact the environment.

2.2 Introduction

The subject property is parcel IDs 2427-421-0001-000-7 and 2427-421-0002-000-4 in section 27 of township 35, range 40 of Saint Lucie County, Florida. More specifically, on the east side of US1, directly south of High Point Blvd. It is comprised of approximately 26.65 acres of vacant land, at -80.32342, 27.40226 however only a portion of these parcels is currently proposed for land development improvements. Please see the maps and other reference materials in the appendix of this report.

2.3 Materials and Methods

The site assessment included preliminary research of the site and surrounding area to determine what type of ecological community to expect as well as what types of individual flora and fauna may be found on site. This preliminary research included Geographic Information Systems (GIS) Mapping, aerial interpretation, Florida Department of Environmental Protection (FDEP) Environmental Resource Analysis and assessing the potential for species and habitats listed by the County, South Florida Water Management District (SFWMD), Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC), and the U.S. Fish and Wildlife Service (FWS).

The site assessment also included traversing and observing communities adjacent to and within the site. During the site assessment community types, vegetation, wildlife, and other pertinent observations were noted.

2.4 Soils

According to the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) the property contains 2 major soil types more specifically described as:

Soil 50, *Waveland and Immokalee fine sands* characterized as poorly drained sand with a water table typically about 6 to 18 inches below the surface with no typical frequency of ponding or flooding.

Soil 21, *Lawnwood and Myakka sands,* characterized as poorly drained sand with a water table typically about 6 to 18 inches below the surface with no typical frequency of ponding or flooding.

Please see the soils map in the appendix of this report for the general location of these soils.

2.5 Hydrology

This project is in hydrologic basin 17, the *St. Lucie basin*, and the United States Geological Survey (USGS) Topographic Map in the Appendix shows the area as generally flat but seemingly the eastern and western sections are slightly lower than the middle of the parcel. Stormwater runoff accumulates in a depressional area and/or sheet flows to roadside swales, ditches, and canals that surround the property. Using the North American Vertical Datum of 1983 (NAD83) the natural ground grade is approximately elevation 15 and according to the Flood Hazard Map in the Appendix, this area is not in a flood plain and as such is considered Flood Zone X.

2.6 Flora

As noted in the introduction the parcel is approximately 26.65 acres of Pine Flatwoods LULC 4110. While this designation is accurate for much of the site, based on the inspection an aerial interpolation it was found that the site contained 0.77 acres of LULC 6191: Exotic Melaleuca Wetland, 5.9 acres of LULC 4340: Mixed Pine and Oak, and also has a 0.21 acre offsite LULC 6410 Depressional Marsh Wetland in the US1 Right of Way, and a 0.06-acre LULC 6310: Wetland Scrub. Please see the Aerial LULCS Map and Site Photos in the Appendix.

The flora of the Pine Flatwoods habitat included a mixed canopy dominated by slash pine (*Pinus elliottii*) with some laurel oak (*Quercus laurifolia*), live oaks (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), and significant amounts of exotic melaleuca *(Melaleuca quinquenervia*). The understory species included dominant saw palmetto (*Serenoa repens*), also some wax myrtles (*Morella cerifera*), Indian hawthorn (*Rhaphiolepsis indica*), and rusty staggerbush (*Lyonia spp.)* with dense Brazilian pepper (*Schinus terebinthifolius*). The groundcover of the site consisted of muscadine grape (*Vitis rotundifolia*), as well as miscellaneous grasses and forbes.

The flora of the Mixed Pine and Oak habitat included a canopy consisting of laurel oak, slash pines, cabbage palm, and some live oak. The understory species included some wax myrtles, Indian hawthorn, and rusty staggerbush. The groundcover of the mixed forests consisted of muscadine grape, dog fennel (*Eupatorium capillifolium*), swamp fern (*Blechnum serrulatum*), chalky bluestem (*Andropogon virginicus*), red root (*Lachnanthes caroliana*), as well as miscellaneous grasses and forbes.

The flora of the Exotic Melaleuca Wetland habitat included a canopy dominated by exotic melaleuca (*Melaleuca quinquenervia*). The groundcover of the consisted of muscadine grape, dog fennel, hatpins (*Syngonanthus spp*.), swamp fern, chalky bluestem, red root, as well as miscellaneous grasses and forbes.

The flora of the onsite 0.06-acre Wetland Scrub included a couple perimeter cabbage palms and laurel oaks, with swamp fern, chalky bluestem, dog fennel, and red root, as well as miscellaneous grasses and forbes in the middle.

The flora of the offsite Depressional Marsh wetland included a couple cabbage palms, lanceleaf arrowhead (*Sagittaria lancifolia*), swamp fern, and some red root, as well as miscellaneous grasses and forbes.

No species of flora was observed on site listed by the County, Florida Natural Areas Inventory, Florida Fish and Wildlife Conservation Commission, or U.S. Fish and Wildlife Service, as Endangered, Threatened, or a Species of Special Concern.

2.7 Fauna

The species directly observed and evidenced on site were cardinals (*Cardinalis cardinalis*), squirrels (*Sciurus carolinensis*), brown anoles (*Anolis sagrei*), ants (*Formicidae spp*.), spiders (*Arachnida spp.*), dragon flies (*Odonata spp.*), and bees (*Apidae spp.*).

Additionally, there were multiple gopher tortoise burrows found in the Pine Flatwoods habitat. The gopher tortoise is a species listed by the Florida Fish and Wildlife Conservation Commission and is protected along with their burrows.

Further, the site does not contain scrub jay habitat and was specifically far outside the quarter-mile survey threshold from the nearest occupied scrub jay territory or suitable habitat, and no additional evidence or suspicion of use was formulated of other listed species of fauna according to the county, Florida Natural Areas Inventory, Florida Fish and Wildlife Conservation Commission, and the U.S. Fish and Wildlife Service lists of Endangered, Threatened, and Species of Special Concern.

2.8 Wetlands

Based on aerial interpolation and in conjunction with the soils survey publication describing the site soils as potentially hydric, wetlands were suspected. As such, 0.77 acre of Exotic Melaleuca Wetland were found on site via the presence of wetland vegetation and hydrologic indicators. Another small Wetland Scrub of approximately 0.06 acre was located near the south western corner of the property with dominant swamp fern in the center of a small depression. Additionally, there is a 0.21-acre Depressional Marsh Wetland on the western frontage of the property in the right-of-way of US1 defined by low elevations in the right of way grading along US1 and numerous emergent species of vegetation. This R-O-W wetland could conversely be classified as an ‘Other Surface Water’. Please see the FLUCCS Map in the Appendix of this report.

2.9 Summary and Discussion

In summary, the proposed Bev Smith Toyota is 26.65-acre parcel proposed for land development improvements in St. Lucie County, Florida. The site plan as shown currently

only proposes development improvements to the southern third of the property. However the full parcel contains 19.98 acres of pine flatwoods, 5.9 acres of mixed pine and oak, a 0.77-acre exotic melaleuca wetland, and a 0.06-acre depressional wetland. These habitats support some protected native vegetation that includes oaks, pines, palms, wetlands, and the protected gopher tortoise. There is also a 0.21-acre wetland in the right-of-way of US1 that is not currently proposed to be impacted, however, this wetlands' location should be noted in the event of future development. The property is in Flood Zone X, contains mostly poorly drained sandy soils at an approximate elevation of 15 with directly adjacent drainage facilities. Additionally, the property does support the protected gopher tortoise, and does support wetlands, but does not support the scrub jay, nor other protected species.

As stated above, the site supports an Exotic Melaleuca Wetland which is larger than a ½-acre and as such any impacts will require additional environmental permitting and mitigation.

The site also contains a small onsite Wetland Scrub and a Depressional Marsh Wetland in the right of way that both are under a ½ acre and therefor will not require mitigation. Mitigation credits may be available within Basin 17, the St. Lucie basin, at one of several mitigation banks and could be utilized during the site planning and permitting process to offset unavoidable impacts to such wetlands. Onsite mitigation may also be required and accomplished through wetland enhancement or creation and preservation, where exotic vegetation can be removed, appropriate wetland vegetation planted and a conservation easement recorded, and the wetland maintained through a Preserve Area Management Plan to supersede at least some of the impacts proposed. A formal wetland delineation will be required during the permitting process.

As stated above the property does contain some pines, oaks, and palms, and though these trees may be cleared with a permit, it is recommended that micro-site-planning be looked into in an effort to save trees as best practical. Cabbage palms over 10 feet in trunk height, as well as laurel oaks, live oaks and pines over 12" may require individual tree protection or mitigation if proposed for removal. Alternatively, if 15% of native uplands are preserved and placed under a conservation easement, tree mitigation may not be required.

Finally, this site does support the gopher tortoise, and any proposed site impacts within 25' of a gopher tortoise burrow will require special permitting from the FWC, as well as the relocation of any tortoise found along with associated mitigation fees. If suitable habitat is left after site planning, some tortoises may remain on site undisturbed. Similarly, depending on the ultimate Site Plan and appropriate gopher tortoise population stocking rates, others could be relocated to undisturbed areas on site or relocated to an offsite Gopher Tortoise Recipient Site. This gopher tortoise permitting, mitigation, and relocation should be initiated 90 days prior to any site work activity including bush-hogging and geotechnical work requiring clearing.

Based on the proposed site plan, impacts are currently limited to the southern 1/3rd of the property. As such, there are no impacts currently proposed to the onsite or offsite wetlands. However, there are gopher tortoise burrows within the footprint of the proposed parking/storage area that will need to be addressed prior to the above mentioned clearing.

2.10 Conclusion

In conclusion, permitting and development or other improvements to the proposed Bev Smith Toyota Site Plan would cause *de minimis* environmental impacts, however impacts to other areas of the property could cause adverse environmental impacts to native uplands, wetlands, and the protected gopher tortoise. Additional wetland delineations, environmental resource permitting, as well as gopher tortoise permitting and relocation are recommended.

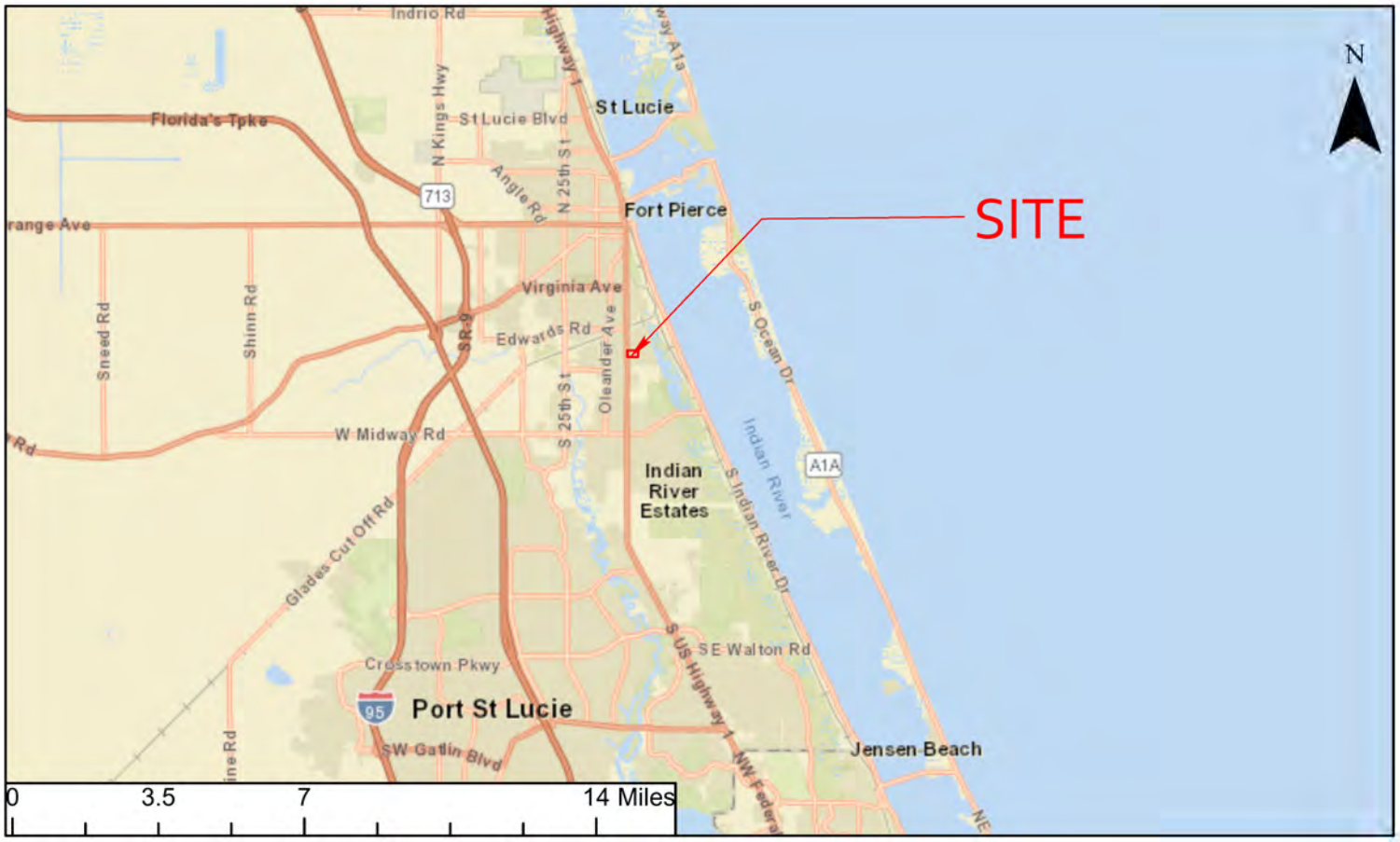
Please contact Florida Environmental Consulting, Inc. with any questions or comments regarding this report or for any additional specific consulting.

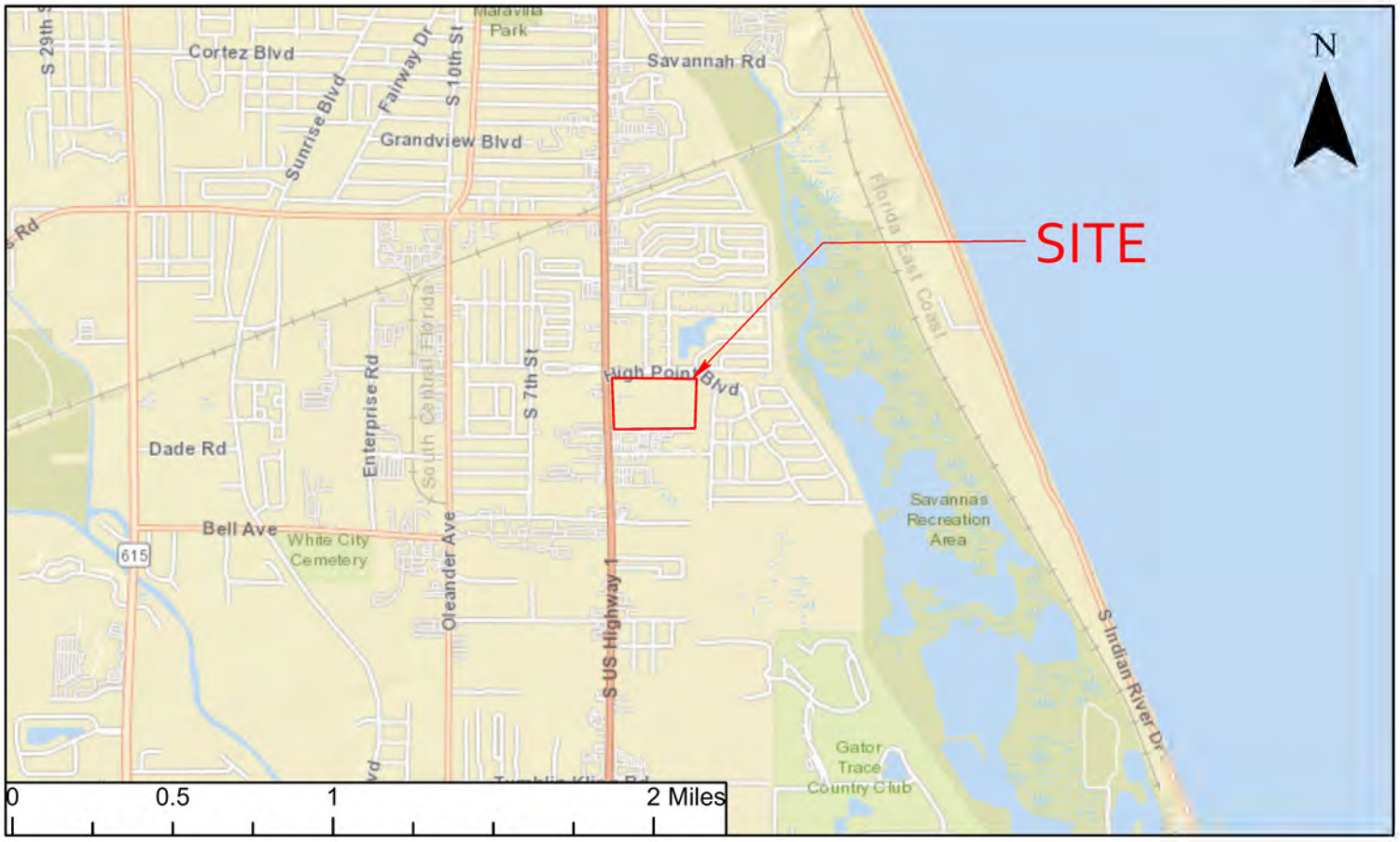
2.11 Qualifications of Individual Preparing Report

Florida Environmental Consulting is a Florida registered environmental consulting firm, the person who prepared this report is the president of the company, and his signature and seal on the cover of this document demonstrate that he is in responsible charge of the information provided. He is a Certified Environmental Consultant and Environmental Specialist. Additionally, he has a Bachelor of Science in Environmental Science from the University of Florida with a minor in Natural Resource Management, along with 21 years of experience. Finally he is a member of the National Association of Environmental Professionals, and the Environmental Assessment Association where a code of ethics and personal commitment to quality work is upheld.

3.0 Appendix

3.1 Location Map
3.2 Soils Map
3.3 Topographic Map
3.4 Flood Map
3.5 Land Use Land Cover Map
3.6 National Wetland Inventory Map
3.7 Site Photos





LOCATION	BEV SMITH TOYOTA	Florida Environmental Consulting Inc. 1835 20th Street• Vero Beach, Florida 32960 Phone: 772-299-4791 • Fax: 772-778-3617 • E-mail: flenv@fl-env.com	JOB NO. FEC-21-185 DESIGNED DRAWN CHECKED DATE SCALE	Revisions / Date

Legend

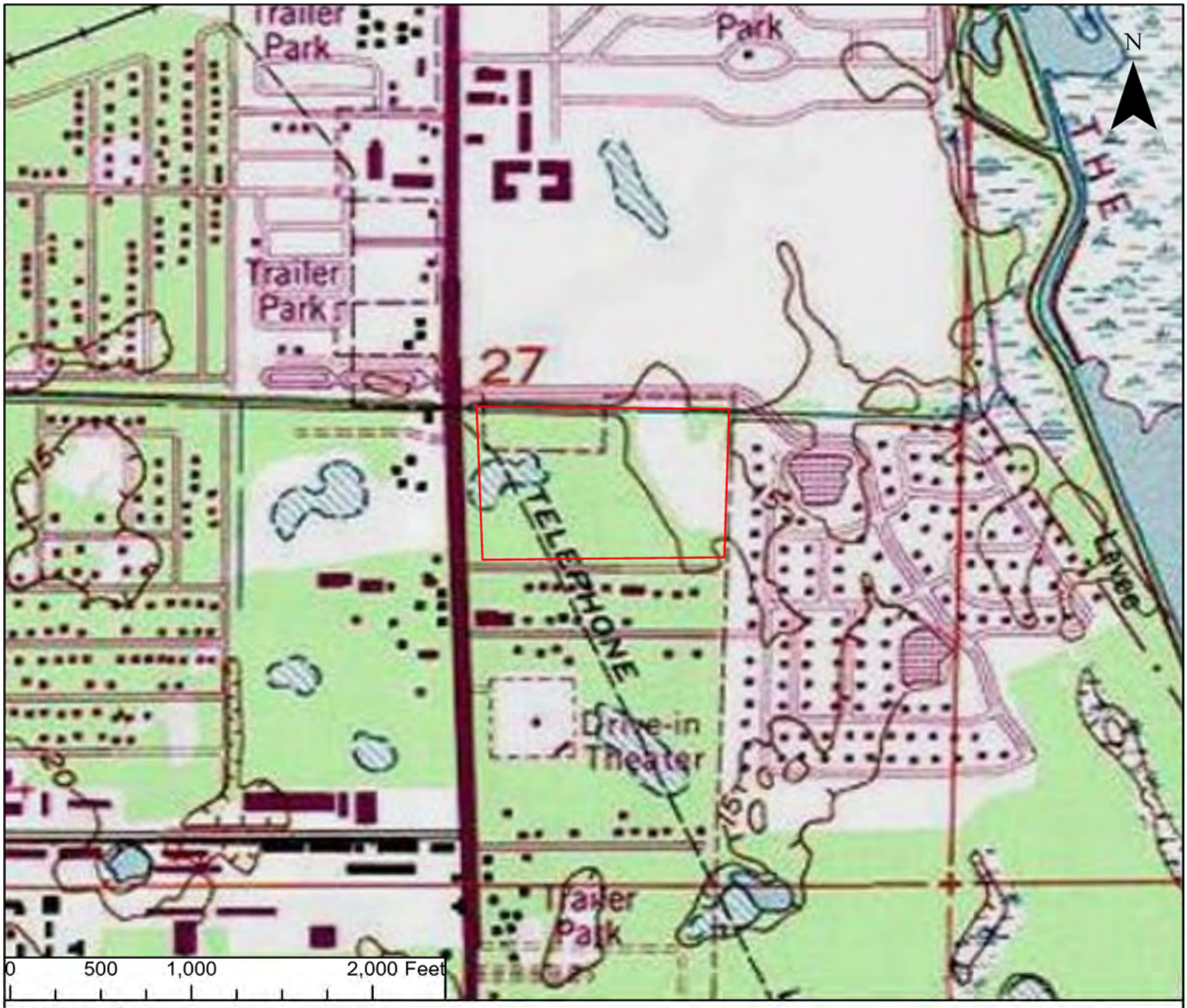
Subject Site

Florida Soils

Soil Type

- Arents, 0-5 percent slopes
- Lawnwood and Myakka sands
- Urban land
- Water
- Waveland and Immokalee fine sands
- Waveland-Lawnwood complex, depressional

SOILS	BEV SMITH TOYOTA	Florida Environmental Consulting Inc.	JOB NO. FEC-21-185 DESIGNED DRAWN CHECKED DATE SCALE	Revisions	Date



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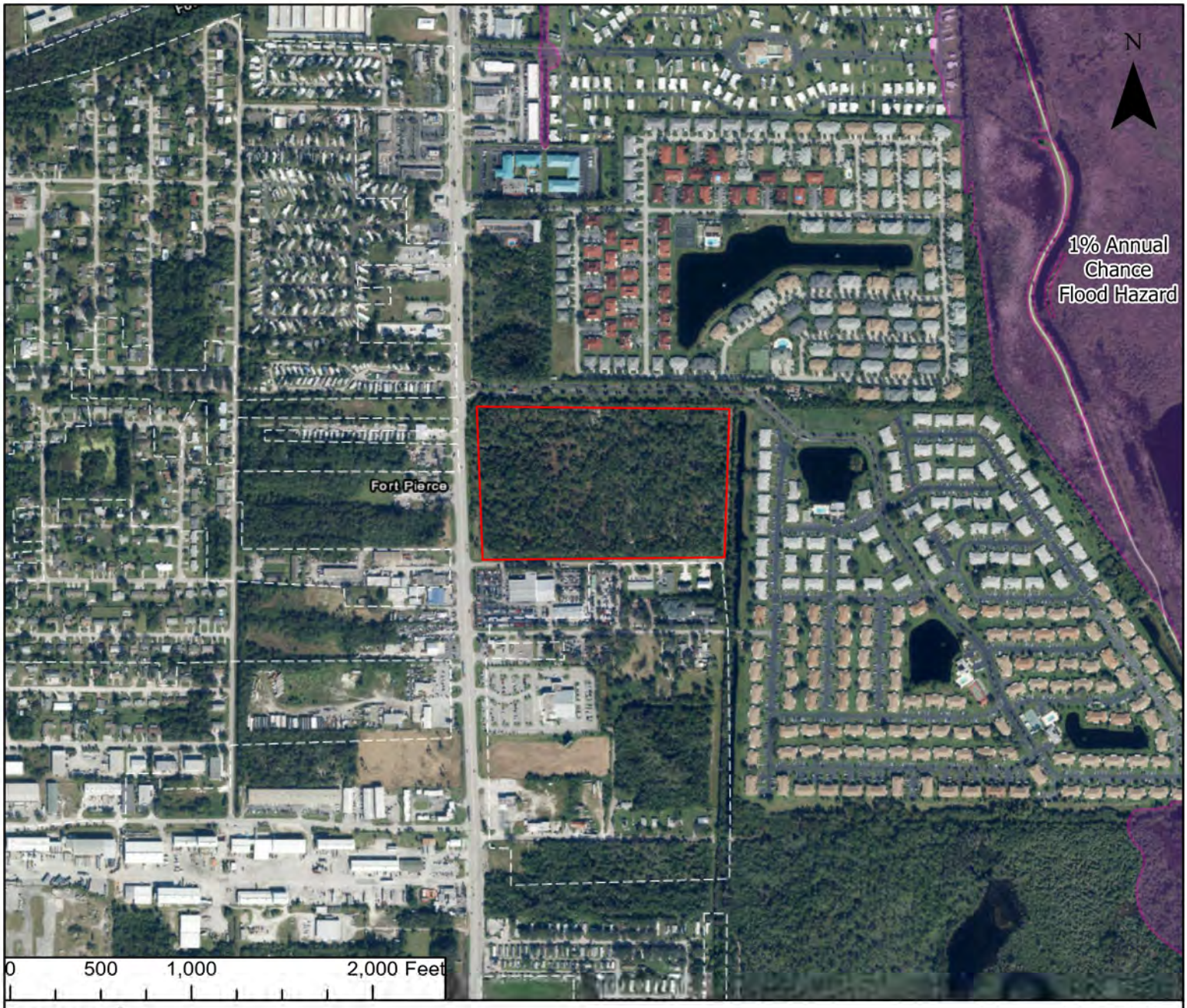
Subject Site

TOPO	BEV SMITH TOYOTA	Florida Environmental Consulting Inc.	JOB NO. FEC-21-185 DESIGNED DRAWN CHECKED DATE SCALE	Revisions / Date



Legend

Subject Site

USA Flood Hazard

Esri Symbology

1% Annual Chance Flood Hazard

FLOOD HAZARD	BEV SMITH TOYOTA	Florida Environmental Consulting Inc. 1835 20th Street Vero Beach, Florida 32960 Phone: 772-299-4791 • Fax: 772-778-3617 • E-mail: flenv@fl-enc.com	JOB NO FEC-21-185 DESIGNED DRAWN CHECKED DATE SCALE	Revisions	Date

Legend

Subject Site

LANDUSE_DE

- 1330: High Density, Multiple Dwelling Units, Low Rise
- 1400: Commercial and Services,1400: Commercial and Services
- 4110: Pine Flatwoods,4110: Pine Flatwoods
- 4340: Mixed - Pine and Oak
- 5120: Channelized Waterways, Canals
- 5300: Reservoirs,5300: Reservoirs
- 6191: Wet Melaleuca
- 6400: Vegetated Non-Forested Wetlands
- 6460: Mixed Scrub-shrub Wetland,6460: Mixed Scrub-shrub Wetland
- 8140: Roads and Highways,8140: Roads and Highways

LULC	BEV SMITH TOYOTA	Florida Environmental Consulting Inc.	JOB NO. FEC-21-185 DESIGNED DRAWN CHECKED DATE SCALE	Revisions	Date

Legend

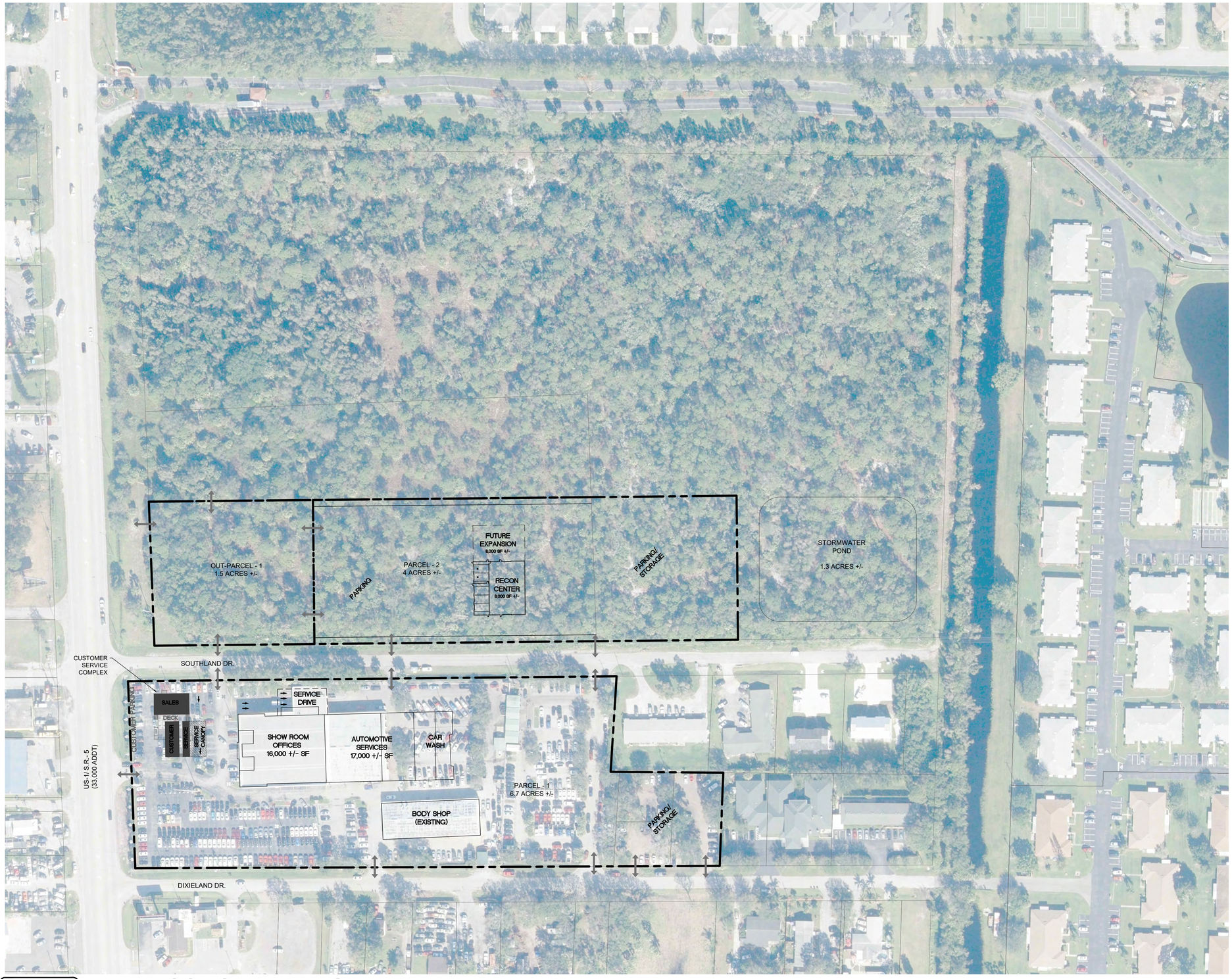
Subject Site

FL Wetlands

WETLAND TYPE

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine

NWI	BEV SMITH TOYOTA	Florida Environmental Consulting Inc. 1835 25th Street Vero Beach, Florida 32960 Phone: 772-299-4791 • Fax: 772-778-3617 • E-mail: flenv@flenv.com	JOB NO. FEC-21-185 DESIGNED DRAWN CHECKED DATE SCALE	Revisions	Date



CONCEPTUAL SITE PLAN

SCALE: 1" = 80'

GRAPHIC SCALE
0 80 160
(IN FEET)
1 inch = 80 ft.

72 HOURS BEFORE DIGGING
CALL TOLL FREE
811
Know what's below.
Call before you dig.

LOCATION MAP

JOB NO.	20-0424	
DESIGNED	WFP	
DRAWN	WFP	
DATE	JANUARY 2021	
CHECKED	AJB	
DATE ISSUED	1/19/2021	

	REVISIONS	DATE
8	-	-
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-

MBV ENGINEERING, INC.
MOJA BOWLES VILAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1893 - 20TH STREET
VERO BEACH, FL 32960
PH: (772) 492-9033
FX: (772) 778-7417
MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9033

CONCEPTUAL SITE PLAN

BEV SMITH TOYOTA

FLORIDA

ST. LUCIE COUNTY

NOT FOR CONSTRUCTION
PLAN SHEETS ARE PRELIMINARY AND FOR INFORMATION ONLY. PLANS SHOULD NOT BE USED AS A BASIS FOR BIDS. CONTRACTOR SHOULD ORDER THE OFFICIAL PLANS FROM THE ENGINEER OF RECORD TO ENSURE THAT ANY ADDENDUMS ARE PROPERLY DISTRIBUTED. PLANS ARE INVALID WITHOUT ENGINEER OF RECORDS SEAL AND SIGNATURE.

SHEET
CSP1
OF 1
20-0424

O:\DRAWINGS\2020\20-0424 Bev Smith Toyota\4 - Drawings\20-0424 BASE.dwg, 1/19/2021 2:53 PM, BILL PITTSLEY

PICTURES: FRONTAGE AND ROW WETLAND	BEV SMITH TOYOTA	Florida Environmental Consulting Inc. 1835 20th Street• Vero Beach, Florida 32960 Phone: 772-299-4791 • Fax: 772-778-3617 • E-mail: flenv@fl-env.com	JOB NO. FEC-21-185 DESIGNED DRAWN CHECKED DATE SCALE	Revisions / Date

PICTURES: LARGE WETLAND

BEV SMITH TOYOTA

Florida Environmental Consulting Inc.
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PICTURES: MIXED OAK AND PINE

BEV SMITH TOYOTA

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PICTURES: PINE FLATWOODS

BEV SMITH TOYOTA

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PICTURES: SMALL WETLAND

BEV SMITH TOYOTA

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MBV
ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
www.mbveng.com CA #3728

STORMWATER MANAGEMENT CALCULATIONS

for

BEV SMITH TOYOTA

FT. PIERCE, FLORIDA

FEBRUARY 2022
REVISED MARCH 2022

Prepared by: MBV Engineering, Inc.
1835 20th Street
Vero Beach, Florida 32960
772-569-0035
Certificate of Authorization #: 3728

Engineers Project #: 20-0424
Designed By: RTM

AARON J. BOWLES LICENSE No. 55313 STATE OF FLORIDA PROFESSIONAL ENGINEER

3/3/22

Mr. Aaron J. Bowles, P.E. #55313

TABLE OF CONTENTS

I Purpose

II Proposed System

III Site Data

IV Required Treatment Volume

V Proposed Treatment Volume

APPENDICES

Appendix A Geotechnical Investigation by KSM Engineering (KSM Engineering, Dated 9/8/21)

Appendix B SFMWD ERP No. 56-01253-P Excerpt

Prepared by: MBV Engineering, Inc.
1835 20th Street
Vero Beach, Florida 32960
772-569-0035
Certificate of Authorization #: 3728

Engineers Project #: 20-0424
Designed By: RTM

AARON J. BOWLES LICENSE No. 55313 STATE OF FLORIDA PROFESSIONAL ENGINEER

Mr. Aaron J. Bowles, P.E. #55313

3/3/22

I. PURPOSE

The purpose of this report is to provide City of Fort Pierce, FDOT, and SFWMD with calculations and documentation which demonstrates the proposed surface water management system complies with state and local criteria.

II. PROPOSED SYSTEM

The proposed surface water management system modifications includes a modification to the current SFMWD ERP No. 56-01253-P. The Existing Overall Site Basin is a proposed modification to the existing exfiltration trench system, permitted under SFWMD 56-01253-P (Application No. 950814-10), that will provide an equivalent treatment volume to the original permitted value provided volume of 0.5 ac-ft. A modification of the system's configuration was required due to the proposed building renovations.

III. SITE DATA

LAND USE BREAKDOWN (POST-DEVELOPMENT)			
	EXISTING (AC)		**PROPOSED (AC)**
TOTAL ACRES	6.03		6.03
PAVEMENT	4.53		4.08
BUILDING COVERAGE	0.57		0.96
OTHER IMPERVIOUS AREAS	0.27		0.27
PERVIOUS	0.66		0.72
OTHER *			
Total	6.03		6.03

Site Location: 3350 US HWY. 1
Ft. Pierce, FL 34982

Flood Zone: THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP #12111C0189, DATED FEB 19, 2020.

Site Soils:

The soil survey mapped the area as (50),Waveland and Immokalee Fine Sands, (21) Lawnwood and Myakka Sands, and (47) Urban Land (0 to 2 % Slopes), HSG B/D & B/D & C, respectively
Pre-Development: A conservative soil group of HSG C was selected

Post-Development: A conservative soil group of HSG C was selected.

Soil Boring #		DEPTH (INCHES BELOW GRADE)	HORIZONTAL FLOW RATE (ft/day)	VERTICAL FLOW RATE (ft/day)	HYDRAULIC CONDUCTIVITY (CFS/SF-FT-HEAD)
Soil Boring P-1:					
Existing Grade at Soil Boring	16.5 ft. (NAVD)		17.5	8.9	3.80E-04
Measured Water Table Elev.	13.4 ft. (NAVD)	37			
Seasonal High Water Elev.	15.3 ft. (NAVD)	14			
Soil Boring P-2:					
Existing Grade at Soil Boring	16.0 ft. (NAVD)		17.4	8.1	4.60E-04
Measured Water Table Elev.	12.8 ft. (NAVD)	38			
Seasonal High Water Elev.	15.2 ft. (NAVD)	10			
Measured Water Table Elev.					
Soil Boring B-03:					
Existing Grade at Soil Boring	20.0 ft. (NAVD)				
Measured Water Table Elev.	14.8 ft. (NAVD)	62			
Seasonal High Water Elev. **	14.5 ft. (NAVD)	66			
Soil Boring B-05:					
Existing Grade at Soil Boring	20.0 ft. (NAVD)				
Measured Water Table Elev.	14.0 ft. (NAVD)	72			
Seasonal High Water Elev. **	14.5 ft. (NAVD)	66			
Average SHWT Elev. =	14.5 ft. (NAVD) **		k_h = 17.45*	k_v =8.5*	**4.20E-04**

* Flow rates shown are the averages of the flows at differing strata.
** SWHT Elevation provided per Original SFWMD Parameters

IV. REQUIRED TREATMENT VOLUME

Existing Exfiltration Trench to be removed

Total Exifltration Trench Originally Permitted =	700 LF	0.500 ac-ft	= 21,780 cf
Total Exfiltration Trench to be removed =	209 LF	0.149 ac-ft	= 6,503 cf

Total Required Treatment Volume to be provided (ac-ft) =	***0.149 ac-ft***	***= 6,503 cf***
Total Provided Treatment Volume from replacement system (ac-ft) =	***0.199 ac-ft***	***= 8,654 cf***

V. PROPOSED TREATMENT VOLUME

Exifltration Trench Calculations

K=HYDRAULIC CONDUCTIVITY (cfs/ft^2*ft head)
H2=DEPTH TO WATER TABLE (avg. grate el.-wet season avg. water level) (ft)
W=WIDTH OF TRENCH (ft)
Du=NON-SATURATED TRENCH DEPTH (ft)
Ds=SATURATED TRENCH DEPTH (ft)
L=LENGTH OF TRENCH
TD=TRENCH DEPTH
V=VOLUME OF WATER STORED

The following equations are used to determine the storage of the exfiltration trench.

EQ. #1 V=(L)*(K*(H2*W+2*H2*Du-Du^2+2*H2*Ds)+1.39E10^(-4)*W*Du)

EQ.#2 V=(L)*(K*(2*H2*Du-Du^2+2*H2*Ds)+(1.39*10^-4)*W*Du)
IF SATURATED DEPTH OF TRENCH > NON-SATURATED DEPTH OF TRENCH
or IF THE TRENCH WIDTH IS > 2*TOTAL TRENCH DEPTH

INPUT

Top of Base:	20
Top of Trench Elev.:	17.25
High Water Table Elev:	14.50
Bott. Of Trench:	13.50

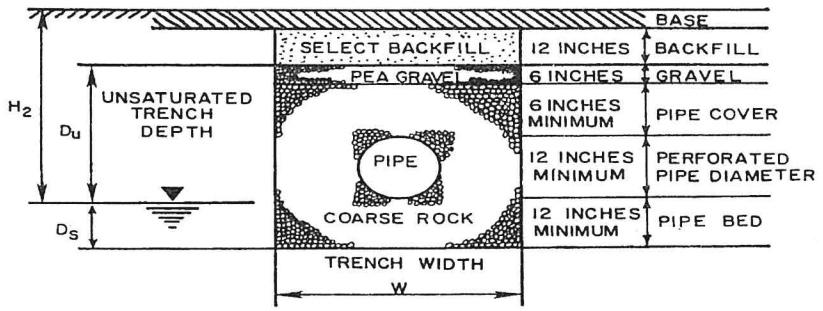
0

L= 4.39E+00 EQUATION 1
L= 2.38412625 EQUATION2

Width (W):	6.00	
Length (L):	**145.00**	
Hydraulic conductivity (K):	4.20E-04	-from KSM Geotech Report

K= 4.20E-04 EQUATION USED FOR THIS CALCULATION:
H2= 5.50
W= 6.00
Du= 2.75
Ds= 1.00
L= 145.00
TD= 3.00

0		
V=	**2.38 ac-in**	**0.199 ac-ft**



Appendix A

Geotechnical Investigation by KSM Engineering

(KSM Engineering, Dated 9/8/21)

Headquarters
11345 U.S. Highway 1
Sebastian, FL. 32958
Orlando
723 Progress Way
Sanford, FL. 32771

KSM ENGINEERING AND TESTING

Mailing
P.O. Box 78-1377
Sebastian, FL. 32978
Phone: 772-589-0712
C.A. # 5693
KSMengineering.net

September 8, 2021

Frank Gonzalez
Bev Smith Toyota
3350 US Highway 1
Fort Pierce, FL 34982

Re: Bev Smith Toyota
3350 US Highway 1
Fort Pierce, Florida
KSM Project #: 215585-b&p

Dear Mr. Gonzalez:

As requested, KSM Engineering & Testing has performed a subsurface investigation for the proposed renovation and addition to the existing car dealership building, the new recon center building, the proposed parking areas and the stormwater pond at the referenced sites. Presentation of the data gathered during the investigation, together with our geotechnical related opinions, are included in this report.

Scope of Work and Professional Services Agreement:

The agreement to perform a geotechnical exploration with the scope of services included in this report is described in the "Professional Service Agreement" that was executed by Mr. Frank Gonzalez, of Bev Smith Toyota on July 21, 2021. KSM issued the proposal to perform the requested exploration, testing, and evaluations, dated May 20, 2021. KSM's report follows below.

Site Location and Physiography:

Site Location – The site is located in Fort Pierce, FL, east of US Highway 1, north of Dixieland Drive and south of Southland Drive. There is also an undeveloped property west of US Highway 1 and north of Southland Drive that will be developed as part of this project and currently has no address attached to the property.

Physiography/Topography and Developmental Features – At the time of drilling, the site between Dixieland and Southland Drives had an existing auto dealership building with a service bay, as well as a separate body shop building. The majority of the site had existing asphalt pavement with some vegetation and trees located in the "green space" islands throughout the parking areas. The undeveloped site north of Southland Drive had moderate to dense surface vegetation with many palm, pepper, pine and oak trees along with palmettos. There was organic surface debris on the site remaining from the clearing operations conducted prior to KSM's arrival to provide access for our equipment. The sites are both commercially zoned and there are various existing businesses on the adjacent lots.

KSM ENGINEERING AND TESTING

Project Description:

Based on the "Conceptual Site Plan" (Sheet CSP1) provided by "MBV Engineering, Inc." and dated 01-19-21, it is our understanding that the existing car dealership building (approximately 22,000 square feet) is to receive some minor renovations as well as a one-story car wash addition at the rear (or east side) of the existing building. On the undeveloped property to the north, it is our understanding that a new one-story recon building will be constructed. Associated parking areas will be constructed as part of the project. A 1.3 acre stormwater retention pond will also be constructed east of the northern lot.

We assume that loads from the structures will be transferred to the ground by conventional shallow stemwall footings. Although we were not furnished with structural loading conditions or a foundation plan, for our geotechnical analysis, we have assumed the following estimated loading conditions:

- For the Existing Dealership Addition, a maximum of 5,000 pounds per linear foot along the wall foundations and less than 75 kips for any individual column loads, and
- For the proposed Recon structure, a maximum of 2,500 pounds per linear foot along the wall foundations.

The Structural engineer of record should contact our office if the design loading exceeds our assumptions.

Based on the existing site grades and groundwater table elevations discovered at the time of the investigation, we estimate that several feet of site fill will be required to reach the desired grades in the building and pavement areas.

The scope of our study consisted of the following:

1. Performed Standard Penetration Test (SPT) borings and a Dynamic Cone Penetrometer Test (DC) sounding in the proposed building areas, Percolation (PB) borings in the proposed stormwater retention area, and Hand Auger (HA) borings with Static Cone Penetrometer Test (SCPT) readings in the proposed pavement areas of the northern property to estimate the subsoil relative density and visually classify the soils.

2. Measured the observed groundwater level at each boring.

3. Evaluated the discovered subsurface conditions with respect to the proposed construction and provided recommendations for site preparation and foundation design.

4. Obtain Shelby tube soil samples per each soil type encountered at the stormwater pond locations in order to perform both constant head horizontal and vertical permeability tests in our laboratory.

5. Perform engineering calculations to determine the permeability coefficient "K" values along with estimates for the elevation of wet-season and dry-season water tables for the percolation test locations.

6. Prepared this report to document our findings.

NCRS Surficial Soil Information:

Mapping of this area of Florida that was performed by the USDA, Natural Resources Conservation Service (NCRS) indicates that three (3) USDA soil units were mapped on the property. These included:

- 50: **Waveland and Immokalee fine sands** – Waveland and Immokalee fine sands occupied the majority of the sites, totaling approximately 15 acres ±. The typical profile of this soil consists of two layers of fine sand and sand that extend to a depth of about 3 feet, lying atop a layer of loamy sand extending to about 3-½ feet, followed by layers of sand. Groundwater elevations are expected to be found approximately 6 to 18 inches below the surface.

- 21: **Lawnwood and Myakka sands** – Lawnwood and Myakka sands occupied the southeastern portion of the proposed stormwater pond location, approximately 1.7 acres ±. The typical profile of this soil consists of layers of sand that extend from the surface to a depth of about 6-½ feet (maximum depth of data available via NCRS). Groundwater elevations are expected to be found approximately 6 to 18 inches below the surface.

- 47: **Urban land, 0 to 2 percent slopes** – Urban land occupied a single patch of approximately 1.5 acres ± in the western portion of the previously developed site which had the existing structure. This area included the western half of the existing structure and the northwestern group of parking spaces, as well as a portion of Southland Drive and a very small portion of the southwestern corner of the site located north of Southland Drive. No typical soil profile of expected water table elevation is available via the NCRS for this land type classification.

In summary, KSM expected that the investigation of this property, within approximately 7 feet of the land surface, would encounter deposits of predominantly cohesionless sand that featured low fines contents within approximately the top 3 feet followed by a relatively thin layer loamy sand, lying atop more layers of sandy material.

Site Investigation:

KSM's site investigation program consisted of performing a total of eleven (11) Standard Penetration Test (SPT) borings, one (1) Dynamic Cone Penetrometer Test (DC) sounding, two (2) Percolation (PB) borings and six (6) Hand Auger (HA) borings with Static Cone Penetrometer Test (SCPT) readings in the proposed development and construction areas. The SPT borings were terminated at depths ranging from ±10 to ±25 feet below grade, the DC sounding was terminated at a depth of ±11 feet below grade, the PB borings were terminated at depths of ±15 feet below grade and the HA borings at a depth of ±6 feet below grade. The approximate locations of the borings are indicated on the attached Location Plan.

Ground Penetrating Radar Investigation – KSM engaged GPRS, Inc. to conduct an investigation in the existing parking areas around the existing car dealership building in order to locate any buried utilities prior to KSM's soil boring operations. A ground penetrating radar

(GPR) device and an electromagnetic pipe and cable locator were used to locate utilities or buried objects within a 10' by 10' area around the proposed boring locations and marked.

Standard Penetration Test Borings – The SPT borings were performed in general accordance with procedures described in ASTM D-1586. The location of our testing was indicated by the client.

Following completion of each SPT boring, the groundwater in the open borehole was allowed time to attain an equilibrium level and the depth to the surface of the groundwater was measured from existing grade and recorded in the field log. The records of the soils that were encountered, the recorded SPT "N" values and the measured groundwater depths are shown on the attached SPT boring logs.

Dynamic Cone Penetrometer Test Soundings – Performance of the Dynamic Cone Penetrometer Test sounding consists of repeatedly dropping a 35-pound safety hammer, a height of 15", to drive a 10 square centimeter cone through the ground. The number of blows per 10 centimeter of penetration is recorded and is called the dynamic cone resistance. The equivalent SPT "N" values are correlated to the cone resistance. Both the dynamic cone resistance and the equivalent SPT "N" values are shown in the attached logs.

Hand Auger Borings – The hand auger borings were performed using a bucket auger tool to advance the borehole and to return disturbed samples of the soils. The drilling was performed in general accordance with the procedures delineated in ASTM D1452. A Static Cone Penetrometer Test (SCPT) sounding was performed throughout the advancement of each hand auger boring.

Static Cone Penetrometer Test (SCPT) Soundings – Execution of a SCPT sounding consists of pushing a thin steel shaft, with an attached 60°-conical point, by hand through the soil. The capacity of this tool to measure the relative density of the soil is directly related to the weight that is applied on the shaft by the technician that operates the tool. The thrust required to push the cone tip is measured by an attached proving ring with a calibrated gauge. The value of the bearing pressure exerted by the cone point has been correlated with the relative soil density. The relationship of the SCPT reading to the relative density is listed in Table 1:

Table 1 - Penetrometer Table

Relative Density	Static Penetrometer Reading
Very Loose or Soft	<15
Loose	15-40
Medium Dense	40-70
Dense	>70

Following completion of each hand auger boring, the groundwater was allowed to attain an equilibrium level and the depth to the surface of the groundwater was measured from existing grade and recorded in the field log. The records of the soils that were encountered, the recorded SCPT resistance values, and the measured groundwater depths are shown on the attached logs.

Engineering Evaluation and Conclusions:

Based on the information obtained from this site investigation, we are pleased to offer the following evaluation:

Subsurface Condition Summary - The boring logs and SPT "N" values recorded during the SPT borings indicate that the subsurface soils in the area of the proposed addition and renovations to the existing car dealership structure consisted of:

- In the existing pavement areas, surface layers of asphalt, followed by base material were cored through in order to reach the underlying soil layers. Generally, the asphalt was approximately 1-½ inches thick and the base material was about 6 inches thick.
- Surface layers in the unpaved areas typically consisted of fine-grained sand with rock fragments and some pieces of clay mixed in. This material appears to have been used as a site fill material for the original project.
- Below the surface layers, the soils generally consisted of medium dense to dense layers of fine-grained sand and fine-grained sand with hardpan.
- Below a depth of approximately 8 feet, some of the borings encountered medium dense layers of slightly silty or silty fine-grained sand.

The boring logs and SPT "N" values recorded during the SPT borings and DC sounding indicate that the subsurface soils in the area of the proposed recon building on the northern property consisted of:

- Loose surface layers of fine-grained sand with roots were encountered to a depth of about 2 feet below existing grade.
- Below the surface layer, loose to medium dense fine grained sand and slightly silty fine-grained sand were generally encountered to a depth of approximately 6 to 8 feet below existing grade.
- Below a depth of approximately 6 to 8 feet, the borings encountered medium dense layers of fine-grained sand to the boring terminus.

No "muck" or other unsuitable material was found in the boring locations for the proposed addition/renovations, the new recon building and the pavement areas. Please refer to the attached soil boring logs for specific information relative to the soil description and the SPT/SCPT resistance records.

Based on the results of the SPT borings and DC sounding conducted in the general area of the proposed addition/renovations to the existing building, as well as the proposed recon building as indicated on the attached location plan and based on the provided conceptual site layout, it is KSM's professional opinion that the existing soils in the proposed building areas are generally suitable for the construction of the commercial structures.
This is based on assumed loading conditions stated in the "Project Description" section of this report.

Observed Groundwater Table - The observed water table ranges encountered in each of the general test areas were as follows:

- Existing Dealership Building: 40 to 72 inches below existing grade.
- Proposed Recon Building: 17 to 28 inches below existing grade.
- Proposed Pavement Areas for Recon Building: 17 to 27 inches below existing grade.
- Proposed Stormwater Pond: 37 to 38 inches below existing grade.

KSM estimates that the surface of the groundwater table will rise approximately 24 to 28 inches above the measured levels, during the peak wet season. Given this estimate, it is KSM's opinion that several feet of fill will be required above existing grade in the proposed recon building and pavement areas in order to create acceptable distance between the bottom of the shallow footings or pavement section and the anticipated seasonal high water table elevation. It is possible that excavations that are made to install buried utility lines could require installation below the groundwater surface. In such instances, dewatering of the excavations will be necessary to allow the earthwork to be performed in dry conditions.

The estimated seasonal groundwater position provided for the proposed building and pavement areas herein should be used only as a rough estimate for site work purposes. For actual stormwater basin design and control, we recommend performing additional site-specific borings, at the proposed location(s) of the stormwater management area(s).

Groundwater Control and Excavation – Depending on the season in which construction occurs, temporary groundwater control may be necessary to create stable excavations and to properly compact utility trench subgrade and backfill material. While the actual method of dewatering should be selected and designed by the contractor, we suggest drawing down the water table a depth of at least 24 inches below the bottom of excavations to avoid compaction related problems.

Excavation banks should be cut and dressed as necessary to prevent slope failure and to allow backfilling. As a minimum, the sides of temporary excavations that extend below 4 feet should be cut to a slope inclination that complies with OSHA regulations. Where lateral restrictions will not permit slopes to be laid back to the required inclination, the excavation should be shored in accordance with OSHA requirements. KSM recommends that excavated materials should not be stockpiled at the top of the slope within a horizontal distance equal to the excavation depth. Provisions for maintaining workman safety within excavations is the sole responsibility of the contractor.

Foundation Evaluation - It is KSM's professional opinion that, based on the discovered subsurface conditions, the proposed structures can be supported on conventional concrete, steel reinforced footings, provided that the near surface very loose to loose soils are compacted in accordance with the provided site preparation recommendations.

The following sections provide recommendations for the site preparation and foundation design.

KSM ENGINEERING AND TESTING

Site Preparation:

Site Subgrade Preparation – Due to the near surface very loose and loose soils, KSM recommends that the building site subgrade be prepared for construction of the foundations and floor slabs-on-grade by improving the in-place density of the soil that will support the structure within the zone where the stress from the structure will be primarily distributed. KSM has assumed that the proposed finished floor of the structure lies above the discovered land surface level. The following earthwork procedure is recommended.

1. The proposed construction area, plus a minimum margin of five feet beyond the proposed limit of construction, should initially be prepared by removing any organic materials including roots and surface vegetation. This is especially important due to the amount of existing vegetation on site.

2. The exposed surface, created in step 1 above, should be graded level and proofrolled to compact the subgrade. Sufficient passes of the roller should be made to produce an in-place dry density that equals or exceeds 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density to a depth of 2 feet below the proofrolled surface.

3. Upon completion of the proofrolling operation, the exposed surface should be filled to produce the desired line and grades of the building pad. Fill should consist of sandy soil containing less than 10% material that passing through the U.S. Standard no. 200 sieve and is free of debris and organic material. The fill should be placed in level lifts not more than 12-inches thick, moisture conditioned, and compacted to attain an in-place dry density that equals or exceeds 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density. If additional site fill will not be brought onto the site, this step may be skipped.

4. For the proposed recon building:

    a. Excavate the compacted pad to 12 inches below the foundation base line-and-grade of the perimeter wall footings, interior footings and isolated footings to the proposed foundation subgrade elevation. The exposed undercut footing subgrade should then be compacted to attain an in-place dry density that equals or exceeds 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density, to depth of 12 inches below the footing subgrade surface. This can best be achieved with the use of a small vibratory sled or roller type compactor. Testing should be done to confirm that the specified level of compaction has been achieved.

    b. Following confirmation that the undercut subgrade soil has been compacted, fill should be placed and compacted in 6-inch-thick level lifts to a density that equals or exceeds 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density, in the foundation trenches to attain the proposed foundation subgrade levels. This can best be achieved with the use of a relatively light weight walk behind plate or roller type compactor. Testing should be done to confirm that the specified level of compaction has been achieved.

4. (continued) For the proposed addition:

    a. Excavate the compacted pad to the proposed foundation subgrade elevation. The exposed footing subgrade should then be compacted to attain an in-place dry density that equals or exceeds 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density, to depth of 12 inches below the footing subgrade surface. This can best be achieved with the use of a small vibratory sled or roller type compactor. Testing should be done to confirm that the specified level of compaction has been achieved.

5. Following the successful completion of the preparation of the foundation subgrade, foundation forms (if used) and steel reinforcement should be placed, and the foundation concrete should be cast, as necessary. Any backfill that is placed adjacent to the foundations, as well as backfill placed in utility trench excavations within the building pad, should be likewise compacted to attain or exceed 95 percent of the Modified Proctor (ASTM D-1557) maximum dry density.

Compaction Equipment - KSM does not recommend using heavy vibratory equipment for the addition to the existing dealership building due to the proximity to the existing structure and the potential that ground vibrations created by the compaction machinery might be transmitted and cause damage to the nearby structures. Accordingly, non-vibratory compaction methods are preferred to perform the recommended earthwork delineated above.

Compaction Testing - In-place density of the compacted soil can be verified using a nuclear density gauge or any other ASTM approved method to determine percent compaction. It is our recommendation that compaction tests in the excavated footings should be conducted prior to placement of any steel or concrete and conducted at every column footing and once for every 100 linear feet of footing trench.

Subgrade and each lift (12" max) of fill should be tested for compaction at a frequency of no less than one test per 2,500 sf of building area, per lift and one test per 10,000 sf of pavement area, per lift with a minimum of 4 tests in each area prepared. The placement and frequency of testing can be modified at the discretion of the site contractor and the onsite soils technician based on the requirements of the project as stated by the Engineer of Record.

Foundation:

Bearing Capacity - Provided that our recommendations for site preparation are followed, the proposed addition and new recon building may be supported on conventional concrete, steel reinforced stemwall footings designed for an allowable soil bearing pressure of 2,500 pounds per square foot, or less.

Assumed Footing Dimensions and Settlement Analysis - With the foundation properly designed and the site properly prepared, we anticipate total settlements less than 1 inch and differential settlement of less than ½ of an inch. The majority of the settlement should occur during construction. This is based on the assumed loading as indicated in the "Project Description" section of this report with a minimum continuous footer width of 24 inches and a minimum isolated pad footing of 3 feet squared for the dealership building. For the proposed recon building, KSM has assumed a minimum continuous footer width of 18 inches. All footings are assumed to have a minimum embedment depth of 16 inches. If the loading or footer is to vary from these parameters, please contact our office for additional settlement calculations. KSM maintains the right to modify any of these estimates based on new information.

Floor Slabs:

A conventional slab-on-grade can be used in the "at grade" portion of the buildings. We recommend the disturbed subgrade below the floor slab be re-compacted to 95 percent of the modified Proctor maximum dry density (ASTM D 1557) prior to placement of the concrete. We recommend that control joints be incorporated in the slab at frequent intervals to control shrinkage cracks.

A moisture barrier is recommended beneath the floor slab to prevent moisture migration from the underlying soil resulting in dampness of the slab.

Drives and Parking Areas:

We performed six (6) Hand Auger borings with static cone penetrometer readings in the proposed drive and parking area to evaluate the soils in relation to the proposed pavement. We did not find any "muck" or other unsuitable material in the test borings. Penetrometer readings recorded during the investigation indicates the existing soil density is generally loose at the surface and becomes medium dense.

Although a comprehensive pavement evaluation was not within the scope of this study the site may be prepared to support a flexible pavement or rigid concrete pavement. The pavement should be designed for the anticipated loads and frequencies. Refer to Table 2 for the minimum pavement section. The minimum pavement design for standard duty asphalt should include the following:

Clear the roadway area of any surface debris, including vegetation, roots, organic matter and existing pavement. Stumps shall be removed entirely. The cleared areas should be graded level and proof rolled. Any soft yielding areas shall be excavated and replaced with clean compacted fill. Sufficient passes should be made during compaction operations to produce a density no less than 95 percent of its modified dry Proctor value (AASHTO T180) to a depth of two feet. Additional fill shall consist of clean granular sand containing less than 10% material passing the U.S. Standard No. 200 mesh sieve and placed in loose layers of 12 inches and compacted to the above densities. A minimum of 16 inches separation should be maintained between the bottom of the base and the high seasonal groundwater table.

Where a concrete pavement section is used, concrete reinforcement should be designed to withstand the design traffic loads and saw cuts constructed for crack control. The concrete should have a minimum compressive strength of 4,000 psi.

Light duty pavement areas are considered car and pickup truck loading conditions and a few medium trucks such as box trucks. Heavy duty pavement areas are considered dumpster pad & apron area and semi-tractor trailer truck loading conditions.

Please see Table 2 for a summary of the minimum recommended pavement sections.

Table 2 - Minimum Pavement Section

Pavement Type	Material	Layer Thickness (in)	
		Standard Duty	Heavy Duty
Flexible	Florida DOT Asphalt Type 3	1.5	2
	Cemented Coquina Rock (LBR of 100)*-or-Limerock* Base Course	6	8
	Clayed Soil (LBR of 40)* Stabilized Subgrade	8	12
Rigid	Portland Cement Concrete (4,000 psi)	5	7
	Clayed Soil (LBR of 40)* Stabilized Subgrade	6	10

* Compacted to minimum 98 percent of its modified dry Proctor value (AASHTO T180)

KSM ENGINEERING AND TESTING

Soil Percolation, Estimated Water Tables, and Hydrologic Soil Group:

The tests and observations noted in this section were performed to evaluate the drainage characteristics of the soils for this particular test locations.

Usual Open-Hole Test (in-field) – Two (2) in-field permeability tests were performed in general conformance with the South Florida Water Management District described procedures for the 'Usual Open-Hole Test' method. The results of the in-field test can be found in Table 3:

Table 3 - Usual Open-Hole Test Results	
Test Location (See Location Plan)	**Hydraulic Conductivity (CFS/SF- Ft Head)**
P-1	3.8×10^{-4}
P-2	4.6×10^{-4}

NOTES:
1) The above hydraulic conductivity values are for a French drain installed to the same depth as the borehole tests. The designer should apply the appropriate factor of safety.
2) A hole diameter of 3" was used in the computation of the Hydraulic Conductivity values presented in the above table.

Constant Head Permeability Test (in-lab) - The horizontal and vertical permeability flow rates were determined by excavating a test pit adjacent to the soil profiles and obtaining undisturbed shelby tube samples. We then performed constant head permeability tests on the field samples in our laboratory in general accordance with ASTM D 2434. Table 4 indicates the horizontal and vertical flow rates for the test locations.

Table 4 - Constant Head Permeability Results (ASTM D2434)			
Test Location (See Location Plan)	**Horizontal Flow Rate (in/hr)**	**Vertical Flow Rate (in/hr)**	**Layer Depth (in)**
P-1	6.7	5.4	0-16
P-1	10.8	10.0	16-30
P-1	--	0.7	30-46
P-1	--	1.7	46-60
P-2	6.1	4.6	0-10
P-2	11.3	10.0	10-30
P-2	--	0.3	30-40
P-2	--	1.3	40-60

Estimated Normal Wet Season & Dry Season Water Table – Table 5 indicates the observed water table and our estimated normal wet season water table and normal dry season water table for the test locations. This estimate is based upon our interpretation of existing site conditions and a review of the USDA Soil Survey for St. Lucie County, Florida. The majority of the site soils in the proposed stormwater pond location are mapped as (50) Wavelend and Immokalee fine sands and (21) Lawnwood and Myakka sands, according to the Soil Survey Map of St. Lucie County, Florida.

Table 5 - Water Table Observations

Test Location (See Location Plan)	Observed Water Table	Estimated Wet Season Water Table	Estimated Dry Season Water Table
P-1, PB-1	37" Below Grade	14" Below Grade	50" Below Grade
P-2, PB-2	38" Below Grade	10" Below Grade	46" Below Grade

Hydrologic Soil Group – The soils in the test locations can be classified in accordance with Chapter 7, Part 630 of the USDA National Engineering Handbook. Please refer to Table 6:

Table 6 – Hydrologic Soil Group Classification

Test Location (See Location Plan)	Hydrologic Soil Group
P-1	B/D
P-2	C/D

The soils in test location P-1 are part of the dual hydrologic soil group "B/D" due to the slightly silty soil layer encountered in the tested depth range, the overall moderate hydraulic conductivity rates of the soils in the tested depth range, the absence of a water impermeable layer and the depth to high season water table which is less than 24 inches from the surface.

The soils in test location P-2 are part of the dual hydrologic soil group "C/D" due to the lower permeability of the slightly silty soil layer encountered in the tested depth range, the overall relatively low hydraulic conductivity rates of the soils in the tested depth range, the absence of a water impermeable layer and the depth to high season water table which is less than 24 inches from the surface.

Note that the Hydrologic Soil Group is a dynamic classification which changes with the conditions of the site at any given moment. Changes in water table elevation as well as changes in the ground elevations of the site can affect the hydrologic soil group for any particular location.

KSM ENGINEERING AND TESTING

Closure:

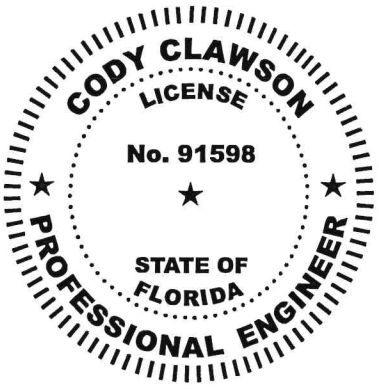
This report has been prepared in accordance with generally accepted soil and foundation engineering practices based on the results of the test borings and the assumed loading conditions. No warranties, either expressed or implied, are intended or made. This report does not reflect any variations which may occur between the borings. If variations appear evident during the course of construction, it would be necessary to re-evaluate the recommendations of this project.

Based upon our subsurface investigation at the above-mentioned project location, the reliance of the recommendations presented within this signed and sealed report is predicated on KSM representative's involvement to verify that not only have the soils been prepared following the indicated recommendations, but the foundations are installed in compliance within the parameters indicated. The Structural Engineer of Record is responsible for confirming that the estimated capacities provided are adequate for the anticipated loading. If additional capacity is required, KSM is to be notified so that our recommendations can be amended as required.

Environmental conditions, wetland delineation, karst activity, water quality, and municipal requirements are not a part of this report.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please feel free to contact the office.

Respectfully,



Christopher S. LeBrun

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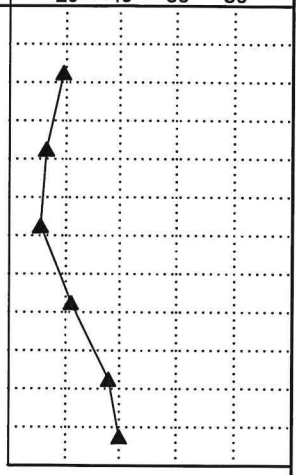
BORING NUMBER B-01

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/12/21 **COMPLETED** 8/12/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 5.75 ft
LOGGED BY PM/SF/DP/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Asphalt					
		Cemented Coquina Rock					
		Gray Fine Grained Sand	SS		14-6-13 (19)		
			SS		6-6-7 (13)		
5		Dark Brown Sand with Traces of Hardpan					
		▽ Brown Sand	SS		3-4-7 (11)		
		Dark Brown Sand with Traces of Hardpan	SS		7-10-12 (22)		
10			SS		14-16-20 (36)		
			SS		20-20-20 (40)		

Bottom of borehole at 12.0 feet.



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KSM Engineering & Testing
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BORING NUMBER B-02

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/12/21 **COMPLETED** 8/12/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 4.58 ft
LOGGED BY PM/SF/DP/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Asphalt (1 1/2")					
		Cemented Coquina Rock					
		Gray Sand	SS		7-8-9 (17)		
			SS		14-11-6 (17)		
5		▽					
		Dark Brown Sand with Traces of Hardpan	SS		5-8-10 (18)		
			SS		5-5-7 (12)		
		Light Brown Sand					
10			SS		5-6-8 (14)		
		Dark Brown Sand, Slightly Silty	SS		3-6-9 (15)		
15							
20			SS		6-8-8 (16)		
		Dark Brown Silty Sand					
25			SS		7-8-8 (16)		

Bottom of borehole at 25.0 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80

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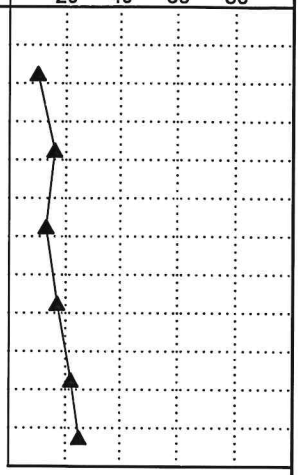
BORING NUMBER B-03

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/12/21 **COMPLETED** 8/12/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 5.33 ft
LOGGED BY PM/SF/DP/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Asphalt (1 1/2")					
		Cemented Coquina Rock					
		Gray Sand	SS		3-6-4 (10)		
			SS		6-7-9 (16)		
5		▽ Dark Brown Sand with Traces of Hardpan	SS		6-6-7 (13)		
		Brown Sand	SS		6-7-10 (17)		
10			SS		6-8-14 (22)		
		Dark Brown Sand, Slightly Silty	SS		9-11-14 (25)		

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Bottom of borehole at 12.0 feet.

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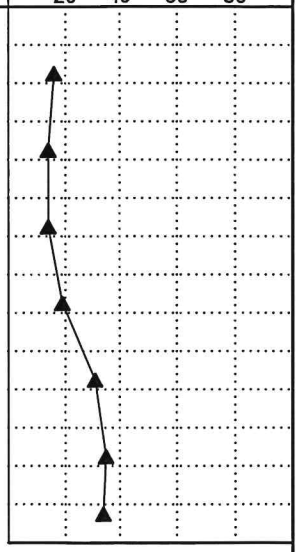
BORING NUMBER B-04

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/13/21 **COMPLETED** 8/13/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 3.33 ft
LOGGED BY MM/NV **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Brown Sand with Rock Fragments and Some Clay	SS		13-8-8 (16)		
		Gray Sand					
		▽ Light Brownish Gray Sand	SS		10-6-8 (14)		
5			SS		4-6-8 (14)		
		Dark Brown Sand with Traces of Hardpan	SS		9-8-11 (19)		
10			SS		16-14-17 (31)		
		Dark Brown Sand	SS		11-17-18 (35)		
			SS		16-17-17 (34)		

Bottom of borehole at 14.0 feet.



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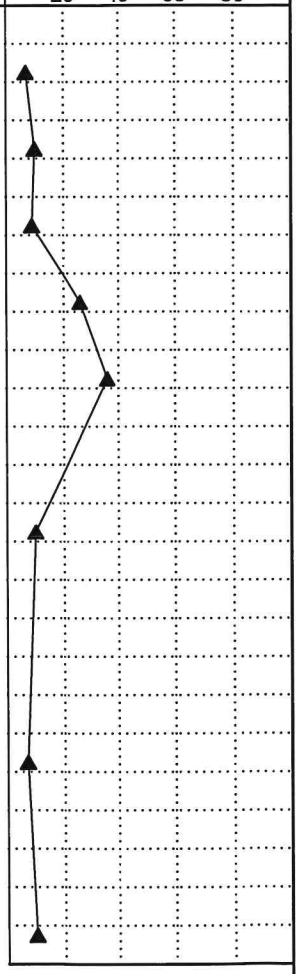
BORING NUMBER B-05

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/12/21 **COMPLETED** 8/12/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 6.00 ft
LOGGED BY PM/SF/DP/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Asphalt (1 1/2")					
		Cemented Coquina Rock					
		Gray Sand	SS		9-3-4 (7)		
			SS		3-4-6 (10)		
5		Dark Brown Sand with Traces of Hardpan	SS		3-4-5 (9)		
			SS		6-11-15 (26)		
		Dark Brown Sand, Slightly Silty	SS		15-16-20 (36)		
10							
			SS		3-4-6 (10)		
15							
		Brown Sand					
20			SS		3-4-3 (7)		
		Light Brown Sand					
			SS		3-4-6 (10)		
25							

Bottom of borehole at 25.0 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



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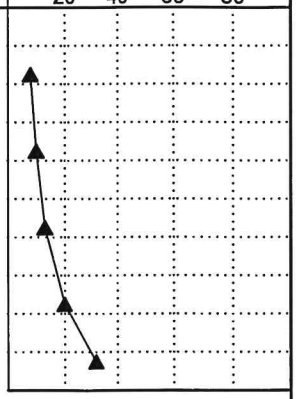
BORING NUMBER B-06

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/13/21 **COMPLETED** 8/13/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 3.50 ft
LOGGED BY MM/NV **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Brown Sand with Rock	SS		9-4-4 (8)		
		Gray Sand ▽	SS		6-5-5 (10)		
5		Dark Brown Sand with Root and Traces of Hardpan	SS		3-6-7 (13)		
		Brown Clayed Sand with Root					
		Dark Brown Slightly Silty Sand with Traces of Root	SS		7-8-12 (20)		
10			SS		16-15-17 (32)		

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Bottom of borehole at 10.0 feet.

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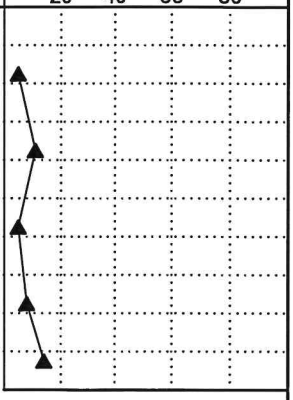
BORING NUMBER B-07

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/18/21 **COMPLETED** 8/18/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
AT TIME OF DRILLING 2.33 ft
LOGGED BY SF/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Gray Sand with Traces of Root	SS		1-2-3 (5)		
		Light Brown Sand	SS		5-6-5 (11)		
5		Dark Brown Sand, Slightly Silty	SS		3-3-2 (5)		
			SS		3-3-5 (8)		
		Brown Sand	SS		6-6-8 (14)		
10							

Bottom of borehole at 10.0 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



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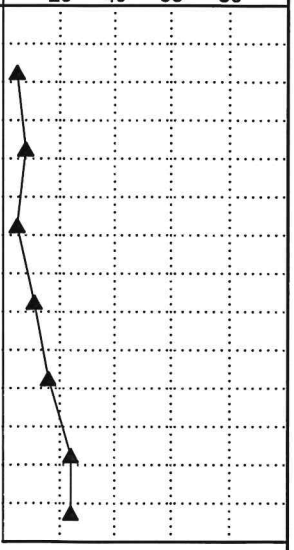
BORING NUMBER B-08

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/18/21 **COMPLETED** 8/18/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 2.17 ft
LOGGED BY SF/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Gray Sand with Traces of Root					
		Light Brown Sand	SS		1-2-3 (5)		
			SS		6-5-3 (8)		
5		Dark Brown Sand, Slightly Silty	SS		2-2-3 (5)		
			SS		3-5-6 (11)		
		Brown Sand	SS		5-7-9 (16)		
10			SS		10-11-13 (24)		
			SS		11-11-13 (24)		

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Bottom of borehole at 14.0 feet.

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WILDCAT DYNAMIC CONE LOG

Company Name: KSM Engineering & Testing
Company Street #: 11345 Hwy. U.S. 1
Company City, State, Zip: Sebastian, Florida 32958

PROJECT NUMBER: 215585-B-09
DATE STARTED: 08-18-2021
DATE COMPLETED: 08-18-2021

HOLE #: B-09, See Attached Location Plan
CREW: SF/HM
PROJECT: Bev Smith Toyota
ADDRESS: 3350 US Highway 1
LOCATION: Fort Pierce, Florida

SURFACE ELEVATION: N/A
WATER ON COMPLETION: 17"
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY NON-COHESIVE	TESTED CONSISTENCY COHESIVE
-	1	4.4	•	1	VERY LOOSE	VERY SOFT
-	3	13.3	••••	3	VERY LOOSE	SOFT
- 1 ft	4	17.8	••••••	5	LOOSE	MEDIUM STIFF
-	4	17.8	••••••	5	LOOSE	MEDIUM STIFF
-	6	26.6	•••••••••	7	LOOSE	MEDIUM STIFF
- 2 ft	7	31.1	••••••••••	8	LOOSE	MEDIUM STIFF
-	9	40.0	••••••••••••••	11	MEDIUM DENSE	STIFF
-	13	57.7	••••••••••••••••••••	16	MEDIUM DENSE	VERY STIFF
- 3 ft	11	48.8	•••••••••••••••••	13	MEDIUM DENSE	STIFF
- 1 m	9	40.0	••••••••••••••	11	MEDIUM DENSE	STIFF
-	8	30.9	••••••••••	8	LOOSE	MEDIUM STIFF
- 4 ft	6	23.2	••••••••	6	LOOSE	MEDIUM STIFF
-	3	11.6	••••	3	VERY LOOSE	SOFT
-	2	7.7	••	2	VERY LOOSE	SOFT
- 5 ft	3	11.6	••••	3	VERY LOOSE	SOFT
-	3	11.6	••••	3	VERY LOOSE	SOFT
-	4	15.4	•••••	4	VERY LOOSE	SOFT
- 6 ft	7	27.0	•••••••••	7	LOOSE	MEDIUM STIFF
-	11	42.5	••••••••••••••	12	MEDIUM DENSE	STIFF
- 2 m	10	38.6	••••••••••••	11	MEDIUM DENSE	STIFF
- 7 ft	11	37.6	••••••••••••	10	LOOSE	STIFF
-	12	41.0	••••••••••••••	11	MEDIUM DENSE	STIFF
-	14	47.9	••••••••••••••••	13	MEDIUM DENSE	STIFF
- 8 ft	15	51.3	•••••••••••••••••	14	MEDIUM DENSE	STIFF
-	16	54.7	••••••••••••••••••	15	MEDIUM DENSE	STIFF
-	19	65.0	••••••••••••••••••••	18	MEDIUM DENSE	VERY STIFF
- 9 ft	21	71.8	•••••••••••••••••••••	20	MEDIUM DENSE	VERY STIFF
-	20	68.4	••••••••••••••••••••	19	MEDIUM DENSE	VERY STIFF
-	21	71.8	•••••••••••••••••••••	20	MEDIUM DENSE	VERY STIFF
- 3 m 10 ft	23	78.7	••••••••••••••••••••••••	22	MEDIUM DENSE	VERY STIFF
-	28	85.7	••••••••••••••••••••••••••••	24	MEDIUM DENSE	VERY STIFF
-	28	85.7	••••••••••••••••••••••••••••	24	MEDIUM DENSE	VERY STIFF
-						
- 11 ft						
-						
-						
- 12 ft						
-						
-						
- 4 m 13 ft						

KSM Engineering & Testing
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Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER B-09

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/18/21 **COMPLETED** 8/18/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD _____
▽ **AT TIME OF DRILLING** 1.42 ft
LOGGED BY SF/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲ 20 40 60 80 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray Sand with Traces of Root ▽						
		Dark Brown Sand, Slightly Silty						
5								

Bottom of borehole at 6.0 feet.

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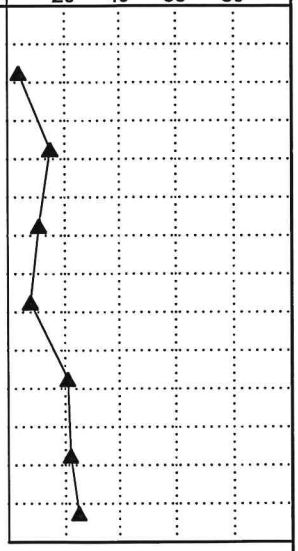
BORING NUMBER B-10

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/18/21 **COMPLETED** 8/18/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 1.58 ft
LOGGED BY SF/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Gray Sand with Traces of Root					
		▽	SS		1-1-3 (4)		
		Dark Brown Sand, Slightly Silty	SS		4-7-8 (15)		
5			SS		6-6-5 (11)		
		Brown Sand	SS		3-4-4 (8)		
10			SS		6-10-11 (21)		
			SS		8-11-11 (22)		
			SS		11-12-13 (25)		

Bottom of borehole at 14.0 feet.



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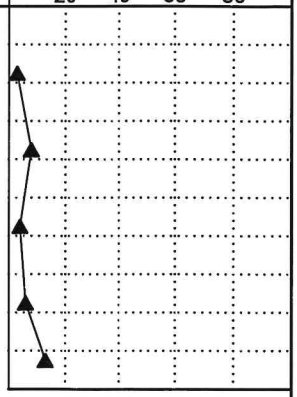
BORING NUMBER B-11

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/18/21 **COMPLETED** 8/18/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 2.08 ft
LOGGED BY SF/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Gray Sand with Traces of Root					
		Light Brown Sand	SS		1-1-2 (3)		
			SS		3-4-4 (8)		
5		Dark Brown Sand, Slightly Silty	SS		3-2-2 (4)		
			SS		2-3-3 (6)		
		Brown Sand	SS		4-6-7 (13)		
10							

Bottom of borehole at 10.0 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



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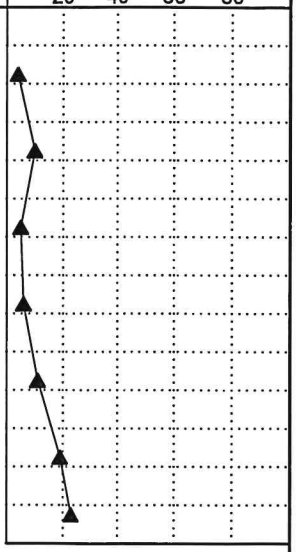
BORING NUMBER B-12

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 8/18/21 **COMPLETED** 8/18/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 2.17 ft
LOGGED BY SF/HM **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Gray Sand with Traces of Root					
		Light Brown Sand	SS		1-1-3 (4)		
			SS		3-6-4 (10)		
5		Dark Brown Sand, Slightly Silty	SS		2-2-3 (5)		
			SS		2-3-3 (6)		
		Brown Sand	SS		3-5-6 (11)		
10			SS		8-9-10 (19)		
			SS		11-11-12 (23)		

Bottom of borehole at 14.0 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



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BORING NUMBER HA-01

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 **COMPLETED** 7/23/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD _____
▽ **AT TIME OF DRILLING** 1.83 ft
LOGGED BY DP **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲ 20 40 60 80 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray Sand with Traces of Roots				31		
		▽ Dark Gray Sand, Slightly Silty				48		
						43		
		Brown Sand				36		
						38		
5		Light Brown Sand				38		

Bottom of borehole at 6.0 feet.

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P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER HA-02

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 **COMPLETED** 7/23/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD _____
▽ **AT TIME OF DRILLING** 1.42 ft
LOGGED BY DP **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲ 20 40 60 80 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray Sand with Traces of Roots				36		
		▽ Dark Gray Sand, Slightly Silty				54		
						53		
						44		
		Brown Sand				40		
5						41		

Bottom of borehole at 6.0 feet.

GEOTECH BH PLOTS - GINT STD US LAB.GDT - 8/26/21 08:45 - K:\KSM FILES\21 DOCS (KSM-SERVER)\215585\SOIL INVESTIGATION\215585-B&P.GPJ

KSM Engineering & Testing
P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER HA-03

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 COMPLETED 7/23/21
GROUND ELEVATION ____ HOLE SIZE inches
DRILLING CONTRACTOR ____
GROUND WATER LEVELS:
DRILLING METHOD ____
▽ AT TIME OF DRILLING 1.67 ft
LOGGED BY DP CHECKED BY CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲ 20 40 60 80 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray Sand with Traces of Roots ▽				37		
						66		
		Dark Gray Sand, Slightly Silty				60		
						56		
5						47		
		Brown Sand				46		

Bottom of borehole at 6.0 feet.

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KSM Engineering & Testing
P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER HA-04

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 **COMPLETED** 7/23/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD _____
▽ **AT TIME OF DRILLING** 2.25 ft
LOGGED BY DP **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲ 20 40 60 80 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray Sand with Traces of Roots				33		
		▽ Dark Brown Sand, Slightly Silty				50		
						63		
						48		
		Brown Sand				46		
5						46		

Bottom of borehole at 6.0 feet.

GEOTECH BH PLOTS - GINT STD US LAB.GDT - 8/26/21 08:45 - K:\KSM FILES\21 DOCS (KSM-SERVER)\215585\SOIL INVESTIGATION\215585-B&P.GPJ

KSM Engineering & Testing
P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER HA-05

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 COMPLETED 7/23/21
GROUND ELEVATION ____ HOLE SIZE inches
DRILLING CONTRACTOR ____
GROUND WATER LEVELS:
DRILLING METHOD ____
▽ AT TIME OF DRILLING 1.67 ft
LOGGED BY DP CHECKED BY CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲ 20 40 60 80 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray Sand with Traces of Roots				38		
		▽ Light Gray Sand				43		
						56		
						47		
		Dark Brown Sand, Slightly Silty				44		
5								
		Brown Sand				42		

Bottom of borehole at 6.0 feet.

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KSM Engineering & Testing
P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER HA-06

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 COMPLETED 7/23/21
GROUND ELEVATION _____ HOLE SIZE inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD _____
▽ AT TIME OF DRILLING 1.50 ft
LOGGED BY DP CHECKED BY CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲ 20 40 60 80 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray Sand with Traces of Roots				40		
		▽ Light Gray Sand				40		
						50		
						40		
5		Dark Brown Sand, Slightly Silty				39		
		Brown Sand				42		

Bottom of borehole at 6.0 feet.

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KSM Engineering & Testing
P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

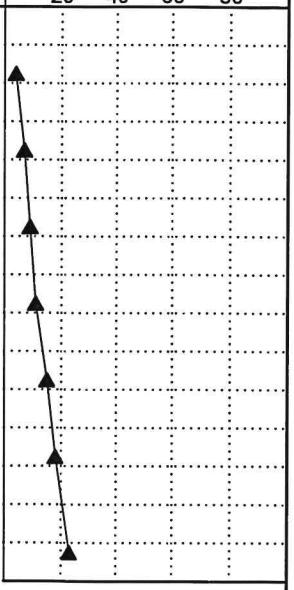
BORING NUMBER PB-01

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 **COMPLETED** 7/23/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 3.08 ft
LOGGED BY DP **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Gray Sand with Traces of Roots					
		Light Gray Sand	SS		1-2-2 (4)		
		▽ Dark Brown Sand, Slightly Silty	SS		3-3-4 (7)		
5		Brown Sand	SS		3-4-5 (9)		
			SS		4-5-6 (11)		
10			SS		5-7-8 (15)		
			SS		8-9-9 (18)		
15			SS		8-11-12 (23)		

Bottom of borehole at 15.0 feet.

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



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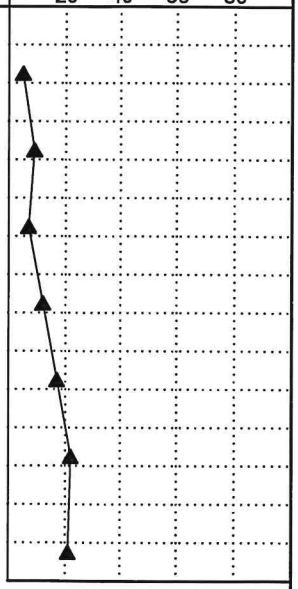
KSM Engineering & Testing
P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER PB-02

CLIENT Bev Smith Toyota
PROJECT NAME 3350 US Highway 1
PROJECT NUMBER 215585-b&p
PROJECT LOCATION Fort Pierce, Florida
DATE STARTED 7/23/21 **COMPLETED** 7/23/21
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 3.17 ft
LOGGED BY DP **CHECKED BY** CCC
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

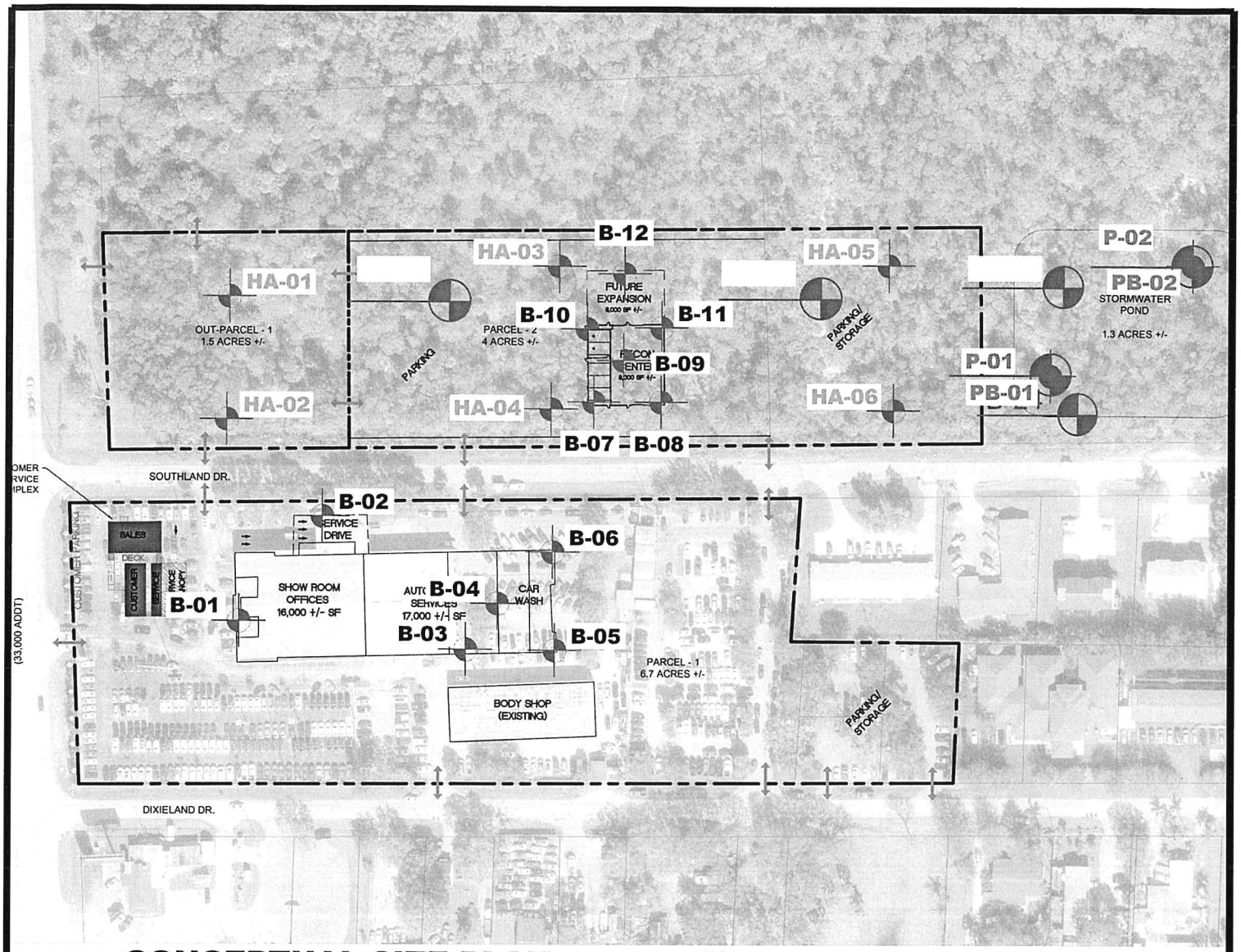
DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Gray Sand with Traces of Roots					
		Light Gray Sand	SS		2-2-3 (5)		
		▽ Dark Brown Sand, Slightly Silty					
		Brown Sand	SS		4-4-5 (9)		
5			SS		3-4-3 (7)		
			SS		4-5-7 (12)		
10			SS		6-9-8 (17)		
			SS		7-10-12 (22)		
			SS		10-10-11 (21)		
15							

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



Bottom of borehole at 15.0 feet.

GEOTECH BH PLOTS - GINT STD US LAB.GDT - 8/26/21 08:45 - K:\KSM FILES\21 DOCS (KSM-SERVER)\215585\SOIL INVESTIGATION\215585-B&P.GPJ



CONCEPTUAL SITE PLAN

SCALE: 1" = 80'

N

GRAPHIC SCALE

0 80 160

(IN FEET)

1 inch = 80 ft.

LOCATION OF SOIL TESTING

PROJECT: Bev Smith Toyota, 3350 US Highway 1, Fort Pierce, Florida

SHEET 1 OF 2
PERMIT #:
PROJECT #: 215585-b&p

KSM ENGINEERING AND TESTING

DRAWN BY: C.V.
DESIGNED BY: C.C.C.
DATE: 20210826
SCALE: NONE

USDA SOILS SURVEY

21—Lawnwood and Myakka sands
47—Urban land, 0 to 2 percent slopes
50—Waveland and Immokalee fine sands

PROJECT: Bev Smith Toyota, 3350 US Highway 1, Fort Pierce, Florida		
SHEET 2 OF 2 PERMIT #: PROJECT #: 215585-soils	KSM ENGINEERING AND TESTING	DRAWN BY: C.V. DESIGNED BY: C.C.C. DATE: 20210826 SCALE: NONE

Appendix B
SFMWD ERP No. 56-01253-P Excerpt

FORT PIERCE TOYOTA

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 950814-10

LOCATION: ST LUCIE COUNTY, S27/T35S/R40E

OWNER: FORT PIERCE TOYOTA

ENGINEER: PAUL WELCH INC.

PROJECT AREA: 4.74 ACRES **DRAINAGE AREA:** 2.20 ACRES

PROJECT USE: COMMERCIAL

FACILITIES:

1. EXISTING: This proposed redevelopment project is located between Southland Drive and Dixieland Drive directly east of US 1 in Fort Pierce (refer to Exhibit No. 1). The existing developed portion of the site (2.54 acres) consists of an existing CBS structure (showroom) with an attached metal facility (service bays), a metal frame body shop, a trailer and associated parking facilities comprising Fort Pierce Toyota. The undeveloped portion of the site (2.2 acres) previously consisted of a single family home with garage structure, which has been previously removed from the site. The site has been previously graded, but remains undeveloped at this time.

   This site has no formal means of stormwater collection or water quality treatment in place. The existing surface water management system consists of sheetflow to the project perimeter ditches, which lead to the City of Fort Pierce storm sewer system.

2. PROPOSED: Proposed is a New General Permit for the Construction and Operation of a surface water management (swm) system to serve a 2.2 acre addition to Fort Pierce Toyota in Fort Pierce. Proposed is the demolition of the existing showroom/offices and body shop and the construction of a new showroom/offices and body shop totalling 0.6 acres (refer to Exhibit No. 2).

   The applicant proposes to provide a swm system only for the 2.2 acre addition to the site. The remainder of the site is to remain as previously constructed. The swm system is proposed to consist of inlets and storm piping that direct runoff to 700 LF of exfiltration trench for storage and water quality treatment for 2.5 times the percentage of new impervious area (91%). The outfall control structure is proposed to consist of 1-20 degree V-Notch bleeder with an invert at elevation 18.2' NGVD and a 12" diameter RCP outfall pipe discharging to the City of Fort Pierce system via

Exhibit 4A

FORT PIERCE TOYOTA

PERMIT SUMMARY SHEET

an existing ditch/swale located north of the property (refer to Exhibit Nos. 2 & 3). A perimeter berm will be utilized to contain the design event within the project boundaries.

PROJECT LEVEL:

DRAINAGE BASIN: INDIAN RIVER

RECEIVING BODY: CITY OF FORT PIERCE SYSTEM

BASIN DESIGN FREQUENCY: 25 YR-3 DAY STORM

WATER QUALITY:

Water quality treatment for the 2.2 acre addition to the Fort Pierce Toyota site will be provided in excess of 2.5 inches times the percentage of impervious area (91%) within 700 LF of exfiltration trench prior to gravity discharge off-site.

Basin	Method	Vol Req'd. (ac-ft)	Vol Prov'd (ac-ft)
SITE	700 LF EXFILTRATION TRENCH	.31	.50

DISCHARGE RATE:

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Basin	Allow Disch (cfs)	Method of Determination	Design Disch (cfs)	Design Stage (ft, NGVD)
SITE	1.1	PRE VS. POST	1.1	21

ENVIRONMENTAL ASSESSMENT:

PROJECT SITE DESCRIPTION

The project site currently is being used as an automobile dealership. There are no wetland located on this site.

Exhibit 4B

FORT PIERCE TOYOTA

PERMIT SUMMARY SHEET

EXISTING ON SITE UPLAND COMMUNITIES:

ID NO	TOTAL ACREAGE	BIOLOGICAL CONDITION	COMMUNITY TYPE	COMMUNITY ACREAGE
UPL	4.74	N/A	COMMERCIAL AND SERVICES	4.74
TOTAL ON SITE UPLAND ACREAGE:			4.74	

ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN SUMMARY:

The project site does not contain preferred habitat for endangered, threatened, or species of special concern. No endangered/threatened or species of special concern were observed on site, and potential for impacts to wetland dependent endangered/threatened or species of special concern is considered minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if in the future, endangered/threatened or species of special concern are discovered on the site.

WETLAND PRESERVATION AND IMPACT SUMMARY

ENVIRONMENTAL SUMMARY

The project site does not contain any wetlands. Therefore, adverse impacts to wetlands are not anticipated as a result of the construction and operation of the surface water management system serving this project.

APPLICABLE LAND USE:

In the following land use breakdown the "TOTAL" includes the 2.54 acres of existing developed area, which is shown under the "OTHER" category below.

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	4.74		4.74	acres
PAVEMENT	1.40		1.40	acres
BUILD COVERAGE	.60		.60	acres
PERVIOUS	.20		.20	acres
OTHER	2.54		2.54	acres

Exhibit 4C

FORT PIERCE TOYOTA

PERMIT SUMMARY SHEET

BASIN LEVEL BREAKDOWN AND FLOOD PROTECTION:

Basin Name: SITE

FLOOD PROTECTION:

100 YEAR FLOOD

FLOOD CONTOUR	22.65	FEET NGVD
MINIMUM FLOOR ELEVATION	22.65	FEET NGVD
FEMA FLOOD ELEVATION		FEET NGVD

Exhibit 4D

PROJECT: BEV SMITH TOYOTA DISPLAY AREA PARKING ADDITIION

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 010627-5

PERMIT MODIFICATION NO.: 56-01253-P

LOCATION: ST LUCIE COUNTY, S27/T35S/R40E

OWNER: N.S.S. ACQUISITION CORPORATION

ENGINEER: CULPEPPER & TERPENING, INC.

PROJECT AREA: 6.09 ACRES **DRAINAGE AREA:** 1.35 ACRES

PROJECT USE: COMMERCIAL

FACILITIES:

1. EXISTING: The proposed project is located east of U.S. Highway 1 between Southland Drive and Dixieland Drive in Fort Pierce, Florida (please refer to Exhibit 1 - Location Map). The 1.35 acre project site has been developed in the past, but is presently vacant. The existing Bev Smith Toyota (f.k.a. Fort Pierce Toyota) establishment is located just west of the project site.

   On November 9, 1995, a General Permit was issued for the construction and operation of a surface water management system serving a 2.20-acre addition to the existing Fort Pierce Toyota development in St. Lucie County. The previously developed 2.54 acres continued in the existing drainage pattern which consisted of sheetflow to perimeter ditches leading to the City of Fort Pierce Storm Sewer System, and was not served by the surface water management system proposed for the 2.20 acre addition.

2. PROPOSED: Authorization has been requested to modify the previously permitted Fort Pierce Toyota (n.k.a. Bev Smith Toyota) commercial site to include a 1.35-acre vehicular display area expansion. Proposed construction consists of a 1.12-acre parking area with related paving and drainage structures (please refer to Exhibit 2 - Paving, Grading, and Drainage Plan and Detail Sheets).

   Runoff will be directed into 510-feet of exfiltration trench, where the required water quality treatment (2.5" x %impervious) will be provided prior to offsite discharge into the City of Fort Pierce Storm Sewer System.

PROJECT LEVEL:

Exhibit 3A

APPLICATION NUMBER: 010627-5

DRAINAGE BASIN: NORTH FORK ST. LUCIE RIVER

RECEIVING BODY: CITY OF FORT PIERCE DRAINAGE SYSTEM

LOCAL ROAD CRITERIA: 10YR-1DAY STORM

BASIN DESIGN FREQUENCY: 10YR-3DAY STORM

WATER QUALITY:

The required water quality treatment (2.5" x %impervious) will be provided for the 1.35-acre site within exfiltration trench prior to offsite discharge.

Basin	Method	Vol Req'd. (ac-ft)	Vol Prov'd (ac-ft)
SITE	510 LF 4 ft deep EXFILTRATION TRENCH	.18	.18

DISCHARGE RATE:

As shown in the table below, the proposed project discharge is within the allowable limit for the North Fork of the St. Lucie River Basin.

Basin	Allow Disch (cfs)	Method of Determination	Design Disch (cfs)	Design Stage (ft, NGVD)
SITE	1.46	PRE VS. POST	1.34	19.7

ENVIRONMENTAL ASSESSMENT:

Exhibit 3B

APPLICATION NUMBER: 010627-5

ENVIRONMENTAL SUMMARY:

The proposed construction area was previously developed and contains no wetlands. The District anticipates no adverse impacts to wetlands or environmentally sensitive uplands as a result of the proposed activities.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, the District has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

APPLICABLE LAND USE:

The land use figures, as seen below, represent an acreage breakdown for the Bev Smith Toyota site. The "OTHER" category under the "PREVIOUSLY PERMITTED" column was the existing developed area on the site prior to the original permit issuance.

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	6.09	4.74	1.35	acres
PAVEMENT	2.52	1.40	1.12	acres
BUILD COVERAGE	.60	.60	.00	acres
PERVIOUS	.43	.20	.23	acres
OTHER	2.54	2.54	.00	acres

DEPARTMENT APPROVAL:

NATURAL RESOURCE MANAGEMENT

Donald L. Medellin

DATE: 2 Oct 01

SURFACE WATER MANAGEMENT

Hugo A. Carter, P.E.

DATE: 1 Oct 01

Exhibit 3C

STAFF REPORT DISTRIBUTION LIST

BEV SMITH TOYOTA DISPLAY AREA PARKING ADDITIION
APPLICATION NUMBER: 010627-5
PERMIT MODIFICATION NUMBER: 56-01253-P

INTERNAL DISTRIBUTION

Reviewer:
X Andrea R. Brown
X Edward Cronyn
X Donald L. Medellin
X Hugo A. Carter, P.E.
H. Azizi - 4230
J. Golden - 4210
X D. Loving - 1670
X E. Maciejko - 1670
X S. McNabb - 1670
Okeechobee Service Center - 1630
R. Robbins - 4250
A. Waterhouse - 4220
X ERC Engineering
X ERC Environmental
Enforcement
X Permit File

DEPT. OF ENVIRONMENTAL PROTECTION

EXTERNAL DISTRIBUTION

X Applicant:
N.S.S. ACQUISITION CORPORATION

X Applicant's Consultant
CULPEPPER & TERPENING, INC.

X Engineer, County of:
ST LUCIE

X Engineer, City of:
FORT PIERCE

Local Drainage District:

COUNTY

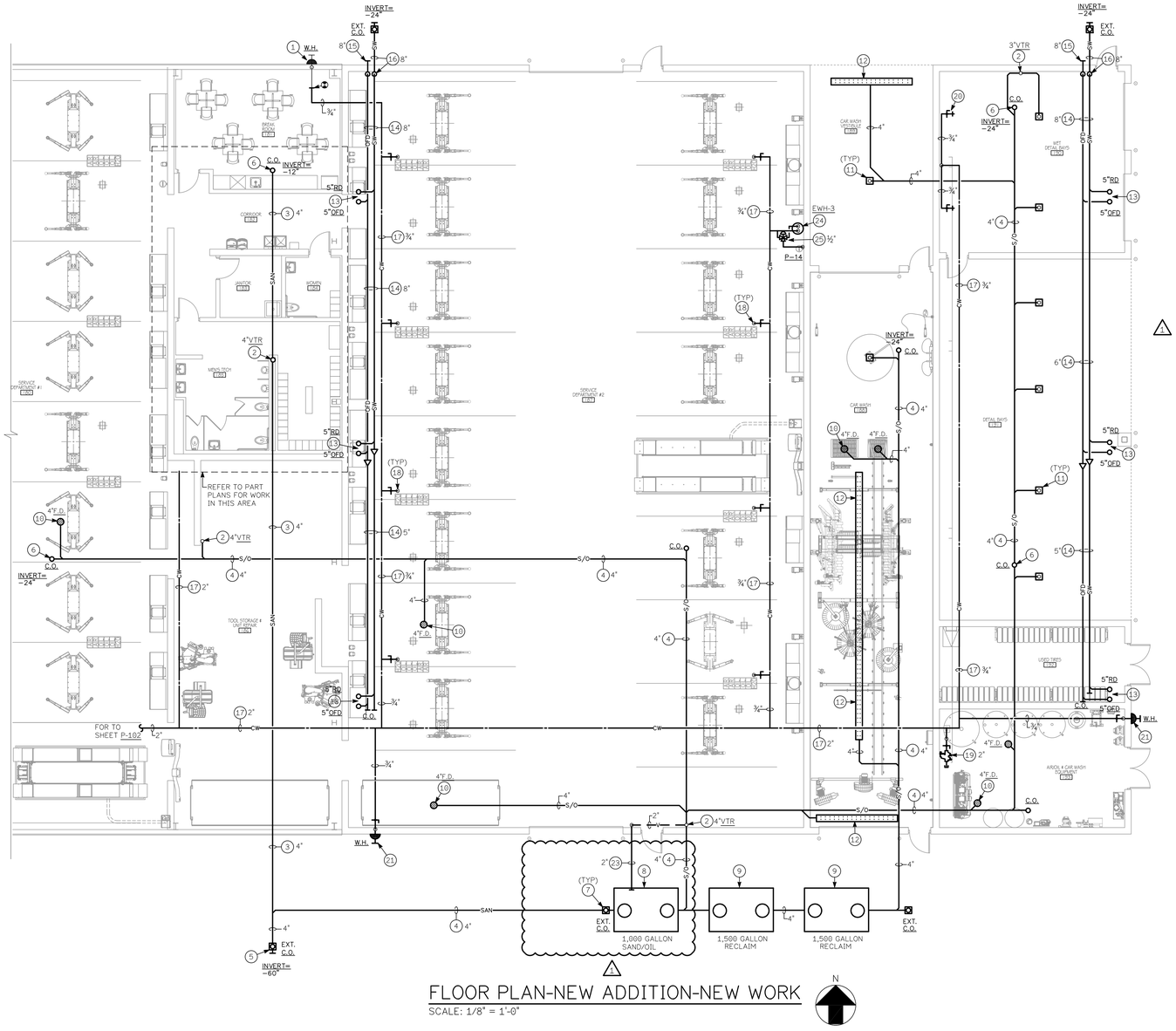
X St Lucie -Planning Division

BUILDING AND ZONING

OTHER

Florida Audubon - Charles Lee
Florida Fish & Wildlife Conservation Com
Michael N. Vanatta
Port St. Lucie Planning Division
Sierra Club - Central Florida Group

EXHIBIT 4



FLOOR PLAN-NEW ADDITION-NEW WORK

SCALE: 1/8" = 1'-0"

PLUMBING KEYED NOTES (1)(#)

1. EXISTING EXTERIOR WALL HYDRANT TO REMAIN.
2. SANITARY VENT PIPING UP THRU ROOF.
3. SANITARY PIPING BELOW FLOOR/GRADE SLOPED AT MINIMUM 1/8" PER FOOT.
4. SAND/OIL PIPING BELOW FLOOR/GRADE SLOPED AT MINIMUM 1/8" PER FOOT. ALL 2" SANITARY PIPING BELOW FIRST FLOOR SLAB/GRADE SHALL BE SLOPED AT 1/4" PER FOOT.
5. SANITARY POINT OF CONNECTION TO CIVIL SEWER LATERAL. REFER TO CIVIL DRAWINGS FOR CONTINUATION.
6. SANITARY CLEANOUT IN FLOOR (TYPICAL).
7. EXTERIOR SANITARY CLEANOUT (TYPICAL).
8. 1,000 GALLON SAND/OIL INTERCEPTER LOCATED BELOW GRADE. UNIT SHALL BE JENSEN PRECAST MODEL JP1000EE-SO, HIGHLAND TANK, MAYOR BROS, OR EQUAL WITH 4" CONNECTIONS AND H-20 HEAVY-DUTY CONSTRUCTION. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND LOCAL CODES. EARTH COVER SHALL NOT EXCEED 5'-0" OR PER LOCAL CODES. COORDINATE WITH CIVIL DRAWINGS.
9. 1,500 GALLON RECLAIM BUILDING TANK LOCATED BELOW GRADE. UNIT SHALL BE MARYLAND CONCRETE MODEL MC6G7-3 OR EQUAL WITH 4" CONNECTIONS AND H-20 HEAVY-DUTY CONSTRUCTION. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND LOCAL CODES. EARTH COVER SHALL NOT EXCEED 5'-0" OR PER LOCAL CODES. COORDINATE WITH CIVIL DRAWINGS.
10. 4" FLOOR DRAIN (TYPICAL).
11. 12"x12" AREA DRAIN WITH HEAVY-DUTY CAST IRON GRATE AND 4" OUTLET. WATTS MODEL FD-460 OR APPROVED EQUAL.
12. 12" WIDE PRE-SLOPED TRENCH DRAIN WITH REMOVABLE HEAVY DUTY CAST IRON GRATE.
13. STORM WATER PIPING UP TO ROOF AND OVERD DRAINS, SIZE AS INDICATED (TYPICAL).
14. STORM WATER AND OVERFLOW PIPING SUPPORTED HIGH FROM STRUCTURE AND SLOPE AT MINIMUM 1/8" PER FOOT.
15. OVERFLOW PIPING DOWN ALONG WALL AND THRU EXTERIOR WALL TO DISCHARGE NOZZLE AT 12" ABOVE GRADE. WADE MODEL 3940 OR APPROVED EQUAL WITH NICKLE FINISH.
16. STORM WATER PIPING DOWN ALONG WALL AND THRU FLOOR WITH CLEANOUT AT BASE OF RISER. EXTEND OUT 5'-0" BEYOND BUILDING BELOW GRADE TO EXTERIOR CLEANOUT AT CONNECTION TO CIVIL STORM LATERAL.
17. DOMESTIC WATER PIPING SUPPORTED HIGH FROM STRUCTURE ABOVE.
18. DOMESTIC WATER PIPING CONNECTED TO HOSE REEL WITH BALL VALVE (TYPICAL).
19. 2" DOMESTIC WATER PIPING EXTENDED DOWN TO 48" ABOVE FLOOR WITH BALL VALVE AND LEAD-FREE, BRONZE ASSE1013 "RPZ" REDUCED PRESSURE ZONE BACKFLOW ASSEMBLY MOUNTED IN HORIZONTAL, FOR CONNECTION TO CAR WASH EQUIPMENT. WATTS MODEL SERIES LF009 OR APPROVED EQUAL.
20. INTERIOR WALL MOUNTED HOSE BIB (SPIGOT) WITH VACUUM BREAKER AND HOSE END CONNECTION MOUNTED AT 24" ABOVE FLOOR (TYPICAL). WATTS SC8 OR APPROVED EQUAL.
21. EXTERIOR FREEZE-PROOF RECESSED WALL HYDRANT WITH VACUUM BREAKER, KEY CONTROL, NB BOX AND COVER. WATTS MODEL HY-725 OR APPROVED EQUAL.
22. 36"x36"x36" CATCH BASIN WITH 6" INLET/OUTLET AND HEAVY DUTY CAST IRON GRATE COVER.
23. SANITARY VENT PIPING BELOW GRADE AND SLOPED UP TOWARDS BUILDING.
24. ELECTRIC WATER HEATER SUPPORTED FROM WALL ON PLATFORM 8'-0" ABOVE FLOOR IN FULL SIZE DRAIN PAN. REFER TO SCHEDULE.
25. ANSI Z358.1 LISTED TEMPERING VALVE SET AT 60°F FOR EYE WASH. PROVIDE 1/2" HW/CW CONNECTIONS TO VALVE AND 1/2" TEPID PIPING DOWN TO EYE WASH CONNECTION.

0 4 8 16 24

SCALE:1/8"=1'-0"

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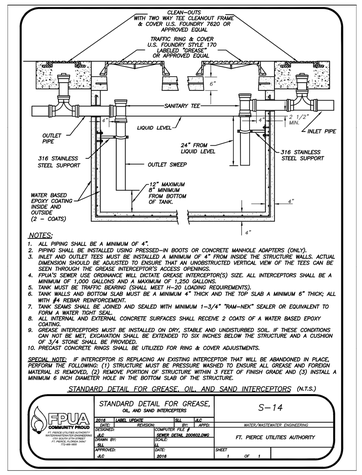
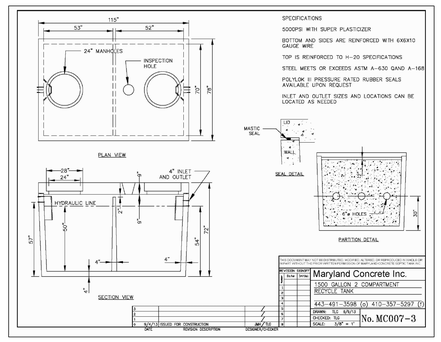
No.	Issue / Revision	Date
	Permit Comments	2022.01.25
	Permit Set	2021.12.01
	Permit/Bid Set	2021.10.08
	90% Review Submission	2021.07.30
	50% Review Submission	2021.07.09
Drawn By:		MRB/JLS
Checked By:		EPL/JFR
Plot Date:		

Sheet Number
P-103
Sheet Title
FLOOR PLAN-NEW ADDITION-NEW WORK

Project Number	File Name
21-060	

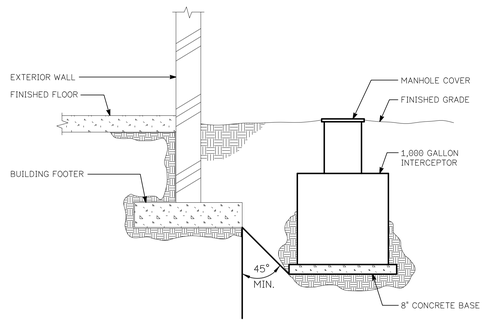




1,500 GALLON RECLAIM HOLDING TANK FOR CAR WASH

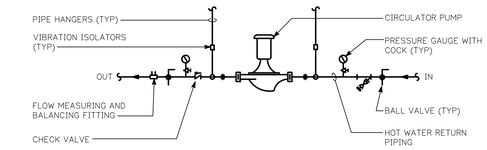
NO SCALE

NOTES:
1) INTERCEPTER TO BE IN ACCORDANCE WITH ALL LOCAL CODE REQUIREMENTS.
2) RECLAIM TANK SHOWN IS MANUFACTURED BY MARYLAND PRECAST MODEL #MC007-3, JENSEN PRECAST, OLD CASTLE, OR EQUAL. COORDINATE EXACT SIZE AND DIMENSIONS WITH SELECTED MANUFACTURER AND CIVIL DRAWINGS.
3) TANK DESIGNED FOR H-20 HEAVY DUTY TRAFFIC. EARTH COVER SHALL NOT EXCEED 5'-0" OR PER LOCAL CODES.



INTERCEPTOR INSTALLATION

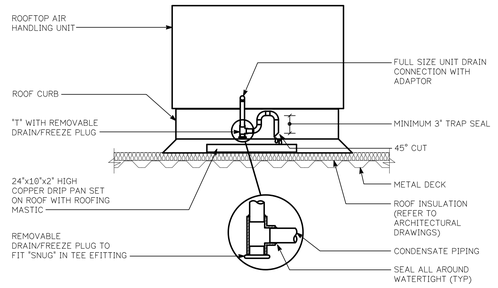
NO SCALE



DOMESTIC HOT WATER IN-LINE CIRCULATOR PUMP PIPING DIAGRAM

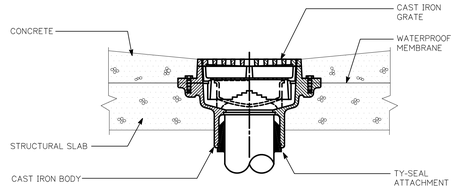
NO SCALE

NOTE:
SUPPORT PUMP FROM PIPING ONLY. PROVIDE ADJUSTABLE PIPE SADDLE AND SUPPORT WITH NEOPRENE GASKETS AS REQUIRED.



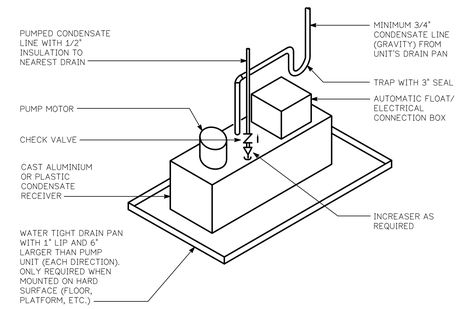
ROOFTOP UNIT CONDENSATE TRAP DETAIL

NO SCALE



AREA DRAIN DETAIL

NO SCALE



CONDENSATE PUMP UNIT DETAIL

NO SCALE

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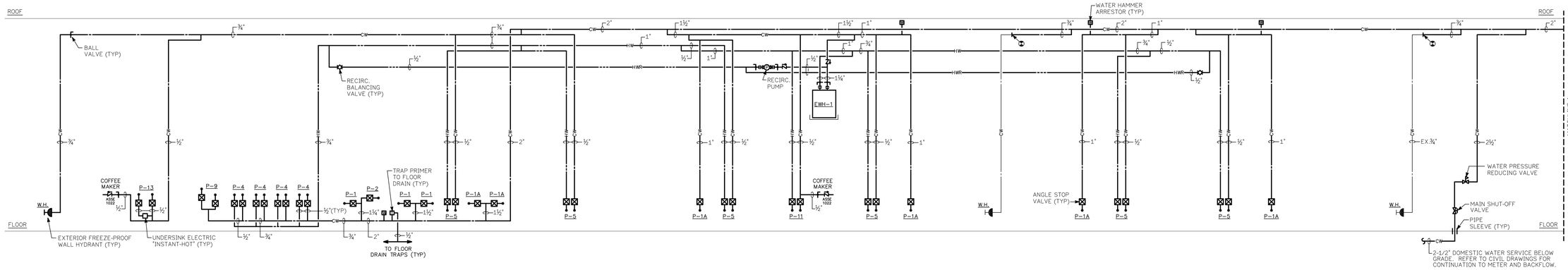
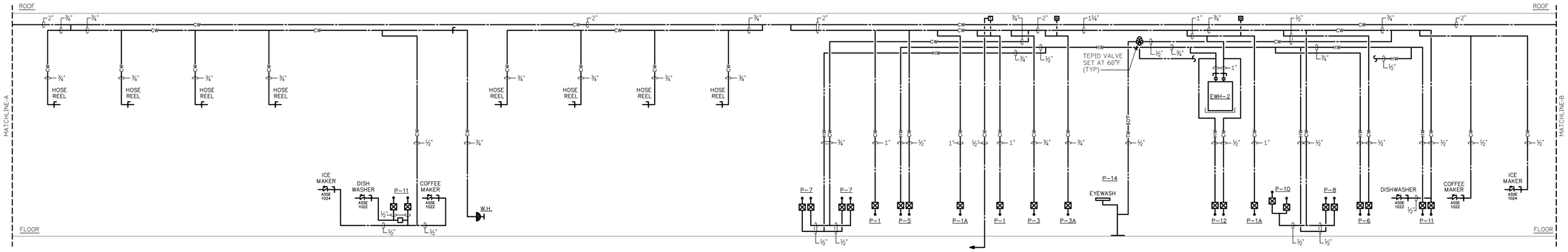
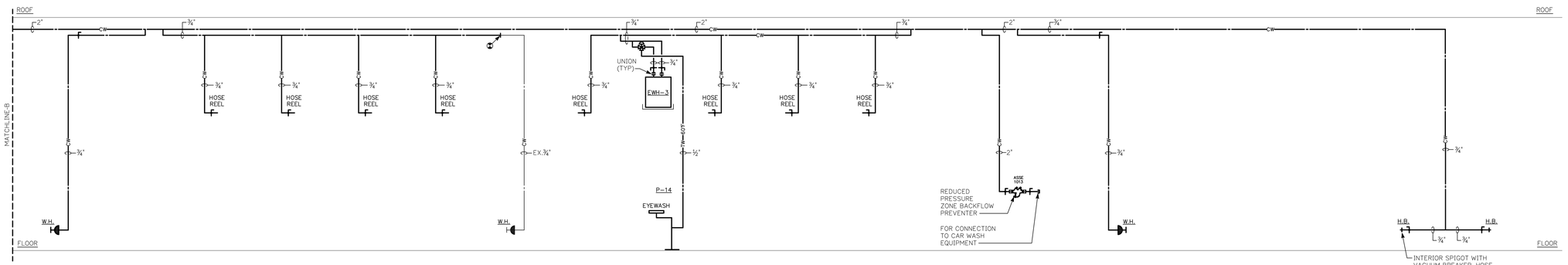
	Permit Set	2021.12.01
	Permit/Bid Set	2021.10.08
	90% Review Submission	2021.07.30
	50% Review Submission	2021.07.09
Drawn By:		MRB/JLS
Checked By:		EPL/JFR
Plot Date:		

Sheet Number
P-502
Sheet Title
DETAILS (CON'T)

Project Number	File Name
21-060	







DOMESTIC WATER RISER DIAGRAM

NO SCALE

NOTES:
1) EACH OF THE P-4 AND P-5 LAVATORIES AND P-8 AND P-9 SINKS SHALL BE PROVIDED WITH UNDERSINK THERMOSTATIC MIXING VALVE SET AT 105°F.
2) FROM THE 2020 FLORIDA PLUMBING CODE, THE TOTAL FIXTURE UNITS= 185 WSFUs, WHICH EQUALS APPROX. 90 GPM FROM THE DEMAND CHART. CAR WASH IS APPROX. 40 GPM, SO TOTAL= 130 GPM. DESIGN WILL INCORPORATE A 2-1/2" WATER SERVICE AND A 2" WATER METER LOCATED BEYOND BUILDING.

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1	Permit Comments	2022.01.25
	Permit Set	2021.12.01
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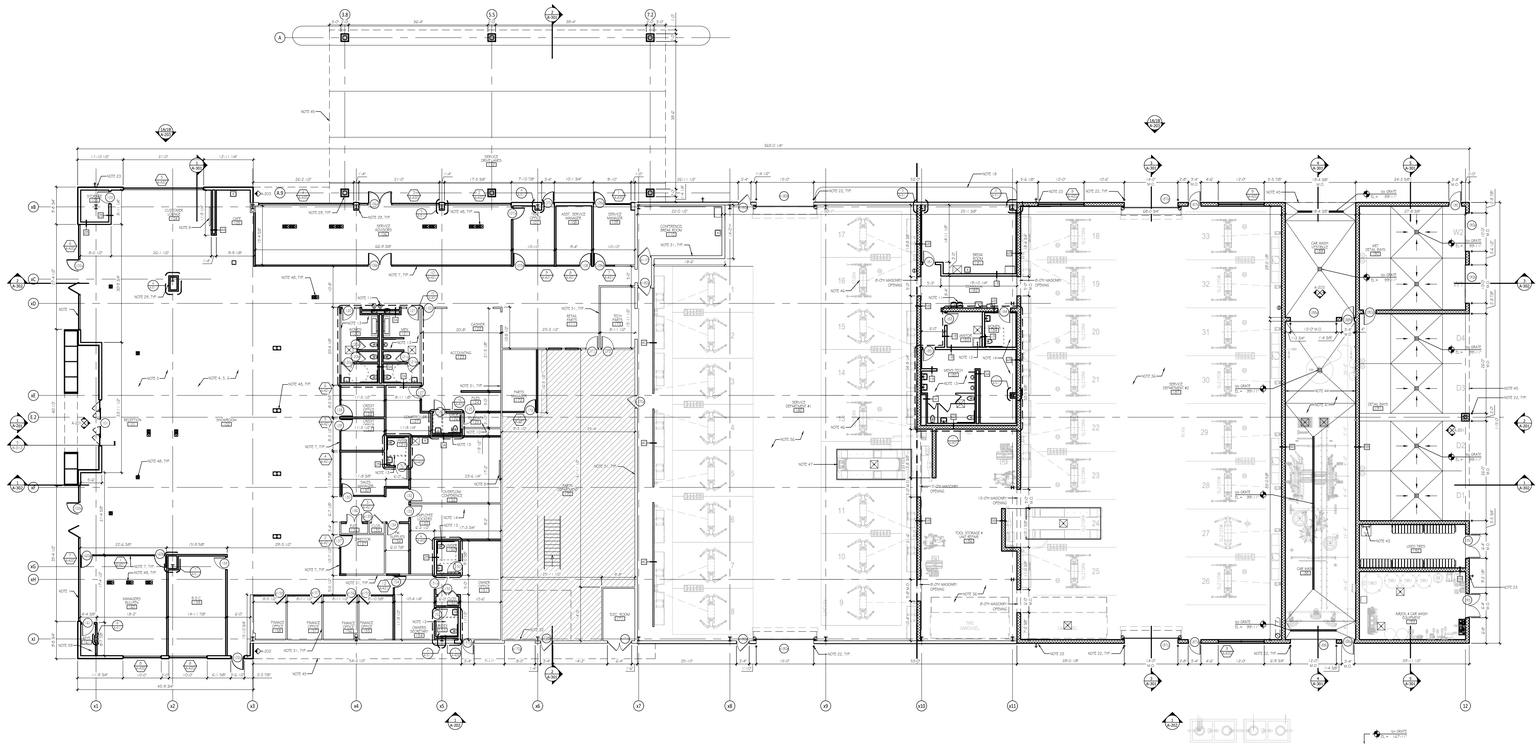
	90% Review Submission	2021.07.30
	50% Review Submission	2021.07.09

Drawn By: MRB/JLS
Checked By: EPL/JFR
Plot Date:

Sheet Number
P-602
Sheet Title
DOMESTIC WATER RISER DIAGRAMS

Project Number 21-060
File Name



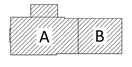
1 OVERALL FLOOR PLAN

Scale: 1/16" = 1'-0"

NORTH ARROW & SCALE

0 2' 4' 8' 16'

1/8" = 1'-0" @ 30"x42"



KEY PLAN

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I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Florida, license number: AR97071; expiration date: February 28, 2022

No.	Issue / Revision	Date
	Permit Set	2021.12.01
	Permit/Bid Set	2021.10.08
	90% Review Set	2021.07.30
	SET Review	2021.05.28
	30% Review Set	2021.04.05

Drawn By:	TK
Checked By:	PS
Plot Date:	December 6, 2021

Sheet Number

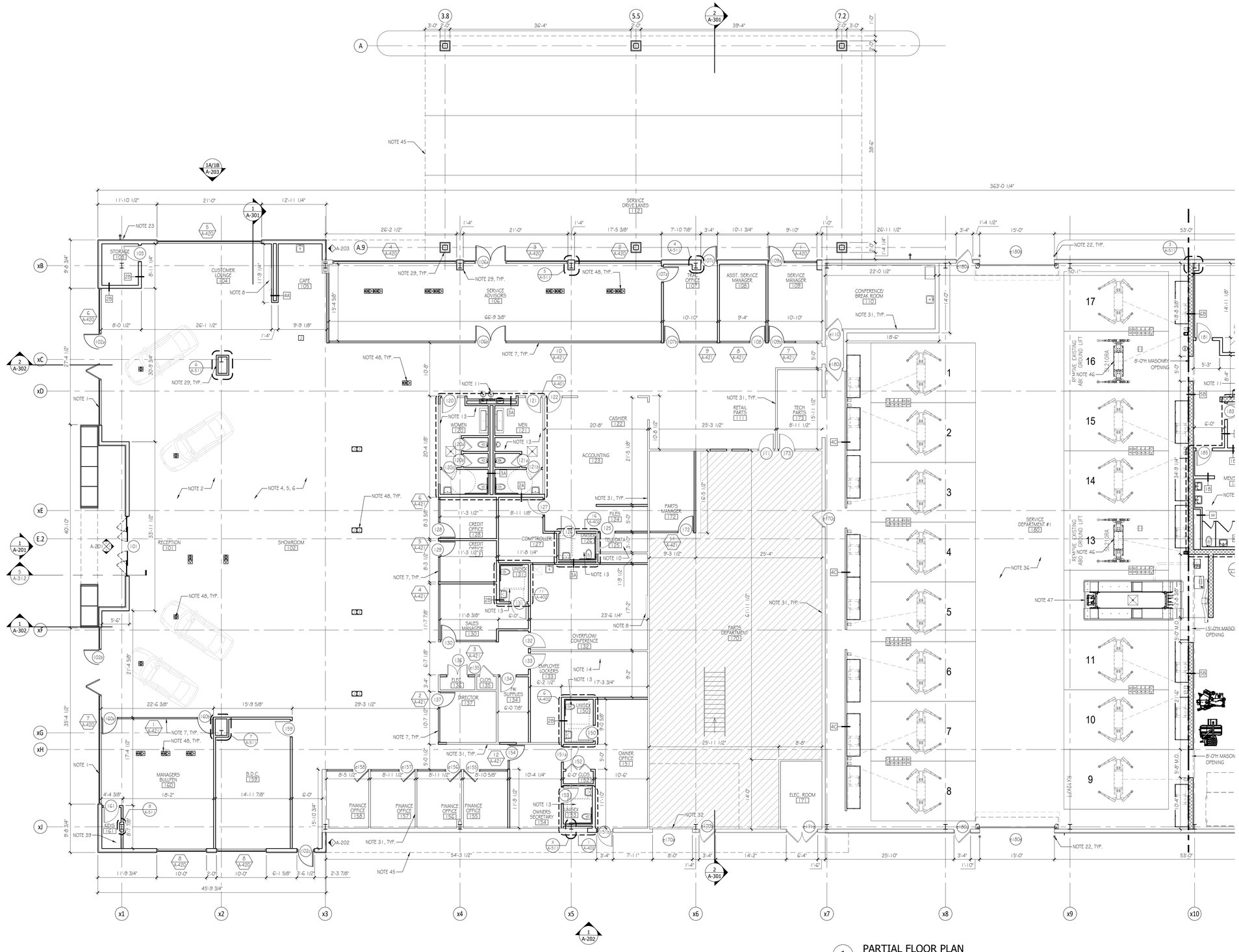
A-110

Sheet Title

Overall Floor Plan

Project Number	File Name
BST001a	BST001a_A-110.dwg

Z:\Projects\Bev Smith\BST001a - Bev Smith Toyota\4Arch\Sheets\2Arch\100\BST001a_A-110.dwg



1 PARTIAL FLOOR PLAN

Scale: 1/8" = 1'-0"

KEYED FLOOR PLAN NOTES

1. NEW CURTAIN WALL / STOREFRONT, REFER TO A-401,A-402
2. NEW CONCRETE SLAB ON GRADE REFER TO STRUCT.
3. NEW COLUMNS & FOUNDATION FOOTINGS, REFER TO STRUCTURAL DRAWINGS & TYPICAL DETAILS ON SHEET A-502
4. NEW FLOOR FINISH, REFER TO FINISH PLAN AND SCHEDULE
5. NEW CEILING FINISH, REFER TO REFLECTED CEILING PLAN
6. ALL NEW INTERIOR PARTITIONS TO BE PAINTED, REFER TO FINISH SCHEDULE
7. NEW INTERIOR GLAZING & GLASS DOORS, REFER TO A-421
8. WALL-MOUNTED TELEVISION BY OWNER; PROVIDE BLOCKING & RECESSED WIRING BOX FOR POWER & LOW VOLTAGE; SEE MEP
9. PROVIDE ¾" THK. FRT PLYWOOD FOR WALL-MOUNTED NETWORKING EQUIPMENT ABOVE; SEE MEP
10. COORD. INSTALLATION OF OWNERS I.T. EQUIPMENT w/ OWNERS VENDOR; SEE MEP FOR ADD'L REQUIREMENTS
11. HIGH LOW WATER FOUNTAIN AND COOLER, REFER TO PLUMBING DRAW
12. NEW FLOOR SINK, REFER TO PLUMBING DRAWINGS
13. NEW PLUMBING FIXTURES & ACCESSORIES, REFER TO A401, A-402, & A-403 AND PLUMBING DRAWINGS
14. NEW LOCKERS, BY OWNER
15. NEW OVERHEAD SECURITY GATE, REFER TO DOOR SCHEDULE COORDINATE WITH ELEC. DWGS.
16. NEW ELECTRICAL PANELS, REFER TO ELECTRICAL DRAWINGS
17. CONDUIT STUBS FOR POWER &/OR DATA TO FURNITURE BY OWNER VENDOR; SEE MEP FOR ADDITIONAL REQUIREMENTS (CONTINUATION INTO FURNITURE & DEVICES, ETC.); FINAL LAYOUT TO BE PROVIDED BY OWNER
18. NEW CONCRETE SIDEWALK, REFER TO CIVIL DRAWINGS
19. NEW SEALED CONCRETE, REFER TO FINISH SCHEDULE
20. NEW PRE. FIN. ALUMN. DOWNSPOUT, COLOR TO MATCH ADJACENT WALL.
21. NEW CUSTOMER-AREA CONCRETE BOLLARD WITH BRUSH STAINLESS STEEL SLEEVE; REFER TO SHEET A-501
22. NEW NON-CUSTOMER AREA BOLLARD; REFER TO SHEET A-501
23. HOSE BIB; SEE PLUMBING
24. NEW TRENCH DRAINS OR FLOOR DRAINS, REFER TO SHEET A-501 AND PLUMBING & CIVIL DRAWINGS
25. NEW 5" REINFORCED CONCRETE SLAB AND FOUNDATION FOOTINGS, REFER TO STRUCTURAL DRAWINGS
26. NEW PAINTED DIRECTIONAL TRAFFIC ARROWS
27. G.C. SHALL COORD. WITH OWNER THE EXISTING CONDITIONS OF EXTERIOR WALL PANELS.
28. EXTERIOR AND INTERIOR SERVICE WALL PANELS TO BE CLEAN AND PREP TO RECEIVE NEW FINISH, REFER TO FIN. SCHEDULE
29. NEW COLUMN ENCLOSURE
30. EXISTING COLUMNS TO REMAIN, ALL EXPOSE COLUMNS SHALL BE CLEAN & PREP TO RECEIVE NEW PAINT, REFER TO FINISH SCHEDULE
31. ALL EXISTING PARTITIONS TO BE REPAIR AND PREP TO RECEIVE NEW PAINT TO MATCH NEW PARTITION COLOR SCHEME, REFER TO FINISH SCHEDULE AND FLOOR PLAN LEGEND.
32. ALL EXISTING OVERHEAD DOORS & DOOR FRAMES TO REMAIN, PREP TO RECEIVE NEW PAINT, REFER TO FINISH SCHEDULE;G.C. SHALL COORD WITH OWNER ON EXIST. CONDITIONS.
33. EXISTING ELECTRICAL PANELS TO REMAIN, REFER TO ELECTRICAL DRAWINGS
34. EXISTING CAR LIFT EQUIPMENT TO REMAIN
35. EXISTING TRENCH DRAIN TO REMAIN, CLEAN ALL PIPES AND PREP. IRON GRATE INLAY TO RECEIVE NEW FINISH.
36. SERVICE DEPARTMENT EQUIPMENT (INCL. LIFTS, TOOL BENCHES, WHEEL SERVICE, TIRE CAROUSELS, OIL STORAGE, COMPRESSORS, ETC.) BY OWNER VENDOR; G.C. SHALL COORDINATE ALL WORK w/ VENDOR; SEE MEP FOR ADDITIONAL R REQUIREMENTS
37. LINE OF FLOOR FINISH CHANGE DEMARCATION REFER TO FINISH SCHEDULE
38. NEW CONC. STEPS AND HANDRAILING / GUARDRAIL (PHTD)
39. OWNER-PROVIDED KEY DISPENSING MACHINE - SEE ELECTRICAL DRAWINGS FOR CONNECTION; G.C. TO COORDINATE w/ OWNERS VENDOR IN FIELD.
40. ALIGN NEW WALL FACE TO MATCH EXISTING WALL FACE - V.I.F.; G.C. TO COORDINATE.
41. CAR WASH EQUIPMENT BY OWNER VENDOR; SEE MEP; COORD. INSTALLATION OF ALL DRAINS & MEP ROUGH-INS w/ VENDOR REQUIREMENT
42. HIGH SPEED OVERHEAD DOOR, COIL ABOVE; SEE SECTIONS & DOOR SCHEDULE; SEE MEP & STRUCTURAL FOR ADDITIONAL REQUIREMENTS
43. FIXED STEEL LADDER & ROOF HATCH ABOVE; SEE TYPICAL DETAILS
44. LINE WALLS AND OVERHEAD w/ PVC WALL PANELS, SEE FINISH SCHED. FOR PRODUCT INFO.
45. LINE OF CANOPY OR OVERHANG ABOVE; SEE ROOF PLAN & ELEVATIONS
46. NEW LIFT EQUIPMENT; SEE MEP & VENDOR SHOP DRAWINGS
47. NEW ALIGNMENT RACK; SEE MEP & VENDOR SHOP DRAWINGS
48. FLOOR BOX, USB OR OTHER POWER/DATA RECEPTACLE; SEE MEP.

GENERAL FLOOR PLAN NOTES

- ALL INTERIOR PARTITIONS ARE TYPE 1 (3-5/8" METAL STUDS w/ 5/8" GYP. BD. @ EACH SIDE) U.O.N. - SEE SHEET A-502 FOR ALL WALL TYPES, ALL DIMENSIONS ARE TO FACE OF FINISHED SURFACE, U.O.N.
- ALL DIMENSIONS ARE TO FACE OF WALL UNLESS NOTED OTHERWISE
- OUTSIDE EDGE OF ALL HM DOOR FRAMES TO BE 3" FROM ADJACENT WALL @ STUD WALLS & 4" FROM ADJACENT WALL @ MASONRY WALLS, UNLESS OTHERWISE NOTED
- ALL FURNITURE INDICATED IN PLAN IS PROVIDED BY OWNER; G.C. SHALL COORDINATE ALL INSTALLATION REQUIREMENTS
- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD; NOTIFY ARCHITECT OF DISCREPANCIES
- SEE SHEET A-501 FOR TYPICAL DETAILS
- SEE SHEET A-502 PARTITION TYPES
- SEE SHEET A-601 FOR DOOR SCHEDULE
- SEE SHEET A-610 FOR FINISH & MATERIALS SCHEDULE

PLAN LEGEND

NEW DOOR # TAG - SEE DOOR SCHEDULE	
EXISTING DOOR TO REMAIN	
NEW WALL	
EXISTING WALL/PARTITION TO REMAIN	
AREA NOT IN CONTRACT - NO WORK PROPOSED	

NORTH ARROW & SCALE

0 2' 4' 8' 16'

1/8" = 1'-0" @ 30"x42"

KEY PLAN

PENNEY DESIGN GROUP

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	90% Review Set	2021.07.30
	SET Review	2021.05.28
	30% Review Set	2021.04.05

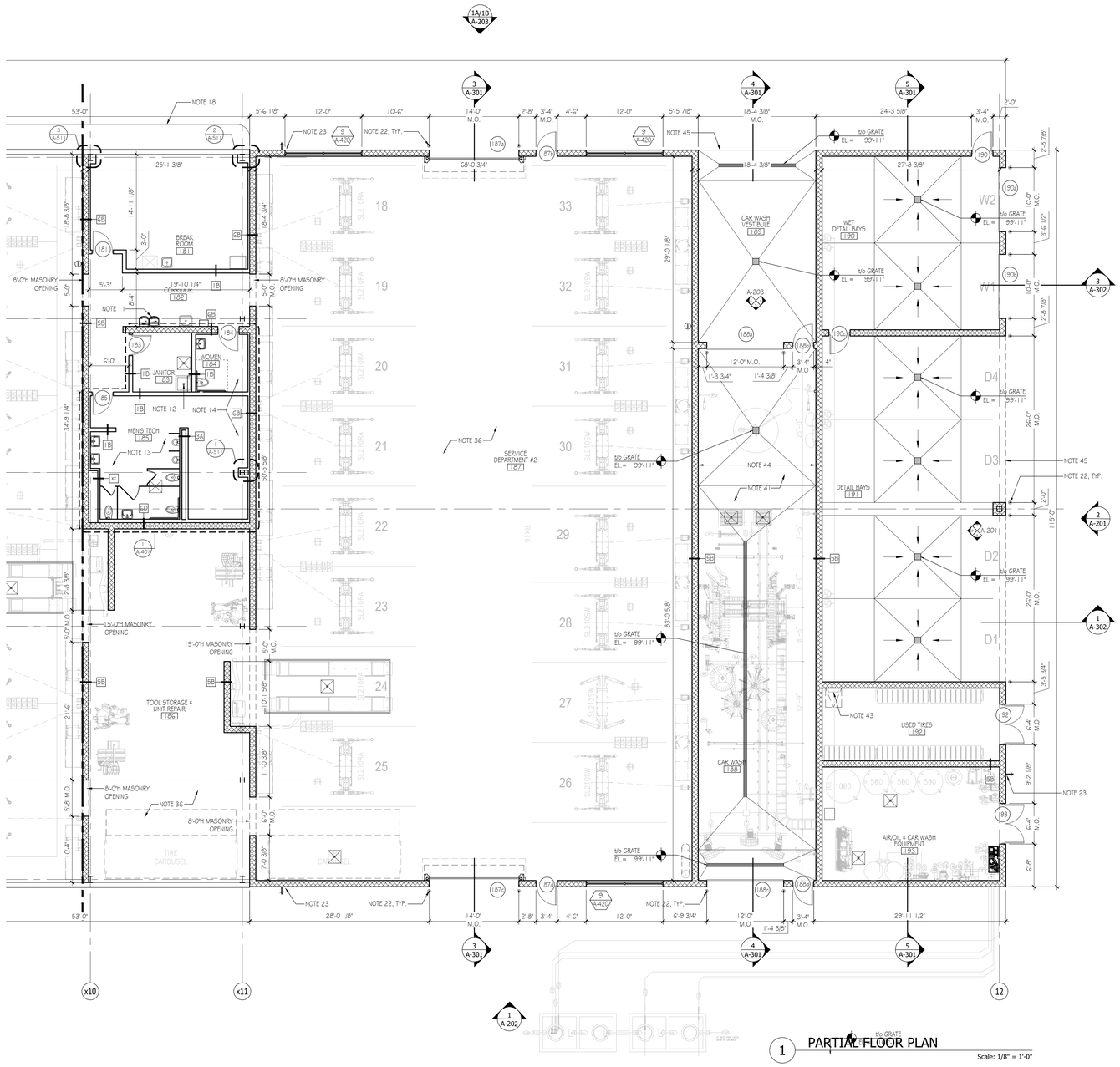
Drawn By: TK
Checked By: PS
Plot Date: December 6, 2021

Sheet Number
A-110A

Sheet Title
Partial Floor Plan

Project Number	File Name
BST001a	BST001a_A-110A.dwg

Z:\Projects\Bev Smith\BST001a - Bev Smith Toyota\4Arch\Sheets\2Arch\100\BST001a_A-110A.dwg



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Scale: 1/8" = 1'-0"

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9. PROVIDE $\frac{3}{4}$" THK. FRT PLYWOOD FOR WALL-MOUNTED NETWORKING EQUIPMENT ABOVE; SEE MEP
10. COORD. INSTALLATION OF OWNER'S I.T. EQUIPMENT w/ OWNER'S VENDOR; SEE MEP FOR ADD'L REQUIREMENTS
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21. NEW CUSTOMER-AREA CONCRETE BOLLARD WITH BRUSH STAINLESS STEEL SLEEVE; REFER TO SHEET A-501
22. NEW NON-CUSTOMER AREA BOLLARD; REFER TO SHEET A-501
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24. NEW TRENCH DRAINS OR FLOOR DRAINS, REFER TO SHEET A-501 AND PLUMBING & CIVIL DRAWINGS
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30. EXISTING COLUMNS TO REMAIN, ALL EXPOSE COLUMNS SHALL BE CLEAN & PREP TO RECEIVE NEW PAINT, REFER TO FINISH SCHEDULE
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34. EXISTING CAR LIFT EQUIPMENT TO REMAIN
35. EXISTING TRENCH DRAIN TO REMAIN, CLEAN ALL PIPES AND PREP. IRON GRATE INLAY TO RECEIVE NEW FINISH.
36. SERVICE DEPARTMENT EQUIPMENT (INCL. LIFTS, TOOL BENCHES, WHEEL SERVICE, TIRE CAROUSELS, OIL STORAGE, COMPRESSORS, ETC.) BY OWNER VENDOR; G.C. SHALL COORDINATE ALL WORK w/ VENDOR; SEE MEP FOR ADDITIONAL R REQUIREMENTS
37. LINE OF FLOOR FINISH CHANGE DEMARCATION REFER TO FINISH SCHEDULE
38. NEW CONC. STEPS AND HANDRAILING / GUARDRAIL (PNTD)
39. OWNER-PROVIDED KEY DISPENSING MACHINE - SEE ELECTRICAL DRAWINGS FOR CONNECTION. G.C. TO COORDINATE w/ OWNER'S VENDOR IN FIELD.
40. ALIGN NEW WALL FACE TO MATCH EXISTING WALL FACE - V.I.F., G.C. TO COORDINATE.
41. CAR WASH EQUIPMENT BY OWNER VENDOR; SEE MEP; COORD. INSTALLATION OF ALL DRAINS & MEP ROUGH-INS w/ VENDOR REQUIREMENT
42. HIGH SPEED OVERHEAD DOOR COIL ABOVE; SEE SECTIONS & DOOR SCHEDULE; SEE MEP & STRUCTURAL FOR ADDITIONAL REQUIREMENTS
43. FIXED STEEL LADDER & ROOF HATCH ABOVE; SEE TYPICAL DETAILS
44. LINE WALLS AND OVERHEAD w/ PVC WALL PANELS, SEE FINISH SCHED. FOR PRODUCT INFO.
45. LINE OF CANOPY OR OVERHANG ABOVE; SEE ROOF PLAN & ELEVATIONS
46. NEW LIFT EQUIPMENT, SEE MEP & VENDOR SHOP DRAWINGS
47. NEW ALIGNMENT RACK; SEE MEP & VENDOR SHOP DRAWINGS
48. FLOOR BOX, USB OR OTHER POWER/DATA RECEPTACLE; SEE MEP.

GENERAL FLOOR PLAN NOTES

- ALL INTERIOR PARTITIONS ARE TYPE 1 (3-5/8" METAL STUDS w/ 5/8" GYP. BD. @ EACH SIDE) U.O.N. - SEE SHEET A-502 FOR ALL WALL TYPES, ALL DIMENSIONS ARE TO FACE OF FINISHED SURFACE, U.O.N.
- ALL DIMENSIONS ARE TO FACE OF WALL UNLESS NOTED OTHERWISE
- OUTSIDE EDGE OF ALL HM DOOR FRAMES TO BE 3" FROM ADJACENT WALL @ STUD WALLS & 4" FROM ADJACENT WALL @ MASONRY WALLS, UNLESS OTHERWISE NOTED
- ALL FURNITURE INDICATED IN PLAN IS PROVIDED BY OWNER; G.C. SHALL COORDINATE ALL INSTALLATION REQUIREMENTS
- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD; NOTIFY ARCHITECT OF DISCREPANCIES
- SEE SHEET A-501 FOR TYPICAL DETAILS
- SEE SHEET A-502 PARTITION TYPES
- SEE SHEET A-601 FOR DOOR SCHEDULE
- SEE SHEET A-610 FOR FINISH & MATERIALS SCHEDULE

PLAN LEGEND

- NEW DOOR & TAG - SEE DOOR SCHEDULE
- EXISTING DOOR TO REMAIN
- NEW WALL
- EXISTING WALL/PARTITION TO REMAIN
- AREA NOT IN CONTRACT - NO WORK PROPOSED

NORTH ARROW & SCALE

0 2' 4' 8' 16'

1/8" = 1'-0" @ 30"x42"

KEY PLAN

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Drawn By: TK
Checked By: PS
Plot Date: December 6, 2021

Sheet Number
A-110B

Sheet Title
Partial Floor Plan

Project Number	File Name
BST001a	BST001a_A-110B.dwg

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PRODUCT DESIGN PRESSURES for EXTERIOR MATERIALS

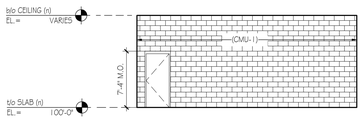
CATEGORY - SUBCATEGORY	FLORIDA PRODUCT APPROVAL NUMBER	CODE VERSION	DESIGN PRESSURE		REMARKS
			POSITIVE	NEGATIVE	
PANEL WALLS - EXTERIOR INSULATION & FINISH SYSTEM	FL#3423.3	2017	+55	-40	DRYVIT OUTSULATION PLUS MD; SEE EXTERIOR MATERIALS SCHEDULE FOR COMPLETE SPECIFICATIONS
PANEL WALLS - SIDING	FL#29842.1	2017	+70	-90	METAL COMPOSITE MATERIAL PANELS BY ALUCOBOND; SEE EXTERIOR MATERIALS SCHEDULE FOR COMPLETE SPECIFICATIONS; SUBSTITUTIONS ARE NOT PERMITTED
PANEL WALLS - STOREFRONTS	FL#14287.1	2017	+45	-45	KAWNEER TRIFAB 451T; SEE STOREFRONT DETAILS FOR COMPLETE SPECIFICATIONS
PANEL WALLS - CURTAIN WALLS	FL#5388.2	2017	+70	-70	KAWNEER 1600 SYSTEM 1 CURTAIN WALL, STEEL REINFORCED; SEE EXTERIOR GLAZING DETAILS FOR COMPLETE FRAMING AND GLAZING SPECIFICATIONS
ROOFING - SINGLE-PLY ROOF SYSTEMS	FL#10264.1	2017	n/a	-90	FIRESTONE ULTRAPLY TPO, FULLY-ADHERED; SEE ROOF PLAN FOR COMPLETE SPECIFICATIONS; EVALUATION REPORT TABLE 2F, TYPE C-1, SYSTEM No. SC-122
ROOFING - ACCESSORIES THAT ARE INTEGRAL TO THE ROOFING SYSTEM	FL#15110.1	2017	+70	-70	THE BILCO Co., TYPE S DOOR, STEEL FRAME w/ ALUMINUM COVER
SHUTTERS - ROLL-UP	FL#21901.1	2017	+55	-55	IMPACT HURRICANE SYSTEMS, 60mm ROLL-DOWN SHUTTER; DESIGN PRESSURE VARIES BY OPENING SIZE; DESIGN PRESSURE INDICATED IS BASED UPON MAX. WIDTH = 18'-0"; SEE DOOR SCHEDULE FOR ADDITIONAL DETAIL
EXTERIOR DOORS - ROLL-UP EXTERIOR DOOR ASSEMBLIES	FL#742.9	2017	+50	-50	OVERHEAD DOOR CORPORATION MODEL #611; SEE DOOR SCHEDULE FOR COMPLETE SPECIFICATIONS
EXTERIOR DOORS - SECTIONAL EXTERIOR DOOR ASSEMBLIES	FL#17629.1	2017	+48	-54	OVERHEAD DOOR CORPORATION MODEL #511; SEE DOOR SCHEDULE FOR COMPLETE SPECIFICATIONS
EXTERIOR DOORS - SWINGING EXTERIOR DOOR ASSEMBLIES	FL#8786.1	2017	+65	-65	KAWNEER, 350IR OUT-SWING DOORS
EXTERIOR DOORS - SWINGING EXTERIOR DOOR ASSEMBLIES	FL#16355.2	2017	+100	-100	CECO DOOR PRODUCTS, ASSEMBLY 3 (SINGLE DOOR)
EXTERIOR DOORS - SWINGING EXTERIOR DOOR ASSEMBLIES	FL#16355.2	2017	+70	-70	CECO DOOR PRODUCTS, ASSEMBLY 6 (PAIR OF DOORS)
EXTERIOR DOORS - SECTIONAL EXTERIOR DOOR ASSEMBLIES	FL#16796.12	2017	+34.30	-38.30	OVERHEAD DOOR CORPORATION MODEL #525; SEE DOOR SCHEDULE FOR COMPLETE SPECIFICATIONS

GENERAL NOTES
- REFER TO THE STRUCTURAL DRAWINGS FOR SPECIFIC WIND LOAD CRITERIA FOR COMPONENTS & CLADDING
- UNLESS NOTED OTHERWISE, THE ABOVE-REFERENCED PRODUCTS & APPROVALS MAY BE USED AS A BASIS-OF-DESIGN
- THE CONTRACTOR MAY SUBMIT ALTERNATE PRODUCTS THAT MEET THE SPECIFIED PERFORMANCE REQUIREMENTS FOR APPROVAL BY THE ARCHITECT & BUILDING OFFICIAL

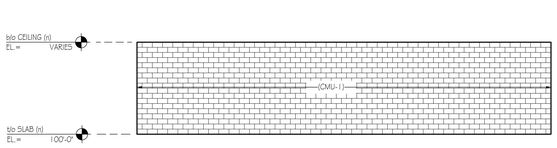
EXTERIOR MATERIALS SCHEDULE

TAG	TYPE	SPECIFICATION	REMARKS
ACM-1	ALUMINUM COMPOSITE PANEL	REYNOBOND BY ALCOA OR APOLIC BY MITSUBISHI - 4MM THICK BONDED METAL PANEL - TOYOTA SILVER - ROUT & RETURN DRY JOINT RAINSCREEN SYSTEM	EXTERIOR WALLS AS NOTED
ACM-2	ALUMINUM COMPOSITE PANEL	REYNOBOND BY ALCOA OR APOLIC BY MITSUBISHI - 4MM THICK BONDED METAL PANEL - TOYOTA RED - ROUT & RETURN DRY JOINT RAINSCREEN SYSTEM	EXTERIOR FACADE ACCENT BAND AS NOTED
CMU-1	SPLIT-FACE CONCRETE MASONRY UNIT	12" SPLIT-FACE BLOCK - NEW HOLLAND - MIST N1064 - DRY BLOCK ADMIXTURE - CORE-FILL 500 (OR SIMILAR) @ ALL CELLS NOT FULLY GROUTED	NEW CMU WALLS; PROVIDE MATTE-FACED UNITS AS NOTED ON THE ELEVATIONS/SECTIONS
EIFS-1	EXTERIOR INSULATION & FINISH SYSTEM	DRYVIT - OUTSULATION PLUS MD - DPR SANDPEBBLE FINISH - PAINT TO MATCH EP-2	
EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS - EXTERIOR STAIN - SW-2850 - CHELSEA GRAY	EXISTING & NEW EXTERIOR WALLS AS NOTED
EP-2	EXTERIOR PAINT	SHERWIN WILLIAMS - MOONLIGHT WHITE	BOLLARDS & DOORS - GLOSS FINISH
PC-1	PRE-FORMED FASCIA	PAC-CLAD - PAC-CONTINUOUS COPING - 4" HEIGHT - SLATE GRAY OR EQUAL	PARAPET COPING @ NEW CMU WALLS

GENERAL EXTERIOR FINISH SCHEDULE NOTES
- UNLESS NOTED OTHERWISE, PAINTED SURFACES SHALL BE PREPARED & FINISHED AS FOLLOWS:
  - EXTERIOR HOLLOW METAL DOOR FRAMES & MISCELLANEOUS METALS - 1 COAT PRIMER - 2 FINISH COATS - SEMI-GLOSS FINISH
  - EXTERIOR GYPSUM WALLBOARD CEILINGS/SOFFITS - 1 COAT PRIMER - 2 FINISH COATS - FLAT FINISH
  - EXTERIOR WALLS - STUCCO/EIFS - 1 COAT PRIMER - 2 FINISH COATS - SATIN FINISH



9 PROPOSED REAR ELEVATION @ DETAIL BAYS
Scale: 1/8" = 1'-0"



8 PROPOSED REAR ELEVATION @ DETAIL BAYS
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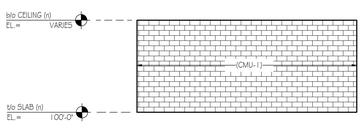

7 PROPOSED REAR ELEVATION @ DETAIL BAYS
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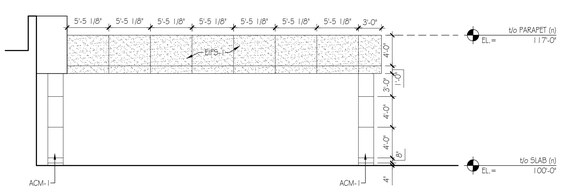
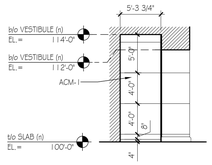
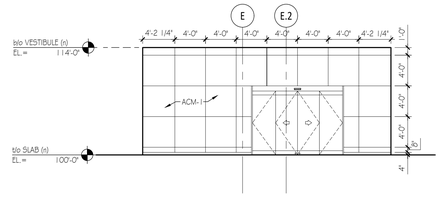


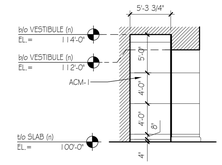
3 PROPOSED EAST ELEVATION @ SERVICE DRIVE LANES
Scale: 1/8" = 1'-0"



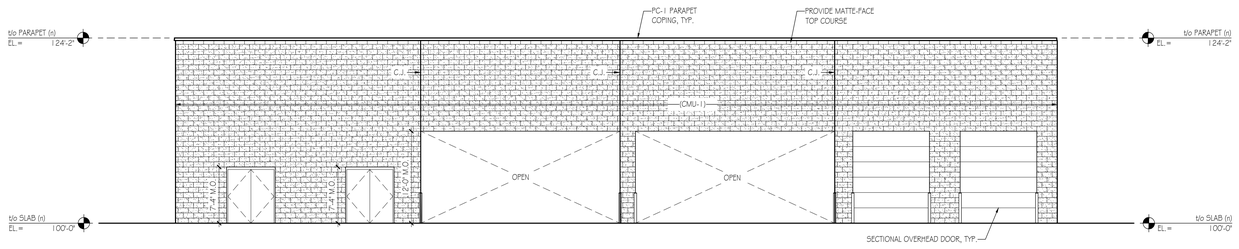
6 PROPOSED SIDE ELEVATION @ ENTRY VESTIBULE
Scale: 1/8" = 1'-0"



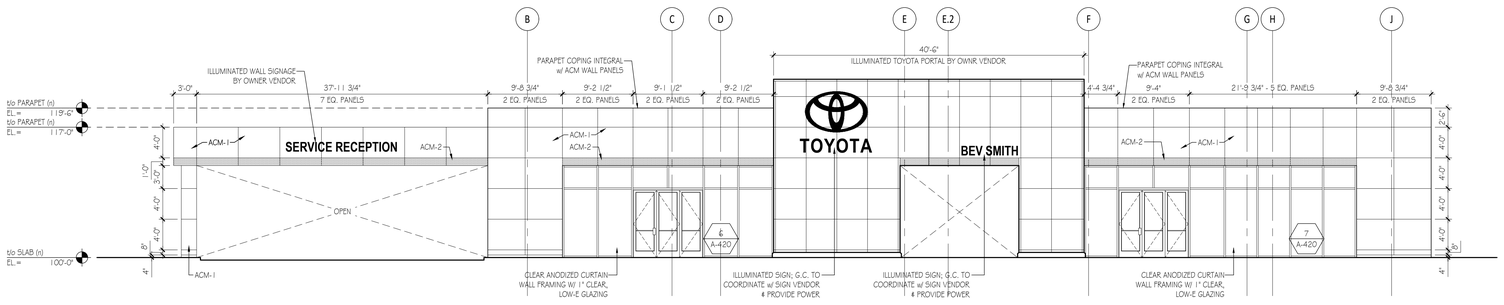
5 PROPOSED WEST ELEVATION @ ENTRY VESTIBULE
Scale: 1/8" = 1'-0"



4 PROPOSED SIDE ELEVATION @ ENTRY VESTIBULE
Scale: 1/8" = 1'-0"



2 PROPOSED EAST ELEVATION
Scale: 1/8" = 1'-0"



1 PROPOSED WEST ELEVATION
Scale: 1/8" = 1'-0"

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	30% Review Set	2021.04.05

Drawn By: TK
Checked By: PS
Plot Date: December 6, 2021

Sheet Number
A-201

Sheet Title
Exterior Elevations

Project Number	File Name
BST001a	BST001a_A-201.dwg

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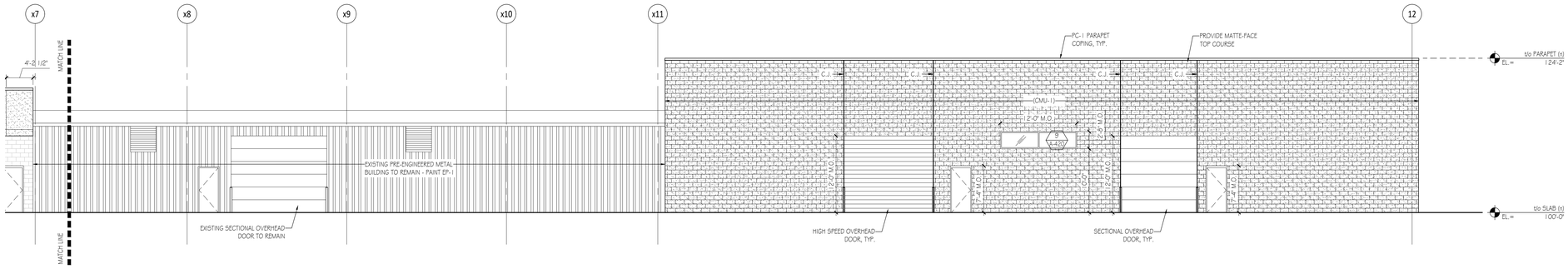
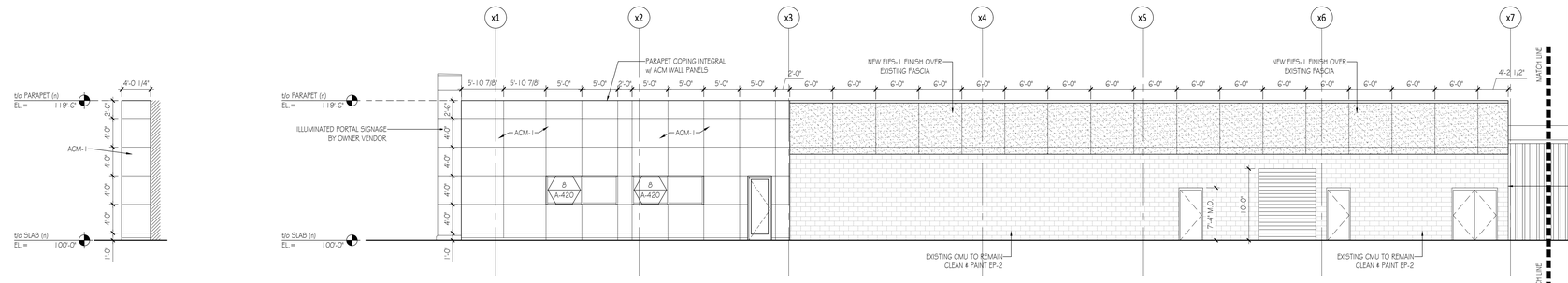


1B PARTIAL SOUTH ELEVATION

Scale: 1/8" = 1'-0"

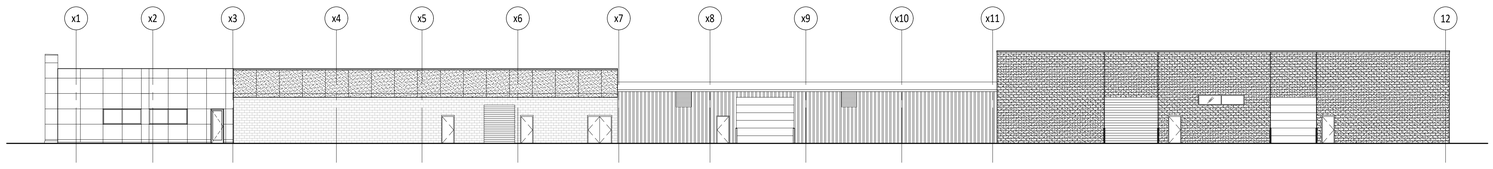


2 ELEVATION

Scale: 1/8" = 1'-0"

1A PARTIAL SOUTH ELEVATION

Scale: 1/8" = 1'-0"



1 OVERALL SOUTH ELEVATION

Scale: 1/16" = 1'-0"

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Plot Date:	December 6, 2021

Sheet Number

A-202

Sheet Title

Exterior Elevations

Project Number	File Name
BST001a	BST001a_A-202.dwg

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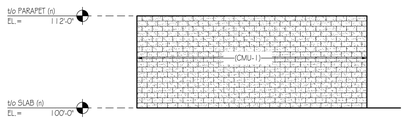
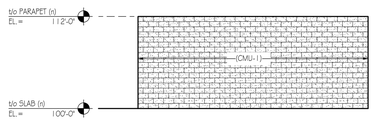


6 CARWASH VESTIBULE ELEVATION

Scale: 1/8" = 1'-0"



5 CARWASH VESTIBULE ELEVATION

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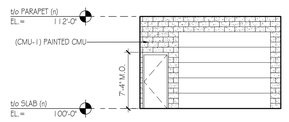

4 CARWASH VESTIBULE ELEVATION

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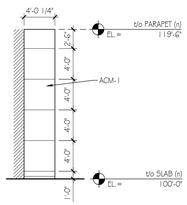
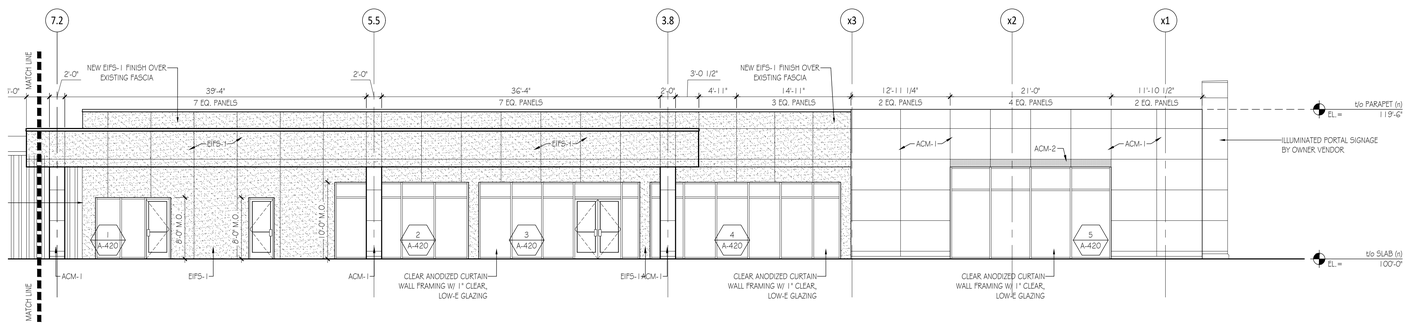


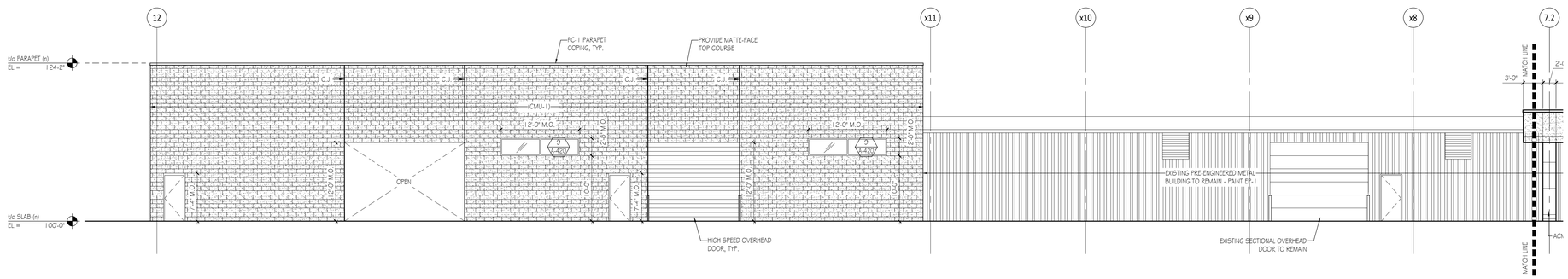
2 ELEVATION

Scale: 1/8" = 1'-0"



1B PARTIAL NORTH ELEVATION

Scale: 1/8" = 1'-0"



1A PARTIAL NORTH ELEVATION

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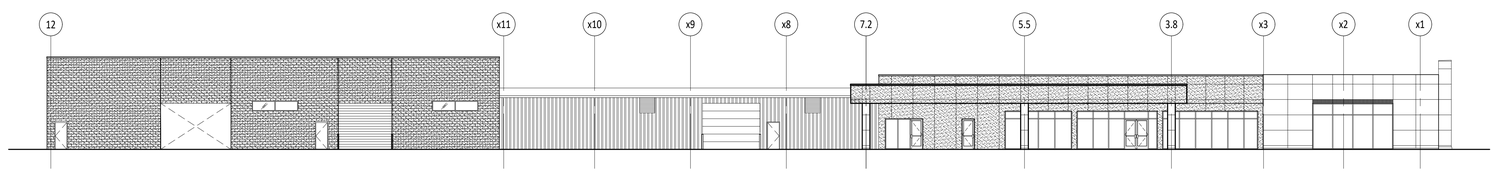

1 OVERALL NORTH ELEVATION

Scale: 1/16" = 1'-0"

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	30% Review Set	2021.04.05

Drawn By:	TK
Checked By:	PS
Plot Date:	December 6, 2021

Sheet Number

A-203

Sheet Title

Exterior Elevations

Project Number	File Name
BST001a	BST001a_A-203.dwg

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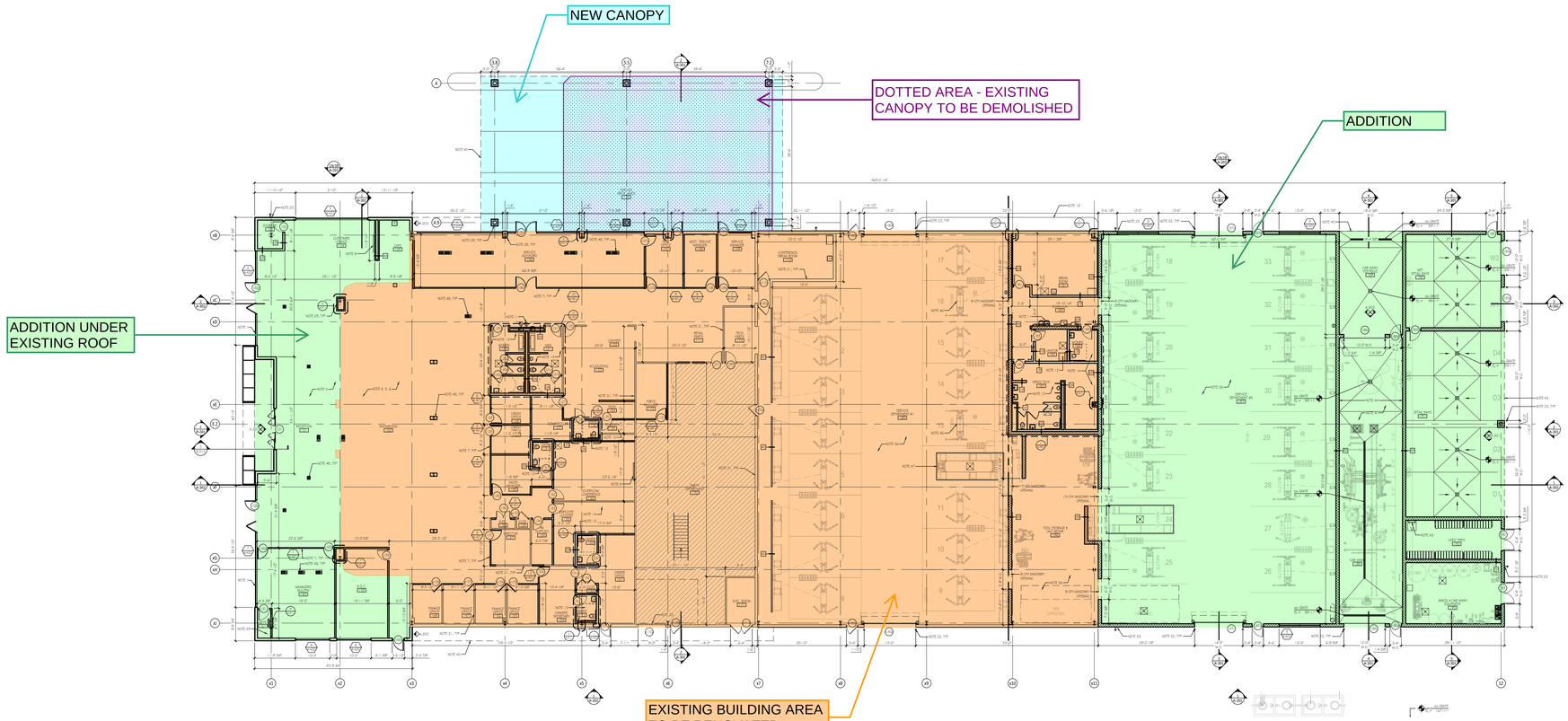
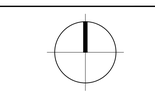


1 OVERALL FLOOR PLAN

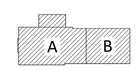
Scale: 1/16" = 1'-0"

NORTH ARROW & SCALE



0 2' 4' 8' 16'

1/8" = 1'-0" @ 30"x42"



KEY PLAN

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	30% Review Set	2021.04.05

Drawn By:	TK
Checked By:	PS
Plot Date:	December 6, 2021

Sheet Number

A-110

Sheet Title

Overall Floor Plan

Project Number	File Name
BST001a	BST001a_A-110.dwg

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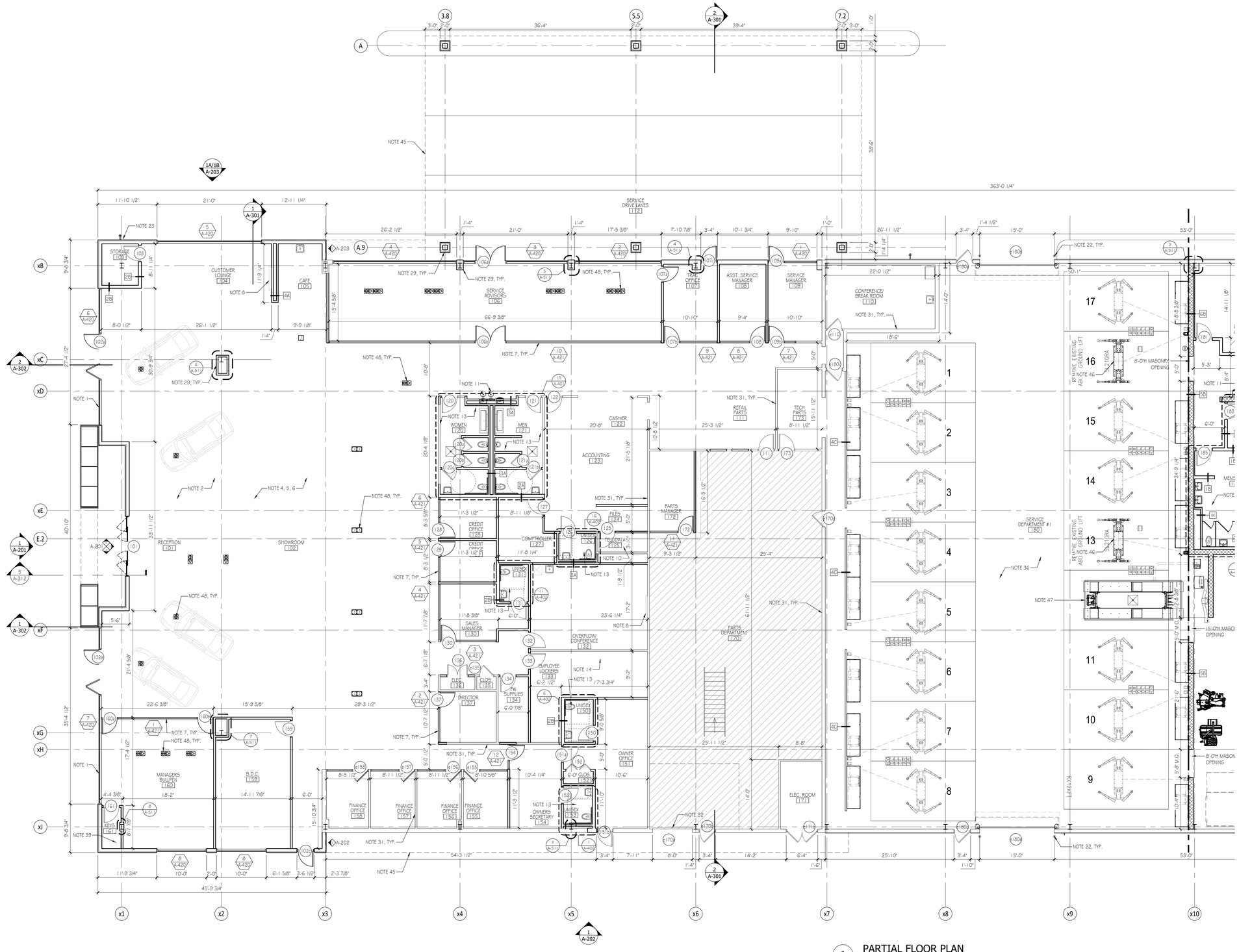

1 PARTIAL FLOOR PLAN

Scale: 1/8" = 1'-0"

KEYED FLOOR PLAN NOTES

1. NEW CURTAIN WALL / STOREFRONT, REFER TO A-401,A-402
2. NEW CONCRETE SLAB ON GRADE REFER TO STRUCT.
3. NEW COLUMNS & FOUNDATION FOOTINGS, REFER TO STRUCTURAL DRAWINGS & TYPICAL DETAILS ON SHEET A-502
4. NEW FLOOR FINISH, REFER TO FINISH PLAN AND SCHEDULE
5. NEW CEILING FINISH, REFER TO REFLECTED CEILING PLAN
6. ALL NEW INTERIOR PARTITIONS TO BE PAINTED, REFER TO FINISH SCHEDULE
7. NEW INTERIOR GLAZING & GLASS DOORS, REFER TO A-421
8. WALL-MOUNTED TELEVISION BY OWNER; PROVIDE BLOCKING & RECESSED WIRING BOX FOR POWER & LOW VOLTAGE; SEE MEP
9. PROVIDE ¾" THK. FRT PLYWOOD FOR WALL-MOUNTED NETWORKING EQUIPMENT ABOVE; SEE MEP
10. COORD. INSTALLATION OF OWNERS I.T. EQUIPMENT w/ OWNERS VENDOR; SEE MEP FOR ADD'L REQUIREMENTS
11. HIGH LOW WATER FOUNTAIN AND COOLER, REFER TO PLUMBING DRAW
12. NEW FLOOR SINK, REFER TO PLUMBING DRAWINGS
13. NEW PLUMBING FIXTURES & ACCESSORIES, REFER TO A401, A-402, & A-403 AND PLUMBING DRAWINGS
14. NEW LOCKERS, BY OWNER
15. NEW OVERHEAD SECURITY GATE, REFER TO DOOR SCHEDULE COORDINATE WITH ELEC. DWGS.
16. NEW ELECTRICAL PANELS, REFER TO ELECTRICAL DRAWINGS
17. CONDUIT STUBS FOR POWER &/OR DATA TO FURNITURE BY OWNER VENDOR; SEE MEP FOR ADDITIONAL REQUIREMENTS (CONTINUATION INTO FURNITURE & DEVICES, ETC.); FINAL LAYOUT TO BE PROVIDED BY OWNER
18. NEW CONCRETE SIDEWALK, REFER TO CIVIL DRAWINGS
19. NEW SEALED CONCRETE, REFER TO FINISH SCHEDULE
20. NEW PRE. FIN. ALUMN. DOWNSPOUT, COLOR TO MATCH ADJACENT WALL.
21. NEW CUSTOMER-AREA CONCRETE BOLLARD WITH BRUSH STAINLESS STEEL SLEEVE; REFER TO SHEET A-501
22. NEW NON-CUSTOMER AREA BOLLARD; REFER TO SHEET A-501
23. HOSE BIB; SEE PLUMBING
24. NEW TRENCH DRAINS OR FLOOR DRAINS, REFER TO SHEET A-501 AND PLUMBING & CIVIL DRAWINGS
25. NEW 5" REINFORCED CONCRETE SLAB AND FOUNDATION FOOTINGS, REFER TO STRUCTURAL DRAWINGS
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27. G.C. SHALL COORD. WITH OWNER THE EXISTING CONDITIONS OF EXTERIOR WALL PANELS.
28. EXTERIOR AND INTERIOR SERVICE WALL PANELS TO BE CLEAN AND PREP TO RECEIVE NEW FINISH, REFER TO FIN. SCHEDULE
29. NEW COLUMN ENCLOSURE
30. EXISTING COLUMNS TO REMAIN, ALL EXPOSE COLUMNS SHALL BE CLEAN & PREP TO RECEIVE NEW PAINT, REFER TO FINISH SCHEDULE
31. ALL EXISTING PARTITIONS TO BE REPAIR AND PREP TO RECEIVE NEW PAINT TO MATCH NEW PARTITION COLOR SCHEME, REFER TO FINISH SCHEDULE AND FLOOR PLAN LEGEND.
32. ALL EXISTING OVERHEAD DOORS & DOOR FRAMES TO REMAIN, PREP TO RECEIVE NEW PAINT, REFER TO FINISH SCHEDULE;G.C. SHALL COORD WITH OWNER ON EXIST. CONDITIONS.
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35. EXISTING TRENCH DRAIN TO REMAIN, CLEAN ALL PIPES AND PREP. IRON GRATE INLAY TO RECEIVE NEW FINISH.
36. SERVICE DEPARTMENT EQUIPMENT (INCL. LIFTS, TOOL BENCHES, WHEEL SERVICE, TIRE CAROUSELS, OIL STORAGE, COMPRESSORS, ETC.) BY OWNER VENDOR; G.C. SHALL COORDINATE ALL WORK w/ VENDOR; SEE MEP FOR ADDITIONAL R REQUIREMENTS
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42. HIGH SPEED OVERHEAD DOOR, COIL ABOVE; SEE SECTIONS & DOOR SCHEDULE; SEE MEP & STRUCTURAL FOR ADDITIONAL REQUIREMENTS
43. FIXED STEEL LADDER & ROOF HATCH ABOVE; SEE TYPICAL DETAILS
44. LINE WALLS AND OVERHEAD w/ PVC WALL PANELS, SEE FINISH SCHED. FOR PRODUCT INFO.
45. LINE OF CANOPY OR OVERHANG ABOVE; SEE ROOF PLAN & ELEVATIONS
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48. FLOOR BOX, USB OR OTHER POWER/DATA RECEPTACLE; SEE MEP.

GENERAL FLOOR PLAN NOTES

- ALL INTERIOR PARTITIONS ARE TYPE 1 (3-5/8" METAL STUDS w/ 5/8" GYP. BD. @ EACH SIDE) U.O.N. - SEE SHEET A-502 FOR ALL WALL TYPES, ALL DIMENSIONS ARE TO FACE OF FINISHED SURFACE, U.O.N.
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- OUTSIDE EDGE OF ALL HM DOOR FRAMES TO BE 3" FROM ADJACENT WALL @ STUD WALLS & 4" FROM ADJACENT WALL @ MASONRY WALLS, UNLESS OTHERWISE NOTED
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- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD; NOTIFY ARCHITECT OF DISCREPANCIES
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- SEE SHEET A-502 PARTITION TYPES
- SEE SHEET A-601 FOR DOOR SCHEDULE
- SEE SHEET A-610 FOR FINISH & MATERIALS SCHEDULE

PLAN LEGEND

NEW DOOR # TAG - SEE DOOR SCHEDULE	
EXISTING DOOR TO REMAIN	
NEW WALL	
EXISTING WALL/PARTITION TO REMAIN	
AREA NOT IN CONTRACT - NO WORK PROPOSED	

NORTH ARROW & SCALE

0 2' 4' 8' 16'

1/8" = 1'-0" @ 30"x42"

KEY PLAN

PENNEY DESIGN GROUP

ARCHITECTURE | PLANNING | INTERIORS

8120 Woodmont Avenue
Suite 750
Bethesda, Maryland 20814
p.301.979.7600
f.301.710.6384

www.penneydesigngroup.com

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Addition & Renovation

3350 South US Hwy 1
Fort Pierce, FL 34982

Bev Smith TOYOTA

I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Florida, license number: AR97071; expiration date: February 28, 2022

No.	Issue / Revision	Date
	Permit Set	2021.12.01
	Permit/Bid Set	2021.10.08
	90% Review Set	2021.07.30
	SET Review	2021.05.28
	30% Review Set	2021.04.05

Drawn By: TK
Checked By: PS
Plot Date: December 6, 2021

Sheet Number
A-110A

Sheet Title
Partial Floor Plan

Project Number	File Name
BST001a	BST001a_A-110A.dwg

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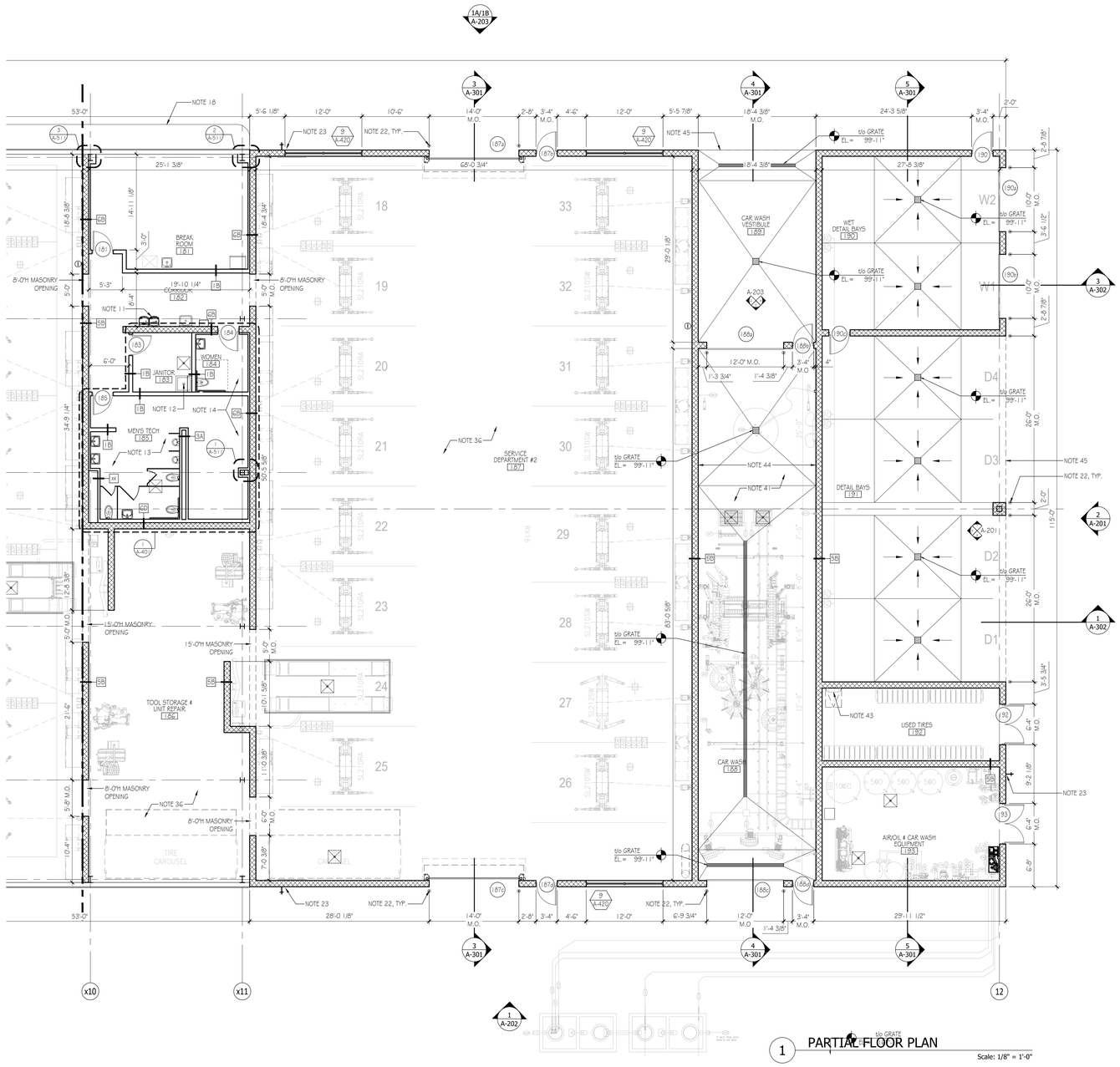

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PLAN LEGEND

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B

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Bev Smith TOYOTA

I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Florida, license number: AR97071; expiration date: February 28, 2022

No.	Issue / Revision	Date
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	90% Review Set	2021.07.30
	SET Review	2021.05.28
	30% Review Set	2021.04.05

Drawn By: TK
Checked By: PS
Plot Date: December 6, 2021

Sheet Number
A-110B

Sheet Title
Partial Floor Plan

Project Number	File Name
BST001a	BST001a_A-110B.dwg

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PRODUCT DESIGN PRESSURES for EXTERIOR MATERIALS

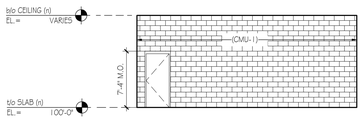
CATEGORY - SUBCATEGORY	FLORIDA PRODUCT APPROVAL NUMBER	CODE VERSION	DESIGN PRESSURE		REMARKS
			POSITIVE	NEGATIVE	
PANEL WALLS - EXTERIOR INSULATION & FINISH SYSTEM	FL#3423.3	2017	+55	-40	DRYVIT OUTSULATION PLUS MD; SEE EXTERIOR MATERIALS SCHEDULE FOR COMPLETE SPECIFICATIONS
PANEL WALLS - SIDING	FL#29842.1	2017	+70	-90	METAL COMPOSITE MATERIAL PANELS BY ALUCOBOND; SEE EXTERIOR MATERIALS SCHEDULE FOR COMPLETE SPECIFICATIONS; SUBSTITUTIONS ARE NOT PERMITTED
PANEL WALLS - STOREFRONTS	FL#14287.1	2017	+45	-45	KAWNEER TRIFAB 451T; SEE STOREFRONT DETAILS FOR COMPLETE SPECIFICATIONS
PANEL WALLS - CURTAIN WALLS	FL#5388.2	2017	+70	-70	KAWNEER 1600 SYSTEM 1 CURTAIN WALL, STEEL REINFORCED; SEE EXTERIOR GLAZING DETAILS FOR COMPLETE FRAMING AND GLAZING SPECIFICATIONS
ROOFING - SINGLE-PLY ROOF SYSTEMS	FL#10264.1	2017	n/a	-90	FIRESTONE ULTRAPLY TPO, FULLY-ADHERED; SEE ROOF PLAN FOR COMPLETE SPECIFICATIONS; EVALUATION REPORT TABLE 2F, TYPE C-1, SYSTEM No. SC-122
ROOFING - ACCESSORIES THAT ARE INTEGRAL TO THE ROOFING SYSTEM	FL#15110.1	2017	+70	-70	THE BILCO Co., TYPE S DOOR, STEEL FRAME w/ ALUMINUM COVER
SHUTTERS - ROLL-UP	FL#21901.1	2017	+55	-55	IMPACT HURRICANE SYSTEMS, 60mm ROLL-DOWN SHUTTER; DESIGN PRESSURE VARIES BY OPENING SIZE; DESIGN PRESSURE INDICATED IS BASED UPON MAX. WIDTH = 18'-0"; SEE DOOR SCHEDULE FOR ADDITIONAL DETAIL
EXTERIOR DOORS - ROLL-UP EXTERIOR DOOR ASSEMBLIES	FL#742.9	2017	+50	-50	OVERHEAD DOOR CORPORATION MODEL #611; SEE DOOR SCHEDULE FOR COMPLETE SPECIFICATIONS
EXTERIOR DOORS - SECTIONAL EXTERIOR DOOR ASSEMBLIES	FL#17629.1	2017	+48	-54	OVERHEAD DOOR CORPORATION MODEL #511; SEE DOOR SCHEDULE FOR COMPLETE SPECIFICATIONS
EXTERIOR DOORS - SWINGING EXTERIOR DOOR ASSEMBLIES	FL#8786.1	2017	+65	-65	KAWNEER, 350IR OUT-SWING DOORS
EXTERIOR DOORS - SWINGING EXTERIOR DOOR ASSEMBLIES	FL#16355.2	2017	+100	-100	CECO DOOR PRODUCTS, ASSEMBLY 3 (SINGLE DOOR)
EXTERIOR DOORS - SWINGING EXTERIOR DOOR ASSEMBLIES	FL#16355.2	2017	+70	-70	CECO DOOR PRODUCTS, ASSEMBLY 6 (PAIR OF DOORS)
EXTERIOR DOORS - SECTIONAL EXTERIOR DOOR ASSEMBLIES	FL#16796.12	2017	+34.30	-38.30	OVERHEAD DOOR CORPORATION MODEL #525; SEE DOOR SCHEDULE FOR COMPLETE SPECIFICATIONS

GENERAL NOTES
- REFER TO THE STRUCTURAL DRAWINGS FOR SPECIFIC WIND LOAD CRITERIA FOR COMPONENTS & CLADDING
- UNLESS NOTED OTHERWISE, THE ABOVE-REFERENCED PRODUCTS & APPROVALS MAY BE USED AS A BASIS-OF-DESIGN
- THE CONTRACTOR MAY SUBMIT ALTERNATE PRODUCTS THAT MEET THE SPECIFIED PERFORMANCE REQUIREMENTS FOR APPROVAL BY THE ARCHITECT & BUILDING OFFICIAL

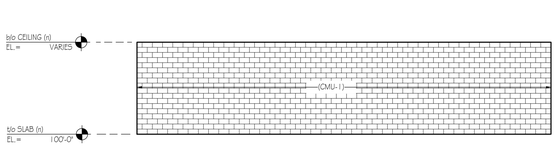
EXTERIOR MATERIALS SCHEDULE

TAG	TYPE	SPECIFICATION	REMARKS
ACM-1	ALUMINUM COMPOSITE PANEL	REYNOBOND BY ALCOA OR APOLIC BY MITSUBISHI - 4MM THICK BONDED METAL PANEL - TOYOTA SILVER - ROUT & RETURN DRY JOINT RAINSCREEN SYSTEM	EXTERIOR WALLS AS NOTED
ACM-2	ALUMINUM COMPOSITE PANEL	REYNOBOND BY ALCOA OR APOLIC BY MITSUBISHI - 4MM THICK BONDED METAL PANEL - TOYOTA RED - ROUT & RETURN DRY JOINT RAINSCREEN SYSTEM	EXTERIOR FACADE ACCENT BAND AS NOTED
CMU-1	SPLIT-FACE CONCRETE MASONRY UNIT	12" SPLIT-FACE BLOCK - NEW HOLLAND - MIST N1064 - DRY BLOCK ADMIXTURE - CORE-FILL 500 (OR SIMILAR) @ ALL CELLS NOT FULLY GROUTED	NEW CMU WALLS; PROVIDE MATTE-FACED UNITS AS NOTED ON THE ELEVATIONS/SECTIONS
EIFS-1	EXTERIOR INSULATION & FINISH SYSTEM	DRYVIT - OUTSULATION PLUS MD - DPR SANDPEBBLE FINISH - PAINT TO MATCH EP-2	
EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS - EXTERIOR STAIN - SW-2850 - CHELSEA GRAY	EXISTING & NEW EXTERIOR WALLS AS NOTED
EP-2	EXTERIOR PAINT	SHERWIN WILLIAMS - MOONLIGHT WHITE	BOLLARDS & DOORS - GLOSS FINISH
PC-1	PRE-FORMED FASCIA	PAC-CLAD - PAC-CONTINUOUS COPING - 4" HEIGHT - SLATE GRAY OR EQUAL	PARAPET COPING @ NEW CMU WALLS

GENERAL EXTERIOR FINISH SCHEDULE NOTES
- UNLESS NOTED OTHERWISE, PAINTED SURFACES SHALL BE PREPARED & FINISHED AS FOLLOWS:
  - EXTERIOR HOLLOW METAL DOOR FRAMES & MISCELLANEOUS METALS - 1 COAT PRIMER - 2 FINISH COATS - SEMI-GLOSS FINISH
  - EXTERIOR GYPSUM WALLBOARD CEILINGS/SOFFITS - 1 COAT PRIMER - 2 FINISH COATS - FLAT FINISH
  - EXTERIOR WALLS - STUCCO/EIFS - 1 COAT PRIMER - 2 FINISH COATS - SATIN FINISH



9 PROPOSED REAR ELEVATION @ DETAIL BAYS
Scale: 1/8" = 1'-0"



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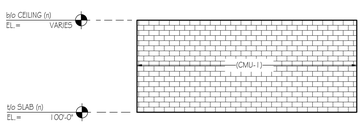

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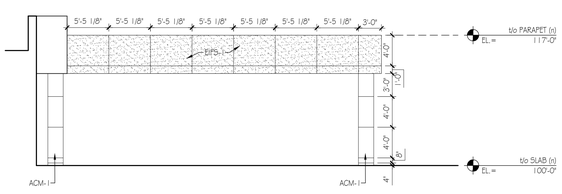

3 PROPOSED EAST ELEVATION @ SERVICE DRIVE LANES
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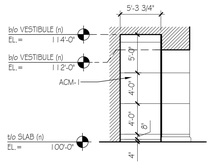
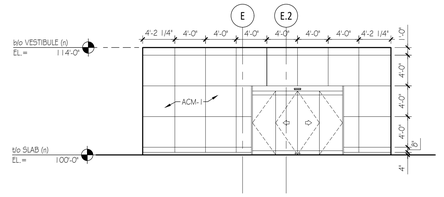


6 PROPOSED SIDE ELEVATION @ ENTRY VESTIBULE
Scale: 1/8" = 1'-0"



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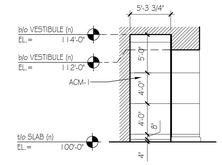
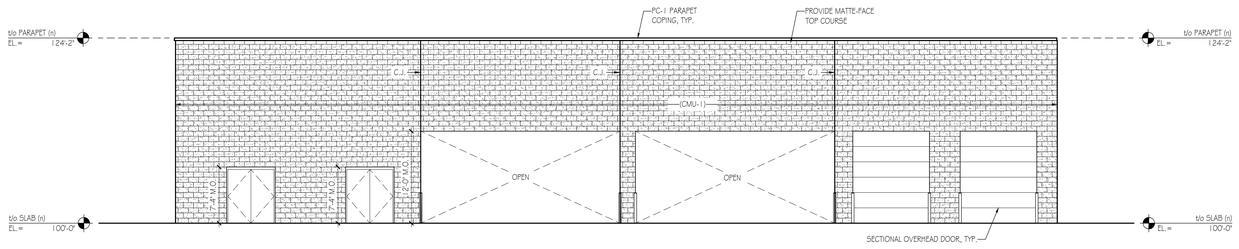
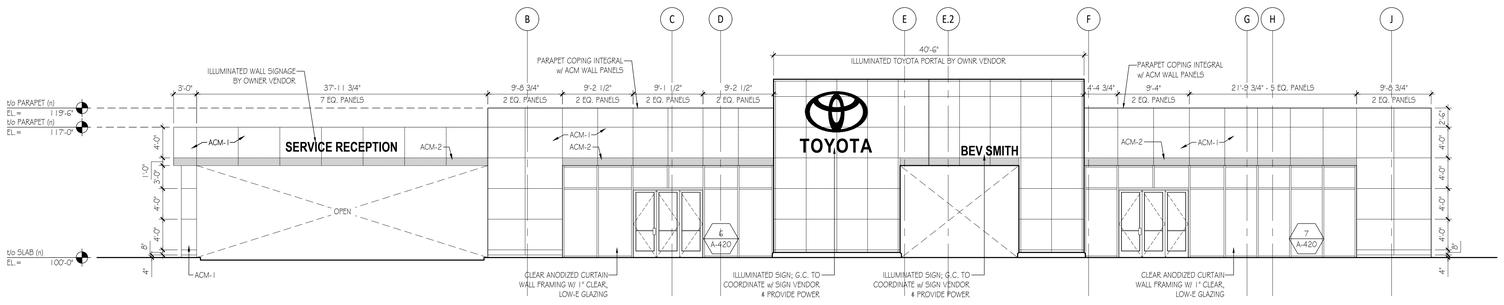


4 PROPOSED SIDE ELEVATION @ ENTRY VESTIBULE
Scale: 1/8" = 1'-0"



2 PROPOSED EAST ELEVATION
Scale: 1/8" = 1'-0"



1 PROPOSED WEST ELEVATION
Scale: 1/8" = 1'-0"

PENNEY DESIGN GROUP
ARCHITECTURE | PLANNING | INTERIORS
8120 Woodmont Avenue
Suite 750
Bethesda, Maryland 20814
p.301.979.7600
f.301.710.6384
www.penneydesigngroup.com

Bev Smith Toyota
Addition & Renovation
3350 South US Hwy 1
Fort Pierce, FL 34982

BEV SMITH TOYOTA

I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Florida, license number: AR97071, expiration date: February 28, 2022

No.	Issue / Revision	Date
	Permit Set	2021.12.01
	Permit / Bid Set	2021.10.08
	90% Review Set	2021.07.30
	SET Review	2021.05.28
	30% Review Set	2021.04.05

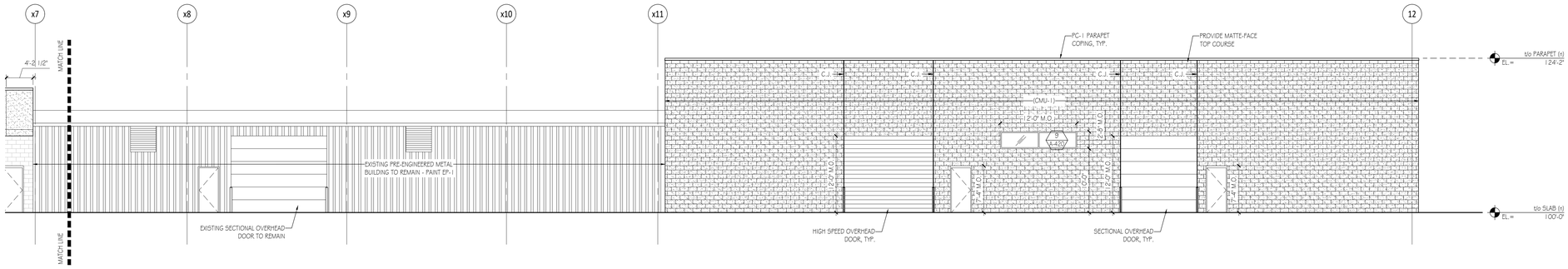
Drawn By: TK
Checked By: PS
Plot Date: December 6, 2021

Sheet Number
A-201

Sheet Title
Exterior Elevations

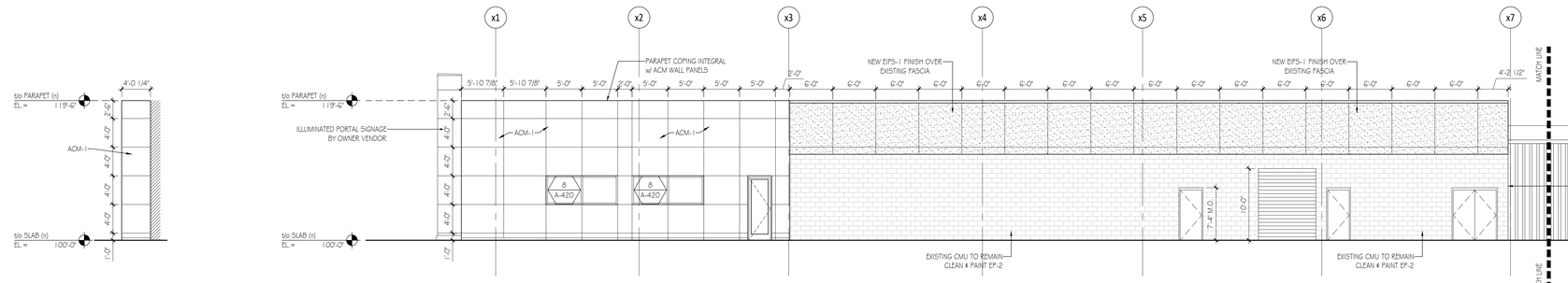
Project Number	File Name
BST001a	BST001a_A-201.dwg

Z:\Projects\Bev Smith\BST001a - Bev Smith Toyota\4Arch\Sheets\2Arch\200\BST001a_A-201.dwg



1B PARTIAL SOUTH ELEVATION

Scale: 1/8" = 1'-0"

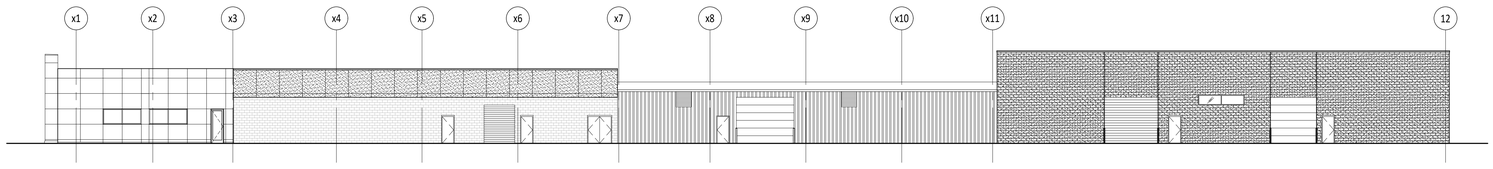


2 ELEVATION

Scale: 1/8" = 1'-0"

1A PARTIAL SOUTH ELEVATION

Scale: 1/8" = 1'-0"



1 OVERALL SOUTH ELEVATION

Scale: 1/16" = 1'-0"

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Drawn By:	TK
Checked By:	PS
Plot Date:	December 6, 2021

Sheet Number

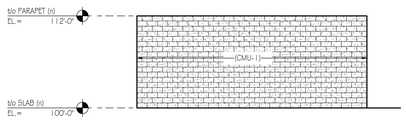
A-202

Sheet Title

Exterior Elevations

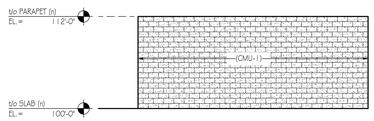
Project Number	File Name
BST001a	BST001a_A-202.dwg

Z:\Projects\Bev Smith\BST001a - Bev Smith Toyota\4Arch\Sheets\2Arch\200\BST001a_A-202.dwg



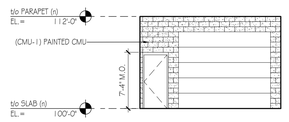
6 CARWASH VESTIBULE ELEVATION

Scale: 1/8" = 1'-0"



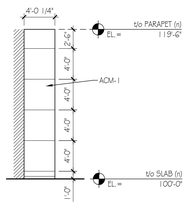
5 CARWASH VESTIBULE ELEVATION

Scale: 1/8" = 1'-0"



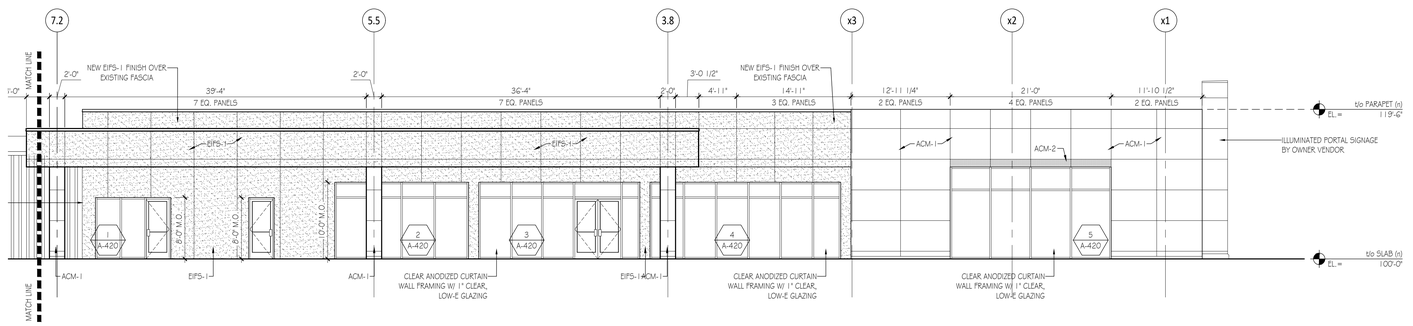
4 CARWASH VESTIBULE ELEVATION

Scale: 1/8" = 1'-0"



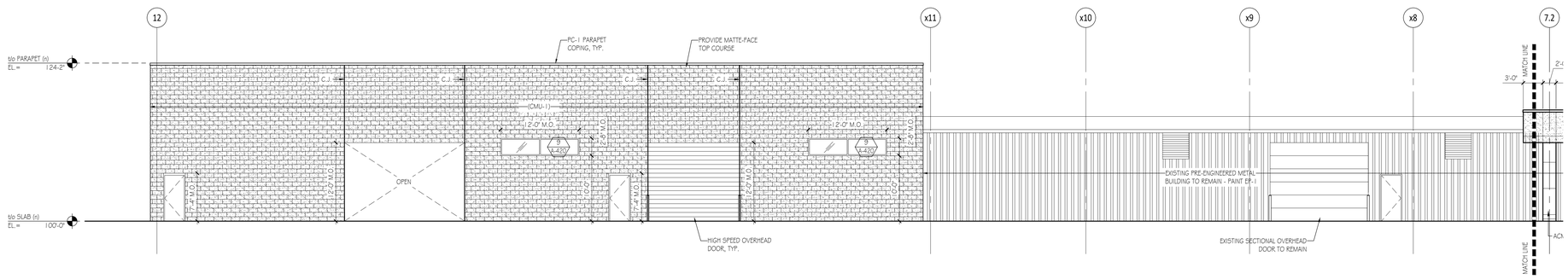
2 ELEVATION

Scale: 1/8" = 1'-0"



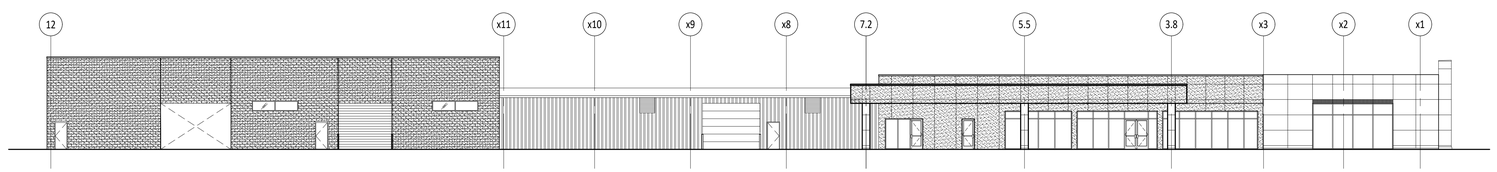
1B PARTIAL NORTH ELEVATION

Scale: 1/8" = 1'-0"



1A PARTIAL NORTH ELEVATION

Scale: 1/8" = 1'-0"



1 OVERALL NORTH ELEVATION

Scale: 1/16" = 1'-0"

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	90% Review Set	2021.07.30
	SET Review	2021.05.28
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Drawn By:	TK
Checked By:	PS
Plot Date:	December 6, 2021

Sheet Number

A-203

Sheet Title

Exterior Elevations

Project Number	File Name
BST001a	BST001a_A-203.dwg

Z:\Projects\Bev Smith\BST001a - Bev Smith Toyota\4Arch\Sheets\2Arch\200\BST001a_A-203.dwg

Date: 3/7/22 *Project Name:* Bev Smith Toyota
Completed by: Joe Loiero *Project Number:* 21-060

Domestic Water Main Calculator (EXISTING)

Fixture Type:	Tank	Pipe Material:	Copper
		Pipe Type:	Type_K
Total WSFUs:	119.8	Pipe Size:	2 in
Subtotal Flow Rate (gpm):	43.5		
+ Additional Flow Rate (gpm):	15.0	Pressure Drop (ft hd per 100 ft):	5.52
Total Flow Rate (gpm):	58.5	Velocity (fps):	5.73

WSFU Summary (based on fixtures)

Fixture Type	No. of Fixtures	WSFU Total (ea)	Total WSFU
Drinking fountain	3	0.25	0.75
Lav, Public	14	2	28
Service Sink/Mop Sink	2	3	6
Urinal, 1" Priv, Flush	4	10	40
WC, Pub, Tank	9	5	45
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
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	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
WSFUs based on Fixtures:			119.75

GPM Summary (based on continuous flow rate)

Fixture Name	No. of Fixtures	GPM ea	Total GPM
Hose Bibb	3	5	15
Fixture 2	0	0	0
Fixture 3	0	0	0
Fixture 4	0	0	0
Fixture 5	0	0	0
Additional Flow Rate (GPM):			15

Date: 3/7/22 *Project Name:* Bev Smith Toyota
Completed by: Joe Loiero *Project Number:* 21-060

Domestic Water Main Calculator (New)

Fixture Type:	Valve	Pipe Material:	Copper
		Pipe Type:	Type_L
Total WSFUs:	231.6	Pipe Size:	2-1/2 in
Subtotal Flow Rate (gpm):	95.5		
+ Additional Flow Rate (gpm):	45.8	Pressure Drop (ft hd per 100 ft):	9.38
Total Flow Rate (gpm):	141.3	Velocity (fps):	8.91

WSFU Summary (based on fixtures)

Fixture Type	No. of Fixtures	WSFU Total (ea)	Total WSFU
WC, Pub, Flush	13	10	130
Urinal, 3/4" Priv, Flush	3	5	15
Lav, Public	15	2	30
Drinking Fountain	2	0.25	0.5
Kitchen Sink, Private	4	1.4	5.6
Service Sink/Mop Sink	1	3	3
Dishwasher (Commercial)	2	3	6
Coffee/Ice/Dipperwell,etc.	6	0.25	1.5
Hose Reel	16	2.5	40
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
		0	0
WSFUs based on Fixtures:			231.6

GPM Summary (based on continuous flow rate)

Fixture Name	No. of Fixtures	GPM ea	Total GPM
Car Wash	1	4.75	4.75
Eye Wash Station	2	3	6
Hose Bibb	7	5	35
			0
			0
Additional Flow Rate (GPM):			45.75

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Site Plan (Development & Design Review) - Bev Smith South - 3350 S US Highway 1

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: July 31st, 2022

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Senior Planner

SIGNATURE: **DATE:** August 3rd, 2022

City Commission Regular Meeting - 5:05 pm **12. d.**

Meeting Date: 08/15/2022

Re: Lindsay School of the Arts- Conditional Use- 515 Avenue A

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by applicant, Lindsay School of the Arts, to operate a private arts school with 3 classrooms for approximately 25-30 students at 515 Avenue A. Property is zoned General Commercial (C-3). Parcel ID: 2410-606-0005-000-0

SUMMARY:

- The applicant is requesting the review and approval of a Conditional Use with No New Construction to allow a School of the Arts.
- The applicant is seeking to operate the school in an existing 23,742 square foot structure. The property has a Future Land Use designation of General Commercial with a compatible zoning classification of General Commercial (C-3)
- The applicant has submitted a floor plan that will consist of 3 classrooms and 3 restrooms.
- Operation of the facility will be from 8:30 am to 3:30 pm, Monday through Friday. There will be a total of 3 employees and the site will accommodate approximately 25-30 students. The school is geared to students in grades 6th through 11th .

RECOMMENDATION:

The proposed use offers a provision of Elementary, Middle and High School representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends APPROVAL of the subject Conditional Use.

ALTERNATIVES:

- Approval with alternate conditions
- Disapproval

RESPONSIBLE STAFF:

Ryan Altizer, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report & Supporting Documents

Application Packet & Supporting Documents

Staff Presentation

Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/04/2022 03:37 PM

Form Started By: Ryan Altizer Started On: 08/03/2022 04:38 PM

Final Approval Date: 08/04/2022

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

THROUGH: Kevin Freeman, Planning Director

FROM: Ryan Altizer, Planner

RE: **Lindsay School of the Arts- Conditional Use- 22-41800034**
515 Avenue A

BOARD DATE: August 15, 2022

STAFF REPORT

Owner: First United Methodist Church
515 Avenue A
Fort Pierce, FL 34950

Representative: Cindy Bridges; Director of the Lindsay School of the Arts
1717 Orange Ave, Suite 4225
Fort Pierce, FL 34950

Applicant's Request: Approval of a Conditional Use with No New Construction to operate a 23,742 square-foot School of the Arts

Location(s): 515 Avenue A

Parcel ID: 2410-606-0005-000-0

Future Land Use: General Commercial (GC)

Current Zoning: General Commercial (C-3)

Surrounding FLU:

North	East	South	West
C-3 (FP)	C-3 (FP)	C-3 (FP)	C-3 (FP)

Surrounding Zoning:

North	East	South	West
C-3 (FP)	C-3 (FP)	C-3 (FP)	C-3 (FP)

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-76 and 125-133 of the City Code, Article 5 of Chapter 125 of the City Code, the applicant is requesting the review and approval of a Conditional Use with No New Construction to allow a School of the Arts. The applicant is seeking to operate the school in an existing 23,742 square foot structure. The property has a Future Land Use designation of General Commercial with a compatible zoning classification of General Commercial (C-3).

The property is located South of Avenue A and North of Orange Avenue, West of US Highway 1 and East of 7th Street. The surrounding uses are all general commercial.

The proposed facility is approximately 23,742 square-feet. The applicant has submitted a floor plan that will consist of 3 classrooms and 3 restrooms. No meals will be provided for students and employees from onsite, meaning food must be provided by the students and employees themselves. The site is located inside the First United Methodist Church with access to adequate parking spaces for the use of employees and visitors. The facility can be accessed by vehicle from the Church entrance located on Avenue A and by Pedestrians on Orange Avenue and Avenue A.

Operation of the facility will be from 8:30 am to 3:30 pm, Monday through Friday. There will be a total of 3 employees and the site will accommodate approximately 25-30 students. The school is geared to students in grades 6th through 11th.

Future Land Use and Zoning

The GC designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation. Regarding zoning, the subject site is located within the C-3 district, which is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Conditional Use

As stated in City Code Section 125-76, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation

The Planning Board, at their July 13th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation

The proposed use offers a provision of Elementary, Middle and High School representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL.**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Cindy Bridges- Director of the Lindsay School of the Arts
1717 Orange Ave Suite 4225
Fort Pierce, FL 34948

Subject: Lindsay School of the Arts- 515 Ave A – Technical Review Committee Comments for June 16, 2022 TRC Meeting

City of Fort Pierce Planning Department

1. How many classrooms will be in the school?
2. Consider specifying how the different grades will be separated on the floor plan. This question may be asked at Planning Board or City Commission.
3. Please show on the site plan where the parent pick-up and drop-off area will be located.
4. Will there be transportation provided to the children?
5. Will food be prepared at the facility, or will there be catering of food?

Fort Pierce Engineering Department

1. Provide a traffic plan for arrivals and dismissals. No standing or parking shall be allowed in the Avenue A, North 7th Street or Orange Avenue rights-of-way for drop-off and pick-up.

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

Comments may be forthcoming

Fort Pierce Police Department

1. Temporary approval granted pending (if required for this application) a photometric plan. In any event, please ensure exterior lighting is adequate and meets / exceeds city code requirements.

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: The TRC application for the Lindsay School of the Arts located at 515 Avenue A is approved. This location is a current water and wastewater customer of FPUA.

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application – TRC Lindsay Sch of the Arts – 515 Avenue A. Approved.

Current electrical service is underground. Please contact Sal Scimeca for project coordination (If needed).

Sal Scimeca
Engineering Technician II
Electric and Gas Engineering 1701 S. 37th Street, Fort Pierce, FL 34947
sscimeca@fpua.com
Office: (772)466-1600 Ext. 6957

St. Lucie County Fire District

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

3. Please send the Fire District electronic plans for the site and buildings.

4. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.

5. Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review. The project will have to meet all of the Occupancy requirements at that time to be in compliance with the currently adopted version of the Florida Fire Prevention Codes.

6. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

7. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).

Florida Department of Transportation

Comments may be forthcoming

St. Lucie County School Board

Comments may be forthcoming

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON WEDNESDAY, JULY 13, 2022, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Nichelle Clemons; Michael Broderick; Marcia Baker; Bob Burdge; Harold Albury; Alexander Edwards; Frank Creyaufmiller, Chairman

Staff Present: Kev Freeman, Planning Director
Vennis Gilmore, Senior Planner
Ryan Altizer, Planner
Alicia Rosenthal, Planning and Development Organizer

Attendees: Marty Sanders, Ex-officio member, St. Lucie County School Board

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the June 13, 2022 meeting

Motion was made by Bob Burdge, and seconded by Nichelle Clemons to approve the minutes from the June 13, 2022 meeting.

AYE: Marcia Baker, Bob Burdge, Harold Albury, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller, Michael Broderick

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Hillpointe Residential - 2101 and 2151 S. Jenkins Road

Mr. Altizer presented Items 6a and 7a together. He stated the applicant is requesting a Future Land Use Map Amendment from GC, General Commercial, to RH, High Density Residential and to rezone from C-3, General Commercial, to R-5, High Density Residential. Mr. Altizer said the 17.25-acre property is surrounded by properties with the Future Land Use of General Commercial, High Density Residential and Low Density Residential and surrounded by properties zoned as General Commercial, Office Commercial, High Density Residential, and Agricultural Residential. Mr. Altizer noted the Future Land Use of High Density Residential is intended for parcels that are best suited for medium to high density multifamily residential uses ranging in density from 12 to 18 dwelling units per acre and the zoning of High Density Residential is intended to encourage the development of multifamily dwellings.

Mr. Altizer answered a question from the Board regarding the shift from commercial to residential Future Land Use. Mr. Freeman explained the Comprehensive Plan in detail and how market conditions will change the demand for commercial and residential use. Mr. Freeman stated the change of the Future Land Use will withdraw the amount of traffic but will have differential impacts in the area. He said there are pros and cons for each land use impact and this request will be a reduction of intensity in the area.

Mr. Sanders highlighted that the Comprehensive Plan Goals and Objectives are not static, and the community has to adapt to change as the community grows.

Motion was made by Marcia Baker, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the Future Land Use Map Amendment change from GC, General Commercial, to RH, High Density Residential.

AYE: Bob Burdge, Harold Albury, Alexander Edwards, Nichelle Clemons, Michael Broderick, Marcia Baker, Chairman Frank Creyaufmiller

Passed

b. City Initiated Future Land Use Map Amendment - St. Peters Church - 2900 S. Jenkins Road

Items 6b and 7b were presented together. Mr. Altizer explained that on May 3, 2021, St. Peters Lutheran Church petitioned to the City Commission to appeal a decision made by the City of Fort Pierce Board of Adjustment on February 25, 2021, to deny a sign Variance. The City Commission recommended approval of the Variance request for a 9 foot 2 inch sign. The Mayor and Commission agreed that staff should initiate a rezoning of the property, which requires a Future Land Use Map Amendment to be consistent with the zoning change.

Mr. Altizer said the request is for the approval of a Rezoning from R-2, Single Family Intermediate Density, to C-3, General Commercial, and a Future Land Use Map Amendment from RM, Residential Medium Density, to GC, General Commercial. Mr. Altizer said the 11.51-acre property is surrounded by properties with the Future Land Use of General Commercial and Residential Medium Density and surrounded by properties zoned as General Commercial, Planned Developments and Single-Family Intermediate Density. The

Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. The Single-Family Intermediate Density (R-2) district is designed mainly for areas of single-family dwellings with an average net density of less than five units per acre for conventional developments.

No one spoke for or against the applications.

Motion was made by Michael Broderick, and seconded by Nichelle Clemons to recommend approval of the proposed Future Land Use Map Amendment from Residential Medium Density (RM) to General Commercial (GC).

AYE: Harold Albury, Alexander Edwards, Nichelle Clemons, Michael Broderick, Marcia Baker, Bob Burdge, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Rezoning - Hillpointe Residential - 2102 and 2151 S. Jenkins Road

This item was presented with 6a. The Board asked questions on the site development, checkerboard zoning around the city, housing need, traffic on Jenkins Road, sidewalks, gross floor area and the increase in dwelling units per acre.

Mr. Sanders stated St. Lucie County and the TPO have a preliminary design study planned for 2026 for Jenkins Road from Orange Avenue to Midway Road.

Alejandro Toro, Applicant Representative from EDC, introduced himself and Ms. Baker asked if federal assisted housing will be available.

Nick Everly, Applicant, stated the development will be market rate housing, and they do not have current plans for government subsidies nor do they anticipate applying for any government funding.

Motion was made by Marcia Baker, and seconded by Nichelle Clemons to forward a recommendation of approval for the Rezoning from C-3, General Commercial, to R-5, High Density Residential.

AYE: Alexander Edwards, Nichelle Clemons, Michael Broderick, Marcia Baker, Bob Burdge, Harold Albury, Chairman Frank Creyaufmiller

Passed

b. City Initiated Rezoning - St. Peters Church - 2900 S. Jenkins Road

This item was presented with 6b.

Motion was made by Nichelle Clemons, and seconded by Marcia Baker to recommend approval of the proposed Rezoning from Single-Family Intermediate Density (R-2) to General Commercial Zone (C-3).

AYE: Nichelle Clemons, Michael Broderick, Marcia Baker, Bob Burdge, Harold Albury, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

c. **Conditional Use - Lindsay School of the Arts -- 515 Avenue A**

Mr. Altizer gave an overview of the application and answered questions from the Board. The applicant is requesting the review and approval of a Conditional Use with No New Construction to allow a School of the Arts. The applicant is seeking to operate the school in an existing 23,742 square foot structure located inside the First United Methodist Church with access to adequate parking spaces for the use of employees and visitors.

Mr. Altizer answered questions from the Board on signage and if parking was based on the Peacock Arts District parking requirements.

Cindy Bridges, Applicant, stated the school is non-profit, and they have been offering free arts education since 2017. She stated the location is temporary due to needing a larger space for unexpected growth.

Motion was made by Michael Broderick, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the Conditional Use.

AYE: Michael Broderick, Marcia Baker, Bob Burdge, Harold Albury, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

d. **Site Plan (Development Review and Design Review) - Bev Smith Toyota South - 3350 S. US Highway 1**

Mr. Gilmore gave an overview of the application. He said the applicant is requesting the review and approval for Development and Design Review to construct a 21,162 square foot building expansion to the existing Automobile Sales and Service Facility, including adjacent site improvements consisting of drainage, sanitary and parking lot adjustments. The addition will include an interior expansion to the existing main building, and a proposed attached canopy for car services.

Mr. Gilmore answered questions from the Board on sidewalks, bicycle racks, shared parking agreement and the impact on intensity and parking.

Bill Pittsley, Applicant Representative from MBV Engineering, explained the application is completely different from the application that was submitted four years ago. He stated this application is an enhancement of the existing facility and part of the Toyota rebranding program. He said the north canopy will be replaced with a larger canopy for service and a car wash facility will be added to the rear of the building. Mr. PIttsley stated the county is requiring a pedestrian easement. Mr. Pittsley answered questions from the Board on the outfall of the stormwater and who maintains the ditch.

Frank Gonzalez, General Manager and Partner of Bev Smith Toyota, said they are making the showroom bigger and more comfortable for the customers, and they will have a vendor to provide food.

Mr. Gilmore stated that the conditions #5 through #7, that were placed on the application can be removed and added to the Bev Smith Toyota North application that will be coming forward to the Planning Board in the near future.

Motion was made by Bob Burdge, and seconded by Harold Albury to forward a recommendation of approval with the following conditions:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Bicycle Parking (bike racks or lockers) shall be provided at a ratio of 1 space per every 10 parking spaces pursuant to City Code 125-315 (f)(1)(a).
3. Prior to the issuance of Building Permit approval, provide colored elevations to demonstrate that the proposed building conforms to the specifications of City Code 125-314, Design Review. Confirm that the architecture and color scheme of the new structure will match that of the existing structure.
4. Provide sidewalks and sidewalk connections along abutting ROW(s) per City Code Section 125-317 (b).

AYE: Marcia Baker, Bob Burdge, Harold Albury, Alexander Edwards, Nichelle Clemons, Michael Broderick, Chairman Frank Creyaufmiller

Passed

8. COMMENTS FROM THE PUBLIC

There were no comments from the public.

9. BOARD COMMENTS

Ms. Baker asked the Planning Director, for a six-month update on approved projects.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONDITIONAL USE – NO NEW CONSTRUCTION

Property Information

Property address or Location

515 Avenue A Fort Pierce FL 34950

Parcel ID #(s)

2410-606-0005-000-0

Project description

6th 11-th Private Arts School

Site Information

Building Si 23,742 + Parking Spaces: 185 / plus Street park & lot next store they own

First United Methodist Church	Cindy Bridges Director The Lindsay School of the Arts
Property Owner(s)	**Applicant/Representative, Title, Company**
515 Avenue A	1717 Orange Ave Suite 4225
Street Address	Street Address
Fort Pierce FL 34950	Fort Pierce FL 34948
City State Zip	City State Zip
772-464-0440	772-342-8651
Phone Number	Phone Number
firstunitedftp@gmail.com	Cindy@theLindsaySchoolofthearts.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Sue Blume- Office Administrator

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

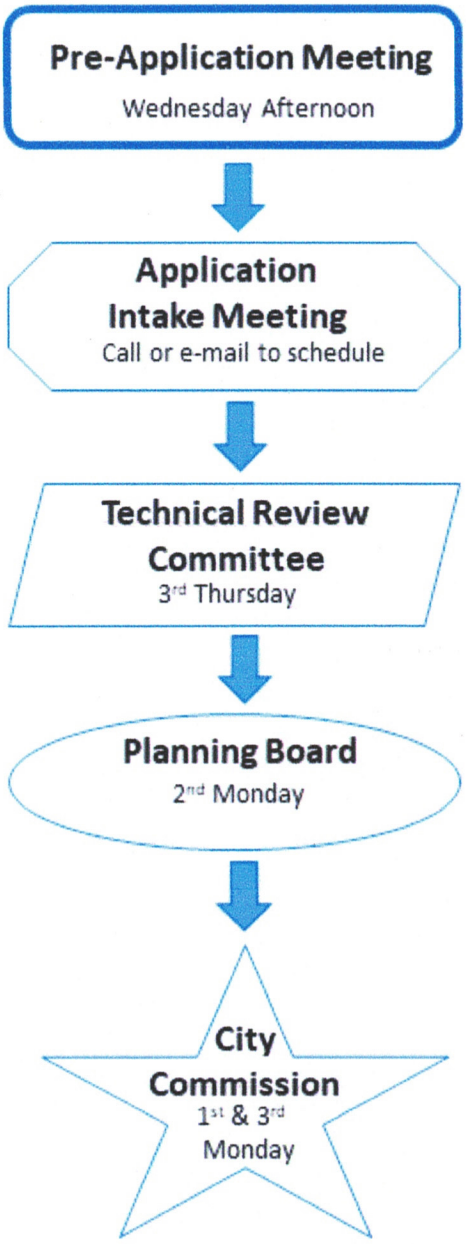
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Conditional Use approval is valid for one (1) year following City Commission approval.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-



Submittal Requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- ☑ As-built Survey
- ☑ Floor Plan of Existing Buildings
- ☑ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage
- ☑ Lighting Plan
- ☑ Complete Application

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 125-236, shall be reviewed as a unit in accordance with the requirements of section 125-313 except that:

1. The City Commission shall hold a public hearing in accordance with the provisions of section 125-38 prior to acting on the application for conditional use.

2. In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Project Narrative

The Lindsay School of the Arts(LSA) Private School is a comprehensive academic arts experience. Birthed out of the overwhelming need of working families whose children's schools kept going into quarantine; LSA has transitioned into a private school after the parents sharing their desire for their children to receive an in-depth art curriculum.

The LSA Arts School will be operating as a junior and senior high school out of First United Methodist Church at 515 Ave A Fort Pierce, FL. LSA will be following a 4-4 3-3 accredited curriculum of 4 English, 4 Math, 4 History, and 4 Science, and offer arts electives, STEM, language, health, and physical fitness. Honoring the mission of the organization, LSA will remaining free to students by allowing families to receive Step Up scholarship funds.

Upon opening we're expecting to enroll 25-30 students in 2022/2023. We're currently in partnership with IRSC as well as Berklee Music College to develop dual enrollment, transition, and continuing education opportunities. We'll be providing our students with mentorships, work studies, as well as employment opportunities in their desired artistic area.

Florida is one of the top five states for growth in STEAM-related employment. STEMFlorida projects that in the next 10 years, 80% of new jobs in Florida will demand STEM preparation: jobs that require college education, and highly skilled tradesmen. These inspired LSA's planning team to identify our need for education in Science, Technology, Engineering, Art, and Mathematics.

We are in compliance with the Department of Education, and have fulfilled all compliance requirements as a new school.

Health Inspection
Radon Testings
Annual Reporting
Suety Bond
Scholarship Applications
Both DCF & VECH Finger Prints
Ethic Policies
Ownership Documents

Have all been completed and issued to the state, we are only missing a fire inspection at this time. Florida Department of Education is ready to come for a site visit as well.

School Break Down

25-30 Male and Female Students Grades 6th-11th in 2022/20233

School Day is 8:30am-3:30pm Monday-Friday- Following the St Lucie County School Board Calendar 180 School Days
Drop Off is 7:30am-8:30am
Pick Up is 3:30pm-4:30pm

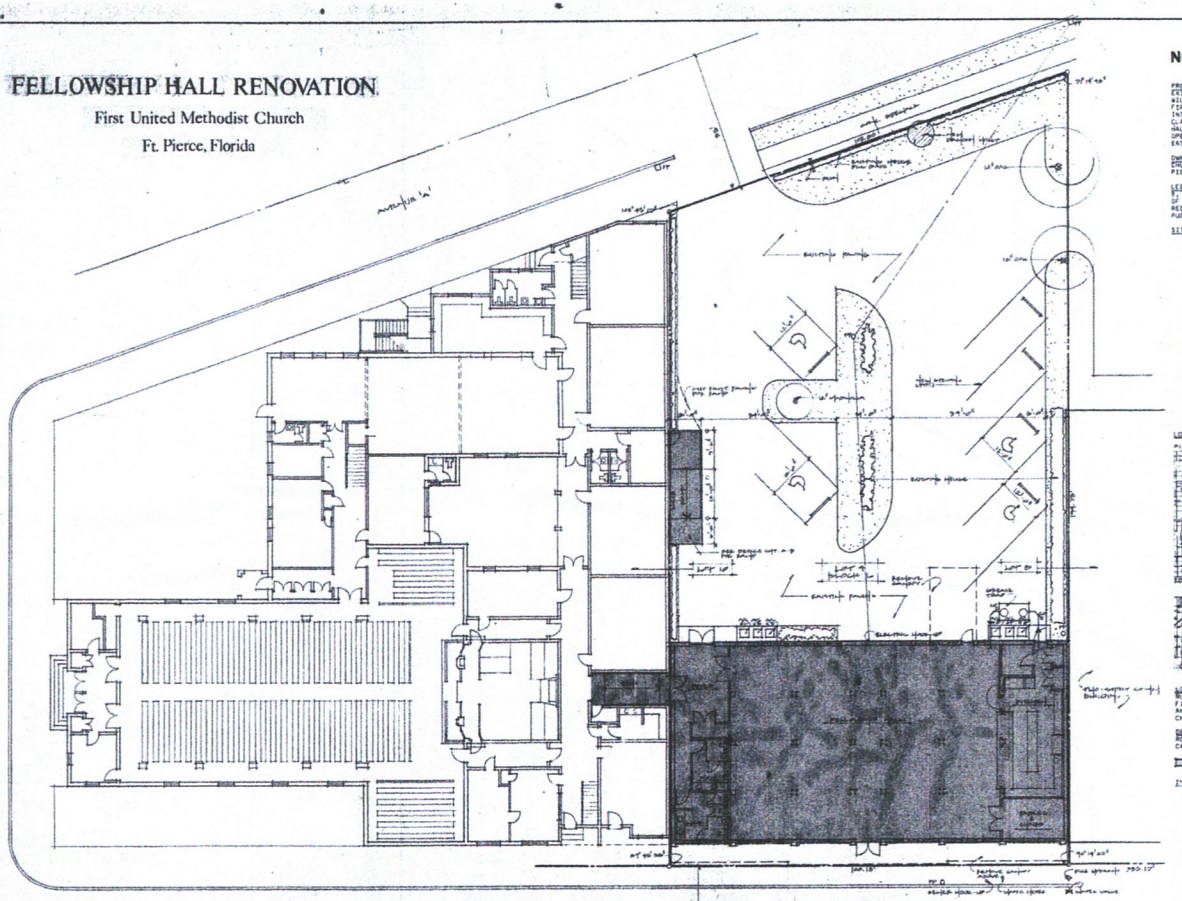
No food will be provided student must bring their own

Health Inspection has been completed and submitted to the State for this location

FELLOWSHIP HALL RENOVATION

First United Methodist Church

Ft. Pierce, Florida



1 SITE PLAN

NOTES

PROJECT DESCRIPTION - RENOVATION OF EXISTING 5000 S.F. BUILDING WHICH WILL SERVE AS A FELLOWSHIP HALL FOR FIRST UNITED METHODIST CHURCH. INTERIOR RAMP BETWEEN EXISTING CLASSROOM BUILDING AND FELLOWSHIP HALL WILL BE PROVIDED WITH RATED OPENING. ZOOM WILL ALSO BE ADDED TO EAST WALL OF SCHOOL WITH RAMP.

OWNER - FIRST UNITED METHODIST CHURCH, 816 ORANGE AVENUE, FT. PIERCE, FL, 34950.

LEGAL DESCRIPTION - BEING ALL OF LOT 9, BLOCK ___ ACCORDING TO THE PLAT OF "BREIDENS SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 113, PUBLIC RECORDS OF ST. LUCIE COUNTY.

SITE DATA

BUILDING AREA	5000 SF
PAVING, WALKS	9144 SF
GREEN AREA	3293 SF
TOTAL LOT AREA	17,437SF
BUILDING LOT COVERAGE	28%
ZONING	C-3

PARKING - [illegible] HANDICAP

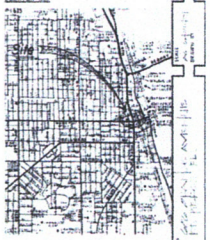
WATER. EXISTING PUBLIC WATER/ SEE SITE PLAN FOR HOOK-UP.

SEWER. EXISTING PUBLIC SEWER/ SEE SITE PLAN FOR HOOK-UP.

DRAINAGE. NO NEW PAVING REQUIRED.

LANDSCAPING. 10' LANDSCAPED STRIP ALONG AVENUE A R.O.W.- REPLACE DEAD HEDGING MATERIAL AND PLANT 1 DAHOON HOLLY. NO INTERIOR LANDSCAPE REQUIRED.

LOCATOR MAP



LOCATION: CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ACTUAL FIELD CONDITIONS AND DIMENSIONS AND NOTIFY ARCHITECT OF ANY CHANGES OR DISCREPENCIES.

DEMOLITION: REMOVE EXISTING MANSARD ROOF ON SOUTH WALL AND EXISTING CANOPY ON NORTH WALL.

[illegible]

INDEX

A-1	SITE PLAN
A-2	FLOOR PLAN
A-3	ELEVATIONS
A-4	SECTIONS/DETAILS
A-5	RAMP/DETAILS
A-6	INTERIOR ELEVATIONS
M-1	PLUMBING PLAN
M-2	HVAC PLAN
E-1	ELECTRICAL PLAN
E-2	LIGHTING PLAN

ROBERT E.A. TERRY, JR. - ARCHITECT AIA
3640 NORTH MILITARY ROAD FORT PIERCE, FLORIDA 34946

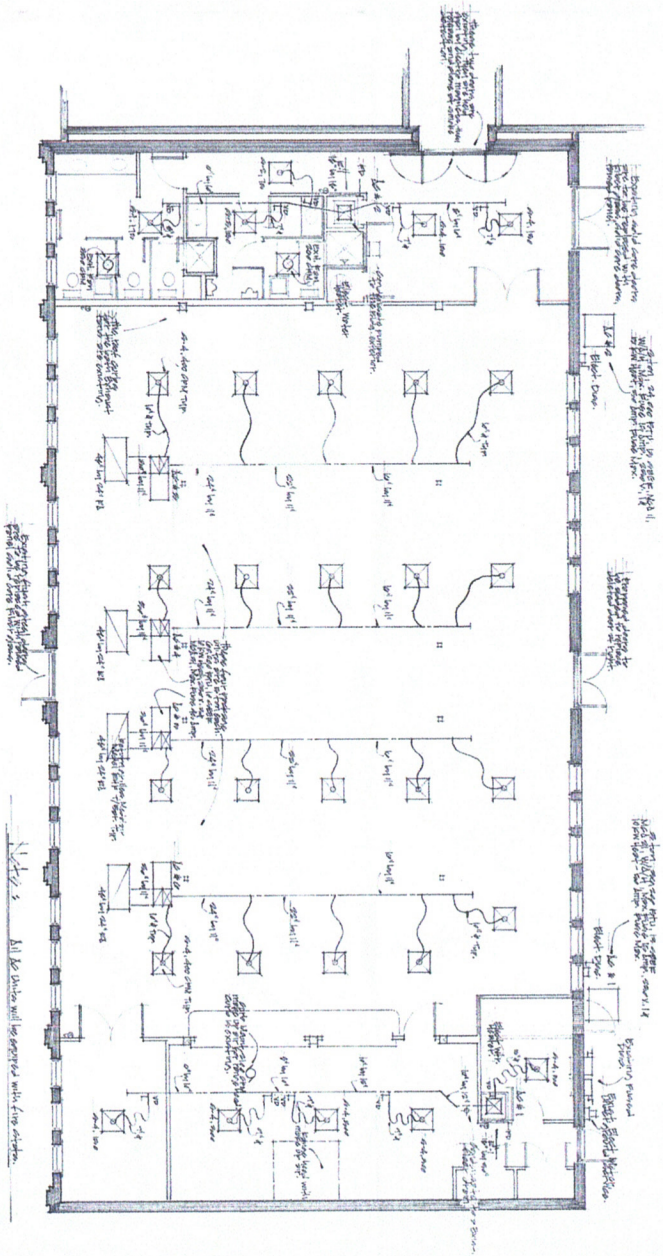
FEB 06 2004

A1-1

Note:
Elevation "A"
Elevation "B"
Elevation "C"
Elevation "D"
Front View
Rear View
Left Side View
Right Side View
Floor Plan
Lighting Plan
Electrical Plan
Foundation Plan
OFFICE COPY
OFFICE COPY
REVIEWED FOR CODE COMPLIANCE
ST. LUCIE COUNTY FIRE DISTRICT
REVIEWED FOR COMPLIANCE
SUBJECT TO FINAL FIELD INSPECTION
SEE ATTACHED REVISION SHEET
Construction Plans Prepared For:
First United Methodist Inc.
Mike Foster Construction CGC 060950

Proposed Additions & Alterations
Social Room
Kitchen
Women
Men
Foyer
Note:
Proposed Additions & Alterations to the Existing Floor Plans
First United Methodist Church
Port St. Lucie, FL

Preferred Additions & Renovations to the Existing First Floor
First United Methodist Church
Fort St. Lucie Drafting, Service
Mike Foster Construction, Inc.
Women
Men
Nave
Choir Room
Kitchen
Narthex
Plumbing Riser Diagram
Existing Wood Windows & Doors to be Removed
Existing Slate Roof
Existing Brick Veneer
Existing Concrete Block Wall
Existing Wood Windows & Doors
Existing Wood Doors



Floor Plan

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

Floor Plan Prepared for
First United Methodist Church
616 Orange Avenue, Fort Pierce, Florida.

Plan Prepared By:
Fort St. Lucie Drafting Service
A Division of:
Mike Foster Construction, Inc.

Ocean Avenue - South Elevation
First United Methodist Church

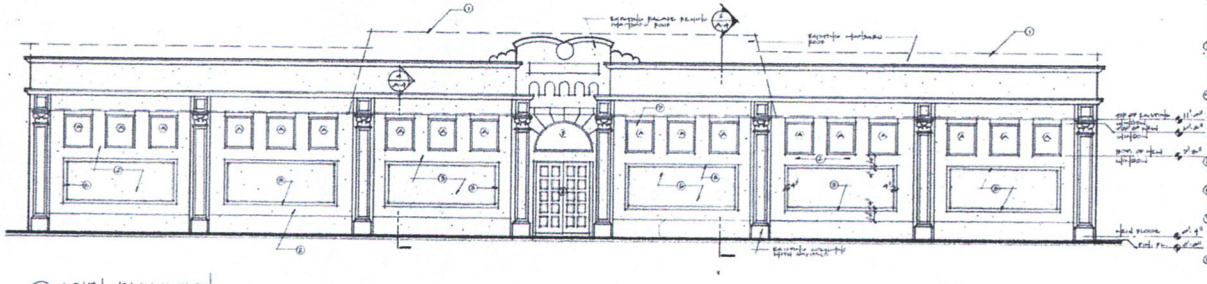
First United Methodist Church

610 Orange Avenue, Fort Pierce, Florida 34950

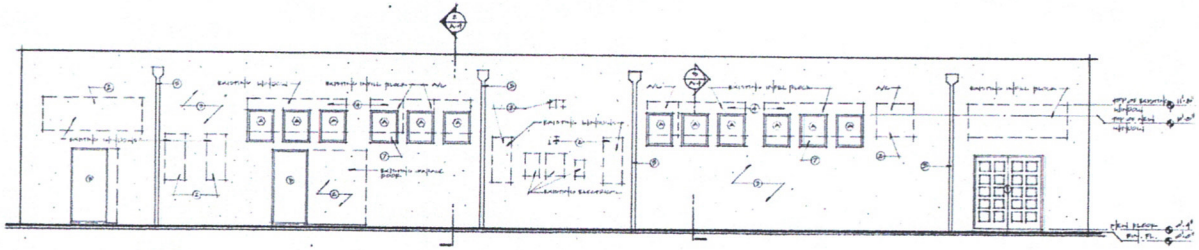
Patterson Drafting Service 878-0807

Mike Foster Construction, Inc. 466-0830

door schedule
window schedule
NOTES
1 FLOOR PLAN
ROBERT E.A. TERRY, JR.-ARCHITECT
3640 NORTH MILTON ROAD - FORT PIERCE, FLORIDA 34946
AIA
(407) 461-3311



1 SOUTH ELEVATION 1/4"=1'-0"



2 NORTH ELEVATION 1/4" 1'-0"

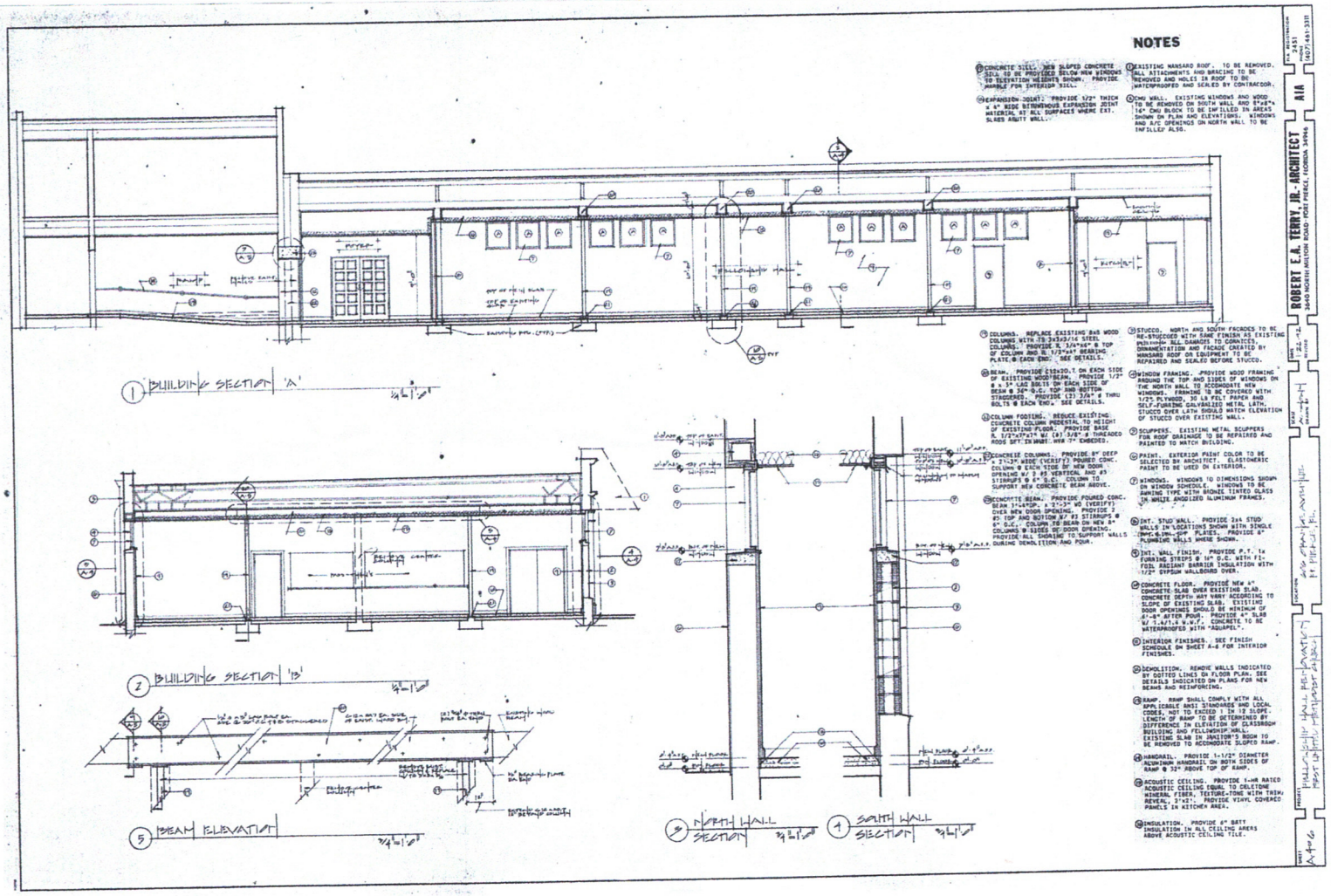
NOTES

1. EXISTING MANSARD ROOF. TO BE REMOVED. ALL ATTACHMENTS AND BRACING TO BE REMOVED AND HOLES IN ROOF TO BE WATERPROOFED AND SEALED BY CONTRACTOR.
2. CMU WALL. EXISTING WINDOWS AND WOOD TO BE REMOVED ON SOUTH WALL AND 8"x8"x 16" CMU BLOCK TO BE INFILLED IN AREAS SHOWN ON PLAN AND ELEVATIONS. WINDOWS AND A/C OPENINGS ON NORTH WALL TO BE INFILLED ALSO.
3. STUCCO. NORTH AND SOUTH FACADES TO BE RE-STUCCOED WITH SAME FINISH AS EXISTING. REPAIR ALL DAMAGES TO CORNICES, ORNAMENTATION AND FACADE CREATED BY MANSARD ROOF OR EQUIPMENT TO BE REPAIRED AND SEALED BEFORE STUCCO.
4. WINDOW FRAMING. PROVIDE WOOD FRAMING AROUND THE TOP AND SIDES OF WINDOWS ON THE NORTH WALL TO ACCOMODATE NEW WINDOWS. FRAMING TO BE COVERED WITH 1/2" PLYWOOD, 30 LB FELT PAPER AND SELF-FURRING GALVANIZED METAL LATH. STUCCO OVER LATH SHOULD MATCH ELEVATION OF STUCCO OVER EXISTING WALL.
5. SCUPPERS. EXISTING METAL SCUPPERS FOR ROOF DRAINAGE TO BE REPAIRED AND PAINTED TO MATCH BUILDING.
6. PAINT. EXTERIOR PAINT COLOR TO BE SELECTED BY ARCHITECT. ELASTOMERIC PAINT TO BE USED ON EXTERIOR.
7. WINDOWS. WINDOWS TO DIMENSIONS SHOWN ON WINDOW SCHEDULE. WINDOWS TO BE AWNING TYPE WITH BRONZE TINTED GLASS IN WHITE ANODIZED ALUMINUM FRAMES.
8. STUCCO TRIM. PROVIDE STUCCO TRIM TO DIMENSIONS SHOWN. TYPICAL WITH 3/4" REVEAL. Adjust below windows.

ROBERT E.A. TERRY, JR. - ARCHITECT AIA
3440 NORTH JAUDON ROAD · FORT PIERCE, FLORIDA 34946
(407) 461-3311

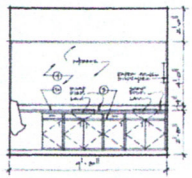
PROJECT: BELLA VISTA APARTMENTS
FORT PIERCE, FLORIDA

SHEET: A-3

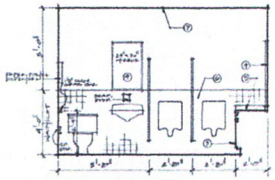

NOTES
1 BUILDING SECTION 'A'
2 BUILDING SECTION 'B'
5 BEAM ELEVATION
3 NORTH WALL SECTION
1 SOUTH WALL SECTION
ROBERT E.A. TERRY, JR. - ARCHITECT
3640 NORTH MILTON ROAD · FORT PIERCE, FLORIDA 34946
AIA
PHILADELPHIA HALL RESTORATION
FORT LAUDERDALE, FLORIDA
A-4.6

NOTES

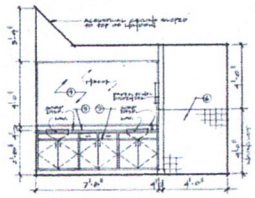
ROBERT E.A. TERRY, JR.- ARCHITECT
3640 NORTH MILTON ROAD · FORT PIERCE, FLORIDA 34946
AIA



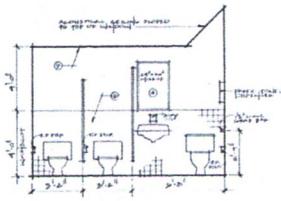
1 MEN'S ROOM



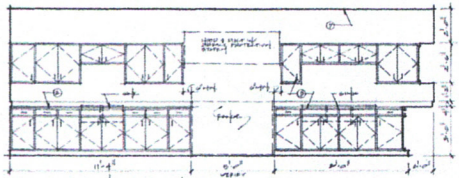
2 MEN'S ROOM



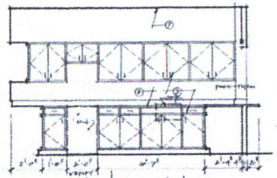
3 WOMEN'S ROOM



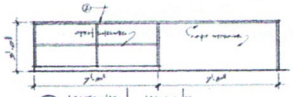
4 WOMEN'S ROOM



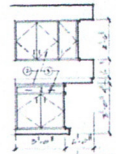
5 KITCHEN - EAST WALL



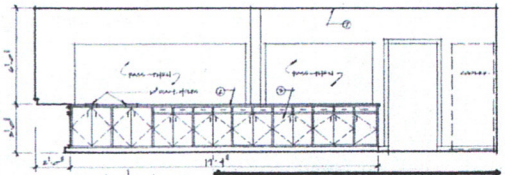
6 KITCHEN - SOUTH WALL



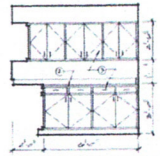
7 KITCHEN - ISLAND



10 PANTRY - NORTH WALL



8 KITCHEN - WEST WALL



9 PANTRY - EAST WALL

NOTES

1. INTERIOR ELEVATIONS. REFER TO FLOOR PLAN TO VERIFY ALL CABINET SIZES SHOWN WITH ACTUAL FIELD CONDITIONS.
2. COUNTERTOP. ALL COUNTERTOPS [illegible] LAMINATE EQUAL TO FORMICA, OVER 1/2" PLYWOOD WITH 4" MATCHING BACK SPLASH AND SIDE SPLASH. COLOR TO BE SELECTED BY ARCHITECT.
3. CABINETS. WALL AND BASE CABINETS SHALL BE FULL FACE CABINETS WITH SELF-EDGE PLASTIC LAMINATE EQUAL TO FORMICA ON 1/2" PLYWOOD. ALL CABINETS SHALL BE PROVIDED WITH 4 @ 4' V 1300 DRAWER GLIDES. CONT. SHALL PROVIDE ALL HINGES, CABINETS, KNOBS AND PULLS.
4. MIRRORS. PROVIDE 1/4" POLISHED PLATE MIRROR OVER BATHROOM LAVATORY TO SIZE SHOWN. PROVIDE ANCHORAGE AS REQUIRED.
5. BATHROOM COUNTERTOPS. ALL COUNTERTOPS IN MEN AND WOMEN'S BATHROOMS SHALL BE CULTURED MARBLE. COLOR SELECTED BY ARCHITECT.
6. CERAMIC TILE. SHALL BE EQUAL TO CRYSTALINE AS MANUFACTURED BY DAL-TILE CORP. ALL CAPS, BASES AND NECESSARY TRIM, ETC., SHALL BE INCLUDED. TILE TO BE 4-1/4" x 4-1/4" SCORED. COLOR AND PATTERN TO BE SELECTED BY ARCHITECT.
7. ACOUSTIC CEILING. PROVIDE 1-HR RATED ACOUSTIC CEILING EQUAL TO CELOTEX MINERAL FIBER, TEXTURE-TONE WITH TRIM/REVEAL, 2'x2'. PROVIDE VINYL COVERED PANELS IN KITCHEN AREA.

equipment schedule

equipment	model
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Room Finish Schedule

Room	Floor	Base	Wall	Ceiling	Remarks
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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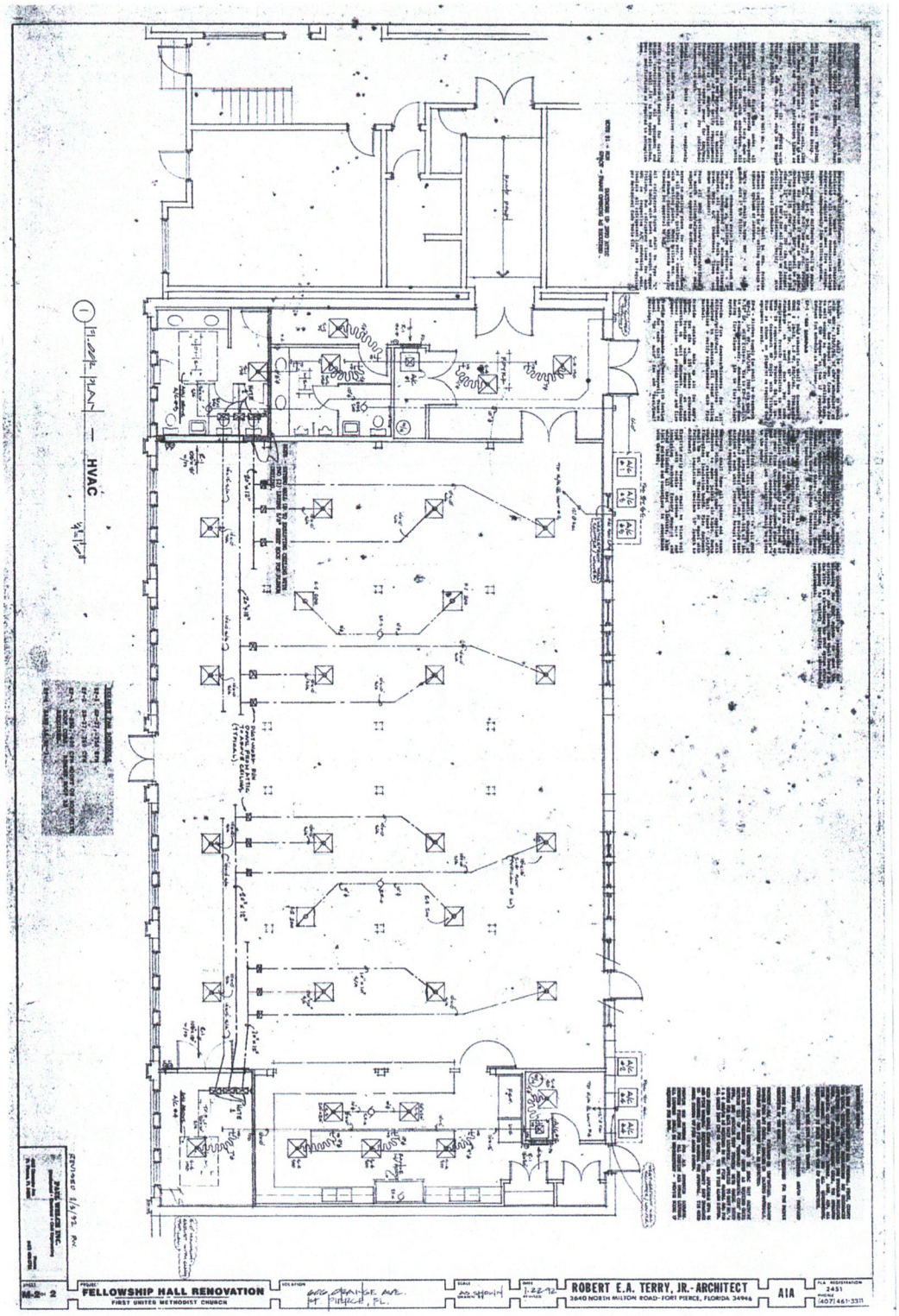
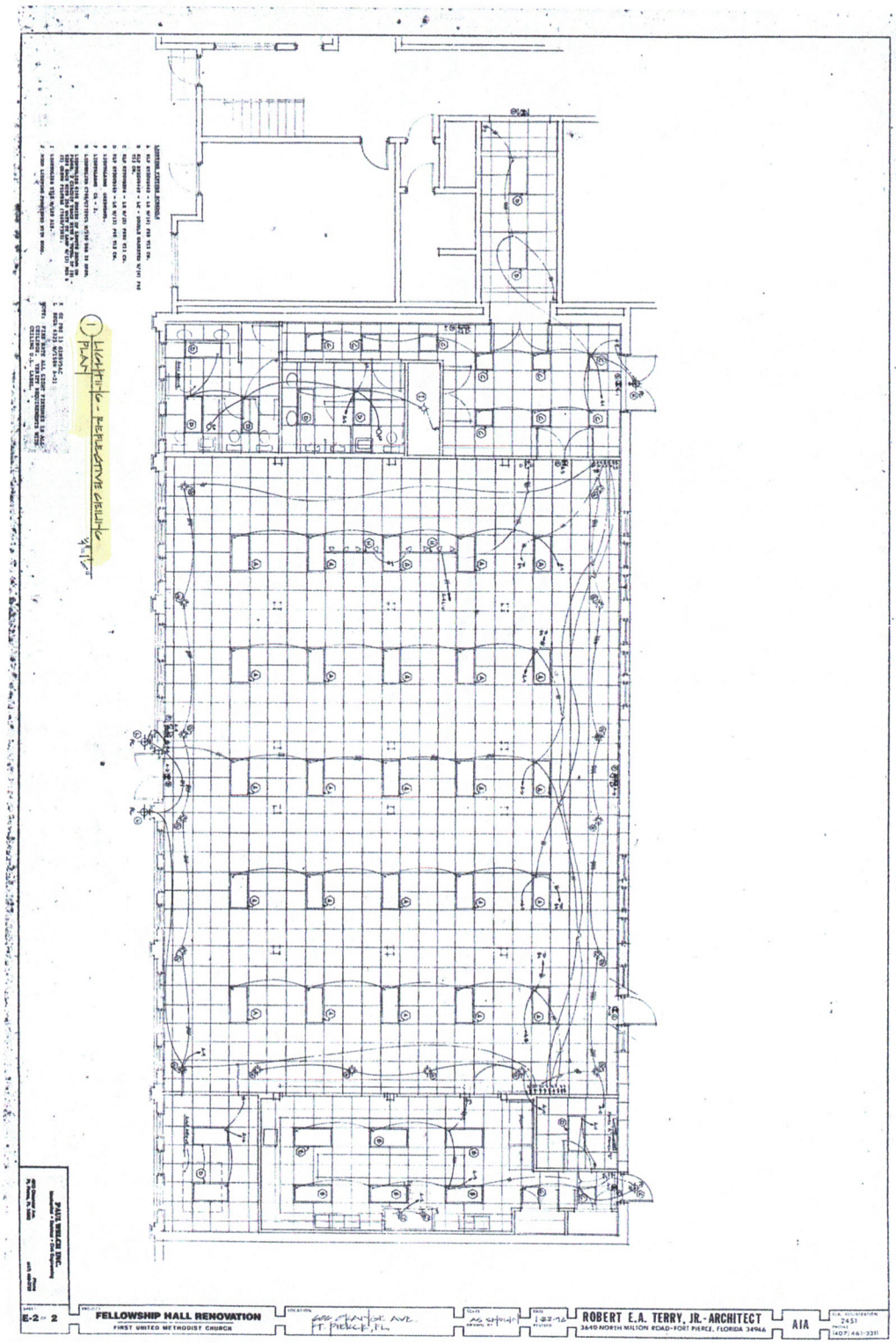
[illegible]

ROBERT E.A. TERRY, JR. - ARCHITECT AIA
9949 NORTH MILTON ROAD - FORT PIERCE, FLORIDA 34946
(407) 461-3331

1 FLOOR PLAN — PLUMBING
PLUMBING RISER #2
PLUMBING RISER #1
RISER #1
WATER RISER #1
WATER RISER #2
RISER #2
SECTION
GREASE TRAP DETAIL
M-1 2
FELLOWSHIP HALL RENOVATION
FIRST UNITED METHODIST CHURCH
605 ORANGE AVE.
FT. PIERCE, FL.
1-22-91
ROBERT E.A. TERRY, JR.-ARCHITECT
3640 NORTH MILTON ROAD-FORT PIERCE, FLORIDA 34946
AIA
2451
(407) 461-2311


1 FLOOR PLAN - HVAC
REVISED 6/5/92 RV
M-2- 2
FELLOWSHIP HALL RENOVATION
FIRST UNITED METHODIST CHURCH
ROBERT E.A. TERRY, JR.- ARCHITECT
3840 NORTH HILTON ROAD- FORT PIERCE, FLORIDA 34946
AIA
2451
(407)461-3311

ELECTRICAL
PLAN
1
PANEL
PANEL
ELECTRICAL DISTRIBUTION
SHEET
E-1 OF 2
FELLOWSHIP HALL RENOVATION
FIRST UNITED METHODIST CHURCH
LOCATION
601 ORANGE AVE.
FT. PIERCE, FL.
SCALE
AS SHOWN
DRAWN BY
DATE
1-22-92
REVISED
ROBERT E.A. TERRY, JR.- ARCHITECT
3640 NORTH MILTON ROAD-FORT PIERCE, FLORIDA 34946
AIA
FLA. REGISTRATION
2451
PHONE
(407) 461-3311



1 LIGHTING PLAN

LIGHTING - REFLECTIVE CEILING PLAN

E-2 of 2

FELLOWSHIP HALL RENOVATION
FIRST UNITED METHODIST CHURCH

LOCATION: 600 S. Indian River Ave. Ft. Pierce, FL.

SCALE: AS SHOWN

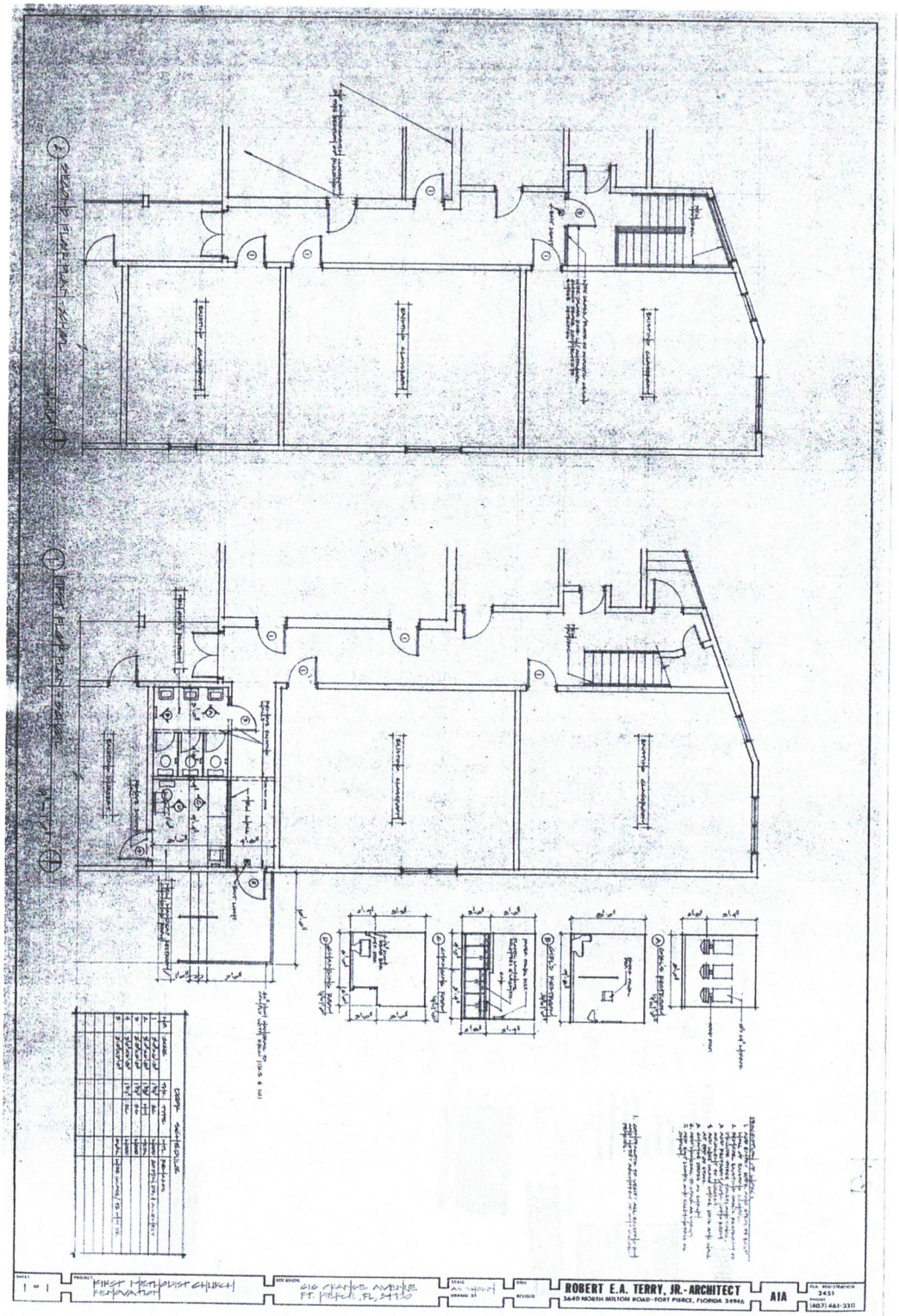
DATE: 1-22-14

ROBERT E.A. TERRY, JR. - ARCHITECT
3640 NORTH MILTON ROAD - FORT PIERCE, FLORIDA 34946

AIA

FLA. REGISTRATION 2451
PHONE (407) 461-3311

PARTIAL VERSION ONLY



SCALE 1" = 1'

PROJECT FIRST METHODIST CHURCH RENOVATION

LOCATION 616 CHARLES AVENUE FT. PIERCE, FL. 34950

SCALE AS SHOWN

DRAWN ST

REVISED

ROBERT E.A. TERRY, JR.-ARCHITECT
3640 NORTH MILTON ROAD-FORT PIERCE, FLORIDA 34946

AIA

FLA. REGISTRATION 2451

PHONE (407) 461-3311

B-4

CRLC 16
616 Orange Ave
Mike Foster Const, Inc

OFFICE COPY

CITY OF FT. PIERCE
PLAN REVIEW
REVIEWED BY:
BLDG:
DATE:
ELEC:
DATE:
PLMB:
DATE:
MECH:
DATE:

REJECTED
- ☐ Structural/Bldg.
- ☐ Electrical
- ☐ Plumbing
- ☐ Mechanical
- ☐ Gas
- ☐ FL Accms Code
- ☐ FL Energy Code

Please Resubmit Revised Plans.
Date:

condition satisfied
5/3/06
JTH

THESE PLANS AND ALL PROPOSED WORK ARE SUBJECT TO ANY CORRECTIONS REQUIRED BY THE INSPECTORS THAT MAY BE NECESSARY IN ORDER TO COMPLY WITH ALL APPLICABLE CODES.

"REVIEWED FOR CODE COMPLIANCE"

It is the responsibility of the owner / contractor to insure that all trades involved with the work performed to and meet all applicable codes including, but not limited to, plumbing, mechanical, gas and electrical. Florida Building Code, Florida Energy Code and all other applicable codes. In signing, acknowledgement and agreement of the subcontractor is hereby made that he has received from you a copy of Construction Plan that received approval and has received permit number and that he has complied with all requirements of Chapter 1, Section 104.5 Florida Building Code 2004.

Building Official — Date: 5/30/06

FT. PIERCE CITY HALL
REVIEWED FOR COMPLIANCE
SUBJECT TO FIELD INSPECTIONS
SEE ATTACHED REVISOR SHEET
REVIEWED BY:
DATE: 5-31-06

616 Orange Ave

616 Orange Ave.

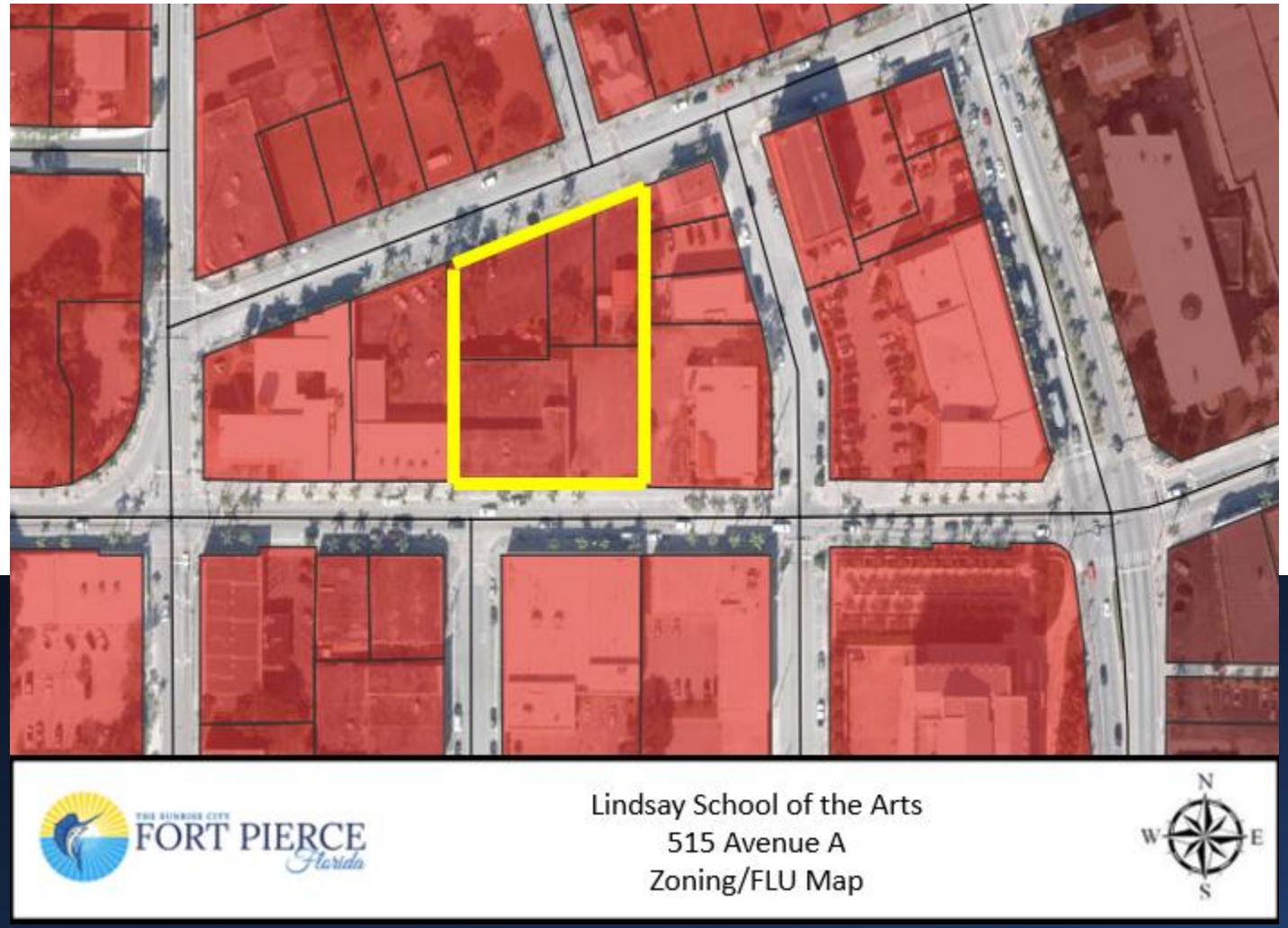
Conditional Use: Lindsay School of the Arts

515 Avenue A

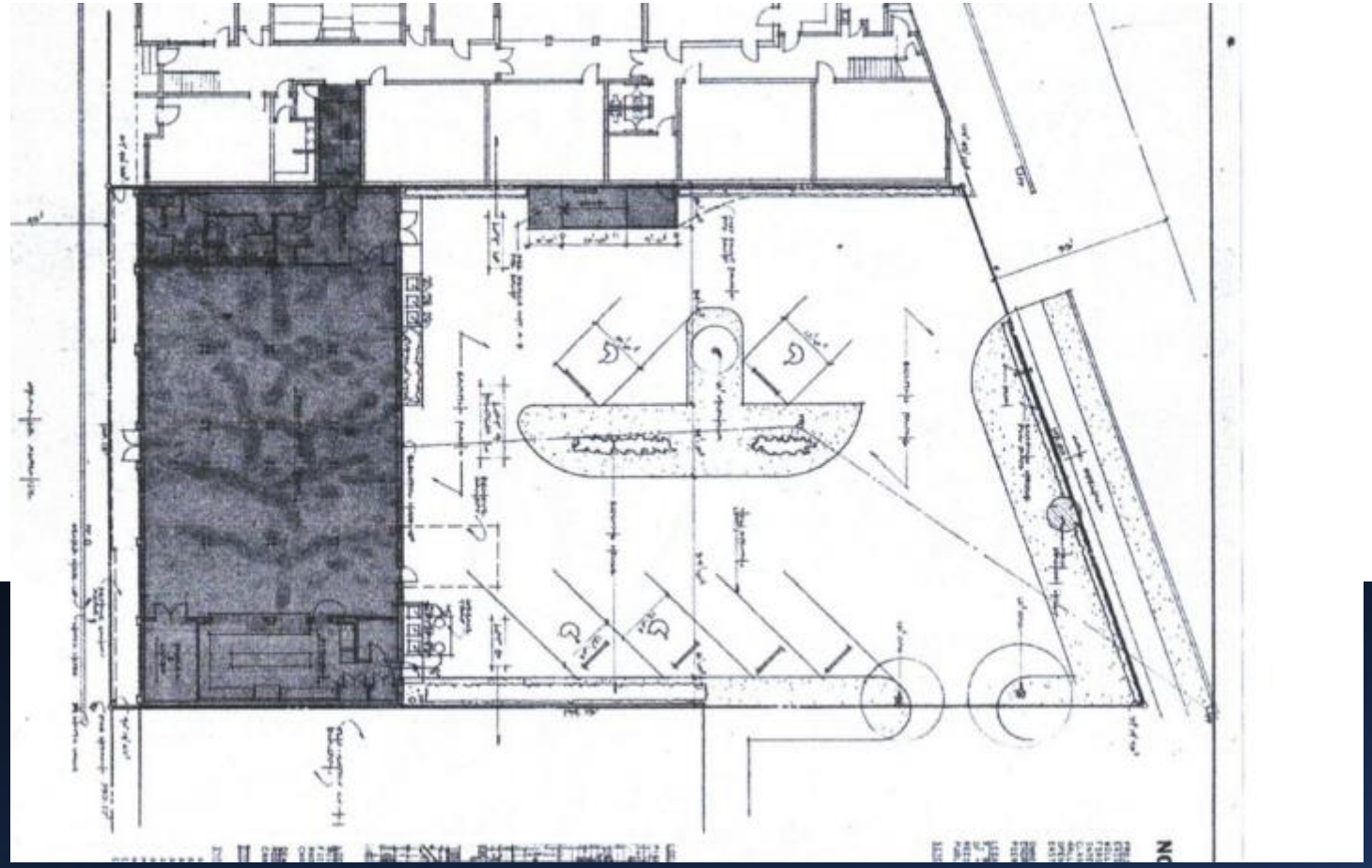
Location Map

Approx. 1.05 acres

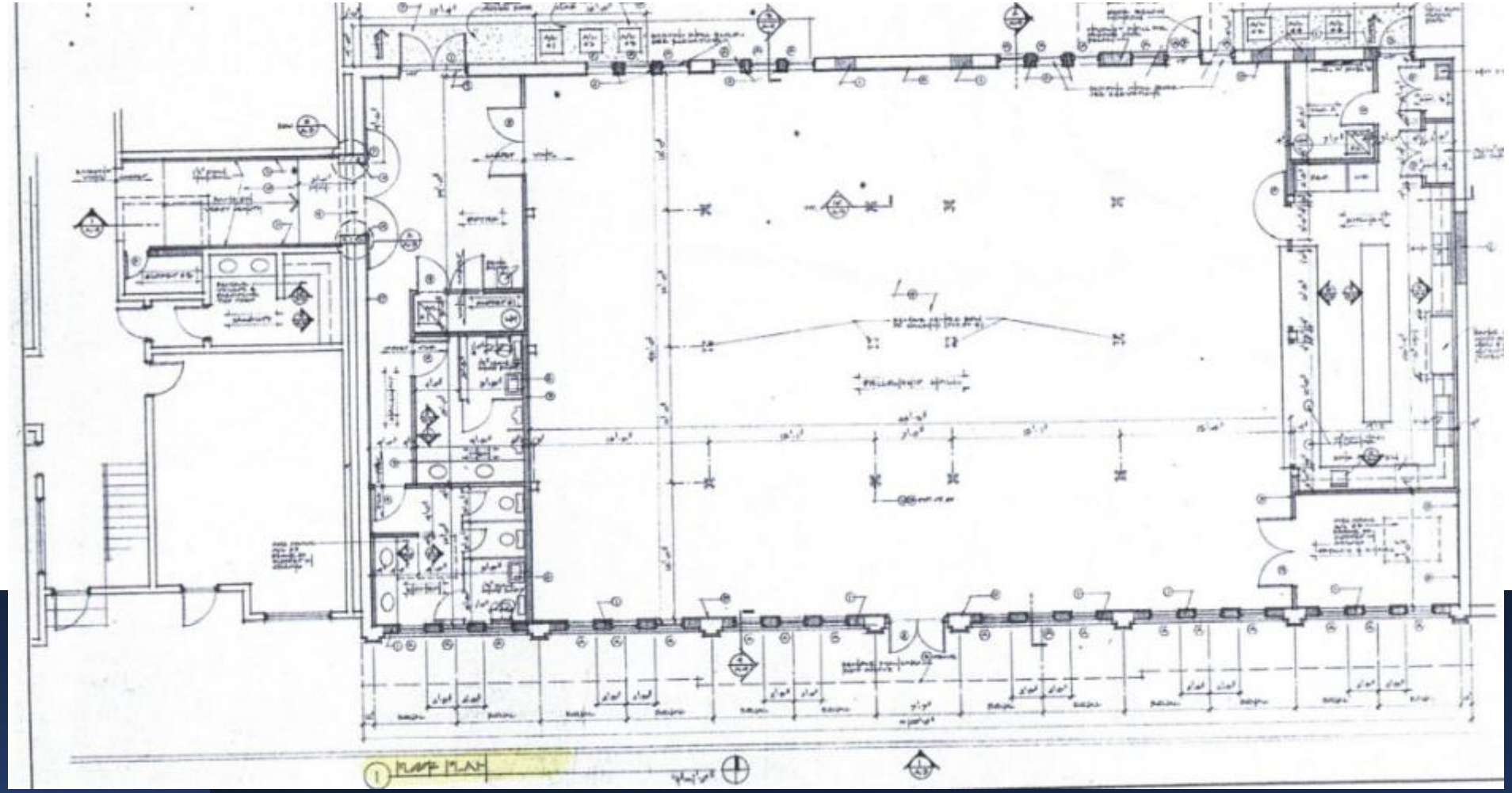
Zoning/Future Land Use



Site Plan



Site Plan



- Inside an existing 23,742 square foot Structure (First United Methodist Church of Fort Pierce)
- 8:30 am- 3:30 pm
- Will employee 3 Staff Members
- Tentative Capacity: Approx. 25-30 6th-11th Grade Students

Staff Recommendation

The proposed use offers a provision of Elementary, Middle and High School representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL**.

Planning Board Actions

The Planning Board, at their July 13th, 2022, meeting voted unanimously to recommend Approval of the request

City Commission Actions

Possible actions of the Planning Board:

- APPROVAL of the proposed Conditional Use, and no changes
- APPROVAL of the proposed Conditional Use with changes
- DISAPPROVAL of the proposed Conditional Use

Conditional Use: Lindsay School of the Arts

515 Avenue A

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use- No New Construction

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

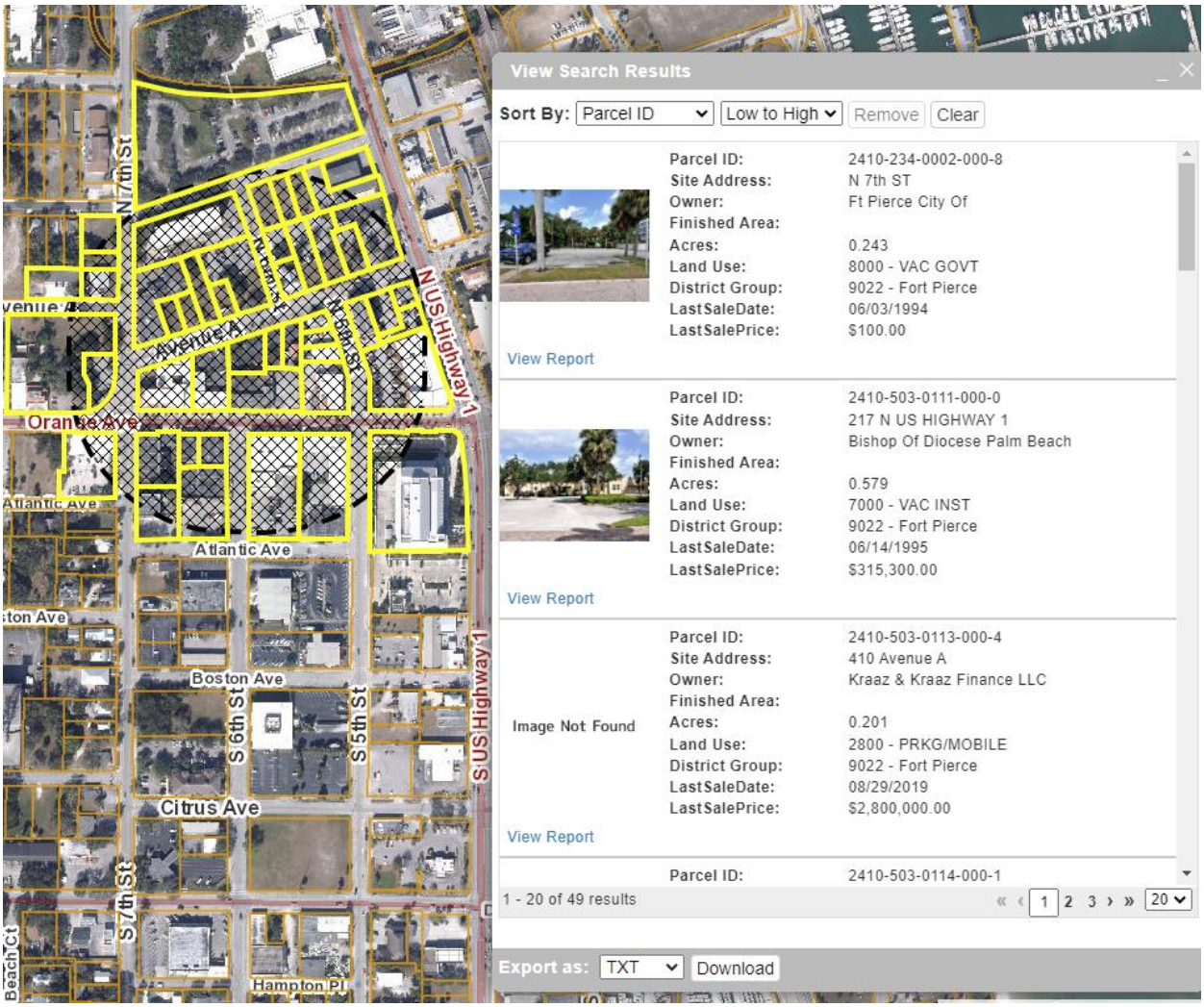
NOTICE BY NEWSPAPER: July 27th,2022

NOTICE BY MAIL: August 2nd, 2022

NOTICE BY SIGNS: July 8th, 2021

VERIFIED BY: Ryan Altizer **TITLE:** Planner

SIGNATURE: Ryan Altizer **DATE:** 8/3/2022


N 7th St
Avenue A
N US Highway 1
Orange Ave
Atlantic Ave
Boston Ave
S 6th St
S 5th St
S US Highway 1
Citrus Ave
S 7th St
Hampton Pl
View Search Results
Sort By: Parcel ID Low to High Remove Clear
Parcel ID: 2410-234-0002-000-8
Site Address: N 7th ST
Owner: Ft Pierce City Of
Finished Area:
Acres: 0.243
Land Use: 8000 - VAC GOVT
District Group: 9022 - Fort Pierce
LastSaleDate: 06/03/1994
LastSalePrice: $100.00
View Report
Parcel ID: 2410-503-0111-000-0
Site Address: 217 N US HIGHWAY 1
Owner: Bishop Of Diocese Palm Beach
Finished Area:
Acres: 0.579
Land Use: 7000 - VAC INST
District Group: 9022 - Fort Pierce
LastSaleDate: 06/14/1995
LastSalePrice: $315,300.00
View Report
Image Not Found
Parcel ID: 2410-503-0113-000-4
Site Address: 410 Avenue A
Owner: Kraaz & Kraaz Finance LLC
Finished Area:
Acres: 0.201
Land Use: 2800 - PRKG/MOBILE
District Group: 9022 - Fort Pierce
LastSaleDate: 08/29/2019
LastSalePrice: $2,800,000.00
View Report
Parcel ID: 2410-503-0114-000-1
1 - 20 of 49 results
« ‹ 1 2 3 › » 20
Export as: TXT Download

Zoraida Fernandez
1280 SW 25th LN
Palm City; FL 34990-2114

Bishop of the Diocese of Palm Beach
9995 N Military TRL
Palm Beach Gardens; FL 33410-5460

Bishop of the Diocese of Palm Beach
PO Box 109650
Palm Beach Gardens; FL 33410-9650

Adams Ranch Inc
26003 Orange AVE
Fort Pierce; FL 34945-4342

Rast Properties Inc
4521 PGA Blvd #201
Palm Beach Gardens; FL 33418

Kraaz & Kraaz Finance LLC
124 N 2nd ST; Unit Ste A
Fort Pierce; FL 34950-4409

Anthony Mantovani and Janet Mantovani
827 Timberview DR; Unit Apt D
Fort Pierce; FL 34982-5233

Diego Davalos and Monica Davalos
8825 NW 153 Ter
Miami; FL 33018

Anh Thai Nguyen (TR) and Kim Yen Banh (TR)
14750 Wineridge RD
San Diego; CA 92127-5000

Botanical Sanctuary LLC
710 Orange AVE
Fort Pierce; FL 34950-4346

Bunwin Inc
4521 PGA Blvd Suite 201
Palm Beach Gardens; FL 33418

First United Methodist Church of Fort Pierce Inc
616 Orange AVE
Fort Pierce; FL 34950-4279

129 N 5th LLC
2805 E Oakland Park BLVD; Unit Pmb 500
Fort Lauderdale; FL 33306-1813

James R Goertler
112 Queen Christina Ct
Fort Pierce; FL 34949

4616 INVESTMENT LLC
2005 Coconut DR
Fort Pierce; FL 34949-3307

Wachovia Bank NA
PO Box 2609
Carlsbad; CA 92018-2609

Serenity Food Ministries LLC
90 Almeria Ave
Coral Gables; FL 33134

Rock Ministries of the Treasure Coast Inc
PO Box 37
Vero Beach; FL 32961-0037

Common Ground Ministries Inc
PO Box 1898
Fort Pierce; FL 34954-1898

Dance Ministries LLC
117 Orange Ave
Fort Pierce; FL 34950-4346

701 ORANGE AVE LLC
1221 Delaware AVE
Fort Pierce; FL 34950-4084

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 08/15/2022

Re:

SUBJECT:

Approval and acceptance of the FPUA FY2023 Annual Budget and FY2022 Amended Budget.

SUMMARY:

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (12), hereby submitted for consideration by the City Commission is the FPUA's FY 2023 Annual Budget and FY 2022 Amended Budget.

RECOMMENDATION:

By majority vote, waive the thirty-day period for disapproval and approve FY 2023 Annual Budget and FY 2022 Amended Budget as submitted.

ALTERNATIVES:

By four-fifths (4/5) vote, disapprove or decrease any line item expenditures or amendments thereto. If no disapproval occurs, the budget and amendments there to shall be deemed approved as submitted within thirty (30) days.

RESPONSIBLE STAFF:

Javier Cisneros, Director of Utilities
Barbara Mike, Director of Financial Services

COORDINATED WITH:

Linda W. Cox, City Clerk

Attachments

Cover Memo
FY 2023 Annual Budget

Form Review

Form Started By: Linda Cox Started On: 08/08/2022 01:09 PM
Final Approval Date: 08/08/2022

Fort Pierce Utilities Authority

MEMORANDUM

To: Fort Pierce City Commission

From: Barbara A. Mika, CGFO
FPUA Director of Financial Administration

Through: Javier Cisneros, P.E.
FPUA Director of Utilities

Date: August 3, 2022

Subject: City Commission Agenda Request for the August 15, 2022 Meeting
FPUA - FY 2023 Annual Budget and FY 2022 Amended Budget

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (12), I am submitting an electronic copy of the Annual Budget for FY 2023 and the Amended Budget for FY 2022, for consideration and approval by the City Commission during the the August 15, 2022 City Commission meeting.

If you have any questions or need additional information, please feel free to contact me.

Email: Nick Mimms, City of Fort Pierce City Manager
Linda Cox, City Clerk, City of Fort Pierce

FORT PIERCE UTILITIES AUTHORITY

FORT PIERCE, FLORIDA

ANNUAL BUDGET

2022-2023

For the Fiscal Year Ending September 30, 2023
Amending Fiscal Year Ending September 30, 2022

www.fpua.com

Fort Pierce Utilities Authority

A Component Unit of the City of Fort Pierce, Florida

ANNUAL BUDGET

For the fiscal year ending September 30, 2023
Amending the fiscal year ending September 30, 2022

Prepared by
Department of Finance

Barbara A. Mika, CGFO
Director of Financial Administration
bmika@fpua.com
www.fpua.com

Table of Contents

Overview

GFOA Distinguished Budget Presentation Award 1
Leadership 2
Organizational Structure 3
Mission Statement 4
Utility Systems Description 6
TeamUA 12
Resolution 14
Budget Message 16
Budget Overview 24
Significant Financial Policies 40
- Cash Management 41
- Investment 41
- Debt 42
- Procurement 43
- Fixed Assets & Capital 44
- Budget 45

Budget Preparation Process 46
Budget Preparation Flowchart 47
Unit Sales Statistics 48
Change in Net Position and Funds Available 49
Estimated Distribution to the CIty of Fort Pierce 50
Budgeted Statement of Net Position 51
Outstanding Debt 54
Debt Service 56
Debt Service Cash Requirements 57

Revenues

Revenues By System 60
Revenues By Source 61
Electric Revenues 62
Water Revenues 64
Wastewater Revenues 66
Gas Revenues 68
Manatee Observation & Education Center Revenues 70
FPUAnet Communications & Treasure Coast Energy Center Revenues 71

Operations & Maintenance

Operations & Maintenance Expenses By Department 73
Operations & Maintenance Expenses By System 74
Operations & Maintenance Expenses By Category 75
Operations & Maintenance Expenses By Object Code 76
Allocation Distribution 78

Department Budgets

- Director Of Utilities 80
- Treasure Coast Energy Center 85
- Board 90
- Attorney 94
- Human Resources 98

Table of Contents

Safety 103
Community Relations 108
Director of Electric & Gas Systems 113
Electric Purchases for Resale 117
Electric Transmission & Distribution 118
Electric Operations 123
Electric & Gas Engineering 128
Gas Operations 133
Gas Purchases for Resale 138
Director of Water/Wastewater Systems 139
Water Resources 143
Water Distribution 148
Water/Wastewater Engineering 153
Water Reclamation 158
Wastewater Collection 163
Director of Utilities Support Services 169
Manatee Observation & Education Center 172
Materials Management 177
Information Technology Services 182
Facilities 187
Customer Service 192
Geospatial Technology Services 197
FPUAnet® Communications 202
FPUAnet® Communications Purchases for Resale 207
Director of Financial Administration 208
Regulatory Affairs 210
Finance 215
Administrative & General 220

Capital

Capital Improvement Plan Overview 227
CIP Process and Alignment to Strategic Plan 228
CIP and Capital Budget by System 229
Funding Sources 230
Capital Budget Highlights 231
Reasons Capital Projects are Required 232
Impact on Operating Budget 234
Vehicle Replacement Program 236
Capital Improvement Plan Summary 240

Appendicies

Maps of FPUA Service Territory 247
Revenue Definitions 251
Object Code Definitions 258
Glossary, Abbreviations & Acronyms 264
Performance Indicators – Last Ten Years 274
Property Value and Total Tax Assessed Value - Last Ten Years 278
Distribution to the City of Fort Pierce
and System Rate Increases (Decreases) - Last Ten Years 279
Demographic Statistics 280

FPUA
COMMUNITY PROUD

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Fort Pierce Utilities Authority
Florida

For the Fiscal Year Beginning

October 01, 2021

Christopher P. Morrill

Executive Director

LEADERSHIP FY 2022-2023

Leadership Team

Javier Cisneros, P.E.

Director of Utilities

Craig Crawford

(Acting) Director of Electric and Gas Systems

Bo Hutchinson, P.E.

Director of Water/Wastewater Systems

Daniel Retherford, P.E.

Director of Utility Support Services

Barbara A. Mika, CGFO

Director of Financial Administration

Board of Directors

From Left to Right:

Linda Hudson

Mayor-Member

Kristina Gibbons

Vice Chairman

Frank H. Fee, IV

Chairman

Barbara M. Bennett

Secretary

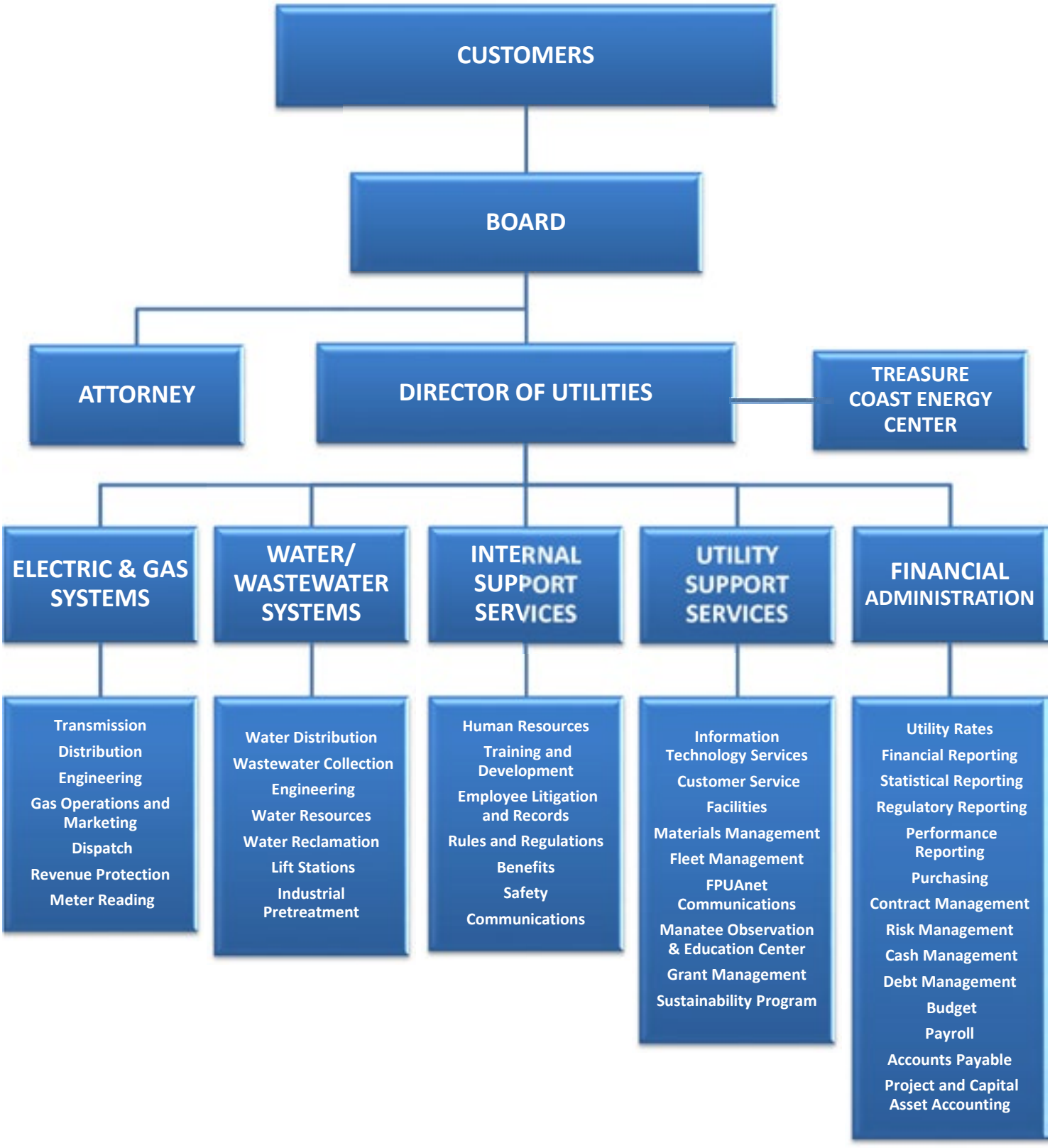
Larry Lammers

Deputy Secretary

Rupert N. Koblegard III

Attorney

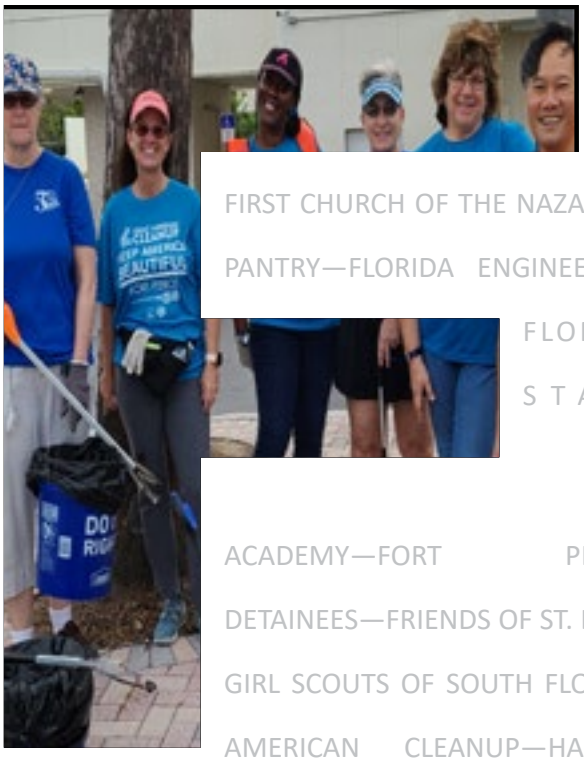
FPUA Organizational Structure



Fort Pierce Utilities Authority

"To provide our customers with economical, reliable and friendly service

Fort Pierce Utilities Authority employees have "enhanced the quality of life in our



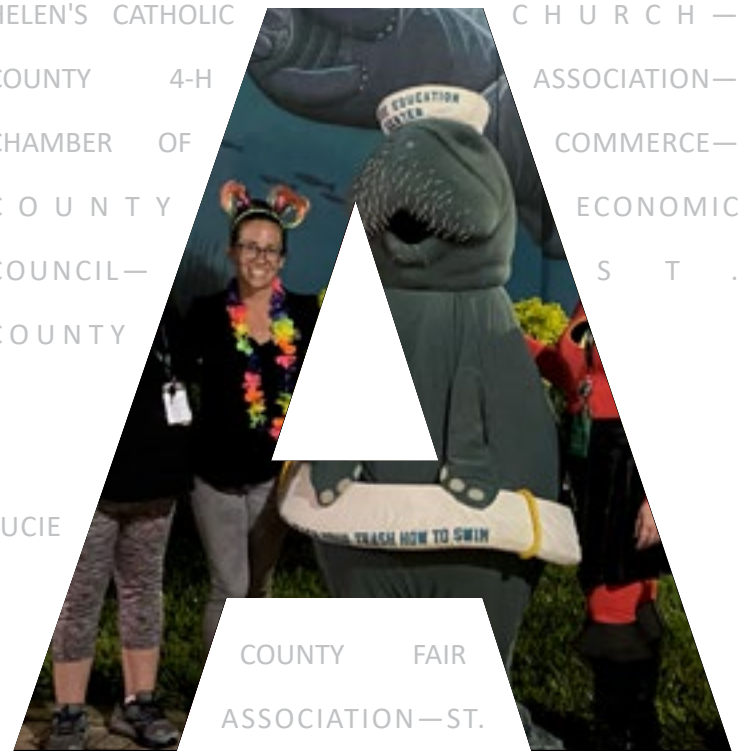
4-H—ALZHEIMER'S COMMUNITY CARE—AMERICAN CANCER SOCIETY—AMERICAN RED CROSS—BLUEBIRD EDUCATIONAL FOUNDATION—BOY SCOUTS OF AMERICA—BOYS & GIRLS CLUBS OF ST. LUCIE COUNTY—BRENNITY ASSISTED LIVING —CHILD FUND INTERNATIONAL—CHRIST FAMILY CHURCH—CHRIST FELLOWSHIP CHURCH—CHRISTIAN FM—CITY OF FORT PIERCE—CONSERVATION FOUNDATION—CONSERVATION KIDZ—COUNCIL ON AGING OF ST. LUCIE COUNTY—DOGS & CATS FOREVER—EARLY LEARNING COALITION—END IT CORP—FAMILY MEALS—FIRST CHURCH OF THE NAZARENE PANTRY—FLORIDA ENGINEERING FLORIDA STATE FOOD SOCIETY—CHRISTIAN ACADEMY—FORT PIERCE ROTARY—FRIENDS OF MIAMI-DADE DETAINEES—FRIENDS OF ST. LUCIE COUNTY PUBLIC HEALTH, INC.—GIRL SCOUTS OF SOUTH FLORIDA - TREASURE COAST—GREAT AMERICAN CLEANUP—HABITAT FOR HUMANITY—HEATHCOTE BOTANICAL GARDENS—HIBISCUS CHILDREN'S CENTER—HIBISCUS PARK NEIGHBORHOOD ASSOCIATION & CRIME WATCH—HIGHWAYMEN FESTIVAL—INCUBATE NEIGHBORHOOD CENTER—IRL SCIENCE FESTIVAL—KEEP FORT PIERCE BEAUTIFUL—KIWANIS CLUB OF FORT PIERCE-SUNRISE—LEARN TO READ OF SLC—LINCOLN PARK MAIN STREET—LINDSAY SCHOOL OF THE ARTS—LPMS CHRISTMAS ON MOORE'S CREEK—MAIN STREET FORT PIERCE—MANATEE OBSERVATION & EDUCATION CENTER (MOEC)—MARINE CLEAN-UP INITIATIVE—MARINE CORPS TOYS FOR TOTS—MMPS ENVIRONMENTAL—MOORE'S CREEK CLEANUP—MUSTARD SEED MINISTRIES—

Mission Statement

IN A CONTINUOUS EFFORT TO ENHANCE THE QUALITY OF LIFE IN OUR COMMUNITY"

COMMUNITY" BY CONTRIBUTING THEIR TIME AND SERVICE TO THE FOLLOWING ORGANIZATIONS:

NORTHSIDE BAT & BALL LITTLE LEAGUE—ONE FLORIDA FOUNDATION—OXBOW ECO-CENTER—OYSTER FEST—PACE CENTER FOR GIRLS—PARKVIEW BAPTIST CHURCH FOOD PANTRY—PILOT CLUB OF FT. PIERCE—PSL POLICE DEPARTMENT—PSL PREDATORS - FL YOUTH FOOTBALL LEAGUE—RESTORING THE VILLAGE—ROUNDTABLE OF ST. LUCIE COUNTY—SALVATION ARMY CHRISTMAS ANGELS—SANDY SHOES FESTIVAL—SARAH'S KITCHEN—SLC AGAPE SENIOR CITIZENS RECREATION CENTER—SMITHSONIAN INSTITUTE—SPONSOR ME, INC—ST. ANDREWS EPISCOPAL ACADEMY —ST. ST. LUCIE ST. LUCIE COUNTY ST. LUCIE DEVELOPMENT L U C I E EDUCATION FOUNDATION— S T . HELEN'S CATHOLIC COUNTY 4-H CHAMBER OF C O U N T Y COUNCIL— COUNTY C H U R C H — ASSOCIATION— COMMERCE— ECONOMIC S T .



LUCIE COUNTY FAIR ASSOCIATION—ST. L U C I E C O U N T Y S C H O O L S — S T U F F THE BUS—SUNRISE THEATRE—SUSAN G. KOMEN-STRIDES AGAINST BREAST CANCER—SWORD OUTREACH MENTORING & RESOURCE CENTER—THE LIGHTHOUSE FOUNDATION—THE VANDUZER FOUNDATION—TIM TEBOW FOUNDATION—TRADITION WORSHIP CENTER—TREASURE COAST BLOOD BANK—TREASURE COAST FOOD BANK—TREASURE COAST MANATEE FOUNDATION—TREASURE COAST WATERWAY CLEANUP—TREASURE COAST YOUTH FOOTBALL & CHEER—UNITED AGAINST POVERTY, INC. —UNITED WAY OF ST. LUCIE COUNTY—VERO BEACH BASEBALL CLUB, INC.—VILLAGE COALITION OF YOUTH ACTIVITIES—WE LEAP, INC.—WILD OVER WILDLIFE—

UTILITY SYSTEMS DESCRIPTION

The Electric, Water, Wastewater, and Natural Gas Utility Systems, FPUAnet® Communications, and the Manatee Observation and Education Center (MOEC) are managed and operated for the City of Fort Pierce by Fort Pierce Utilities Authority (FPUA). FPUA was established in accordance with provisions of the City of Fort Pierce Charter, Article XII.

Fort Pierce Utilities Authority is a municipal utility, and is a discretely presented component unit of the City of Fort Pierce. FPUA's community investments keep money locally when possible and FPUA Board meetings are open to the public. FPUA is recognized by the American Public Power Association as one of 274 utilities nationwide designated a "Reliable Public Power Provider" (RP3).

FPUA is governed by a utility board made up of residents of the community, who are customers of the utility. The FPUA Board consists of five members, one of whom is the Mayor-Commissioner of the City, who serves on the Board as long as he or she holds such office. The City Commission appoints the other four members for four-year overlapping terms. No member of the FPUA Board shall serve more than two consecutive four-year terms.

ELECTRIC SYSTEM

The Electric System serves the City of Fort Pierce and the immediate surrounding area (Page 247), encompassing approximately 35 square miles, with an average of 28,870 services billed during the fiscal year ended September 30, 2021. FPUA currently has 16 miles of 69kV and 7.5 miles of 138kV transmission lines. The 69kV lines interconnect six sub-transmission substations and the 138kV connects two transmission substations to Florida Power and Light (FPL). FPUA's primary distribution has approximately 504 miles of overhead and 305 miles of underground cable which operates at 13.2kV. FPUA and FPL have a territorial agreement approved by the Florida Public Service Commission.

On December 16, 1997, FPUA agreed to participate in the Florida Municipal Power Agency's All-Requirements Power Supply Project (ARP). In doing so, FPUA is now one of 13 municipally owned utilities in the ARP. The principal benefits of ARP are:

1. Lower operating costs through utilization of the most efficient generation available.
2. Future generation will be planned for the collective systems, as needed, by FMPA.
3. Economies of scale in operating, planning, and financing.
4. Lower risk with more units and more cities working together.

As of January 1, 1998, FPUA assigned its resources to the ARP and agreed to purchase its total power requirements from them. These resources include the contracts with Florida Municipal Power Agency (FMPA) related to Stanton Unit No. 1 (Stanton and Tri-City Projects) and Stanton Unit No. 2. The contracts related to the St. Lucie Nuclear Project have not been assigned.

The Treasure Coast Energy Center (TCEC) is a natural gas-fueled combined cycle unit, wholly owned by FMPA and operated by Fort Pierce Utilities Authority. FPUA operates the TCEC with its staff on an ongoing contract basis.

The Electric Service territory is progressing with the continued installation of the Advanced Metering Infrastructure (AMI) meters with 40% of the almost 29,000 meters in the system installed and operational. The recent funding received from the issuance on the Series 2022A Revenue Refunding Bonds will help to complete this project in the next two to three years. FPUA is in the midst of a multi-year Grid Modernization and Storm Hardening strategic initiative. This will include the replacement of six 25MVA transformers, twelve 69kV circuit breakers and eighteen 69kV switches inside of our substations. The plan will also harden our system by changing out our main line feeder poles from wood to concrete for better reliability and strength. Our plan also includes the undergrounding of certain laterals in trouble prone areas. All this is to help maintain reliable power to our 29,000 customer owners.

WATER SYSTEM

The Water System serves the City of Fort Pierce and the immediate surrounding area (Page 248), encompassing approximately 32 square miles, with an average of 21,470 services billed during the fiscal year ended September 30, 2021. Water supply is obtained from 36 Surficial Aquifer wells (shallow) and 11 Floridan Aquifer wells (deep). FPUA currently has a Water Use Permit (WUP) from the South Florida Water Management District (SFWMD) to withdraw an annual daily average not to exceed 21.13 million gallons (MG) of ground water. Treatment of the raw ground water is presently accomplished through a 20 million gallons per day (MGD) conventional Lime Softening Water Treatment Plant and a 10.3 MGD Reverse Osmosis Water Treatment Plant. Over the past 8 years, FPUA has made a significant investment into the water treatment plant by rehabilitating and upgrading all of the critical components to ensure that safe and reliable drinking water is provided to the FPUA rate payers. FPUA meets all federal and state drinking water standards. FPUA has 9 million Gallons (MG) of storage capacity. The water distribution system is composed of 400 miles of water mains, remote pumping facilities, ground level storage tanks, hydrants, and valves.

The Advanced Metering Infrastructure project is currently underway with 24%, of the now almost 22,000 new meters that will need to be installed, complete. Recent funding received from the Series 2022A Revenue Refunding Bond issuance will allow completion of this project in the next 2-3 years.

WASTEWATER SYSTEM

The Wastewater System serves the City of Fort Pierce and the immediate surrounding area (Page 249), encompassing approximately 30 square miles, with an average of 15,820 services billed during the fiscal year ended September 30, 2021. The wastewater collection system consists of 118 lift stations, 174 miles of gravity sewer lines ranging from 4 to 48 inches in diameter, and approximately 97 miles of force mains ranging in size from 1.5 to 30 inches in diameter. The Island Water Reclamation Facility (IWRF) currently has a permitted capacity of 10 MGD for Annual Average Daily Flow (AADF) and 11.5 MGD for 3-Month AADF. The Florida Department of Environmental Protection (FDEP) has issued an operating permit which will be adequate through December 10, 2022. FPUA has one domestic deep injection well (IW) at the IWRF plant site. A pumping station injects treated/disinfected effluent into the 3,300-foot deep injection well for disposal. The IWRF IW-1 well is a twenty-four inch domestic well which is permitted through 2022. There are two deep injection wells located on the site of the future Mainland Water Reclamation Facility (MWRF) in the southwest corner of the service area. IW-1 is an 18-inch industrial deep injection well with a capacity of 2.7 MGD, PHF and IW-2 is a 24-inch domestic deep injection well. IW-1 accommodates the TCEC's industrial wastewater stream and St. Lucie County landfill leachate, and is permitted through August 4, 2020 with permit renewal under review. The IW-2 well is currently not in operation and therefore is not permitted. Both wells can be utilized for disposal of MWRF effluent when that facility is constructed. FPUA has made significant progress in the relocation efforts of the IWRF and has spent over $26 million towards that effort to date.

The relocated MWRF project is board-approved and scheduled to begin construction in 2023, with completion and initial flows planned for Spring 2025. A short transition period will follow where FPUA operates both reclamation facilities while the collections system field work required to divert all flows is completed. The new MWRF is also being designed with a reuse system that will allow the TCEC to use treated reuse in their process cooling towers, saving an average of 2 MGD of draw from the Floridan Aquifer and providing a sustainable solution for effluent disposal.

NATURAL GAS SYSTEM

The Natural Gas System serves the City of Fort Pierce and the immediate surrounding area (Page 250), encompassing approximately 27 square miles, with an average of 4,110 services billed during the fiscal year ended September 30, 2021. The system consists of 173 miles of gas main and 81 miles of service lines. FPUA also owns and operates a Compressed Natural Gas (CNG) station that provides clean fuel for FPUA's fleet of vehicles. Beginning in FY 2023 the Natural Gas System will expand services north to the Lakewood park area and includes 13 miles of new mains and a new gate station. This expansion is expected to double our customer base within ten years. The completion of a 4" and a 6" main extension will service new and existing large commercial customers. The completion of the Natural Gas AMI Project

with 18% new meters installed, will be funded through the recent bond issuance as well and is expected to be completed in the next two years. The Natural Gas System purchases firm gas for resale through the Florida Gas Utility (FGU). FGU has a contract with Florida Gas Transmission for the transportation of gas to FPUA's system. Gas purchases are supplied by FGU under an "All Requirements" agreement. The Gas Operations Department is responsible for the installation and maintenance of all gas mains and service lines. The department also employs a staff of qualified gas service technicians to maintain and repair customers' natural gas appliances.

FPUAnet® COMMUNICATIONS

FPUAnet Communications is a registered Competitive Local Exchange Carrier (CLEC) with the Florida Public Service Commission since May of 2003. The fiber system consists of over 110 miles of fiber optic lines that provide dark fiber service to all the utility business units and provides broadband service to external customers. The mission of FPUAnet is to help transform the City of Fort Pierce into a 21st Century SMART City. With a city-wide fiber deployment FPUAnet will promote the socio-economic future of our community by attracting new industries, enabling telecommuting and increasing home values. Its fiber network will provide affordable, high speed symmetrical broadband service to all residents and businesses.

Over the course of the next three years FPUAnet has $4.2 Million allocated for system reliability and expansion. As a SMART City Internet Service Provider the system will provide additional connections for free public Wi-Fi, Digital Kiosks, Security Cameras and connection to Utility field assets.

MANATEE OBSERVATION & EDUCATION CENTER

The Manatee Observation & Education Center is located on Moore's Creek east of Indian River Drive in Fort Pierce. The Manatee Center represents FPUA's longtime commitment to community engagement and environmental stewardship. The Manatee Center's mission is to promote understanding and responsible actions for the protection of the Treasure Coast's fragile ecosystems and their inhabitants. The Manatee Center provides environmental education and community involvement through an active education outreach program and a group of over 100 volunteers who staff the Exhibit Hall, Vanishing Mermaid Gift Shop, and community events. The Manatee Center Exhibit Hall, a museum of aquatic tanks and environmental information, provides a clean and safe facility for viewing manatees in the wild and other inhabitants of the Indian River Lagoon. During fiscal year 2021, Manatee Center staff counted 215 manatee sightings in Moore's Creek while hosting 23,407 visitors and students from all over the world. Volunteers provided critical and active support to the Center with a total of 5,531 hours of service.

The Manatee Observation and Education Center offers a variety of education programs and activities for all ages. The Manatee Center also hosts special events such as NatureFest, Summer Camps, and

monthly Brown Bag Lunch Lecture Series. School groups can also enjoy programming both at the Manatee Center and in the comfort of their own classroom through mobile programming. The Manatee Observation and Education Center exists to educate the community about nature, how humans impact the environment, and to teach ways to interact with our natural environment to lessen the impact.

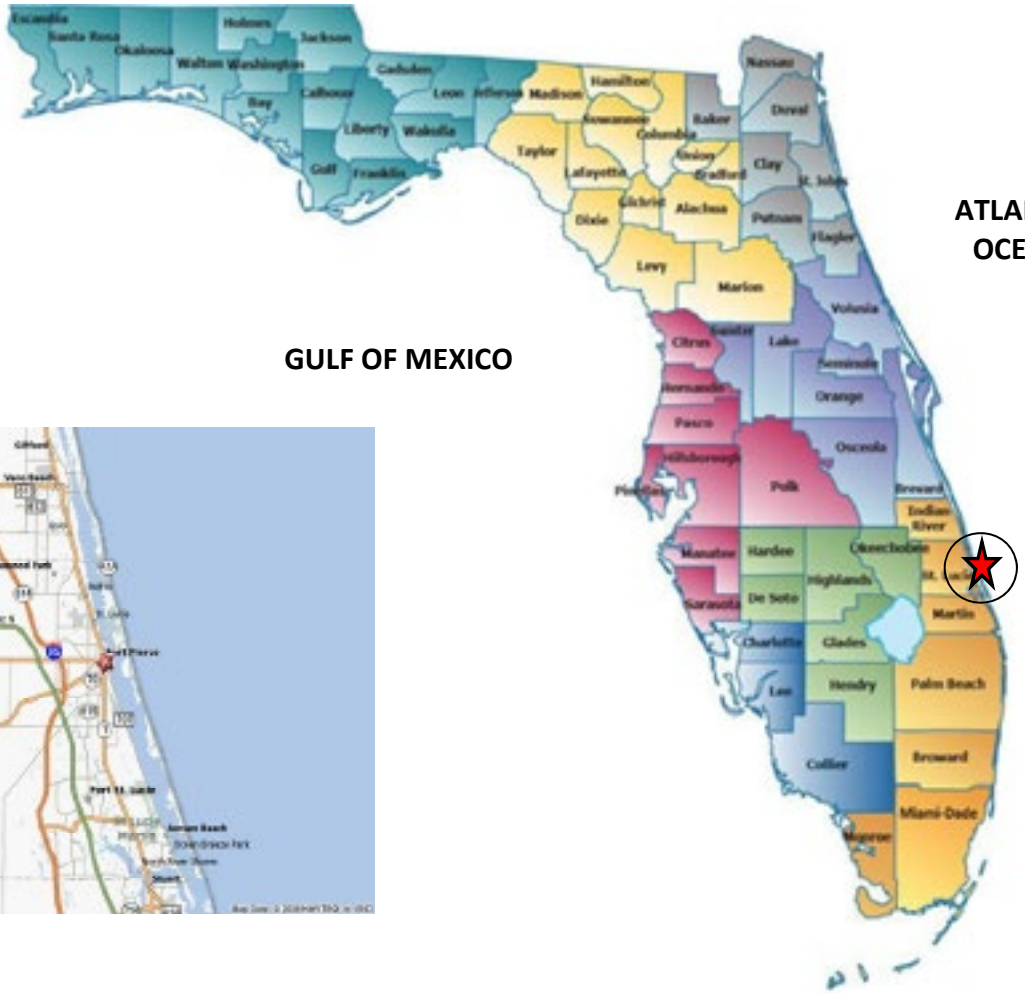
CITY OF FORT PIERCE THEN AND NOW

Fort Pierce, often called the Sunrise City, has been the hub of St. Lucie County, Florida for over 100 years. Situated on the "Treasure Coast," named after the famed sinking of a Spanish treasure fleet in 1715, Fort Pierce is one of the oldest communities on the East Coast of Florida. Fort Pierce was named after the Fort Pierce Army post which was built nearby in 1838 during the Second Seminole War. The military post had been named for Benjamin Kendrick Pierce, a career United States Army officer and the brother of President Franklin Pierce. Incorporated in 1901, Fort Pierce was primarily one general store surrounded by a few nearby houses. When Henry Flagler's railroad was built through the town in 1915 it brought an opportunity for expansion of new homes and schools with it. The city grew from 300 pioneers to approximately 45,000 residents today and encompasses approximately 29 square miles. In 1923 Sunrise Theatre opened its doors as the largest theater on Florida's East Coast with 1,200 seats. It quickly became the center of St. Lucie County. Sunrise Theatre closed its doors in 1983 due to its inability to convert to a multiple screen operation. In 1988 the downtown Fort Pierce area began launching unique retail shops, restaurants and art galleries. The Sunrise Theatre is located on Main Street in Fort Pierce right in the heart of downtown. The St. Lucie Preservation Association purchased the theater and reopened the newly renovated Sunrise Theatre for the Performing Arts in 2006. The theatre thrives today with named performers drawing audiences to the area. Old City Hall is one of the best-regarded and frequently used buildings on the Treasure Coast of Florida. Built at the height of the Florida boom in 1925, it was the first historic building to be restored in downtown Fort Pierce in 1995. The building was used as the Fort Pierce City Hall until 1983. In 1971 Harbor Branch Oceanographic Institution, a non-profit research organization, was founded by J. Seward Johnson, Sr. in collaboration with Edwin A. Link. In December 2007, the assets and parcels of land of the research institute were transferred to Florida Atlantic University and took its current name - Harbor Branch Oceanographic Institute at Florida Atlantic University. Their research and education focuses on biological oceanography, aquaculture, discovery and development of natural products for medicines, ocean engineering, and

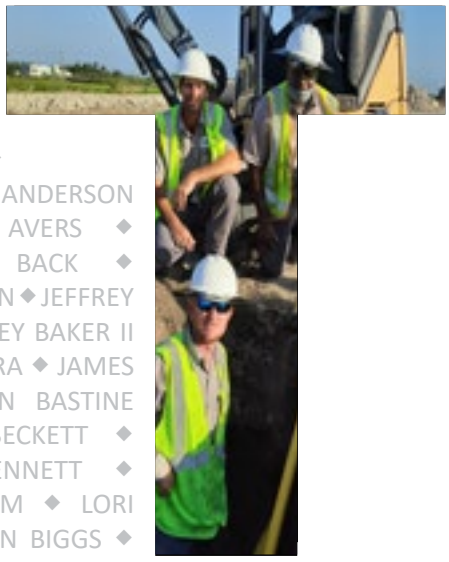
other uses. Its staff includes more than 160 scientists, engineers, mariners, and support personnel. In 2008 the H.D. King plant (Fort Pierce Nuclear plant) was demolished and a series of soil testing started. Ninety-eight percent of all materials from the demolished building were recycled or salvaged, including 20,000 tons of concrete and 37,000 gross tons of steel. After the site was cleared by environmental testing the City of Fort Pierce and the Fort Pierce Redevelopment Agency started soliciting qualifications and accepting proposals for the site. In 2018 a proposal was accepted for a 120-room high end hotel from a national chain, 60 condos, 40,000 square feet of retail space and two restaurants. A 1.5-acre section of the location will be left vacant for a potential rail station in the future. In 2020 Derecktor broke ground on a new shipping yard and port that will hold the world's largest mobile boat hoist, standing at 85 feet tall, 75 feet wide, and 120 feet long and weighing 738 tons. This hoist will be able to lift mega-yachts of up to 250 feet in length out of the water for general maintenance, repair or refit.

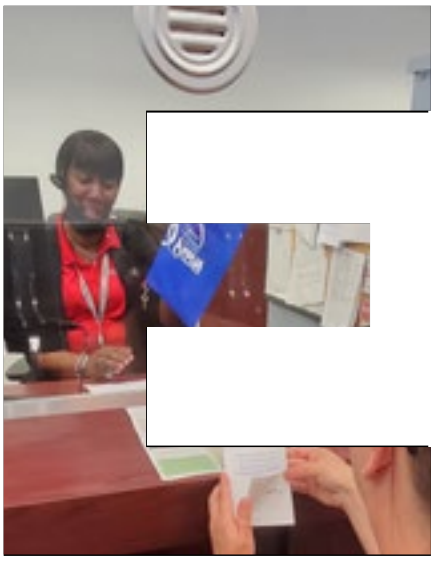
Fort Pierce is a coastal community, which offers miles of uncrowded and pristine beaches. A large portion of the coastline has unspoiled shores with public access. The museums, cultural attractions, nature parks and beaches are all favorites among the tourists and also provide residents with an amazing stay-cation experience.

MAP OF FLORIDA SHOWING THE LOCATION OF FORT PIERCE



TEAM UA - OVER 3,000





JAMES ADAMS ◆ KATHARINE ALFORD ◆ CHARLES ALFORD ◆ WILLIAM ANDERSON ◆ ANDREW AVERS ◆ CHRISTOPHER BACK ◆ MAURICE BACON ◆ JEFFREY BAKER ◆ JEFFREY BAKER II ◆ RAUL BARRERA ◆ JAMES BARRY ◆ RYAN BASTINE ◆ SAMUEL BECKETT ◆ MEREDITH BENNETT ◆ KARYL BERTRAM ◆ LORI BIANCO ◆ JOHN BIGGS ◆ DONALD BLACK ◆ CHARLES BLAIR ◆ ROBERT BOULANGER ◆ S LANCE BRICK ◆ KEVIN BROGNANO ◆ DANIEL BROLMANN ◆ ROGER BROWN ◆ MELISSA BRUNO ◆ VICTOR BURRIS ◆ TRAVIS BUTLER ◆ ANDREW BYRD ◆ JOSHUA CALANDRO ◆ DWAYNE CALLENDER ◆ WENDY CALVO ZAYAS ◆ JULIE CANTAVE ◆ DADE CAPPAR ◆ JAMES CARNES ◆ BRANDON CASS ◆ JUAN CASTILLO ◆ LUIS CASTILLO ◆ GLYNDA CAVALCANTI ◆ ELBA CENDEJAS ◆ MICHAEL CHIDGEY ◆ MONIQUE CHRISTIE ◆ JAVIER CISNEROS ◆ LINDA CLARK ◆ TEVIN CLAYTON ◆ ANDRE CLEVELAND ◆ RICKY CLEVINGER ◆ ANTHONY CLINCO ◆ BRIAN COLLIER ◆ JAMES COMBS ◆ REGINALD COOK ◆ BRETT CORBETT ◆ TYLER COX ◆ BRANDY CRAWFORD ◆ SHILOH CRAWFORD ◆ CRAIG CRAWFORD ◆ WILBURN CRAWFORD ◆ STEVEN CRITES ◆ CLAYTON CROUCH ◆ JONATHAN CRUMBLEY ◆ MICHAEL CURRID ◆ THOMAS DAROZA ◆ TYRUS DARVILLE ◆ ALDONIO DASILVA ◆ JOEL DAVIS ◆ ROBERT DAVIS ◆ FELICIA DAVIS ◆ GREGORY DAVIS ◆ LUGEY DAWSON ◆ ALICE DELANNOY ◆ BRETT DENATALIE ◆ JAMES DENMAN ◆ OWEN DENNIS ◆ ANDREW DIGIACOMO ◆ THOMAS DRISKELL ◆ JASON DROST ◆ PETER DUNCAN ◆ WILLIAM DUPRE ◆ SCOTT DYKEMA ◆ CHRISTOPHER ELIASON ◆ JASON ERWIN ◆ ROBERT ESCHMANN ◆ TRENT EURY ◆ FRANK FEE ◆ STEVEN FERGUSON ◆ OMAR FOOTE ◆ DENISE FOUNTAIN ◆ SHARI FRANCO ◆ THOMAS FRYAR ◆ NORIEL FUMERO ◆ FREDERICK GADDIS ◆ JOSHUA GANG ◆ STEVEN GATINS ◆ KORY GATLEY ◆ KRISTINA GIBBONS ◆ BARBARA GIBSON ◆ PATRICK GILLESPIE ◆ KEVIN GILLETTE ◆ MONIQUE GILSINAN ◆ PATRICIA GILSINAN ◆ JOSEPH GILSON ◆ MICHAEL GOLDSMITH ◆ SONIA GOMEZ ◆ ANTONIO GONZALEZ ◆ WILLIAM GOODWIN ◆ CROSBY GORE ◆ AARON GRAVES ◆ WILLIAM GRAY ◆ LESLIE GREENWOOD ◆ MARIA GUERRERO ◆ KATHRYN GUILLETTE ◆ RONALD HAGWOOD ◆ GEORGE HALL ◆ MICHELE HARRIS ◆ JAMES HARRIS ◆ MATTHEW HARWARD ◆ COLBY HARWARD ◆ SENATOR HAYES ◆ STEVE HERDEMAN ◆ MICHEAL HIGHSMITH ◆ CLINTON HINER ◆ ADAM HOFFER ◆ ESTELA HOLMAN ◆ KYLE HOLMAN ◆ BRANDON HOULE ◆ LINDA HUDSON ◆ CHRISTOPHER HUGHART ◆ TIMOTHY HUGHES ◆ BOWDOIN HUTCHINSON ◆ GINETTE INGLE ◆ MALIA JACKSON ◆ MARCUS JACKSON ◆ PAUL JAKUBCZAK ◆ JORDEN JENNINGS ◆ SIDNEY JERGER ◆ SIDNEY JERGER ◆ JUWAN JEUNE ◆ ANA JOHNSON ◆ CHONTAE JOHNSON ◆ TERRY JOHNSON ◆ CHRISTOPHER JOHNSON ◆ KATRINA JONES ◆ MICHAEL JONES ◆ JOSHUA JORDAN ◆ KERVANS JOSEPH ◆ WILLIAM KAEFF ◆ ADAM KEE ◆ MARK KOBBE ◆ RUPERT KOBLEGARD III ◆ DANIELLE KOEHLER ◆ MICHAEL KOENIG ◆ JENNIFER KRIP ◆ KUPER KRUEGER ◆ PAUL LAGUERRE ◆ JOSEPH LAMMERS ◆ TERRY LARREMORE ◆ MICHAEL LEDOUX ◆ EDWARD LEONGOMEZ

Years of Dedicated Service

◆ GLEN LEPESKA ◆ ASHLEY LEVIN ◆ KARINA LIVINGSTON ◆ KAREN LLANAS ◆ JORGE LOPEZ-AGUILAR ◆ SCOTT LOVEN ◆ ALAN LUNA ◆ WANDA MAGNUSON ◆ WILLIAM MAIN ◆ TAMMY MALIN ◆ GLEN MANCHESTER ◆ FRED MANN ◆ BARBARA MARSHALL BENNETT ◆ MELISSA MARTIN ◆ LAURIE MARTIN ◆ MICHAEL MARTIN ◆ STEPHEN MASTELLER ◆ KENNETH MAXWELL ◆ TOMMIE MC CARTHY ◆ DANIEL MCKINLEY ◆ GEORGE MCMILLAN ◆ JOHN MCMILLIAN ◆ TERRANCE MCMILLON ◆ STONEY MCPEEK ◆ FRANCISCO MERCADO ◆ ERIC MEYER ◆ ROSALINE MICHEL ◆ BARBARA MIKA ◆ JOSHUA MILLER ◆ JASON MITTLER ◆ JOSE MORALES GUDINO ◆ REGINA MORRIS ◆ KENNETH MORRIS ◆ LARRY MORRISON ◆ STEVEN MOSELY ◆ STEVEN MURTO ◆ JOHN MUSSELWHITE ◆ KYLE MYERS ◆ CHRISTELLE MYRICK ◆ CHRISTOPHER NASSO ◆ MICHAEL NEILL ◆ THOMAS NEIMAN ◆ MELODY NELSON ◆ DINO NESSELRODE ◆ DAVID NOEL ◆ TINA O'CONNELL ◆ HAILEY OELKE ◆ KIMBERLY OKUBO ◆ SHANNON ONDERLINDE ◆ JOHNNY ORTIZ ◆ SHANE OSTRANDER ◆ ANGEL PADILLA-FERNANDEZ ◆ JAKUB PAJAK ◆ NANCY PALKA ◆ THOMAS PARKER ◆ SHELIA PARNELL ◆ KEVIN PARRISH ◆ EDWARD PATRICK ◆ DARIN PATTERSON ◆ ERIC PEARSON OLIVO ◆ LAURIE PEPPLE ◆ LESTYIER PEREZRAMOS ◆ ERIC PETERS ◆ RICHARD PETERSEN ◆ FELICIA PIERRE LOUIS ◆ NANCY PIERRELOUIS ◆ BARBARA PLASENCIA ◆ TONY PRICE ◆ DOUGLAS PUPARD ◆ CHARLES PUTNAM ◆ DAVID RACICOT ◆ FRANCISCO RAMOS ◆ STEPHANIE RAULERSON ◆ SERITTA REEVES ◆ DANIEL RETHERFORD ◆ J RHODEN ◆ TIMOTHY RICHARDS ◆ BRANDON RICHARDSON ◆ EDWIN RICHBERG ◆ HEATHER RICUCCI ◆ ROBERTO RIGUAL ◆ WILLIAM ROLLE ◆ LINDA ROSADO ◆ SAMANTHA ROWLAND ◆ SCOTT RUBY ◆ JILL SABOTA ◆ DERRICK SANDERS ◆ EVAN SAPIA ◆ DEBORAH SAVRDA ◆ JAMES SCHMITT ◆ SAL SCIMECA ◆ JOSHUA SHOLANDER ◆ CARMELO SIGNORELLI ◆ STERLING SIMMONS ◆ DWAYNE SIMPSON ◆ VALENTIME SIRMONS ◆ JULIE SIZEMORE ◆ SHAWN SMITH ◆ JOEL SPADES ◆ RYAN SPENCE ◆ CHARLES STANG

◆ KENNETH STEPHAN ◆ BRIAN STEPHENS ◆ ANGELA STEPHENS ◆ KURTIS STRAND ◆ WILLIAM STRUBLE ◆ CHARLES SWINDLE ◆ THIERRY SYDNE ◆ PATRICK TABOR ◆ TONYA TARDIF ◆ WILLIAM TAYLOR ◆ DELORES TAYLOR ◆ RACHEL TENNANT ◆ DEBRA THERIAULT ◆ JOSEPH TIETZ ◆ DANIEL TILLMAN ◆ NICOLE TIPTON ◆ ROBERT TIPTON ◆ WENDY TOMLINSON ◆ JOHN TOMPECK ◆ JENNIFER TOOMS ◆ GERMAN TORRES ◆ CUONG TRAN ◆ ANDREA TRASFERINI-SLOWN ◆ ELIZABETH UNDERWOOD ◆ OSVALDO VALDES ◆ DAVID VANAUKEN ◆ ROBERT VAUGHN ◆ CHRISTOPHER VELARDO ◆ ANDREW WARE ◆ KARISSA WARE-CURRY ◆ RODERICK WATKINS ◆ SIDNEY WETHERALL ◆ CODY WHITE ◆ CANDACE WICKHAM ◆ JUDITH WIDMAYER ◆ STACEY WILLIAMS ◆ EDMOND WILLIAMS ◆ CAROL WILSON ◆ MITCHELL WILSON ◆ OLIVER WINT ◆ ERIC WINTERSTEIN ◆ LOIS WOLFE ◆ SHARON WOLKOWICZ ◆ TERRANCE YEARBY ◆ RAY YOUNG ◆

RESOLUTION NO. U.A. 2022-14

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 AND AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, FOR FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA.

Be it resolved by Fort Pierce Utilities Authority:

SECTION I: That Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, hereby adopts as its FY 2023 budget and amends its FY 2022 budget, for the operation of the utility systems of the City of Fort Pierce, Florida, in accordance with the City of Fort Pierce Charter, Article XII, Section 176(12), the estimates for FY 2023 and FY 2022 made by the Director of Utilities of said Fort Pierce Utilities Authority. Said estimates have been presented to Fort Pierce Utilities Authority in August 2022, detailed estimates are now on file with the Director of Utilities of said Fort Pierce Utilities Authority, and a summary of said estimates are made a part hereof.

SECTION II: That it shall be the duty of the Director of Utilities of said Fort Pierce Utilities Authority to set up appropriations of revenue and expenses on the account records of said Fort Pierce Utilities Authority, to keep such accounts in conformity with said summary as required by the aforementioned City of Fort Pierce Charter, Article XII, Section 176(12), and as may be directed from time to time by Fort Pierce Utilities Authority.

SECTION III: That this Resolution shall be in full force and effect upon passage by Fort Pierce Utilities Authority and the City Commission of the City of Fort Pierce, Florida.

SECTION IV: That there follows, and is incorporated herein, the attached summaries herein above referred to in Section I hereof.

Passed and adopted this 2nd day of August, 2022.

ATTEST:

Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____

Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY: _____

Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority
Department of Finance
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

July 27, 2022

MEMBERS OF FORT PIERCE UTILITIES AUTHORITY BOARD
Fort Pierce, Florida

Dear Board Members:

It is with pleasure that we present to you the budgets for the fiscal year ending September 30, 2023, and amending the fiscal year ending September 30, 2022. The Fiscal Year 2022 marks 50 Years of service by Fort Pierce Utilities Authority (FPUA) to the citizens of the City of Fort Pierce. On May 30, 1972 FPUA was confirmed by election and established in accordance with provisions of the City Charter to be responsible for utility services. This budget document is submitted in accordance with the provisions of the City of Fort Pierce Charter and the budget policies detailed in the Overview section. The budget is comprised of the Revenue Budget, Operations & Maintenance (O&M) Budget, Capital Budget, including a five-year Capital Improvement Plan, and Debt Service. As required by Florida Statutes, the document presents a balanced budget; i.e., projected revenues for a set period of time will equal or exceed projected expenses for the same period. Any shortfall will be funded by unrestricted reserves. This budget has been prepared using the accrual basis of accounting. The figures contained herein reflect the revenues and expenses necessary to maintain current levels of service provided to the customers of FPUA. Revenues and expenses are subject to appropriation of FPUA's sole enterprise fund.

The Budget is the financial guide for the operation of FPUA during the upcoming fiscal year. The adoption of this document is one of the most important issues that the Board must vote on annually as it establishes the financial limits used to provide utility services to FPUA's customers. It also serves as the ultimate guide for the Director of Utilities and staff when planning, organizing, and implementing the policies needed to provide safe, reliable service at the most economical rates possible.

The proposed budgets have been developed through the budget preparation process, with a critical look at each department's plans, projects and projections to ensure that they support the FPUA's mission and the strategic goals of the organization. The proposed budgets were presented to the FPUA Board and the public in July, to provide the opportunity to explain the budgeted amounts and the assumptions made in the preparation of the budget.

FY 2022 ACHIEVEMENTS

Fiscal year 2021 brought a resurgence to the economy, with historically low prices for Natural Gas and the impact on the cost for Purchases Power. As we moved into the new fiscal year the tides began to change. We have kept our customers on the forefront of our efforts and as we come to the close of the current year we are stronger as an organization for what we have learned. We now look back at the accomplishments that the utility has brought forth and the groundwork that has been laid for the future plans of FPUA.

FPUA has begun a new chapter with some ground breaking events this past year. FPUA owns and operates a Wastewater Reclamation Facility (WRF), located on Hutchinson Island alongside the Indian River Lagoon. The location of the facility, while logistically sound, is environmentally unpredictable. The WRF is one of ten facilities identified by FDEP in the Central and Southeast districts that must upgrade to an advanced waste treatment process. Addressing this topic was of major concern and evaluating the options was a year-long process that began in June of 2021 and ended in June of 2022 with the issuance of Series 2022A and 2022B refunding revenue bonds. The relocation of the plant will impact the entire community. Management held town hall meetings and public board meetings to inform and educate those concerned on the urgency for this project to be completed. Additional information can be found in the five-year CIP beginning on page 227.

FPUA's efforts continued in our migration from manual meter reading to an Advanced Metering Infrastructure (AMI). Since deployment began in FY 2020 and including the advanced deployment, we have installed 11,497 electric meters, 5,279 water meters and 736 gas meters. At about 32% completed, the AMI will continue to roll out with planned completion of the entire system by FY 2025. Funding for the completion of this project will come from the proceeds of the Series 2022A bond issuance. The meters that are already in service have improved our customers' ability to see their dashboard in real time helping us support the efficient delivery of utility services.

At FPUA, we are focused on the sustainability of our utility and the services that we provide. Our continued commitment to assisting developers and businesses with their utility needs has aided in the expansion and relocation of businesses into the service territory. Fort Pierce provides the convenience of both major highways and waterways. The strategic location and navigability of the Fort Pierce inlet makes it an ideal location for boat and ship manufacturing and repairs.

We are here to serve our customers and to help them through community outreach. During fiscal year 2022 FPUA has commissioned the Utility Advisory Committee (UAC), a group of citizens appointed by the City Commission of the City of Fort Pierce and the FPUA Board members. The committee of concerned citizens will undergo a series of training and educational sessions on the utility and then conduct meetings interacting with the citizens and ratepayers to bring concerns

to a higher level. This is in keeping with our strategic plan to build relationships with the city and foster awareness with our customers.

Hard times have fallen upon, not just Fort Pierce or Florida but, the world. We have seen record setting inflation and risings costs for every commodity, and the utility industry is no exception. The volatile natural gas market has increased costs for purchased power requiring rate adjustments for our customers. FPUA has committed conservation funds from Florida Municipal Power Agency to the Project Care Relief Fund which assists residential customers to help them get financial relief.

Interest rates were at a record low as we entered FY 2022. These favorable lending rates pushed developers to continue construction, both residential and commercial. Additionally, in our favor was the opportunity to refinance some existing debt and move forward with issuance of debt while favorable rates prevailed. The expansion projects on our horizon for all systems, the desire to expand territorial boundaries for Natural Gas, and the relocation of the WRF were the driving force behind the issuance of debt in FY 2022. A detailed review of the intended projects by an engineering firm and a financial consultant were contracted. In addition, legal counsel and a financial advisor were engaged for bond issuance guidance. FPUA's examination by our rating agencies, S & P Global Ratings (S&P) and Fitch Ratings Inc. (Fitch), enabled FPUA to maintain an "A" rating from S&P and accept a downgrade for "A+" to "A" from Fitch. The "A" ratings indicate FPUA's stability and financial soundness. FPUA remains optimistic about the long-term economic rebound of our service area and the growth that will emerge.

Last, FPUA has assembled a grants team to pursue grants for all aspects of our systems services. We have been successful in obtaining grants which will help reduce capital spending for projects as they relate to renewals and replacements and some infrastructure expansion. Sewer lining grants totaling $4.7 million for fiscal years 2022 through 2024 will continue the program to reinforce our existing wastewater pipes. We are currently working on projects under grants from the Florida Department of Economic Opportunity (FDEO) and the Florida Department of Environmental Protection (FDEP) that promote sewer connection and septic to sewer conversion.

FY 2023 AND BEYOND

FPUA's Strategic Management Plan promotes communication and cooperation as well as encouraging departmental involvement in achieving company goals that support FPUA's long-term plan. The strategic plan focuses our efforts on the challenges that we face as an organization and helps management in their decision making. The most recent Joint Strategic Planning Workshop was held in June 2019 at Indian River State College. The workshop was attended by City Commissioners, City Manager, FPUA Board members, Director of Utilities, Directors, and Department Heads. Aligning our strategies with the City's top priorities and Annual Action Plan improves the rate of success for both entities. The Strategic Plan focuses on six key result areas.

Building the Utility/Building the City – Building out our utility systems further and expanding our service territory contributes to providing **economical** service, as increasing our customer base and adding new technology has a long-term effect of lowering costs across all systems.

FPUA's top goal over the next three to five years will be the relocation of the Water Reclamation Facility (WRF) from Hutchinson Island to a mainland location in the western industrial area of town. This project is slated for $100 million dollars of the funding arising from the 2022 debt issuance with completion expected late in 2025. The project will benefit the city and FPUA through operating a new state of the art facility while enhancing the economic build for the City.

The implementation of an Advanced Metering Infrastructure (AMI) system for the Electric, Water, and Gas systems continues despite supply chain issues. The majority of the cost is expected to be financed beginning in FY 2022 with completion of this project is anticipated for 2025. Improving the reliability of our operations is the top benefit of this project. The online dashboard available to customers, will improve the customers' ability to view their consumption on an hourly basis empowering the customer to increase efficiencies and reduce consumption.

Better than half (53%) of the five-year Capital Improvement Plan (CIP) is comprised of expansion and reliability projects which will be financed through new debt issuance. We are taking proactive steps to maintain the integrity of our systems' infrastructure and provide growth in our customer base. Connections to our water and sewer services includes the requirement for annexation into the City limits. FPUA has approved grants from FDEP for the low income septic to sewer conversion making the connection to sewer affordable for the customer. These projects build our utility and the city but have been complicated by the economic conditions with supply chain problems and escalating prices. We are hopeful that these issues will subside and that the current plan will be sufficient to satisfy the needs of our customers.

The expansion of the Natural Gas service territory will support the manufacturing businesses that are coming to the local area. Current commitments from a local juice processing plant with a desire to expand the size of their operations is driving the current and future capital construction. Future financing is planned for the expansion of the North Service Territory for Gas and a third Gate Station that will open up opportunities for future growth in the Gas customer base.

Internet service has become an essential service for everyone. FPUAnet communications is expanding its infrastructure to develop a Smart City services. The infrastructure increases internet speeds through fiber optics and increased capacity, which supports a larger customer base. The installation of informational interactive kiosks will be installed in designated locations downtown which will promote the city activities and attractions. Providing this service to the downtown area will benefit the visitors to the area adding to the attractiveness of tourism in the City of Fort Pierce.

Reliability – Improving reliability through replacing and expanding our infrastructure and other measures helps to lower costs as well as providing the **reliability** promised in our mission.

The reliability of FPUA and our ability to provide services that our customers can count on, improve our public image. Customer service and our electric utility are the most visible displays of reliability to our customer base. Electric system reliability and storm hardening projects include utility pole replacements, budgeted for 20% being changed out per year, for the fiscal years 2023 through 2025, for poles previously identified. Yearly testing of utility poles will add to the existing plan for replacement as the project progresses. The project is being supplemented with contractors to expedite the completion within the planned window. Substation transformer replacement for aging infrastructure will take three more years to complete with one per year through FY 2025. This storm hardening multi-year project will provide system dependability and bring FPUA in compliance with the current regulatory requirements. Our customer service team continually works on improving the customer experience listening, offering solutions, and taking feedback to improve the experience on their next call. Customer online portals, dashboards (AMI) and informational website provide technological avenues.

Many other projects geared toward improving reliability also serve to prevent more expensive emergencies from happening. The recent award of $2.5 million grant will support the wastewater pipe lining project permitting the lining project to accomplish about 25% of the system-wide work. The lining of these mains will reduce inflow, infiltration, and exfiltration, and therefore reduce washouts, street repairs, and costs associated with treating stormwater. Recent experiences with storms have revealed vulnerabilities at the Water and Wastewater Operations Plants, which are addressed in the 2022 Capital budget.

Employee Development and Satisfaction - Adequately developing and training employees and having a high rate of employee satisfaction through advancement within the organization contributes to a more effective workforce overall, and impacts our **friendly service**. Happy employees are typically more productive and conscientious, which has a direct influence on our **economical** and **reliable** service.

Providing opportunities for advancement within the organization and honesty with employees as to expectations and possibilities is one reason that we have been voted one of the “Best Places to Work” in St. Lucie County again in 2020. Being able to retain satisfied employees strengthens the organization with an experienced knowledge and skill base for technical positions. Training and developing employees through apprenticeship and internship programs have helped develop the specialized skills needed for electric linemen, electric operations, and engineering positions. FPUA has enhanced efforts to attract and retain the best-qualified employees for each job. We work hard to develop and retain our employees, enhancing benefits with new and different options, succession planning which benefits both the utility and the employee, and our educational reimbursement plan enabling advancement.

Competitive Rates – Maintaining competitive rates through adequate planning and rate comparisons with other utility providers relates to the **economical** component of our mission as well.

It is important to understand that all expansion projects described throughout this message are the mainstay behind keeping our rates competitive. The expansion projects that build our customer base are part of our long-range plan that will bring increased revenues, funding operations and reducing the need for potential rate increases. Strategically building our utility will ultimately become a benefit the city and the citizens that we serve.
In conjunction with the 2022 bond issuance, a financial feasibility study was performed. The study revealed the need for rate adjustments now and in the future to in order to sustain our operations and provide for repayment of debt. As such, the adjustments implemented and planned will facilitate the reliability and integrity of our financial statements, maintaining compliance with covenants.

The power generated in the state of Florida is sourced, 75% from natural gas. The market price for natural gas and its impact on our costs is monitored on a monthly basis, and adjustments to customer bills are rendered through revisions to the Power Cost Adjustment (PCA) or Purchased Gas Adjustment (PGA). In consideration of the current climate FPUA has taken steps to soften the impact of the market through contributions to Project Care.

FPUA Image – FPUA has renewed our commitment toward being proactive and strategic with our community and communications programming. We recognize that keeping our customers informed and engaged not only **enhances their quality of life** but also improves our ability to serve them in the best possible and most holistic way. We are building a vision of #CommunityProud that inspires trust and confidence in our staff and utility. Toward that end, we endeavor to highlight the positive contributions that our staff and utility make to the City of Fort Pierce on a regular basis. We also strive to continue to keep our customers as informed and up-to-date as possible regarding changes or issues that may be occurring regarding their service.

We recognize that our image in the community is extremely important to the successes of the utility. Servicing our customers in accordance with our mission statement with **economical, reliable,** and **friendly** service is our purpose. FPUA uses social media and push emails to convey messages to our customers updating them on changes as they occur. This past year FY 2022 we have organized a Utilities Advisory Board (UAC). The committee, comprised of customers who have been appointed to the position, will evaluate citizen concerns and work with FPUA staff to ensure that all customers have a forum for their questions/concerns to be answered.

Customer Service – Providing outstanding customer service to both utility end-users and internal customers directly corresponds to the **friendly service** aspect of our mission. We strive to provide the highest level of service to our customers and do so in a timely and efficient manner.

Understanding the customers' needs and building satisfaction with our service on a consistent basis builds trust. Customers' are appreciative when they receive empathetic and friendly assistance from our employees. We continue, through the use of social media, our online billing portal, radio advertisements, and televised Board meetings, to promote avenues and opportunities for customers to get financial assistance. FPUA offers residential customers the opportunity to apply for assistance for an evaluation of their home, including repairs that will enhance energy efficiency and lower their bills. This program is known as the Weatherization & Educational Outreach Program (WEOP) and is administered by FPUA in cooperation with the City of Fort Pierce.

Throughout the FY 2023 and Amended FY 2022 budget document, readers will find references to the goals and objectives that FPUA has established in support of our Mission and Strategic Plan. This demonstrates each department's continued involvement and commitment to achieving the service delivery goals that advance our mission. Supporting goals and accomplishments are quantified by department in the Operations and Maintenance section of this budget. Dozens of assistance development projects are slated for the next five years and can be seen in detail in the Capital CIP.

The budgeting process is complex, challenging, and takes a team. We would like to recognize the efforts and expertise of the Finance Staff, Director of Utilities, Directors, Department Heads, and support staff for the many hours dedicated to completing this budget.

FPUA continues to focus on growth and reliability under the direction of the management team. The team also relies on the vision and leadership of the Board. We appreciate the dedication of the Board Members to the mission that we work toward every day.

Respectfully submitted,

Javier Cisneros

Javier Cisneros, P.E.
Director of Utilities

Barbara A. Mika

Barbara A. Mika, CGFO
Director of Financial Administration

FPUA
COMMUNITY PROUD

What Is A Budget?

The FY 2023 annual budget is presented as a policy document, an operational tool, a financial planning tool, and a link to the strategic plan. In addition, it is also considered a link to the community. This document will be submitted to the Government Finance Officers Association (GFOA) for review and consideration for the Distinguished Budget Award, which Fort Pierce Utilities Authority (FPUA) has received annually since fiscal year 1996. The budget provides significant policy direction from the Board to staff.

The Budget Serves As:

A Policy Document

Decisions made within the budget reflect the general principles or plans that guide the actions taken for the future. As a policy document, the budget links FPUA goals and policy direction to the actual day-to-day activities of the organization. The budget process affords an interesting and challenging opportunity to reassess plans, goals, and the means for accomplishing them.

An Operational Tool

The budget directs the operation of the Utilities Authority. Activities of each function or department have been formalized and described in the Operations and Maintenance section of the document. This section gives an understanding of the various systems of FPUA, how they relate to each other, and to the strategic goals of FPUA and the Board.

A Financial Planning Tool

Traditionally, the budget is a financial planning tool, but it is also a requirement. A balanced budget must be adopted and in place prior to October 1. The budget provides the authority to spend within the means of the approved budget. Revenues are estimated, along with available cash reserves to indicate funds available for spending.

A Link To The Strategic Plan

The budget follows FPUA's mission statement, and the Strategic Plan is an integral part of achieving that mission. The Strategic Plan lays out the direction for FPUA, and the budget is a link to getting there. The key result areas that were developed as a part of the Strategic Plan are linked to specific departments and are incorporated and reflected in their goals and budgets.

A Link With The Community

The budget provides a unique opportunity to encourage the public to review and understand FPUA operations. The document describes company activities, the underlying reasons or causes for those activities, their future implications, and the ways in which they directly impact and relate to our customers.

BUDGET OVERVIEW

RATES

This budget reflects rate increases rate increases for all systems. The FPUA Board and the City commission approved rate increases to support the renewals and replacement of infrastructure, and to support the relocation of the Water Reclamation Facility from Hutchinson Island to the mainland. FPUA continually monitors cash balances and compare revenues to spending levels on an ongoing basis to evaluate the need for rate adjustments, and/or the implementation of cost cutting measures. Below is an illustration of residential rates for the average customer per month, over the last three years.

Utility Service	Average Consumption	September 2020	September 2021	September 2022
Electric	1,000 kWh	$103.84	$104.84	$147.70
Water	6,000 gallons	37.14	37.82	42.08
Wastewater	6,000 gallons	49.66	50.54	56.25
Natural Gas	13 ccf	30.72	33.31	38.99

UNIT SALES

Unit sales levels and customer billings for FY 2022 and FY 2023 for the Electric, Water, Wastewater and Natural Gas systems have been estimated by FPUA staff, and are based upon historical data and the detailed plans for expansion of services and territorial boundaries, and infill within the existing borders. The projections assume normal weather patterns.

These budgets reflect flat anticipated unit sales and customer billings (generally increasing or decreasing very little) for the Electric, Water and Wastewater systems. Natural Gas general service and contract sales are anticipated to improve in FY 2023 due to local roadway projects and current infrastructure projects coming online with increases in load from new and existing customers.

Projected unit sales and customer billings are as follows:

	Original Budget FY 2022	Amended Budget FY 2022	Percent Change	Original Budget FY 2023	Percent Change
Electric (MWh)	556,400	571,120	2.6%	573,406	0.4%
Water (MG)	2,909,327	2,902,694	(0.2%)	2,947,331	1.5%
Wastewater (MG)	1,717,466	1,669,715	(2.8%)	1,691,251	1.3%
Natural Gas (ccf)	4,883,000	4,537,440	(7.1%)	4,682,960	3.2%

The details of unit sales statistics are located on page 48.

The budget reflects the expected number of customer services billed to increase in FY 2023:

	FY 2022	FY 2023	#	%
Electric	28,985	29,101	116	0.4%
Water	21,792	22,134	342	1.6%
Wastewater	16,010	16,223	213	1.3%
Natural Gas	4,110	4,280	170	4.1%

REVENUES

The schedule below summarizes total budgeted revenues by utility system:

	Original Budget FY 2022	Amended Budget FY 2022	Percent Change	Original Budget FY 2023	Percent Change
Electric	$ 66,573,100	$ 84,123,972	26.4%	$ 88,503,282	5.2%
Water	21,773,600	22,434,500	3.0%	25,492,600	13.6%
Wastewater	19,213,900	18,423,379	(4.1%)	20,519,479	11.4%
Natural Gas	5,349,400	7,631,100	42.7%	8,306,400	8.8%
MOEC	521,180	522,875	0.3%	613,006	17.2%
FPUAnet	1,378,800	1,465,200	6.3%	1,431,700	(2.3%)
TCEC	1,967,293	1,938,525	(1.5%)	1,978,699	2.1%
TOTAL REVENUES	$116,777,273	$136,539,551	16.9%	$146,845,166	7.5%

Staff has estimated sales revenues for FY 2022 and FY 2023 for all of FPUA's utility systems. This forecast reflects some growth in services. Increases were developed as a result of a Financial Feasibility Study performed and incorporates infrastructure and growth needs of all systems.

The increase in power cost revenue and expense reflected in the Original FY 2023 budget is being driven by the rising cost of natural gas. The increase in the power cost adjustment (PCA), and the purchased gas adjustment (PGA), offset with an increase in the expense associated within the cost of power and gas purchased for resale. The PCA and PGA are a pass through of FPUA's cost of power and gas purchased for resale. In the event costs rise or fall at a pace different than expected, there will be a corresponding increase or decrease in PCA and PGA revenues to balance those increased or decreased costs. The PCA and PGA calculations are reviewed monthly to ensure that current electric and natural gas costs are recovered from our customers.

FPUAnet revenue is derived primarily from providing dedicated internet access, the sale of fiber optic transmission and bandwidth connections, as well as dark fiber transmission. Deploying these services to residential and commercial accounts began in FY 2022. In the next few years these services are expected to expand. Current plans to deploy fiber services city-wide is the first step in our SMART City initiative.

The Manatee Observation & Education Center (MOEC) anticipates a continued improvement in attendance. Expanding the programs and activities offered at the MOEC is expected to draw attendance from the tourism that is growing in the Fort Pierce area. We have applied for and are currently receiving grants that help promote educational understanding about our local ecosystems on the Treasure Coast. FPUA anticipates the continued contributions of funding to the MOEC in order to balance its budget.

Costs and the anticipated reimbursements associated with staffing the Treasure Coast Energy Center are accounted for in its own system. We have included estimated revenues and costs of $1,938,525 for FY 2022 and $1,978,699 for FY 2023.

Investment income, has declined in FY 2022. Lower interest rates have affected all short-term investments in certificates of deposit and bank sweep accounts. Interest rates have begun to climb toward the end of FY 2022 and are not anticipated to have a significant impact in interest income.

The schedule below summarizes total revenues by source:

	Original Budget FY 2022	Amended Budget FY 2022	% of Total	Original Budget FY 2023	% of Total
General Service Sales	$ 59,154,200	$ 70,656,375	51.7%	$ 77,678,075	52.8%
Residential Sales	44,757,300	53,729,397	39.4%	57,788,807	39.4%
Other Operating Revenues	2,826,980	2,648,761	1.9%	3,369,731	2.3%
Non-Operating Revenue	5,481,393	4,256,939	3.1%	4,403,174	3.0%
Capital Contributions:					
Capital Impr. Charges	1,783,400	1,903,300	1.4%	1,289,500	0.9%
Contr. Capital - Cash	1,138,900	2,038,479	1.5%	1,031,879	0.7%
Contr. Capital - Non-Cash	1,635,100	1,306,300	1.0%	1,284,000	0.9%
TOTAL REVENUES	$ 116,777,273	$ 136,539,551	100.0%	$ 146,845,166	100.0%

Non-Operating Revenues anticipated in FY 2023 will come in the form of State Grants to fund the Sewer Main Lining program. This lining program preserves and extends the life of existing infrastructure eliminating the infiltration and exfiltration from/to the environment. It is anticipated that capital contributions resulting from developer construction, both commercial and residential will decline as interest rates climb.

Summary tables and graphs of revenues, as well as a more detailed discussion and presentation thereof, can be found on pages 60 through 71.

PERSONNEL

The number of full-time positions proposed as of September 30, 2023 is three (3) more than the number of full-time positions approved as of September 30, 2021 in the Original FY 2022 Budget. The following is a summary of the changes since the Original FY 2022 Budget was published:

Full-time positions September 30, 2021	**292**
Positions Added in FY 2022:	
Utility Accountant, Finance	1
Customer Service Representative I, Customer Service	1
Certified Top Climber, Electric T&D	1
Top Climber, Electric T&D	1
Account Specialist, FPUAnet	1
Fiber Network Specialist, FPUAnet	1
Install/Repair Technician, FPUAnet	1
Positions Eliminated in FY 2022:	
Director of Regulatory Affairs, Regulatory Affairs	(1)
Instrument & Control Specialist, TCEC transferred to FMPA	(1)
Lead Operator Mechanic, TCEC transferred to FMPA	(1)
Operator Mechanic, TCEC transferred to FMPA	(2)
Full-time positions proposed, September 30, 2022	**294**
Positions Proposed in Original FY 2023 Budget:	
Network Support Specialist, FPUAnet	1
Full-time positions proposed, September 30, 2023	**295**

When an employee leaves FPUA, management evaluates the viability of reorganizing workflows. As a result, positions are being added when the need arises (or is anticipated), and eliminated when possible. It is expected that the increase in the number of full-time positions will yield improved productivity and the ability to complete projects on schedule, as well as sustain the anticipated growth.

There are currently 28 employees participating in the deferred retirement option program (DROP), resulting in savings of $287,826 in FY 2022 and $315,990 in FY 2022 for employer retirement contributions, which are not being made for these employees.

PERSONNEL - NUMBER OF FULL-TIME POSITIONS

DEPARTMENT	FINAL 9/30/2020		FINAL 9/30/2021		AMENDED BUDGET 9/30/2022		ORIGINAL BUDGET 9/30/2023	
01 Manatee Observation & Education Center	4	P	4	P	4	P	4	P
02 Treasure Coast Energy Center	15	D	15	D	11	D	11	D
10 Board	5		5		5		5	
11 Director of Utilities	2		2		2		2	
12 Attorney	1		1		1		1	
14 Regulatory Affairs	3		4		4		4	
15 Human Resources	3	D	3	D	3	D	3	D
18 Safety	1	P	1	P	1	P	1	P
21 Finance	11		11		11	D	11	D
22 Materials Management	6	D	7	D	7	D	7	D
31 Director of Utility Support Services	2		2		2		2	
32 Information Technology Services	17		17		17	P	17	P
35 Facilities	5		6		6		6	
41 Community Relations	1		1		1	D	1	
43 Customer Service	26	D	28	D	29	D	29	D
46 Geospatial Technologies	-		-		4		4	
51 Director of Electric & Gas Systems	1		1		1		1	
54 Electric Transmission & Distribution	25		25		27	D	27	D
55 Electric Operations	24	D	24	D	24	D	24	D
56 Electric & Gas Engineering	13	P	13	P	10	P	10	P
61 Director of Water/Wastewater Systems	1		1		1		1	
62 Water Resources	25	D	25	D	25	D	25	D
64 Water Distribution	27	D	28	D	28	D	28	D
66 Water/Wastewater Engineering	13	P	13	P	12	P,D	12	P
74 Gas Operations	15		15		15	D	15	D
82 Water Reclamation	16	D	16	D	16	D	16	D
84 Wastewater Collection	20		20		20		20	
93 FPUAnet Communications	4		4		7		8	
TOTAL	286		292		294		295	

D Includes Deferred Retirement Option Program (DROP) participants
P Excludes part-time positions

OPERATIONS & MAINTENANCE EXPENSES

The schedule below summarizes budgeted total expenses by major classifications:

	Original Budget FY 2022	Amended Budget FY 2022	Percent Change	Original Budget FY 2023	Percent Change
Purchases for Resale	$ 46,163,000	$ 67,609,000	46.5%	$ 67,727,000	0.2%
Personnel Services	18,917,046	18,078,649	(4.4%)	19,577,040	8.3%
Employee Benefits	8,900,004	8,648,186	(2.8%)	9,253,710	7.0%
Contractual Services	9,754,656	11,715,880	20.1%	10,888,323	(7.1%)
Commodities	3,558,070	3,589,189	0.9%	3,964,169	10.4%
Depreciation	14,320,000	14,520,000	1.4%	14,760,000	1.7%
Interest Expense	2,306,912	3,745,680	62.4%	7,084,673	89.1%
City Distribution	6,471,018	6,524,408	0.8%	6,519,114	(0.1%)
Other Fixed & Sundry	4,612,752	3,779,278	(18.1%)	4,949,352	31.0%
TOTAL	115,003,458	138,210,270	20.2%	144,723,381	4.7%
Less Transfers*	2,612,000	1,761,024	(32.6%)	2,761,024	56.8%
TOTAL APPROPRIATION	$112,391,458	$136,449,246	21.4%	$141,962,357	4.0%

*Transfers include capitalized labor and overhead, as well as unallocated contingency.

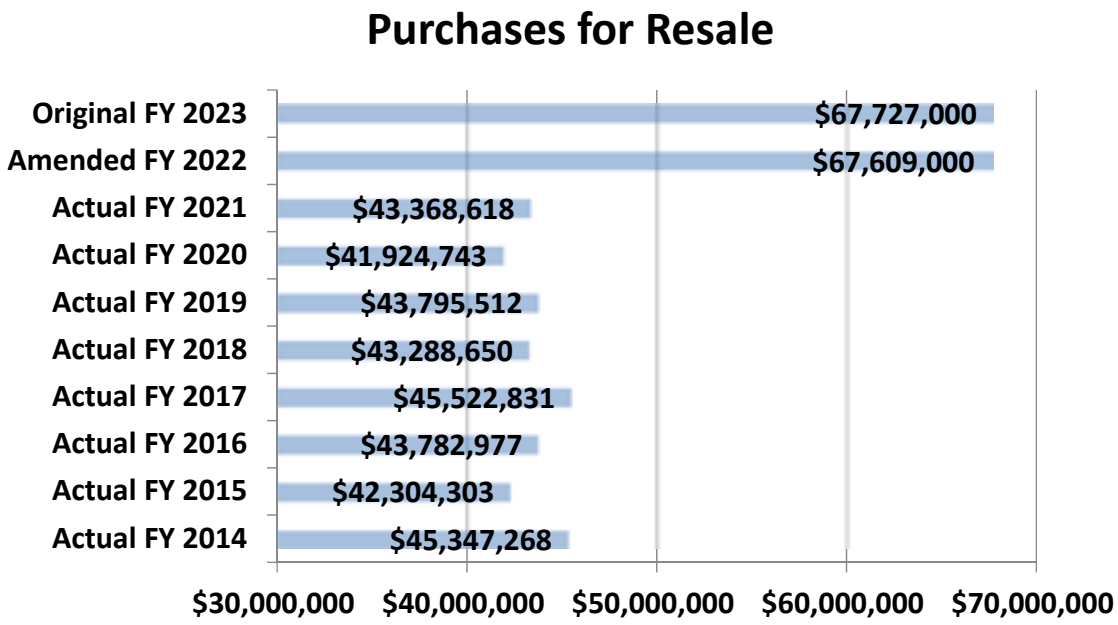
As always, the O&M Budget supports the high quality of services and products to which FPUA's customers have become accustomed. In addition, it meets regulatory standards (including unfunded mandates) and reflects appropriate adjustments due to the changing economy.

Summary tables and graphs of O&M expenses are located on pages 73 through 75. The details for each department can be found on pages 80 through 225.

In the Amended FY 2022 O&M Budget, expenses before transfers total $138,210,270, have increased from the Original FY 2022 Budget. The Original FY 2023 O&M Budget expenses total $144,423,381 which is an increase of 4.7% from the Amended FY 2022 Budget, and an increase of 25.8% when compared to the Original FY 2022 Budget. These increases are attributable mainly to an increase in Purchases for Resale, interest expense related to the addition to our debt service, and Professional Consulting fees.

Explanations for some of the major increases/decreases between the Original FY 2022 Budget and the Amended FY 2022 Budget and the Original FY 2023 Budget are discussed in greater detail below:

- **3360 – Purchases for Resale:** Purchases for Resale is 46.7% of the FY 2023 operating budget. The chart below illustrates the changes in the cost of purchased power and natural gas over the past ten years. FPUA's power supplier, Florida Municipal Power Agency (FMPA), passes through its costs to the member cities of the All-Requirements Project (ARP). The cost of purchased power and natural gas is recovered through the power cost adjustment (PCA) and the purchased gas adjustment (PGA). Estimated FY 2023 purchases for resale have increased when compared to the Amended FY 2022 Budget due to increases in the estimated price of power purchased from FMPA and the climbing cost of Natural Gas.

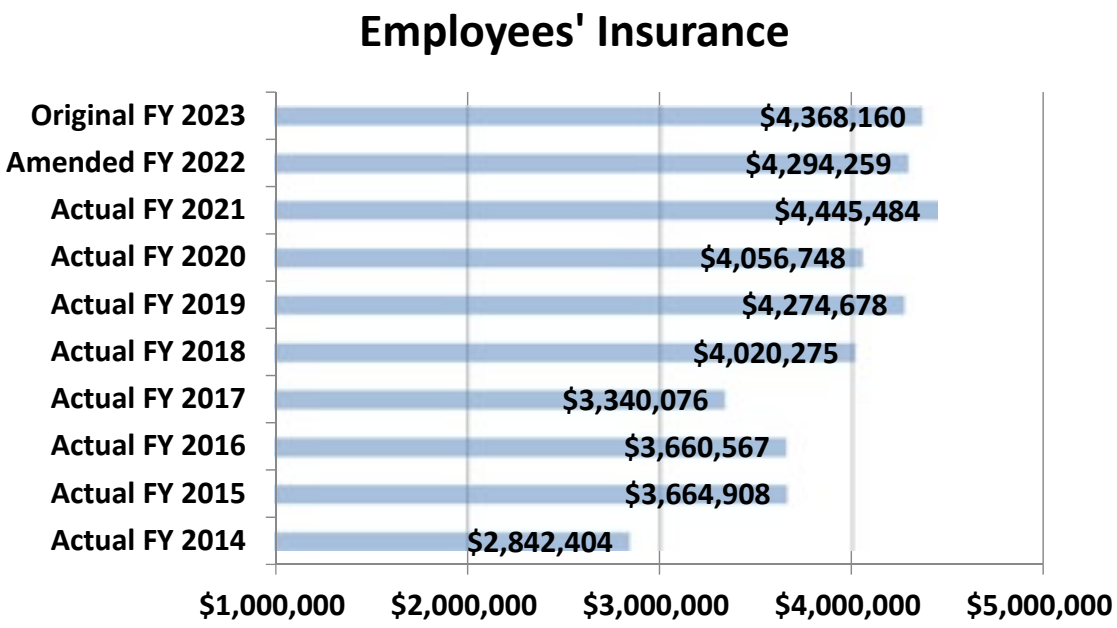


- **1010 – Salaries and Wages:** The personnel head count has increased for FY 2023 due to projected growth. The Amended FY 2021 budget has decreased 5.2% from the Original FY 2022 budget due to the vacant positions remaining unfilled throughout the year. The FY 2023 budget for salaries and wages has increased 3.2% as compared to the Original FY 2022 budget. Wage increases, in the amount of 4% or $704,830, have been included in the FY 2023 Original Budget, but will only be paid if approved separately by the FPUA Board.

- **1020 – Overtime:** Staffing shortages in various departments resulted in an increase in overtime in order to meet project deadlines and maintain operations. After-hours work typically arises from the need for emergency repairs caused by severe weather or aging infrastructure.

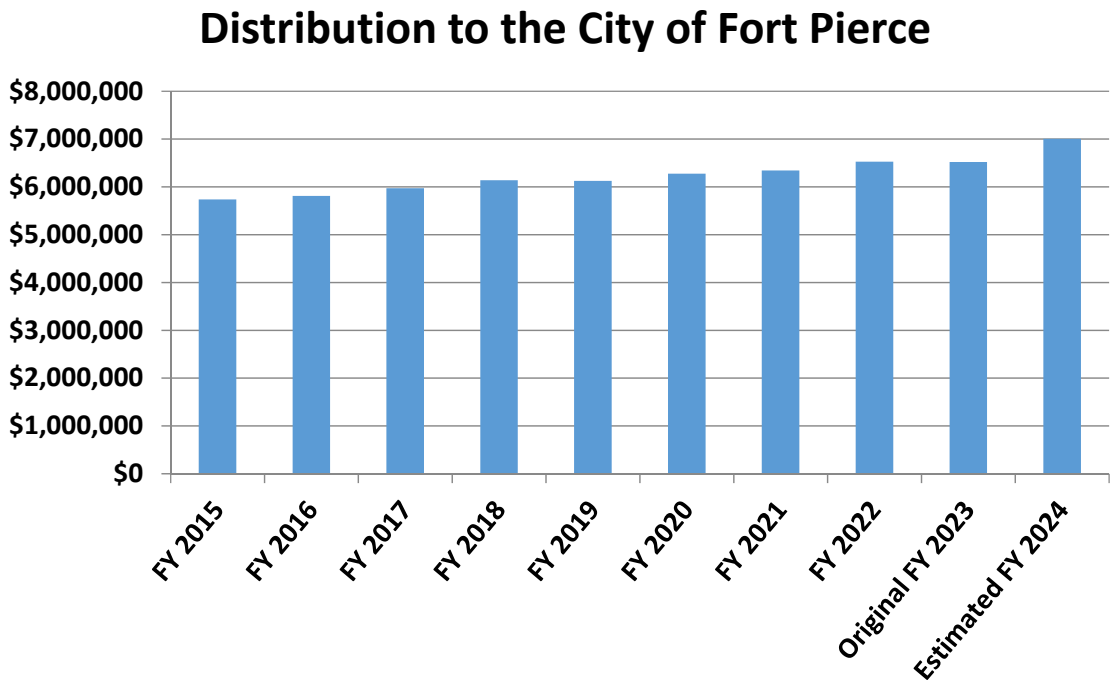
- **4050 – Retirement:** The actuarially required employer contribution to the City of Fort Pierce Retirement and Benefit System will increase from 16.92% in FY 2022 to 17.16% in FY 2023.

- **4070 – Employees' Insurance:** Current projections of the self-funded medical and dental plans indicate costs will remain flat as our experience is below annual trend.



- **4110 – Net OPEB Expense:** The healthcare benefit FPUA makes available to its retirees is referred to as an Other Post-Employment Benefit (OPEB). Although retirees pay 100% of the estimated cost of the benefit, the cost of healthcare for a retiree is assumed to be more than for an average active employee. This assumption results in an "implied subsidy" which is a cost to FPUA. This cost reflects the liability for benefits expected to be paid on behalf of current active employees when they retire in the future. An actuarial study is performed bi-annually. This is a non-cash expense, and the liability is not being funded.

- **9000 – Distribution to the City of Fort Pierce:** As provided for by the Charter of the City of Fort Pierce, Florida, a percentage of the FPUA's utility systems revenue is distributed to the City's General Fund on an annual basis. The distribution calculation is based on the preceding fiscal year's audited financial statements. The distribution for FY 2022, payable in April 2023, is estimated to be $6,519,114, down $5,294 or .01% from the FY 2021 distribution paid in April 2022. The distribution for FY 2023, payable in April 2024, is estimated to be $7,005,726, up by $486,612 or 7.5% from the distribution for FY 2022.



- **4700 – Utility Bad Debt Expense:** Strong customer deposit procedures and the application of Special Payment Arrangements help mitigate some of the risk for bad debt. The Utility Bad Debt Expense is expected to stay flat in FY 2023.

- **5721 – Interest – Bonds:** The recent debt refunding and issuance of Revenue Bonds impacts debt service requirements, increasing interest rates.

- **9030 –** Depreciation: Depreciation, which is an allocation of the cost of capital assets over their estimated useful lives, is expected to increase with the capitalization of current projects.

LONG RANGE FINANCIAL PLAN

The long-term plan for FPUA must coincide with the strategies of the organization and is vital for the secure future of the utility. It ensures that our cash availability remains secure and provides for the growth and revitalization of the utility. Our budget prepares us with a solid short-term plan for the next year. The growth of our service territory will move the utility forward with the development of the region. The projected increase in our customer base will generate income that will sustain and support the specific systems' operations and maintenance.

Electric territorial agreements with Florida Power and Light limits the outward growth but allows FPUA to focus on the strength and reliability of our electric services. Water and Wastewater service area will have the potential for growth through infill and the connection of well and septic to FPUA water and sewer where available. Natural Gas services plan for the long-term is to venture out, with a major installation of a third Gate Station into our infrastructure. The gate station will position FPUA to be the sole provider of Natural Gas services to an area with zoning planned for a community of residential and commercial development. FPUAnet is the fiber optic services for FPUA with a business plan to provide broadband services to retail and residential customers in addition to deploying fiber optic lines promoting a Smart City.

The following assumptions and projections were used in the forecast for the next five years. Operating revenues include the approved and projected rate adjustments. Expense projections are adjusted for inflation and other escalation factors. Purchases for resale projected costs are based upon the forecast provided by Florida Municipal Power Association (FMPA) and are managed in real time through adjustments to the fuel cost charge or PCA. Capital spending has been limited in the forecast to the funds available as indicated in a system-by-system analysis and is based upon the sustainability of each system.

Projected Fiscal Year Customer and Sales Growth Assumptions						
System	**Category**	**2023**	**2024**	**2025**	**2026**	**2027**
Electric	Customer	0.4%	0.4%	0.4%	0.4%	0.4%
	Sales	0.4%	0.4%	0.4%	0.4%	0.4%
Water	Customer	1.6%	1.7%	1.9%	1.9%	1.9%
	Sales	1.5%	1.6%	1.7%	1.7%	1.7%
Wastewater	Customer	1.3%	1.4%	1.6%	1.6%	1.6%
	Sales	1.3%	1.4%	1.6%	1.6%	1.6%
Natural Gas	Customer	4.1%	7.5%	10.2%	9.3%	8.5%
	Sales	3.2%	1.1%	1.5%	1.5%	1.5%
FPUAnet	Customer	233.3%	300.0%	62.1%	5.0%	5.0%
	Sales	55.0%	58.0%	27.0%	3.0%	3.0%

	Forecast				
Revenue	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Operating Revenues (1)	$ 138,836,613	$ 136,872,148	$ 140,126,954	$ 143,133,202	$ 146,068,691
Non-Operating Revenues (2)	4,403,174	3,717,467	4,460,866	5,206,593	5,279,731
Capital Contributions (3)	3,605,379	159,682	171,932	186,132	201,368
Total Revenues	**146,845,166**	**140,749,297**	**144,759,752**	**148,525,927**	**151,549,790**
Expenses (5)					
Purchases for Resale (4)	67,727,000	63,699,785	63,985,710	64,271,744	64,559,986
Personnel Services	19,577,040	20,069,096	20,671,167	21,291,303	21,930,045
Employee Benefits	9,253,710	9,409,889	9,788,764	10,183,839	10,595,837
Contractual Services	10,888,323	10,361,200	10,684,477	11,017,939	11,362,257
Commodities	3,964,169	3,800,250	3,931,746	4,067,827	4,208,944
Depreciation (6)	14,760,000	15,202,800	15,658,884	16,128,651	16,612,510
Interest Expense (7)	7,084,673	6,888,834	8,101,652	7,841,702	7,573,000
City Distribution (8)	6,519,114	6,649,496	6,782,486	6,918,136	7,056,499
Other Fixed & Sundry	4,949,352	5,057,824	5,160,116	5,266,166	5,376,173
Transfers	(2,761,024)				
Total Expenses	**141,962,357**	**141,139,174**	**144,765,002**	**146,987,306**	**149,275,251**
Net Operating Income	**$ 4,882,809**	**$ (389,877)**	**$ (5,250)**	**$ 1,538,621**	**$ 2,274,539**
Capital					
Capex (9)	**$ 59,844,308**	**$ 58,386,467**	**$ 62,310,316**	**$ 13,492,304**	**$ 16,068,267**

Assumptions:	Adopted Rates	Projection FPSC Index			
(1) Revenues Rates	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric System	4.5%	2.4%	2.2%	2.2%	2.1%
Water System	10.0%	2.4%	2.2%	2.2%	2.1%
Wastewater System	10.0%	2.4%	2.2%	2.2%	2.1%
Natural Gas System	4.5%	2.4%	2.2%	2.2%	2.1%
FPUAnet Communications	None	None	None	None	None

Assumptions, other than Operating Revenues, are as follows:

(2) Non-Operating revenues include miscellaneous income and grant funds available for any lawful operating purpose not otherwise restricted.
(3) Capital Contributions include interest and investment earnings on all reserves funds except earnings derived from any Capital Connection Fee Fund.
(4) Cost of purchased power as provided by FMPA on May 25, 2022. Actual results will be managed through the adopted power cost adjustment (PCA) clause.
(5) Amounts operating expenses are based on the assigned escalation: General Inflation 1.025, Employee Health Comp 1.05, property and liability insurance 1.05, Labor (based on timing of Merit Increases) 1.03, and repair and maintenance 1.03.
(6) Depreciation is based on a 3% increases per year mainly for the completion of the AMI, MWRF & Conveyance, and system expansions.
(7) Interest expense amounts provided by FPUA's Financial Advisory on May 25, 2022.
(8) City Distribution is based on Operating Revenues growth of 2% per year
(9) CAPEX has been allotted capital spending limits based on rate sufficiency analyses.

DEBT SERVICE

FPUA faced the multi-faceted decision on how to accomplish the single biggest project that this utility has ever undertaken. Building a new state-of-the-art wastewater treatment plant, building a system for conveyance and changing the direction of flows to the plant. The $120 million project would need to be completed in Phases and fit into the three-year window for completion and spenddown for a bond issuance. This additional debt totaling $146,050,000 supports the acquisition, construction and equipping of certain capital improvements to the systems. They were issued in two series due to the time limitations for borrowing on certain types of assets. A summary of each system's cost of borrowed money is in the Debt Service section of this Budget. The debt service narrative and schedules are located on pages 54 through 58. These schedules reflect the anticipated principal and interest payments due in future periods.

DEBT SERVICE COVERAGE RATIO

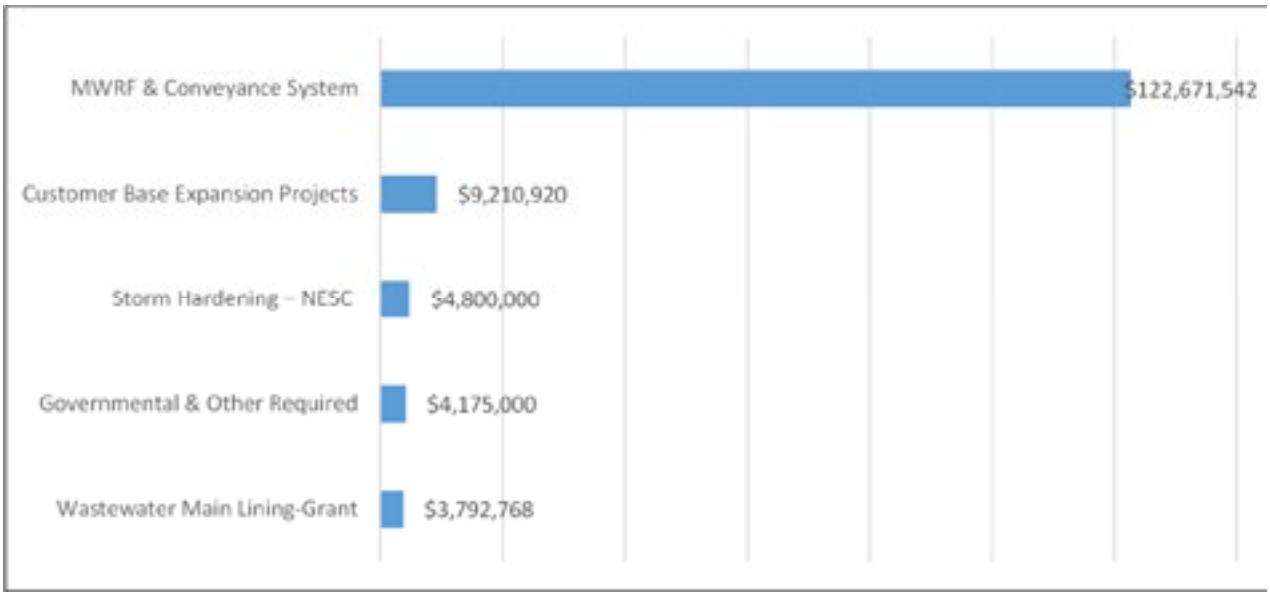
The Debt Service Coverage Ratio is detailed, along with other financial ratios, on page 51 and is estimated at 2.22 times for FY 2022, and 2.31 times for FY 2023. Based on these projections, FPUA is expected to maintain its debt service coverage above the minimum requirement of 1.25 times.

CAPITAL IMPROVEMENT PLAN (CIP)

The FY 2023 Capital Budget totals $63,474,361, including contingency funding of $500,000. The CIP totals $219,444,851 for FY 2023 through FY 2027. The Wastewater system's relocation of the Island Water Reclamation Facility is a major project of the five-year plan which accounts for 56% or $122,671,542 of the total CIP. Debt (Series 2022A & Series 2022B) will fund 52% of the CIP for FY 2023–2027. The debt funds will be used mainly to move the Wastewater Plant from Hutchinson Island, to complete the implementation of Advanced Metering Infrastructure as well as for the expansion and reliability projects for all systems. Revenue from utility rates is projected to account for 26% of the five-year CIP for improvements to aging infrastructure in order to maintain the quality and reliability of its services. Projects, which will improve FPUA's reliability, efficiency or safety account for 24% of the five-year CIP. FPUA's coordination of efforts with the City of Fort Pierce, St. Lucie County and Florida Department of Transportation roadway plans will benefit all entities with the efficient completion of these projects. Government and regulatory-required projects account for 71% of the five-year CIP mainly due the City of Fort Pierce requested to move the wastewater plant.

The first year of FPUA's CIP is the Capital Budget for FY 2023. Future capital projects are placed in out years and moved up until they are included in the current year's capital budget. Each system has been allotted capital spending limits based on rate sufficiency analyses. If project priorities change during FY 2023, requiring additional funds or moving a project into the current year, staff will perform budget transfers within the approved CIP ensuring compliance with budget limitations. Quarterly updates on capital spending, along with budget transfer requests will be provided to the FPUA Board.

The proposed FY 2023 – FY 2027 CIP consists of 5 major projects. These projects account for 66% of the total CIP:



The portion of the FY 2023 Capital Budget that will be funded by Rates is $11,162,948, or 18% of the total funding source. Debt will fund $40,388,012 or 63% of FY 2023 Capital Budget for the MWRF & Conveyance System, completion of Advanced Metering Infrastructure as well as for the expansion and reliability projects for all systems. Contributions from outside sources are expected to fund $3,804,913 or 6%, and Grant will fund $3,943,774 or 6% for FY 2023 Capital Budget.

The remaining 7% or $4,174,714 of the FY 2023 Capital Budget is identified as Contingency and Unfunded. Contingency funds will only be used in the wake of unforeseen events. All requests for use of contingency funds must be submitted to the FPUA Board for approval. In the event that contingencies are drawn upon, they will be funded through cash reserves and/or contributions from outside sources. Unfunded is an amount which exceeded our capital spending limits based on rate sufficiency analyses.

The array of requirements by regulatory and governmental agencies demands a considerable amount of capital. Seventy-one percent of the FY 2023 – FY 2027 CIP will be committed by FPUA to remain in compliance with the requirements and standards set by regulatory agencies or required by state or local government. Eleven percent of the CIP is attributable to new growth. Replacement of aging operating systems, overall system improvements and the replacement of worn out equipment account for 5% of the CIP. With an aging infrastructure, these renewals and replacements are critically necessary.

Over the last 10 to 15 years, FPUA has incurred considerable renewal and replacement expenses in an effort to prevent unplanned system outages. While it is less costly to perform preventative maintenance than to make emergency repairs, Renewals and Replacements generally have a profound impact on the operating budget in avoidance of emergency repairs. Certain capital expenditures have more of a financial impact on FPUA's operating budget than others. The projected annual impact is described in more detail on page 234. The Electric system has performed storm hardening and is replacing all 69kV breakers system-wide in an effort to prevent extensive outages, which are costly to FPUA and our customers. The Supervisory Control and Data Acquisition (SCADA) system is continually being upgraded for greater security and to allow for remote monitoring and control of utility operations. The Water and Wastewater systems have completed water well refurbishments and replacements, many water treatment plant improvements and expansions, installation of an emergency generator at the Water Reclamation Facility (IWRF), and wastewater system inflow and infiltration remediation. The Natural Gas system is working on expansion projects that are highly anticipated for bringing in new revenue. The replacement of old, gasoline-powered vehicles with clean, compressed natural gas, bi-fuel, and electric vehicles is expected to pay off in the long run. All four utility systems are continually

making system improvements associated with street refurbishment. Unfortunately, the resources necessary to accomplish all of these system improvements are limited.

Capital projects and fixed asset purchases are discussed in additional detail in the Capital section of the Budget, beginning on page 227.

ESTIMATE OF FUNDS AVAILABLE FOR CAPITAL AND OTHER

The amount of current-year cash available for capital expenses and other, based on budgeted revenues and expenses, is estimated to be $7,950,352 in FY 2022 and $12,080,972 in FY 2023. (See table on page 49). If these estimates are correct, and the amount available falls short of the cash required to fully fund FPUA's capital program, staff will use cash reserves and/or reduce capital spending.

SUMMARY

Rising prices currently projected for natural gas have driven the projections for revenues and expenses much higher than we have experienced in our prior year actuals. Projected revenues have increased based upon rate adjustments and growth in services. Expenses have risen for purchases for resale, as previously mentioned, and for interest expense related to the issuance of debt in fiscal year 2022. The estimated debt service coverage and days cash-on-hand ratios remain above those required by FPUA bond covenants. This Annual Budget and Resolution will be presented at the August 2, 2022 FPUA Board meeting.

SIGNIFICANT FINANCIAL POLICIES

The accounting policies of FPUA conform to generally accepted accounting principles (GAAP) as applicable to local governmental units. FPUA complies with the standards of the Governmental Accounting Standards Board (GASB) as they become effective. Private-sector standards of accounting and financial reporting issued on or before November 30, 1989 are followed to the extent that those standards do not conflict with or contradict GASB pronouncements, in accordance with GASB 62. Financial policies are reviewed annually and updated as needed for compliance with changes in Florida Statues and Governmental Finance officers Association (GFOA) best practices. Written policies exist for the following major areas:

- Cash Management
- Accounts Receivable
- Investments
- Debt
- Procurement
- Accounts Payable
- Fixed Assets & Capital
- Budget
- Inventory
- Procurement Card

Summarized excerpts from those significant policies are described below:

REPORTING ENTITY

The voters of the City of Fort Pierce, Florida authorized the organization of Fort Pierce Utilities Authority (FPUA) at a special election held May 30, 1972. FPUA commenced operations as of June 30, 1972, and is responsible for management and operation of the combined Electric, Water, Wastewater and Natural Gas Systems, as well as the Treasure Coast Energy Center, the Manatee Observation and Education Center (MOEC) and FPUAnet® Communications. The City Charter, Article XII, defines the powers, duties and responsibilities of FPUA. The members of FPUA's governing board are selected or removed from office by the Fort Pierce City Commission. FPUA's budget is subject to approval of the City Commission, as are rates for service.

The accounts of the various utility systems of FPUA are included as a discretely presented component unit within the financial statements of the City of Fort Pierce, Florida. FPUA has no component units.

BASIS OF PRESENTATION – FUND ACCOUNTING

The accounts of FPUA are a single enterprise fund, organized on the basis of various utility systems, each of which is considered a separate accounting entity. FPUA's basic financial statements consist of fund financial statements and the notes to the financial statemnts. The Annual Comprehensive Financial Report also includes supplementary information intended to furnish additional details to support the basic financial statements. Resources are allocated to, and accounted for, in these systems based upon the purpose for which they are to be spent. For external reporting purposes, these systems are combined. This document presents a balanced budget; i.e., projected revenues for a set period of time will equal or exceed projected expenses for the same period. Any shortfall will be funded by unrestricted reserves..

BASIS OF ACCOUNTING AND BUDGETING

The budget and the financial statements are prepared on the accrual basis; accordingly, budgeted revenues are recognized when earned, and budgeted expenses are recognized when incurred, regardless of the timing of related cash flows.

CASH MANAGEMENT POLICY

Cash Handling:

1. All cash, checks, money orders, and cashier's checks (revenues) will be recorded on the date received and forwarded to the bank for deposit.
2. All checks, money orders, etc. will be endorsed with the FPUA endorsement stamp upon receipt.
3. Daily cash reports must be presented to the Department of Finance and reconciled daily to the Bank activity.
4. Cash drawers will be counted and balanced daily. With armored truck pick up and delivery to the local bank branch office.
5. Bank account activity is reviewed daily for otherwise unaccounted-for items.

INVESTMENT POLICY

Purpose:

Resolution No. U.A. 2002-3, February 5, 2002, sets the criteria for the operation of the investment portfolio. The primary goal is to establish a conservative set of investment criteria to prudently protect FPUA's principal sums and enable generation of a fair rate of return on investments.

Responsibility:

The Director of Financial Administration is responsible for the implementation of the investment policy, which has been approved by the FPUA Board. An Investment/Financial Committee, which includes FPUA Directors and one FPUA Board member, was established in 2009 to provide guidance to the Director of Financial Administration.

Types of Investments Allowed and Limitations:

1. The Local Government Surplus Funds Trust Fund.
2. Negotiable direct obligations of the United States Government, or obligations, the principal and interest of which are unconditionally guaranteed by the United States Government.
3. Obligations of the Federal Farm Credit Banks, the Federal Home Loan Mortgage Corporation, including Federal Home Mortgage Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association.
4. Obligations of the Federal National Mortgage Association, including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association.

5. Interest-bearing time deposits or savings accounts in banks organized under the laws of this state, in national banks organized under the laws of the United States and doing business and situated in this state, in thrift institutions which are under state supervision, or in federal thrift institutions located in this state and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.
6. Deposits and certificates of deposit in out-of-state banks, savings and loan associations, or other regulated financial institutions insured by FDIC.
7. Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.

Risk Management:

1. Reduce losing purchasing power of interest and principal to be received in the future by keeping investments short-term.
2. Minimize the risk of unreturned principal and interest through short-term and conservative investments.

Investment Techniques:

It is recognized that the future level of interest rates is almost impossible to predict. When interest rates are at higher levels, funds may be shifted to longer maturities to lock into higher yields; when interest rates are at lower levels, funds will be placed in short-term maturities to avoid being locked in to low rates of return. All investments are purchased through an informal bidding award process.

DEBT POLICY

Capital Budgeting:

FPUA annually reviews a 5-year Capital Improvement Plan (CIP). Debt may be issued to meet these cash flow needs on a short-term or long-term basis, depending upon the intended use of the proceeds.

Debt is considered an option when:

- Interest rates are low
- The community can benefit from lower construction costs
- The asset will have a long, useful life
- Forecasts indicate that debt is affordable
- Use of debt is consistent with legal and other limits

Allowable Debt Instruments:

The debt instruments that FPUA is allowed to use are described by Florida law and fall within the limitations of the City Charter.

General Debt Limitations:
The City of Fort Pierce Charter or Code of Ordinances, nor the Florida Statutes limit the amount of debt FPUA can issue. FPUA determines the amount of affordable debt by assessing the sufficiency of future revenues thought the use of long-term financial projections.
FPUA is in compliance with the covenants set forth in Resolution No. UA 85-29, as amended, which includes:

- A minimum Days Cash on Hand Ratio of at least 45 must be maintained as of September 30 and March 31 of each year.
- FPUA's current minimum debt service coverage ratio is 1.25x.

Maturity Guidelines:
The term of any debt issued should not exceed the useful life of the asset being funded.

Professional Consultants:
Financial advisors, underwriters and bond counsel are selected using a Request for Proposal (RFP) or Request for Qualification (RFQ) competitive process.

Credit Rating:
FPUA strives to maintain or improve bond rating in order to maintain easy access to credit markets.

Continuing Disclosure:
FPUA is committed to providing continuing disclosure of financial and pertinent credit information relevant to FPUA's outstanding securities, and shall abide by provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary disclosure.

Post-Issuance Compliance:
Management are accountable for ensuring funds are spent in compliance with provisions of the issuance. FPUA will monitor the earnings on its bond proceeds for each debt series to comply with arbitrage requirements.

PROCUREMENT POLICY
FPUA strives to uphold fairness and interity in all purchasing practices, and seeks to lower operational costs whenever possible. The purchasing policies of FPUA are established by the City of Fort Pierce, Florida, Charter, Article XII, Section 179 (Competitive Bidding) and by directive from the Director of Utilities. All purchases for services, construction, materials, supplies, equipment, or machinery are made fairly by securing quotations and bids where necessary prior to the purchase.
Purchasing Limits:

- *Small Purchases - below $1,500:*

  Small purchases under $1,500 may be made by departments, with proper approvals. Purchases over $1,500 require a purchase order.

- *Department Level Quotes - $1,500 to $4,999:*

Purchases with a cost between $1,500 and $4,999 require three quotes. Written and verbal quotes are acceptable. Quotes may be received by mail, fax, or phone. Departments must submit an electronic purchase requisition with comparative quotes for approval in accordance with the spending authority granted by the respective Director or Department Head. The requisition is ultimately forwarded to the Department of Finance, where the purchase order is created and distributed.

- *Informal Bids $5,000 - up to $50,000:*

The term "Infomal Bid" is used to identify mid-level purchases between $5,000 and $50,000. The Director of Utilities can authorize purchases up to $50,000. Purchases over $50,000 must be formally bid, unless a specific exemption applies. The current supply chain shortages have forced informal bidding processes to prevail temporarily, with suppliers unable to commit to long-term pricing. Departments must submit an electronic purchase requisition flagged as a Purchase Order Authorization (POA) for such purchases, with bid specifications attached and all other required documentation. Regulatory Affairs will place the required notice advertisement in the newspaper. After the bid evaluation, approvals and recommendation, the requisition is then forwarded to the Department of Finance, where the purchase order is created and distributed.

- *Formal Bids - over $50,000:*

A "Formal Bid" is used to identify solicitations which represent major purchases that require a public "formal" procurement process. Purchases more than $50,000 are handled in the same manner as Informal Bids except that the FPUA Board must also authorize the purchase.

FIXED ASSETS & CAPITAL POLICY

Capital expenditures:

- Useful Life greater than 3 years.
- Indivudual value of $5,000 or greater.

Asset Book Value:

- Constructed cost is equal to the total of contractor costs, materials/inventory, labor and related overhead.
- Acquired assets are valued at the purchase price plus transporatation.
- Contributed Assets are valued at market value on the date received.

Depreciation:

- Taken at straight-lined method over the estimated useful life of the asset.
- Useful lives are evaluated periodically and updated when new data is learned.

Disposition/Replacement:

- Assets that have reached the end of life due to damage, wear or loss of function are replaced in accordance with the limits of the available capital budget.

- Disposed assets are scrapped, salvaged or sold at auction with proceeds going toward FPUA's civic contributions to the MOEC.

Each year, FPUA Board members, Department Heads and key staff members develop a strategic plan, including vehicle and equipment replacement, taking into consideration both expansion and major rehabilitation. The key items identified are then combined into the five-year Capital Improvement Plan (CIP) and put through the same rigorous scrutiny as the other budgets to determine which projects/items will be funded in the upcoming fiscal year.

BUDGET POLICY

In accordance with the City of Fort Pierce Charter, Article XII, Section 176 (12), FPUA shall annually prepare and adopt a budget for the ensuing year and furnish a copy to the City Commission at least forty-five (45) days prior to the beginning of the next fiscal year (October 1). If a four-fifths (4/5) vote of the City Commission does not disapprove of any line item expenses in the budget, or any amendments thereto, within thirty (30) days of the date of submission to the City Commission, the budget or any amendments thereto shall be deemed approved as submitted.

The City Commission may not increase any amounts in the proposed budget or amendments thereto, but may reduce by a four-fifths (4/5) vote of the city commission any line item in the budget or amendments thereto. The City Commission may by majority vote waive the thirty-day period for disapproval and approve the budget, or any amendment thereto. Any expenses disapproved shall not be authorized. No amendments to the FPUA budget shall be authorized unless submitted to the City Commission.

The budget includes proposed capital and operations and maintenance expenses and the means by which they are to be financed. The budget is presented on the accrual basis; accordingly, revenues and expenses are budgeted for the specific periods of time and are recorded as incurred, along with acquired assets, without regard to the date of receipts or payment of cash, which is consistent with generally accepted accounting principles (GAAP).

Once approved, the Annual Budget becomes the basis for capital and operations and maintenance expenses during the ensuing fiscal year. Expenses may not exceed the adopted budget.

Formal budgetary integration is employed as a management control device during the year. Controls are in place to reduce the possibility of overspending in individual line items. Requisitions that exceed budgeted amounts are flagged as such, and are not converted to Purchase Orders until the over-budget condition is corrected. Cumulative budget transfers are limited to the spending authority levels of Department Heads, Directors and the Director of Utilities. Quarterly updates on spending, along with budget transfer requests will be provided to the Board.

After the close of the fiscal year, the budget is amended to reflect changes in available revenues and transfers of appropriations between departments and utility systems. Unexpended balances of appropriations lapse at year end.

BUDGET PREPARATION PROCESS

COMPILATION

Each department completes Operations and Maintenance (O&M) Budget worksheets which are provided by Finance, including comparative prior year(s) data. Departments are also provided with templates and historical trends to complete worksheets for the Capital Improvement Plan (CIP). These budget worksheets are the basis for the O&M Budget and CIP. Department Heads review and update the worksheets as necessary, and Directors give final approval.

REVIEW AND REVISE

Once all budget worksheets are completed by the departments, they are then compiled and summary schedules are prepared to provide an overview of the departmental budgets. A draft of each budget document is sent to the Budget Review Committee (BRC) prior to the budget meetings. The BRC, consisting of the Director of Utilities, Director of Financial Administration, Finance Manager and the Assistant Controller and Utility Accountant with the corresponding responsibility for either Capital or O&M Budget, meets to discuss the budgets with the respective Department Heads and Directors, and to make revisions as needed. The Department Heads and Directors must also describe their Goals and Objectives, Accomplishments, and Performance Measures.

The Director of Financial Administration submits the completed O&M Budget and CIP to the Director of Utilities, which is then submitted to the FPUA Board for approval. The public is invited to this meeting and individuals are given the opportunity to address their questions and concerns.

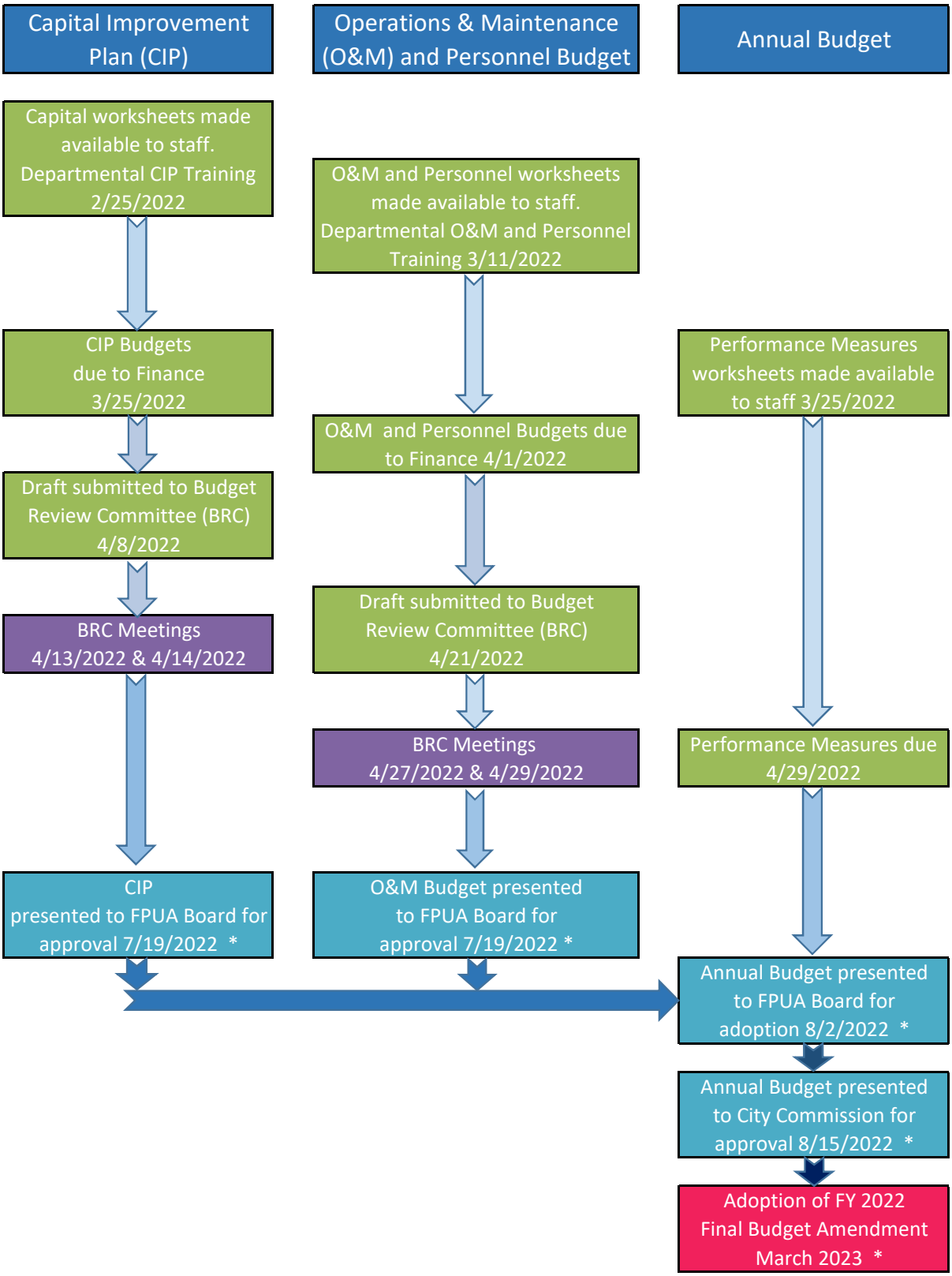
APPROVAL

The FPUA Board reviews and approves each of the two prefatory budgets - the O&M Budget, which includes Revenue and Personnel, and the CIP. The final Annual Budget document is a compilation of these two budget documents summarized, and highlighted with comparisons and trends. It is sent to the Director of Utilities for review before being submitted to the FPUA Board for adoption by Resolution. The final step in the budget approval process is to present the Annual Budget to the City Commission for their approval.

FINAL BUDGET AMENDMENT

The budget and amendments thereto, have been approved according to the above procedures.

BUDGET PREPARATION FLOWCHART



* Public are invited to these meetings.

UNIT SALES STATISTICS

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
ELECTRIC - MWH				
Residential	252,185	254,716	252,152	253,161
General Service	304,220	312,969	309,819	311,059
Street Lights	3,216	3,215	3,183	3,195
Traffic Signals	804	803	795	798
Rental Lights	5,457	5,224	5,171	5,192
TOTAL	565,882	576,927	571,120	573,406
WATER - 1000's of GALLONS				
Residential	935,680	977,664	956,133	970,836
General Service	1,492,538	1,543,122	1,509,138	1,532,345
Sales for Resale	458,579	447,273	437,423	444,149
TOTAL	2,886,797	2,968,059	2,902,694	2,947,331
NATURAL GAS - CCF				
Residential	433,924	431,705	396,614	409,421
General Service	2,418,710	2,788,752	2,562,069	2,644,802
Heat Only	734	796	731	755
Contract Sales	1,711,290	1,717,644	1,578,026	1,628,982
TOTAL	4,564,658	4,938,897	4,537,440	4,683,960
WASTEWATER - 1000's of GALLONS				
Residential	667,758	698,387	677,388	686,125
General Service	963,940	1,023,088	992,327	1,005,126
TOTAL	1,631,698	1,721,475	1,669,715	1,691,251

COMPUTATION OF CHANGE IN NET POSITION AND FUNDS AVAILABLE FOR CAPITAL AND OTHER

AMENDED BUDGET FY 2022	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
REVENUES	$ 84,123,972	$ 22,434,500	$ 7,631,100	$ 18,423,379	$ 1,465,200	$ 2,461,400	$ 136,539,551
EXPENSES	87,804,356	21,039,598	8,002,661	15,921,557	1,219,674	2,461,400	136,449,246
Change in Net Position	(3,680,384)	1,394,902	(371,561)	2,501,822	245,526	-	90,305
ADD BACK:							
Depreciation	4,418,682	5,295,436	465,938	4,158,362	166,582	15,000	14,520,000
Debt Accretion	286,151	277,890	17,355	112,808	-	-	694,203
Amortization of deferred charges and bond discounts	3,599	(3,184)	(2,911)	(40,673)	(5,387)	-	(48,556)
OPEB accrual	3,356	2,983	741	2,037	232	651	10,000
SUBTRACT:							
Principal payments on debt	1,924,150	1,868,600	116,700	758,550	-	-	4,668,000
Restricted CIC's not spent	-	551,000	-	790,300	-	-	1,341,300
Non-Cash Capital Contributions	84,000	616,100	-	606,200	-	-	1,306,300
FUNDS AVAILABLE FOR CAPITAL AND OTHER	**$ (976,746)**	**$ 3,932,326**	**$ (7,138)**	**$ 4,579,306**	**$ 406,953**	**$ 15,651**	**$ 7,950,352**

ORIGINAL BUDGET FY 2023	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
REVENUES	$ 88,503,282	$ 25,492,600	$ 8,306,400	$ 20,519,479	$ 1,431,700	$ 2,591,705	$ 146,845,166
EXPENSES	87,355,540	21,752,257	9,622,949	19,112,239	1,527,667	2,591,705	141,962,357
Change in Net Position	1,147,742	3,740,343	(1,316,549)	1,407,240	(95,967)	-	4,882,809
ADD BACK:							
Depreciation	4,533,589	5,318,696	478,243	4,218,937	193,535	17,000	14,760,000
Debt Accretion	196,179	190,515	11,898	77,339	-	-	475,931
Amortization of deferred charges and bond discounts	(16,315)	(32,548)	(14,114)	(172,671)	(21,547)	-	(257,194)
OPEB accrual	3,318	3,014	751	2,063	337	517	10,000
SUBTRACT:							
Principal payments on debt	2,013,121	2,005,151	169,693	1,387,036	-	-	5,575,000
Restricted CIC's not spent	-	375,074	-	556,500	-	-	931,574
Non-Cash Capital Contributions	84,000	600,000	-	600,000	-	-	1,284,000
FUNDS AVAILABLE FOR CAPITAL AND OTHER	**$ 3,767,392**	**$ 6,239,795**	**$ (1,009,463)**	**$ 2,989,372**	**$ 76,358**	**$ 17,517**	**$ 12,080,972**

ESTIMATED DISTRIBUTION TO THE CITY OF FORT PIERCE

AMENDED FY 2022 REVENUE BUDGET	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
GROSS REVENUE	$84,123,972	$22,434,500	$ 7,631,100	$ 18,423,379	$1,465,200	$2,461,400	$136,539,551
REVERSE:							
Purchased Power & Gas Adjustments	14,725,172	-	2,566,900	-	-	-	17,292,072
Capital Contributions	345,600	2,207,200	132,400	1,866,879	696,000	-	5,248,079
Grant Revenue	-	-	-	1,960,000	-	42,514	2,002,514
FMPA O&M Contract Income	-	-	-	-	-	1,938,525	1,938,525
FPUAnet Operating Revenue	-	-	-	-	769,000	-	769,000
Gas Piping & Appliance Revenue	-	-	196,100	-	-	-	196,100
Gas Piping & Appliance Costs	-	-	(173,700)	-	-	-	(173,700)
Revenue for City Billing	76,800	57,200	10,900	42,100	200	-	187,200
MOEC Operating Revenue	-	-	-	-	-	427,861	427,861
ADJUSTED GROSS REVENUE	$68,976,400	$20,170,100	$ 4,898,500	$ 14,554,400	$ -	$ 52,500	$108,651,900
DISTRIBUTION TO CITY PAYABLE IN FY 2023	$ 4,138,584	$ 1,210,206	$ 293,910	$ 873,264	$ -	$ 3,150	$ 6,519,114

ORIGINAL FY 2023 REVENUE BUDGET	ELECTRIC	WATER	NATURAL GAS	WASTE-WATER	FPUAnet	OTHER	TOTAL
GROSS REVENUE	$88,503,282	$25,492,600	$ 8,306,400	$ 20,519,479	$1,431,700	$2,591,705	$146,845,166
REVERSE:							
Purchased Power & Gas Adjustments	17,293,982	-	2,981,000	-	-	-	20,274,982
Capital Contributions	345,600	1,805,400	100,000	1,339,379	15,000	-	3,605,379
Grant Revenue	-	-	-	2,050,000	-	54,875	2,104,875
FMPA O&M Contract Income	-	-	-	-	-	1,978,699	1,978,699
FPUAnet Operating Revenue	-	-	-	-	1,406,500	-	1,406,500
Gas Piping & Appliance Revenue	-	-	196,000	-	-	-	196,000
Gas Piping & Appliance Costs	-	-	(173,700)	-	-	-	(173,700)
Revenue for City Billing	76,800	57,200	10,900	42,100	200	-	187,200
MOEC Operating Revenue	-	-	-	-	-	503,131	503,131
ADJUSTED GROSS REVENUE	$70,786,900	$23,630,000	$ 5,192,200	$ 17,088,000	$ 10,000	$ 55,000	$116,762,100
DISTRIBUTION TO CITY PAYABLE IN FY 2024	$ 4,247,214	$ 1,417,800	$ 311,532	$ 1,025,280	$ 600	$ 3,300	$ 7,005,726

BUDGETED STATEMENT OF NET POSITION

The first page of the Budgeted Statement of Net Position displays the Total Assets and Deferred Outflows of resources, and the second page displays the Total Liabilities, Deferred Inflows of Resources and Net Position of the statement. Total Assets and Deferred Outflows are equal to Total Liabilities, Deferred Inflows plus Total Net Position, which are projected to be $420,293,000 as of September 30, 2022 and $428,457,000 as of September 30, 2023.

The increase in Total Current Assets for FY 2022 and FY 2023 is affected by the increase in Restricted Equity in Pool Cash and Investments. This projection includes the recent bond issuance to relocate the wastewater treatment plant and allow system expansion projects to continue. The spenddown of the bond proceeds have already begun and will continue heavily into the next three years. As the spenddown of the bond proceeds occur the amount restricted for specific capital projects will decline. The anticipated increase in the cost of purchased power will impact changes in Net Position. Any further increases in purchased power will reduce the amount projected to be in the Rate Stabilization Fund, changing Deferred Inflows of Resources in the FY 2022 and FY 2023 budgets.

The current ratios on restricted and unrestricted accounts demonstrate FPUA's ability to pay debt, which is a key indicator of solvency. Higher ratios indicate an increased ability to repay debt. The debt to equity ratio of 0.96 in the FY 2023 Original Budget shows that for every dollar of internal financing, there will be $0.96 in financed debt. Debt Service coverage ratio is a ratio of Net Available Income to the Net Cash required to cover our Debt Service.

Selected financial ratios are highlighted below:

FINANCIAL RATIOS	ACTUAL 9/30/2021	AMENDED BUDGET 9/30/2022	ORIGINAL BUDGET 9/30/2023
Current Ratio:			
Unrestricted Assets	3.67	3.23	3.78
Restricted Assets	1.37	1.57	1.51
Debt to Equity Ratio	0.38	0.98	0.96
Debt Service Ratio	3.54x	2.22x	2.31x

Net Position is defined as the difference between FPUA's Assets and Liabilities, as displayed on the Budgeted Statement of Net Position. Projected changes in Net Position are as follows:

NET POSITION	Dollars in thousands		
	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
Net Position - Beginning of Year	$ 195,053	$ 205,051	$ 207,143
Change in Net Position	9,998	2,092	4,883
Net Position - End of Year	$ 205,051	$ 207,143	$ 212,026

BUDGETED STATEMENT OF NET POSITION
(Dollars in Thousands)

	ACTUAL 9/30/20	ACTUAL 9/30/21	AMENDED BUDGET 9/30/22	ORIGINAL BUDGET 9/30/23	CHANGE 9/30/22 TO 9/30/23 $	CHANGE 9/30/22 TO 9/30/23 %
ASSETS AND DEFERRED OUTFLOWS						
ASSETS						
Current Assets:						
Equity in Pooled Cash and Investments	$ 24,808	$ 20,786	$ 14,537	$ 20,647	$ 6,110	42.03%
Accounts Receivable, Net of Allowance for Uncollectible Accounts	7,896	6,621	8,017	8,762	745	9.29%
Unbilled Receivables	6,106	6,428	6,428	6,428	-	0.00%
Due from Other Governments	1,418	914	629	163	(466)	(74.09%)
Inventories and Other Current Assets	5,346	6,932	6,912	6,907	(5)	(0.07%)
Restricted Equity in Pooled Cash and Investments	12,800	15,147	16,373	15,847	(526)	(3.21%)
Restricted Cash with Fiscal Agent	6,432	6,460	6,786	11,740	4,954	73.00%
Total Current Assets	64,806	63,288	59,682	70,494	10,812	18.12%
Noncurrent Assets:						
Capital Assets:						
Utility Plant in Service	468,621	492,754	507,100	521,805	14,705	2.90%
Construction Work in Progress	24,977	18,067	23,067	60,067	37,000	160.40%
Less Accumulated Depreciation	(276,799)	(290,363)	(304,229)	(318,489)	(14,260)	4.69%
Total Capital Assets (net of Accumulated Depreciation)	216,799	220,458	225,938	263,383	37,445	16.57%
Other Noncurrent Assets:						
FMPA Working Capital Receivable	1,919	1,919	1,918	1,918	-	0.00%
Preliminary Surveys	-	62	62	62	-	0.00%
Investment in Public Gas Partners Pool	34	-			-	0.00%
Restricted Equity in Pooled Cash and Investments	6,857	6,857	128,701	88,701	(40,000)	(31.08%)
Total Other Noncurrent Assets	8,810	8,838	130,681	90,681	(40,000)	(30.61%)
Total Noncurrent Assets	225,609	229,296	356,619	354,064	(2,555)	(0.72%)
TOTAL ASSETS	290,415	292,584	416,301	424,558	8,257	1.98%
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Pension Outflow	1,505	1,443	2,011	3,188	1,177	58.53%
Purchased Power and Gas Under-Recovery	-		1,255	-	(1,255)	(100.00%)
Deferred OPEB Outflow	339	282	282	282	-	
Deferred Amount on Debt Refunding	80	64	444	429	(15)	(3.38%)
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,924	1,789	3,992	3,899	(93)	(2.33%)
TOTAL ASSETS AND DEFERRED OUTFLOWS	$ 292,339	$ 294,373	$ 420,293	$ 428,457	$ 8,164	1.94%

BUDGETED STATEMENT OF NET POSITION
(Dollars in Thousands)

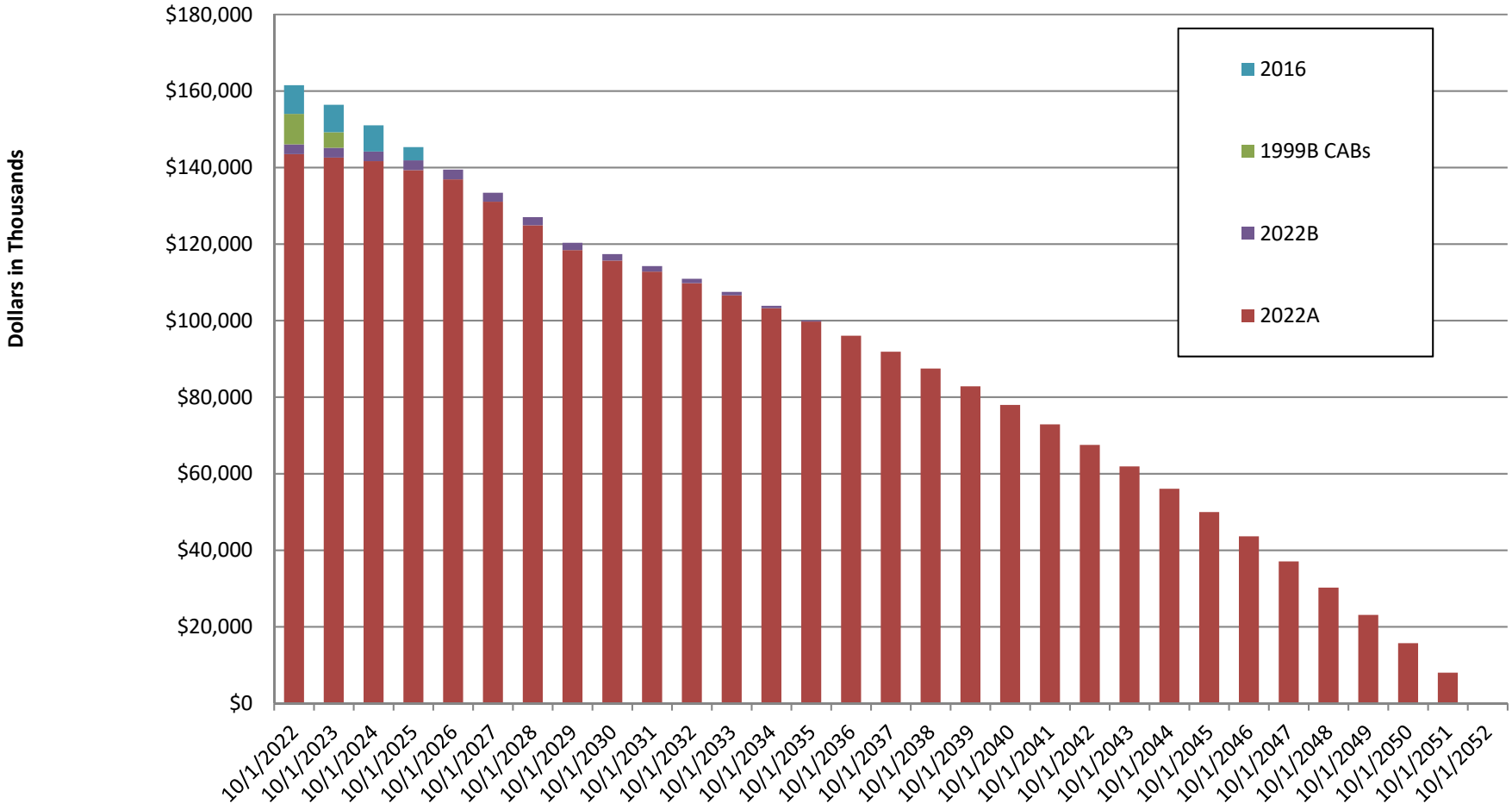
	ACTUAL 9/30/20	ACTUAL 9/30/21	AMENDED BUDGET 9/30/22	ORIGINAL BUDGET 9/30/23	CHANGE 9/30/22 TO 9/30/23 $	CHANGE 9/30/22 TO 9/30/23 %
LIABILITIES, DEFERRED INFLOWS AND NET POSITION						
LIABILITIES						
Current Liabilities:						
Accounts Payable and Accrued Expenses	$ 9,546	$ 9,855	$ 9,854	$ 9,854	$ -	0.00%
Due to City of Fort Pierce	942	950	950	950	-	0.00%
Customer Deposits	8,735	8,864	9,064	9,264	200	2.21%
Revenue Bonds Payable - restricted assets	6,015	6,076	4,668	5,575	907	19.43%
Accrued Interest Payable - restricted assets	822	792	1,004	3,394	2,390	238.05%
Accrued Compensated Absences	-	276	276	276	-	0.00%
Capital Leases Payable	34	40	11	41	30	272.73%
Other Current Liabilities	598	501	504	502	(2)	(0.40%)
Total Current Liabilities	26,692	27,354	26,331	29,856	3,525	13.39%
Noncurrent Liabilities:						
Revenue Bonds Payable, Net of Unamortized Discounts	52,812	47,641	50,860	85,765	34,905	68.63%
Revenue Bonds Payable, Restricted			123,051	83,051	(40,000)	(32.51%)
Accrued Compensated Absences	2,181	1,921	1,921	1,921	-	0.00%
Other Post Employment Benefits Obligation	1,228	1,178	1,188	1,198	10	0.84%
Net Pension Liability	10,486	231	344	579	235	68.31%
Capital Leases Payable	51	11	-	164	164	0.00%
Total Noncurrent Liabilities	66,758	50,982	177,364	172,678	(4,686)	(2.64%)
TOTAL LIABILITIES	93,450	78,336	203,695	202,534	(1,161)	(0.57%)
DEFERRED INFLOWS OF RESOURCES						
Purchased Power and Gas Over-Recovery	3,133	1,985	-	3,500	3,500	0.00%
Deferred Pension Inflow	674	8,975	9,429	10,371	942	9.99%
Deferred OPEB Inflow	29	26	26	26	-	0.00%
Total Deferred Inflows of Resources	3,836	10,986	9,455	13,897	4,442	46.98%
NET POSITION						
Net Investment in Capital Assets	167,218	173,685	169,184	171,925	2,741	1.62%
Restricted for Capital Improvement Charges	3,660	5,875	7,216	8,147	931	12.90%
Restricted for Debt Service	5,457	5,457	5,457	5,457	-	0.00%
Restricted for Emergencies	900	900	900	900	-	0.00%
Restricted for Renewals and Replacements	500	500	500	500	-	0.00%
Unrestricted	17,318	18,634	23,886	25,097	1,211	5.07%
Total Net Position	195,053	205,051	207,143	212,026	4,883	2.36%
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	$ 292,339	$ 294,373	$ 420,293	$ 428,457	$ 8,164	1.94%

OUTSTANDING DEBT

FPUA has four revenue bond series outstanding. All are collateralized by pledge of the net revenues of the combined systems as required by bond covenants. On June 21, 2022, FPUA completed a new tax-exempt debt issuance that refinanced a portion of our existing debt and provided funding for capital improvements. This restructuring extends debt service out to FY 2052, permitting relocation of the wastewater plant and necessary expansion projects to take place. As of June 30, 2022 the existing outstanding debt consists of:

- $143,500,000 Utilities Refunding Revenue Bonds, Series 2022A, interest varying from 4.00% to 5.00%. The bonds mature October 1, 2023 through October 1, 2052, with annual principal amounts ranging from $905,000 to $6,460,000. The outstanding balance as of June 30, 2022 was $143,500,000.
- $2,500,000 Utilities Revenue Bonds, Series 2022B, interest fixed at 5.00%. The bonds mature October 1, 2027 through October 1, 2036, with annual principal amounts ranging from $200,000 to $315,000. The outstanding balance as of June 30, 2022 was $2,550,000.
- $10,223,000 Utilities Revenue Capital Appreciation Bonds, Series 1999B, yield at 5.90%. Future bond maturity dates October 1, 2022 through October 1, 2024 carry principal amounts totaling $13,010,000 due in those years in annual amounts ranging from $4,335,000 to $4,340,000. The accreted value as of June 30, 2022 was $12,116,000.
- $9,545,000 Utilities Revenue Bond, Series 2016, interest fixed at 2.14%. Future bond maturity dates October 1, 2021 through October 1, 2026 carry annual principal amounts ranging from $328,000 to $3,451,000. The outstanding balance as of June 30, 2021 was $7,832,000.

Oustanding Debt Through Maturity



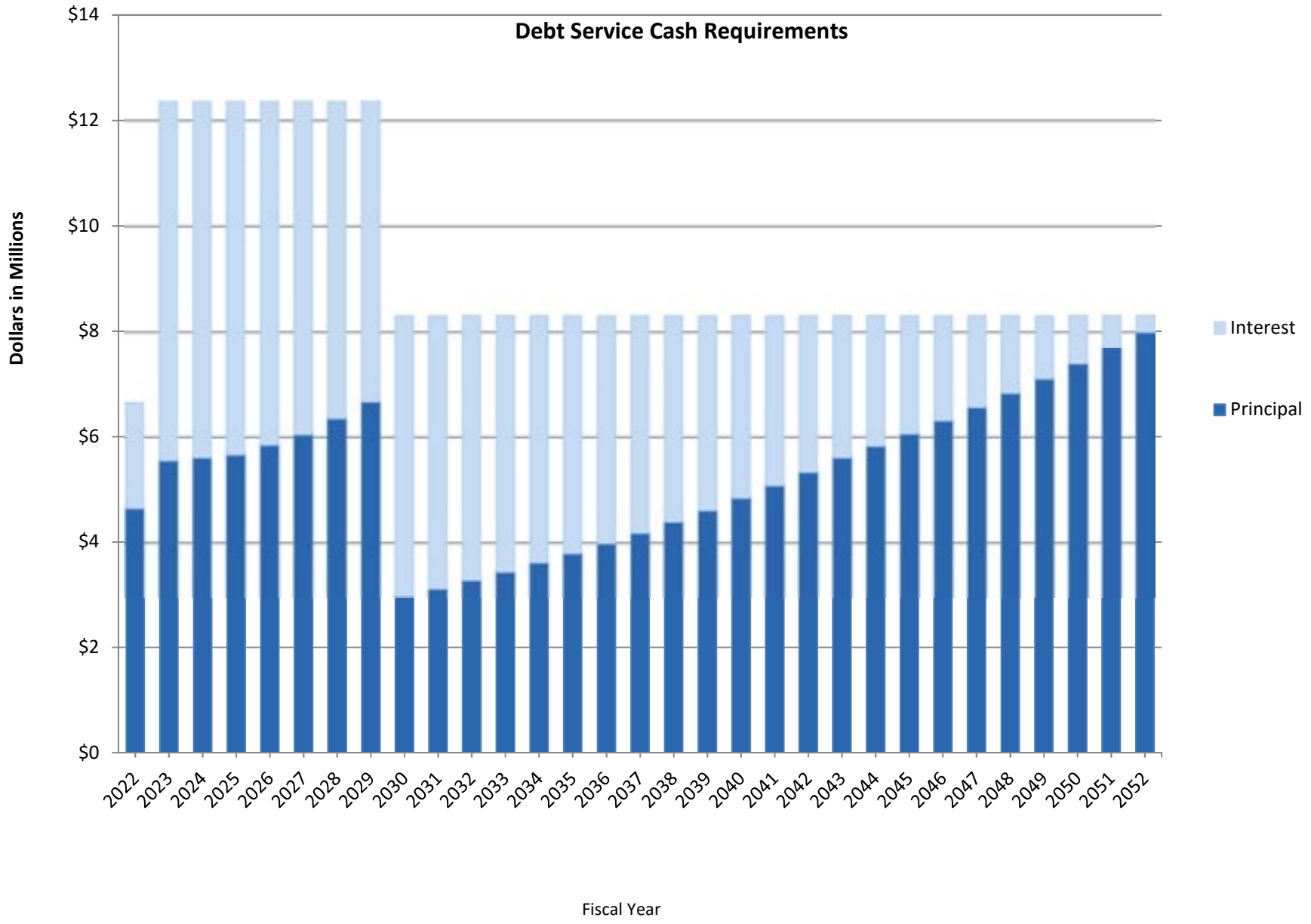
DEBT SERVICE

Following is a summary of each system's cost of borrowed money, including principal repayments and interest expense associated with the retirement of outstanding bonded debt. FPUA does not have a legally mandated debt limit. This schedule includes accretion of Capital Appreciation Bonds, which is not included in the calculation of debt

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
ELECTRIC				
Principal	$ 2,479,383	$ 2,504,527	$ 1,924,150	$ 2,013,121
Interest	1,128,657	1,023,657	1,058,821	895,448
Total	3,608,040	3,528,184	2,982,971	2,908,569
WATER				
Principal	2,407,805	2,432,223	1,868,600	2,005,151
Interest	1,096,073	994,105	1,128,299	1,229,760
Total	3,503,878	3,426,328	2,996,899	3,234,911
NATURAL GAS				
Principal	150,375	151,900	116,700	169,693
Interest	68,453	62,085	159,173	396,148
Total	218,828	213,985	275,873	565,841
WASTEWATER				
Principal	977,437	987,350	758,550	1,387,036
Interest	444,946	403,552	1,601,276	4,614,910
Total	1,422,383	1,390,902	2,359,826	6,001,946
FPUAnet				
Principal	-	-	-	-
Interest	-	-	35,417	127,500
Total	-	-	35,417	127,500
TOTAL ALL SYSTEMS	$ 8,753,129	$ 8,559,399	$ 8,650,986	$ 12,838,767
SUMMARY				
Principal	$ 6,015,000	$ 6,076,000	$ 4,668,000	$ 5,575,000
Interest	2,738,129	2,483,399	3,982,986	7,263,767
Total	$ 8,753,129	$ 8,559,399	$ 8,650,986	$ 12,838,767

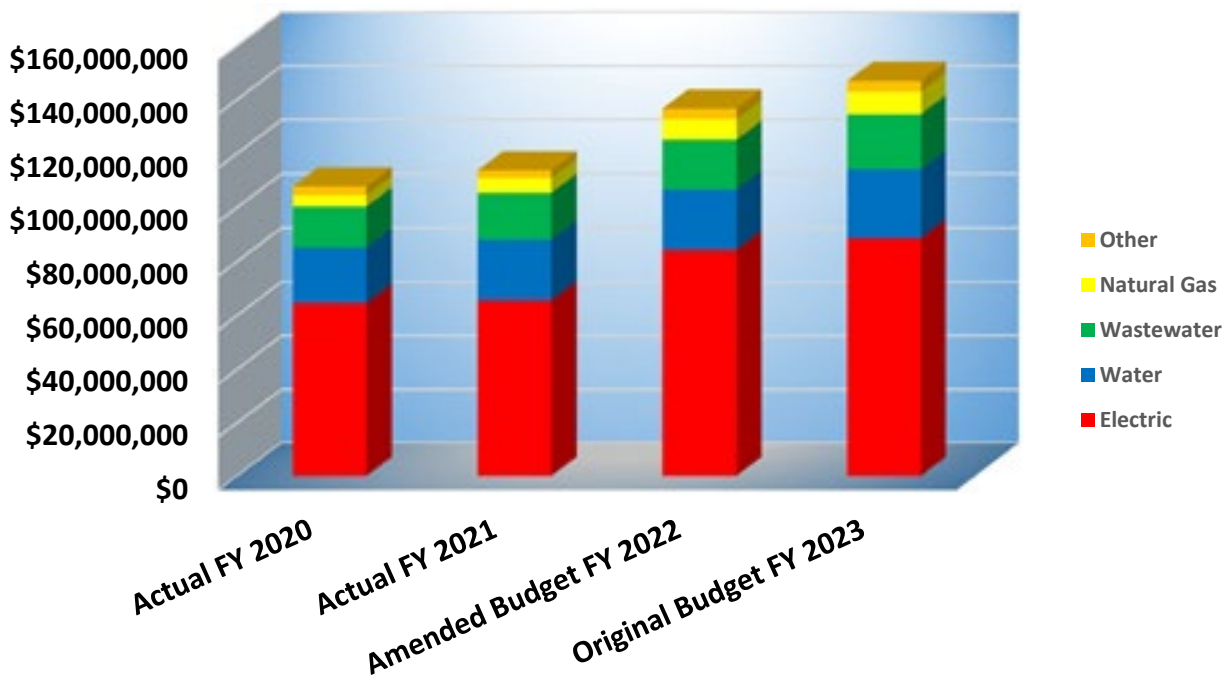
DEBT SERVICE CASH REQUIREMENTS BY FISCAL YEAR

Year Ending September 30	Principal	Interest	Total
2022	4,668,000	2,008,508	6,676,508
2023	5,575,000	6,787,836	12,362,836
2024	5,628,000	6,735,417	12,363,417
2025	5,685,000	6,680,576	12,365,576
2026	5,871,000	6,492,851	12,363,851
2027	6,065,000	6,298,000	12,363,000
2028	6,370,000	5,994,750	12,364,750
2029	6,685,000	5,676,250	12,361,250
2030	2,980,000	5,342,000	8,322,000
2031	3,130,000	5,193,000	8,323,000
2032	3,290,000	5,036,500	8,326,500
2033	3,455,000	4,872,000	8,327,000
2034	3,625,000	4,699,250	8,324,250
2035	3,805,000	4,518,000	8,323,000
2036	3,995,000	4,327,750	8,322,750
2037	4,195,000	4,128,000	8,323,000
2038	4,405,000	3,918,250	8,323,250
2039	4,625,000	3,698,000	8,323,000
2040	4,860,000	3,466,750	8,326,750
2041	5,100,000	3,223,750	8,323,750
2042	5,355,000	2,968,750	8,323,750
2043	5,625,000	2,701,000	8,326,000
2044	5,850,000	2,476,000	8,326,000
2045	6,080,000	2,242,000	8,322,000
2046	6,325,000	1,998,800	8,323,800
2047	6,580,000	1,745,800	8,325,800
2048	6,845,000	1,482,600	8,327,600
2049	7,115,000	1,208,800	8,323,800
2050	7,400,000	924,200	8,324,200
2051	7,700,000	628,200	8,328,200
2052	8,005,000	320,200	8,325,200
Totals	**$ 166,892,000**	**$ 117,793,788**	**$ 284,685,788**


Debt Service Cash Requirements
Dollars in Millions
$14
$12
$10
$8
$6
$4
$2
$0
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
Interest
Principal
Fiscal Year

FPUA
COMMUNITY PROUD

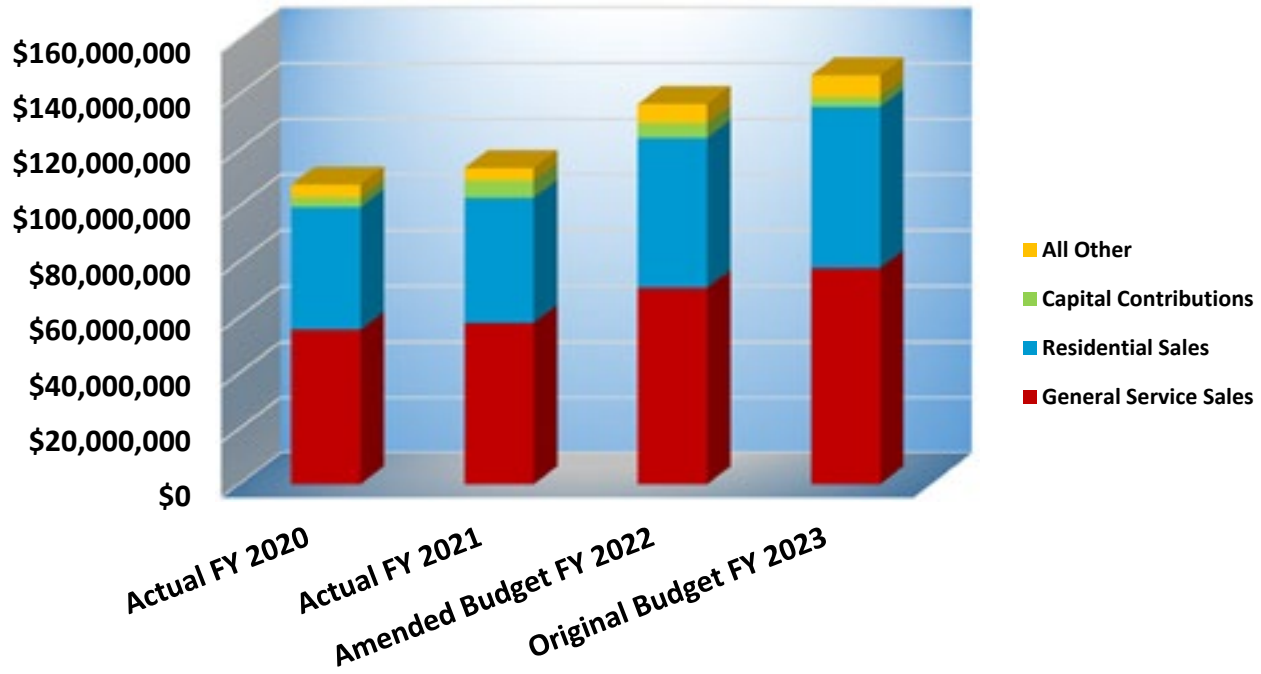
REVENUES BY SYSTEM



	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
Electric	$ 64,505,368	$ 65,463,963	$ 84,123,972	$ 88,503,282
Water	20,682,313	22,487,863	22,434,500	25,492,600
Wastewater	15,068,548	17,386,130	18,423,379	20,519,479
Natural Gas	4,234,635	5,513,241	7,631,100	8,306,400
Other	3,169,821	2,759,556	3,926,600	4,023,405
Total Revenues	$ 107,660,685	$ 113,610,753	$ 136,539,551	$ 146,845,166

FPUA staff estimated unit sales and sales revenues for FY 2022 and FY 2023 for the Electric, Water, Wastewater and Natural Gas Systems, and Other revenues which include the Treasure Coast Energy Center, Manatee Observation and Education Center, and FPUAnet Communications. Future unit sales and revenues are based upon projected growth, rate adjustments, historical data, financial results and statistics. The projections assume normal weather patterns. To ensure that FPUA continues to meet its goal of maintaining adequate operating reserves, staff compares revenues to spending levels on an ongoing basis.

REVENUES BY SOURCE

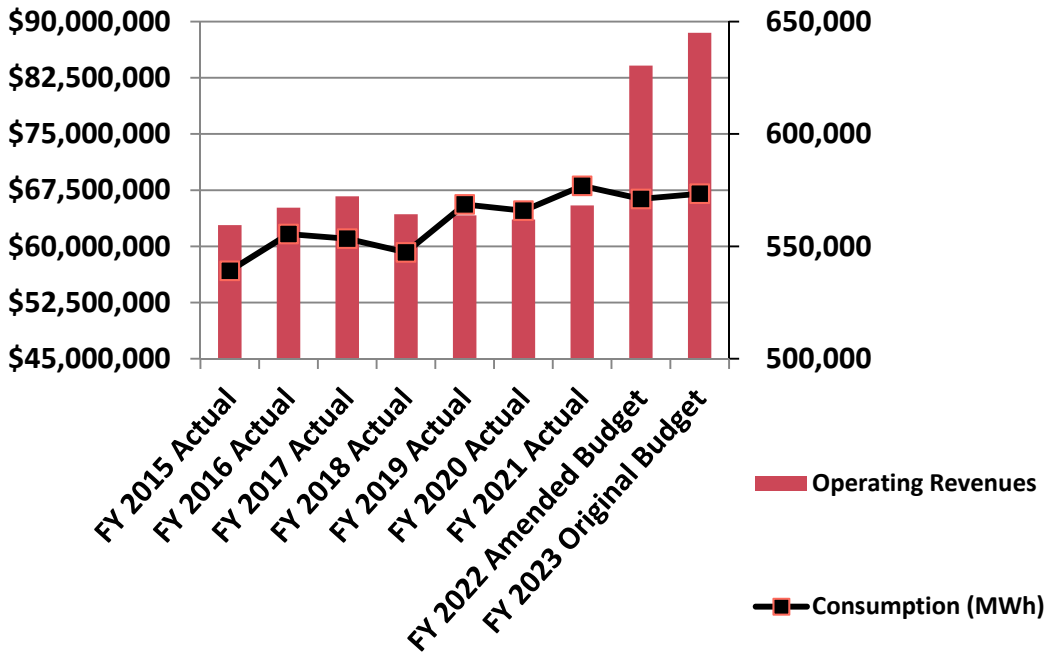


	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
General Service Sales	$ 55,546,859	$ 58,095,856	$ 70,656,375	$ 77,678,075
Residential Sales	44,004,177	44,827,583	53,729,397	57,788,807
Capital Contributions	3,392,372	6,110,517	5,248,079	3,605,379
All Other	4,717,277	4,576,797	6,905,700	7,772,905
Total Revenues	$ 107,660,685	$113,610,753	$ 136,539,551	$ 146,845,166

In FY 23, FPUA expects to generate 92.2% of its revenues through rates charged to customers, the power cost adjustment (PCA), and the purchased gas adjustment (PGA). Of those sales, 57.0% is from general service sales, and 43.0% is from residential sales. The remaining 7.8% of the budget is made up of other operating, non-operating and contributed revenues. Other operating revenues include service charges such as penalties, interest and field contact charges (service turn-ons and turn-offs), as well as Manatee Observation & Education Center and FPUAnet Communication revenues, and guaranteed revenue charges. Other non-operating revenues include Treasure Coast Energy Center, which is a direct reimbursement of contracted cost, revenue for City billing, and investment income.

ELECTRIC REVENUES

Electric operating revenues and consumption are depicted in the chart below.



The Original Budget for FY 2023 Electric operating revenues is expected to increase $4.3 million, or 5.2%, from the Amended Budget for FY 2022. The FY 2023 sales revenues include a 4.53% rate increase approved on Resolution No. UA 2022-06 with an effective date of October 1, 2022. While projected consumption is expected to increase slightly, the forecasts include the adjustments to the Power Cost Adjustment (PCA) which is expected to increase proportionately to rising natural gas prices as we head into FY 2023. These fluctuations are directly attributable to changes in the cost to FPUA of our purchased power and are offset by increases/decreases to expense.

It is estimated that FPUA will purchase approximately 597,300 MWh and sell approximately 573,400 MWh for FY 2023. These estimates reflect an unaccounted for or, line loss factor, of 4%. The electric power cost is projected to be $67 million or $112.17 per MWh purchased for FY 2023. Based upon budgeted unit sales at current rates, electric sales revenues for FY 2023 will be approximately $87.1 million.

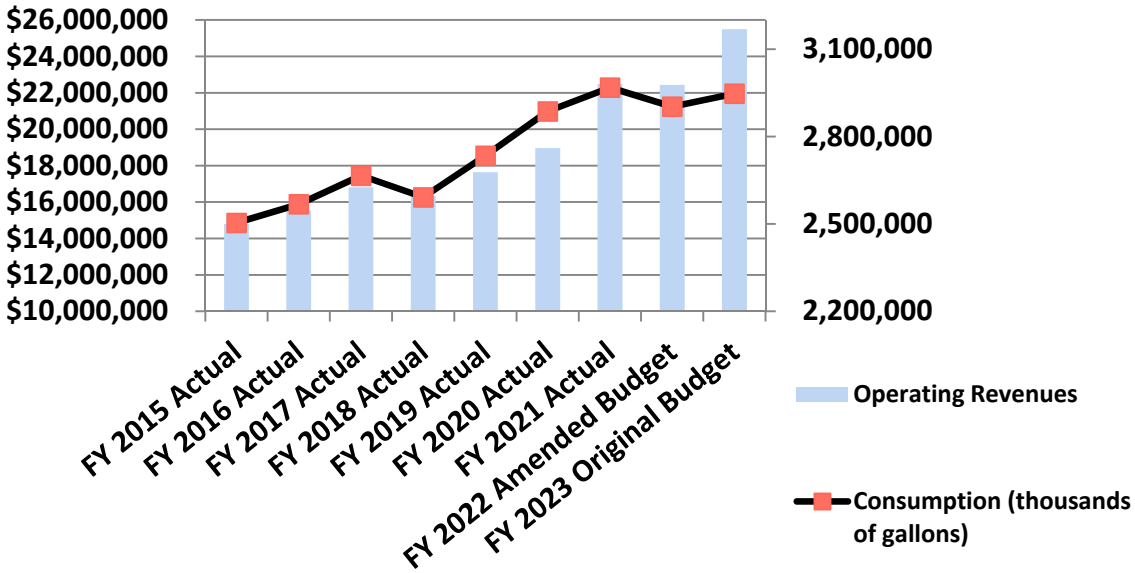
Based upon territorial boundries and the current look for infill of services, it is expected that electric customer services billed will increase by .4% FY 2022 to FY 2023.

ELECTRIC REVENUES

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
OPERATING REVENUES				
SALES OF ELECTRICITY:				
RESIDENTIAL SALES:				
Inside City	$ 24,793,058	$ 25,042,399	$ 24,954,000	$ 25,603,400
Outside City	6,045,076	6,118,544	6,096,000	6,254,400
GENERAL SERVICE:				
Inside City	29,245,914	30,142,633	29,984,500	30,781,900
Outside City	5,258,115	5,408,875	5,360,200	5,502,100
POWER COST ADJUSTMENT:				
Residential	(2,084,111)	(2,075,852)	6,715,397	7,280,307
General Service	(2,445,808)	(2,547,395)	8,009,775	10,013,675
UNBILLED SERVICE REVENUE	527,600	244,400	-	-
RENTAL LIGHTS:				
Residential	73,690	72,923	73,000	74,900
General Service	1,093,109	1,093,297	1,086,900	1,116,300
STREETLIGHTS & TRAFFIC SIGNALS	515,138	514,708	509,000	522,700
TOTAL	63,021,781	64,014,531	82,788,772	87,149,682
OTHER OPERATING REVENUES	564,150	813,338	880,900	908,000
TOTAL OPERATING REVENUES	63,585,931	64,827,870	83,669,672	88,057,682
NON-OPERATING REVENUES				
INVESTMENT INCOME	341,843	120,478	22,000	21,700
REVENUE FOR CITY BILLING	77,735	77,295	76,800	76,800
MISCELLANEOUS INCOME	10,008	93,174	1,500	1,500
GAIN (LOSS) ON DISPOSITION OF PROPERTY	-	-	8,400	-
GRANT REVENUE	87,445	15,874	-	-
TOTAL NON-OPERATING REVENUES	517,031	306,822	108,700	100,000
REVENUES BEFORE CAPITAL CONTRIBUTIONS	64,102,962	65,134,691	83,778,372	88,157,682
CAPITAL CONTRIBUTIONS				
CONTRIBUTED CAPITAL - CASH	318,609	245,259	261,600	261,600
CONTRIBUTED CAPITAL - NONCASH	83,797	84,013	84,000	84,000
TOTAL CAPITAL CONTRIBUTIONS	402,406	65,463,963	84,123,972	88,503,282
TOTAL REVENUES	$ 64,505,368	$ 65,463,963	$ 84,123,972	$ 88,503,282

WATER REVENUES

Water operating revenues and consumption are depicted in the chart below.



FY 2023 Water operating revenues are expected to increase by 17.1% when compared to the Amended FY 2022 levels. These revenues include the implementation of 10.0% adjustment to rates, approved by Resolution No. UA 2022-08, effective October 1, 2022. Bulk and General Service sales continue to remain steady through FY 2022 and FY 2023.

It is anticipated that consumption will decrease slightly for the Amended FY 2022 budget. However, the Amended FY 2022 is expected to increase 1.5% to FY 2023. It is estimated that FPUA will sell approximately 2.9 billion gallons of water in FY 2023. Based upon these unit sales at current rates, water sales revenue for FY 2023 will be approximately $23.4 million.

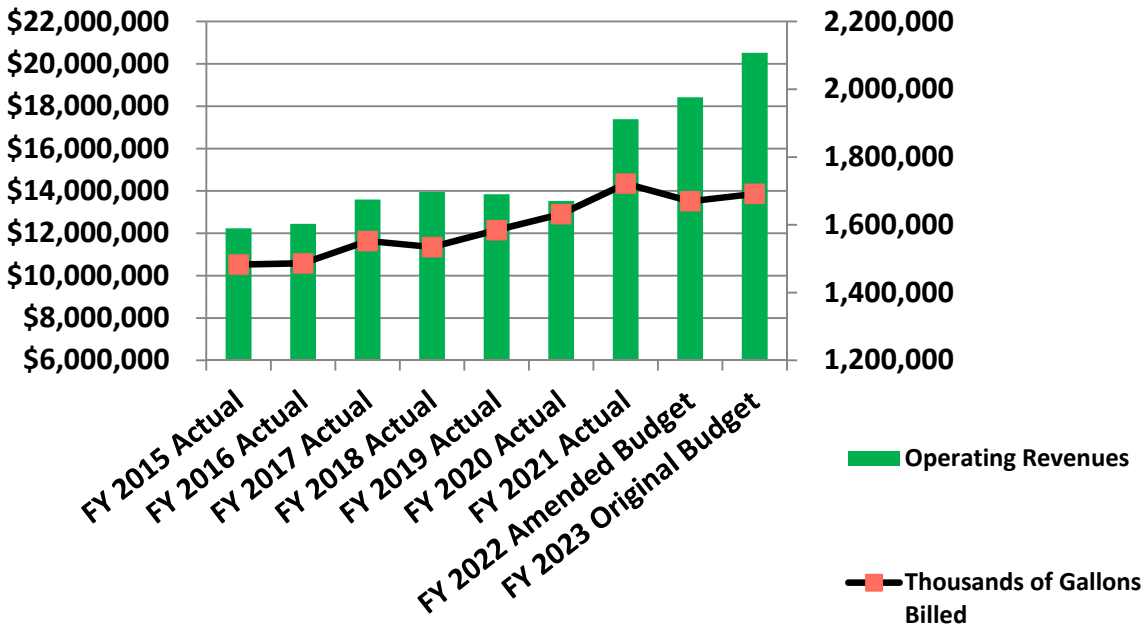
New development has begun, coupled with expansion projects, the number of water customer services billed is projected to increase by 1.6% from FY 2022 to FY 2023.

WATER REVENUES

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
OPERATING REVENUES				
SALES OF WATER:				
RESIDENTIAL SALES:				
Inside City	$ 5,335,662	$ 5,631,350	$ 5,798,400	$ 6,857,300
Outside City	2,097,532	2,207,832	2,275,000	2,609,600
GENERAL SERVICE:				
Inside City	5,869,512	6,145,423	6,297,000	7,446,800
Outside City	3,096,041	3,205,899	3,335,700	3,864,900
UNBILLED SERVICE REVENUE	22,500	75,200	-	-
SALES FOR RESALE	2,203,655	2,185,553	2,022,400	2,390,500
UNMETERED FIRE PROTECTION	171,593	177,377	181,900	215,000
TOTAL	18,796,495	19,628,634	19,910,400	23,384,100
OTHER OPERATING REVENUES	171,082	193,108	246,800	233,000
TOTAL OPERATING REVENUES	18,967,577	19,821,742	20,157,200	23,617,100
NON-OPERATING REVENUES				
INVESTMENT INCOME	81,786	28,873	4,400	4,400
GRANT REVENUE	21,214	23,201	-	-
REVENUE FOR CITY BILLING	56,361	56,778	57,200	57,200
MISCELLANEOUS INCOME	9,228	7,560	8,500	8,500
TOTAL NON-OPERATING REVENUES	168,589	116,411	70,100	70,100
REVENUES BEFORE CAPITAL CONTRIBUTIONS	19,136,166	19,938,153	20,227,300	23,687,200
CAPITAL CONTRIBUTIONS				
CAPITAL IMPROVEMENT CHARGES	398,608	1,062,827	703,000	610,500
CAPACITY REDUCTIONS	(11,728)	-	-	-
CONTRIBUTED CAPITAL - CASH	400,622	496,012	888,100	594,900
CONTRIBUTED CAPITAL - NONCASH	758,645	990,871	616,100	600,000
TOTAL CAPITAL CONTRIBUTIONS	1,546,147	2,549,710	2,207,200	1,805,400
TOTAL REVENUES	$ 20,682,313	$ 22,487,863	$ 22,434,500	$ 25,492,600

WASTEWATER REVENUES

Wastewater operating revenues and gallons billed are depicted in the chart below.



Total FY 2023 Wastewater operating revenues are up when compared with the Amended FY 2022, increasing with the planned implementation of rate a adjustment, approved by Resolution No. UA 2022-09, effective October 1, 2022 of 10%.

It is estimated that FPUA will bill approximately 1.7 billion gallons during FY 2023. With rate increases in place, wastewater charges for FY 2023 are estimated to be $16.8 million. Wastewater volumes typically follow the trend set by water consumption. Expansion projects planned for septic to sewer converions are escpected to increase revenue.

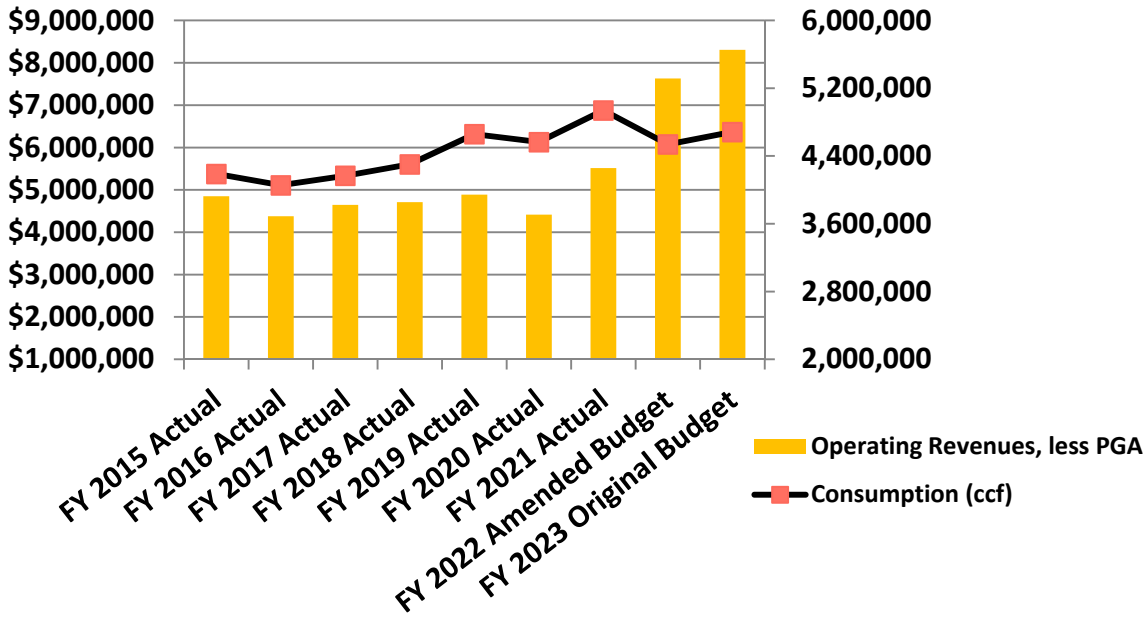
New development has begun, coupled with expansion projects the number of wastewater customer services billed, is anticipated to increase by 1.3% FY 2022 to FY 2023.

WASTEWATER REVENUES

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
OPERATING REVENUES				
WASTEWATER CHARGES:				
RESIDENTIAL:				
Inside City	$ 5,263,295	$ 5,462,105	$ 5,654,000	$ 6,686,000
Outside City	655,631	675,248	700,600	804,000
GENERAL SERVICE:				
Inside City	5,489,329	5,820,182	5,885,300	6,958,000
Outside City	1,079,980	1,104,315	1,149,500	1,318,000
REVENUE FROM ST. LUCIE COUNTY	817,723	944,911	874,000	1,031,000
UNBILLED SERVICE REVENUE	55,400	52,100	-	-
TOTAL	13,361,358	14,058,861	14,263,400	16,797,000
OTHER OPERATING REVENUES	165,754	196,316	284,300	284,300
TOTAL OPERATING REVENUES	13,527,112	14,255,178	14,547,700	17,081,300
NON-OPERATING REVENUES				
INVESTMENT INCOME	61,967	22,069	3,700	3,700
REVENUE FOR CITY BILLING	41,694	41,895	42,100	42,100
GRANT REVENUE	26,084	26,487	1,960,000	2,050,000
MISCELLANEOUS INCOME	952	829	3,000	3,000
TOTAL NON-OPERATING REVENUES	130,697	91,280	2,008,800	2,098,800
REVENUES BEFORE CAPITAL CONTRIBUTIONS	13,657,809	14,346,457	16,556,500	19,180,100
CAPITAL CONTRIBUTIONS				
CAPITAL IMPROVEMENT CHARGES	653,846	1,334,599	1,200,300	679,000
CAPACITY REDUCTIONS	(14,367)	-	-	-
CONTRIBUTED CAPITAL - CASH	-	61,797	60,379	60,379
CONTRIBUTED CAPITAL - NONCASH	771,260	1,643,276	606,200	600,000
TOTAL CAPITAL CONTRIBUTIONS	1,410,739	3,039,673	1,866,879	1,339,379
TOTAL REVENUES	$ 15,068,548	$ 17,386,130	$ 18,423,379	$ 20,519,479

NATURAL GAS

Natural Gas operating revenues and consumption are depicted in the chart below.



The increase in the FY 2022 projected revenues over the actual FY 2021 relates mostly to the increase in Natural Gas purchases for resale. Budgeted operating revenues for Natural Gas in FY 2023 are expected to be slightly higher than the Amended FY 2022 levels with the planned implementation of a rate adjustment, approved by Resolution No. UA 2022-07, effective October 1, 2022 of 4.53%.

Staff estimates that FPUA will purchase approximately 4,935,000 ccf in FY 2022 and approximately 5,070,000 ccf in FY 2023. At current rates, natural gas sales revenues for FY 2023 will be approximately $8.1 million.

Based upon a review of historical customer statistics and the most recent plans for new development, it is expected that natural gas customer services billed will increase by 4.1% from FY 2022 to FY 2023. FPUA continues to promote commercial and residential natural gas usage. Expansion of the Natural Gas service area is expected to bring additional manufacturing customers to Fort Pierce. The completion in the next one to two years of the new gate station will increase the gas customer base. Development is happening and the trend is anticipated to continue for the next several years.

NATURAL GAS REVENUES

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
OPERATING REVENUES				
SALES OF NATURAL GAS:				
RESIDENTIAL SALES:				
Inside City	$ 1,081,261	$ 1,093,895	$ 1,126,800	$ 1,204,900
Outside City	181,827	185,123	187,200	200,100
GENERAL SERVICE:				
Inside City	2,212,610	2,435,954	2,242,600	2,396,100
Outside City	524,248	673,869	756,500	810,200
CONTRACT SALES:				
Commercial	220,544	241,625	322,600	322,600
Industrial	173,402	167,992	192,300	192,300
HEAT ONLY:				
Residential	6,261	6,373	6,000	6,500
General Service	2,225	2,328	1,900	2,000
PURCHASED GAS ADJUSTMENT:				
Residential	(84,404)	(41,925)	122,600	187,000
General Service	19,529	378,310	2,444,300	2,794,000
COMPRESSED NATURAL GAS	12,299	19,368	20,400	20,400
UNBILLED SERVICE REVENUE	21,600	58,500	-	-
TOTAL	4,371,402	5,221,413	7,423,200	8,136,100
OTHER OPERATING REVENUES	43,461	39,812	39,900	34,800
TOTAL OPERATING REVENUES	4,414,863	5,261,224	7,463,100	8,170,900
NON-OPERATING REVENUES				
INVESTMENT INCOME	(264,008)	8,991	1,900	1,900
REVENUE FOR CITY BILLING	11,223	11,064	10,900	10,900
GAS PIPING & APPLIANCE SALES	151,556	173,664	196,100	196,000
GAS PIPING & APPLIANCE COSTS	(102,995)	(127,379)	(173,700)	(173,700)
MISCELLANEOUS INCOME	204	10	400	400
GRANT REVENUE	-	6,451	-	-
TOTAL NON-OPERATING REVENUES	(204,020)	72,801	35,600	35,500
REVENUES BEFORE CAPITAL CONTRIBUTIONS	4,210,843	5,334,025	7,498,700	8,206,400
CONTRIBUTED CAPITAL - CASH	23,792	179,216	132,400	100,000
TOTAL REVENUES	$ 4,234,635	$ 5,513,241	$ 7,631,100	$ 8,306,400

MANATEE OBSERVATION & EDUCATION CENTER REVENUES

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
OPERATING REVENUES				
FPUA CONTRIBUTION	$ 292,575	$ 245,359	$ 176,272	$ 259,830
GIFT SHOP SALES	92,758	75,980	177,008	145,001
BOAT TOURS	10,072	7,993	24,837	20,500
DONATIONS	3,633	3,078	6,300	5,125
ADMISSIONS	12,122	10,202	31,415	44,075
TEACHING INCOME & CAMPS	14,085	22,296	10,349	25,000
MEMBERSHIPS	630	230	680	500
FUND RAISING INCOME	3,083	542	1,000	3,100
TOTAL OPERATING REVENUES	428,958	365,680	427,861	503,131
NON-OPERATING REVENUES				
GRANT REVENUE	24,464	25,274	42,514	54,875
GAIN (LOSS) ON DISPOSITION OF PROPERTY	3,920	5,270	52,500	55,000
TOTAL NON-OPERATING REVENUES	28,384	30,545	95,014	109,875
CONTRIBUTED CAPITAL - NONCASH	9,288	-	-	-
TOTAL REVENUES	$ 466,630	$ 396,225	$ 522,875	$ 613,006

FPUAnet COMMUNICATIONS REVENUES

	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
OPERATING REVENUES				
DEDICATED INTERNET ACCESS	$ 190,718	$ 189,233	$ 220,000	$ 303,000
FIBER BANDWIDTH CONNECTIONS	123,675	125,341	180,000	199,500
COMMERICAL	-	-	5,000	280,000
RESIDENTIAL	-	-	-	20,000
DARK FIBER TRANSMISSION	32,523	45,696	355,000	595,000
WIRELESS BROADBAND INTERNET ACCESS	17,681	17,305	3,000	3,000
WIRELESS BANDWIDTH CONNECTIONS	5,084	3,502	4,000	4,000
OTHER OPERATING REVENUES	1,556	1,818	2,000	2,000
TOTAL OPERATING REVENUES	371,237	382,895	769,000	1,406,500
NON-OPERATING REVENUES				
SMART CITY INITIATIVE	-	-	-	10,000
REVENUE FOR CITY BILLING	187	168	200	200
GRANT REVENUE	-	6	-	-
TOTAL NON OPERATING REVENUES	187	174	200	10,200
CONTRIBUTED CAPITAL - CASH	-	12,647	696,000	15,000
TOTAL REVENUES	$ 371,424	$ 395,716	$ 1,465,200	$ 1,431,700

TREASURE COAST ENERGY CENTER REVENUES

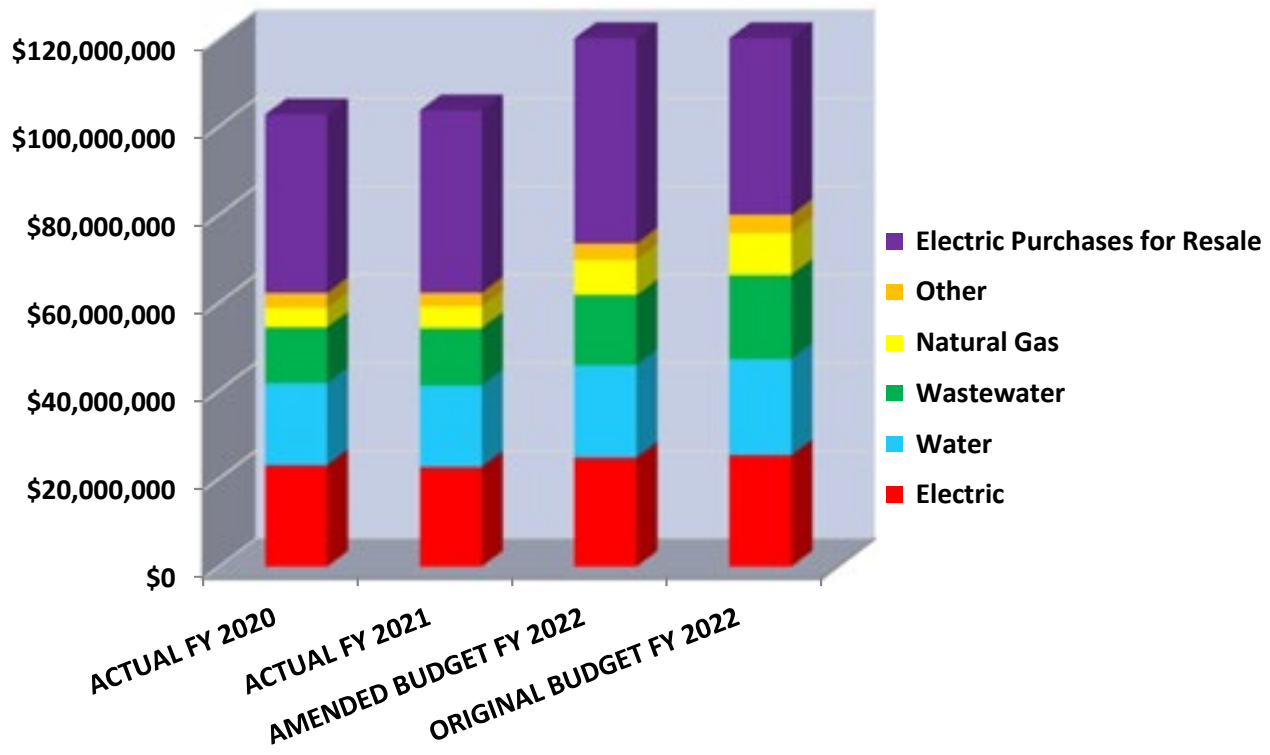
	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
NON-OPERATING REVENUES				
FMPA O&M CONTRACT INCOME	$ 2,331,767	$ 1,967,615	$ 1,938,525	$ 1,978,699
TOTAL NON-OPERATING REVENUES	2,331,767	1,967,615	1,938,525	1,978,699
TOTAL REVENUES	$ 2,331,767	$ 1,967,615	$ 1,938,525	$ 1,978,699

FPUA
COMMUNITY PROUD

OPERATIONS AND MAINTENANCE EXPENSES BY DEPARTMENT

Department Name	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
01 - MOEC	$ 462,754	$ 395,990	$ 522,559	$ 609,856
02 - Treasure Coast Energy Center	2,331,767	1,967,615	1,938,525	1,978,699
10 - Board	89,769	99,324	125,811	126,919
11 - Director of Utilities	354,881	307,502	507,124	382,149
12 - Attorney	130,108	133,588	138,988	144,124
14 - Regulatory Affairs	280,589	362,478	558,380	625,587
15 - Human Resources	370,015	384,702	427,067	460,685
18 - Safety	216,752	166,903	200,896	242,295
21 - Finance	1,626,583	1,536,286	2,909,929	1,643,328
22 - Materials Management	676,427	632,161	767,784	786,000
31 - Director of Utility Support Services	353,689	288,433	356,446	301,192
32 - Information Technology Services	2,918,151	3,039,591	3,703,484	4,484,144
35 - Facilities	800,611	783,181	1,009,288	1,162,423
39 - Administrative & General - MOEC	3,919	235	316	3,150
41 - Community Relations	188,671	183,173	250,449	307,518
43 - Customer Service	2,148,859	2,099,360	2,323,461	2,507,087
46 - Geospatial Technology Services	-	-	244,499	479,613
49 - Administrative & General - Administration	109,677	107,528	91,169	1,092,427
51 - Director of Electric & Gas Systems	310,635	278,238	302,244	325,634
53 - Electric Purchases for Resale	40,480,433	41,320,086	63,000,000	62,000,000
54 - Electric Transmission & Distribution	8,469,669	8,316,159	9,030,187	9,253,034
55 - Electric Operations	2,163,686	2,125,817	2,169,560	2,489,689
56 - Electric & Gas Engineering	1,293,969	1,164,137	1,297,642	1,253,174
59 - Administrative & General - Electric	7,613,250	7,744,817	7,609,645	7,638,801
61 - Dir of Water/Wastewater Systems	198,848	214,049	498,818	565,989
62 - Water Resources	7,227,858	7,240,432	8,198,801	8,427,039
64 - Water Distribution	5,394,987	5,360,314	5,598,278	5,713,605
66 - Water/Wastewater Engineering	1,170,984	1,081,487	1,207,267	1,470,602
69 - Administrative & General - Water	2,431,205	2,427,825	2,489,206	2,716,048
74 - Gas Operations	1,935,028	1,906,943	2,044,607	2,215,228
75 - Gas Purchases for Resale	1,365,287	1,970,546	4,500,000	5,600,000
79 - Administrative & General - Gas	505,050	484,596	638,761	879,813
82 - Water Reclamation	3,674,826	3,723,195	4,311,304	4,267,191
84 - Wastewater Collection	4,953,537	5,266,538	5,499,072	5,675,815
89 - Administrative & General - Wastewater	1,554,725	1,495,760	2,681,647	5,572,718
93 - FPUAnet Communications	366,725	548,667	919,026	1,087,034
95 - FPUAnet Purchases for Resale	79,024	78,191	105,000	125,000
99 - Administrative & General - FPUAnet	28,197	22,977	33,030	109,771
Grand Total	$ 104,281,145	$ 105,258,824	$ 138,210,270	$ 144,723,381

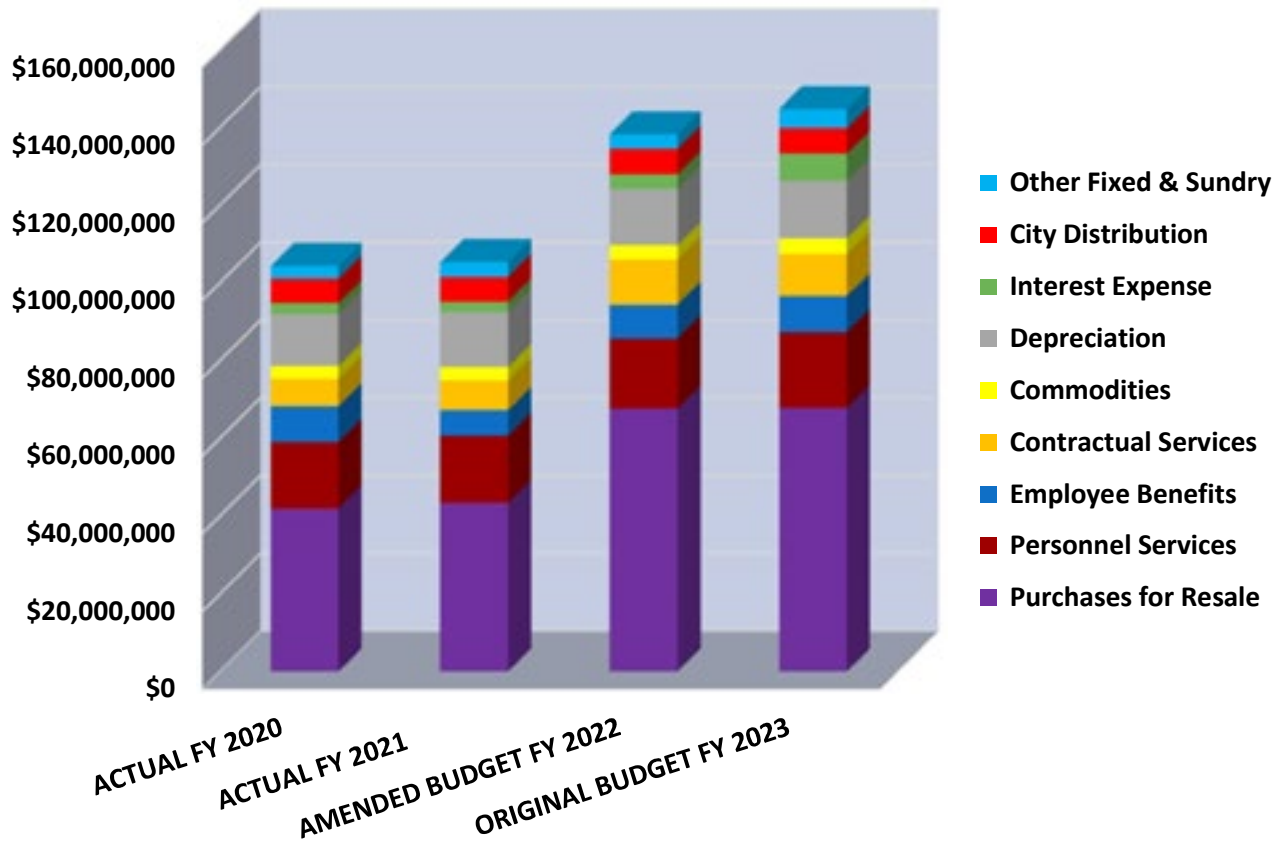
OPERATIONS & MAINTENANCE EXPENSES BY SYSTEM



	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2022
Electric	$ 23,080,514	$ 22,666,773	$ 24,804,356	$ 25,348,144
Electric Purchases for Resale	40,480,433	41,320,086	63,000,000	62,000,000
Water	18,663,650	18,566,881	21,039,598	21,863,409
Wastewater	12,686,201	13,012,001	15,921,557	19,101,881
Natural Gas	4,451,699	4,958,396	8,002,661	9,544,406
Other	3,353,965	3,088,618	3,681,074	4,104,517
TOTAL, net	$ 102,716,462	$ 103,612,755	$ 136,449,246	$ 141,962,357

NOTE: Excludes capitalized labor and overhead, and unallocated contingency

OPERATIONS & MAINTENANCE EXPENSES BY CATEGORY



Type	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
Purchases for Resale	$ 41,924,744	$ 43,368,618	$ 67,609,000	$ 67,727,000
Personnel Services	17,084,815	17,248,660	18,078,649	19,577,040
Employee Benefits	9,196,244	6,557,416	8,648,186	9,253,710
Contractual Services	6,987,102	7,678,518	11,715,880	10,888,323
Commodities	3,374,795	3,427,084	3,589,189	3,964,169
Depreciation	13,383,902	14,263,510	14,520,000	14,760,000
Interest Expense	2,824,893	2,584,865	3,745,680	7,084,673
City Distribution	6,276,267	6,342,445	6,524,408	6,519,114
Other Fixed & Sundry	3,228,383	3,787,708	3,779,278	4,949,352
TOTAL	$ 104,281,145	$ 105,258,824	$ 138,210,270	$ 144,723,381

OPERATIONS & MAINTENANCE EXPENSES BY OBJECT CODE

Object Code		ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 16,162,871	$ 16,070,336	$ 16,935,149	$ 18,427,040
1020	Overtime	921,944	1,178,324	1,143,500	1,150,000
	Personnel Services Total	17,084,815	17,248,660	18,078,649	19,577,040
	EMPLOYEE BENEFITS				
4050	Retirement	3,693,768	639,930	2,745,100	3,162,463
4060	FICA	1,245,242	1,258,107	1,373,827	1,488,087
4070	Employees' Insurance	4,056,748	4,445,484	4,294,259	4,368,160
4090	Vacation Pay Expense	168,778	(9,296)	-	-
4100	Sick Pay Expense	(198,225)	25,799	-	-
4110	Net OPEB Expense	6,611	4,232	10,000	10,000
4600	Workers' Compensation	218,090	192,371	215,000	215,000
4640	Unemployment Claims	5,232	789	10,000	10,000
	Employee Benefits Total	9,196,244	6,557,416	8,648,186	9,253,710
	CONTRACTUAL SERVICES				
2110	Advertising	70,591	62,611	84,826	85,232
2122	Rentals	66,534	75,679	86,170	77,878
2131	Maintenance of Structures	53,806	77,196	97,440	174,848
2132	Maintenance of Vehicles	140,614	227,804	212,415	187,668
2133	Maintenance of Equipment	105,451	234,328	205,356	208,690
2139	Maintenance/Service Contracts	3,403,150	3,482,146	4,453,068	4,418,557
2140	Postage	205,620	201,011	217,413	211,956
2151	Printing	57,492	60,170	90,409	92,220
2161	Professional Fees - Audit	47,880	49,470	49,470	51,000
2164	Professional Fees - Consult/Eng	143,492	322,850	2,133,197	851,900
2165	Temporary Labor	11,687	18,399	17,000	33,000
2166	Professional Fees - Other	45,840	55,939	316,692	185,019
2170	Training	241,250	190,431	368,170	380,455
2171	Travel	6,278	2,541	14,100	13,056
2172	Car Allowance	145,716	146,244	149,842	154,380
2190	Communications	185,710	220,129	434,542	759,158
2200	Utilities	1,877,858	2,057,872	2,400,700	2,641,000
2230	Employee Relations	31,588	42,206	80,727	63,079
2240	Business Relations	944	584	8,680	9,040
2250	Community Relations	43,020	51,290	175,590	167,100
2260	Memberships - Professional	76,369	72,775	83,622	84,636
2262	Memberships - Civic	23,755	24,370	34,051	36,051
2290	Billing - Housing Authority	2,457	2,473	2,400	2,400
	Contractual Services Total	6,987,102	7,678,518	11,715,880	10,888,323
	PURCHASES FOR RESALE				
3360	Purchases for Resale	41,924,744	43,368,618	67,609,000	67,727,000
	Purchases for Resale Total	41,924,744	43,368,618	67,609,000	67,727,000

OPERATIONS & MAINTENANCE EXPENSES BY OBJECT CODE

Object Code		ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	COMMODITIES				
3311	Office Supplies	76,728	97,640	85,311	77,060
3313	Subscriptions	14,666	24,615	10,997	21,645
3316	Operating Supplies	1,843,861	1,751,146	1,669,055	1,953,192
3320	Chemicals	1,064,631	1,091,302	1,297,440	1,417,440
3331	Vehicle Supplies	304,126	370,162	416,242	395,527
3340	Small Tools	70,783	92,219	110,144	99,305
	Commodities Total	3,374,795	3,427,084	3,589,189	3,964,169
	FIXED & SUNDRY				
4010	Cost of Goods Sold	44,207	34,413	97,600	84,000
4015	Sales Discounts	4,283	2,037	10,780	7,500
4020	Cash (Over) Short	(231)	(2,302)	294	300
4080	Employee Suggestions & Awards	9,675	9,513	11,270	11,270
4509	Other Taxes	38,601	38,623	38,667	40,600
4510	Gross Receipts Tax	1,567,391	1,664,719	1,765,300	1,853,600
4520	Licenses & Permits	45,012	55,050	70,190	75,206
4531	Contributions - Civic	292,575	245,359	176,272	259,830
4610	Insurance - Prop/Liability	644,590	798,021	837,905	873,046
4666	Inventory Adjustments	812	21,452	20,000	5,000
4700	Utility Bad Debt Expense	223,582	413,956	300,000	300,000
5730	Bank Charges	384,458	477,558	506,000	500,000
9005	Duplicate Charges	(51,389)	(54,002)	(55,000)	(61,000)
	Fixed & Sundry Total	3,203,566	3,704,397	3,779,278	3,949,352
	INTEREST EXPENSES				
5721	Interest - Bonds	2,737,045	2,483,398	3,716,139	7,263,767
5723	Interest - Deposits	65,773	80,042	77,497	77,500
5729	Interest - Other	-	-	600	600
5731	Amortization of Bond Discounts	22,075	21,425	(48,556)	(257,194)
	Interest Expenses Total	2,824,893	2,584,865	3,745,680	7,084,673
	MISCELLANEOUS				
5710	Storm Expenses	24,817	83,311	-	-
9000	Distribution to City of Fort Pierce	6,276,267	6,342,445	6,524,408	6,519,114
9010	Contingency	-	-	-	1,000,000
9030	Depreciation	13,383,902	14,263,510	14,520,000	14,760,000
	Miscellaneous Total	19,684,986	20,689,266	21,044,408	22,279,114
	Grand Total	$ 104,281,145	$ 105,258,824	$ 138,210,270	$ 144,723,381

ALLOCATION DISTRIBUTION

AMENDED BUDGET FY 2022

	DEPARTMENTS	CAPITAL OR UNALLOC. CONTING.	ELECTRIC	WATER	NATURAL GAS	WASTEWATER	FPUAnet	OTHER	TOTAL
01	MOEC	$ -	$ -	$ -	$ -	$ -	$ -	$ 522,559	$ 522,559
02	Treasure Coast Energy Center	-	-	-	-	-	-	1,938,525	1,938,525
10	Board	4,678	49,726	36,982	7,074	27,248	103	-	125,811
11	Director of Utilities	16,846	168,606	158,262	38,928	108,940	15,542	-	507,124
12	Attorney	6,357	54,446	40,492	7,746	29,834	113	-	138,988
14	Regulatory Affairs	11,145	224,645	167,071	31,959	123,095	465	-	558,380
15	Human Resources	52,521	128,807	120,903	29,739	83,224	11,873	-	427,067
18	Risk Management	10,209	78,279	58,217	11,136	42,893	162	-	200,896
21	Finance	76,183	1,163,280	865,143	165,491	637,423	2,409	-	2,909,929
22	Materials Management	513,010	104,661	66,343	59,999	22,777	994	-	767,784
31	Director of Utility Support Services	14,069	117,744	110,519	27,185	76,076	10,853	-	356,446
32	Information Technology Services	134,882	1,227,242	1,151,945	283,347	792,943	113,125	-	3,703,484
35	Facilities	39,398	379,421	301,054	62,558	217,352	9,505	-	1,009,288
39	Administrative & General	-	-	-	-	-	-	316	316
41	Community Relations	9,528	98,900	73,553	14,070	54,193	205	-	250,449
43	Customer Service	-	953,804	709,353	135,690	522,639	1,975	-	2,323,461
46	Geospatial Technology	-	84,083	78,924	19,413	54,328	7,751	-	244,499
49	Administrative & General	4,263	29,887	28,053	6,900	19,311	2,755	-	91,169
51	Director of Electric & Gas Systems	11,275	290,969	-	-	-	-	-	302,244
53	Electric Purchases for Resale	-	63,000,000	-	-	-	-	-	63,000,000
54	Electric Transmission & Distribution	457,178	8,573,009	-	-	-	-	-	9,030,187
55	Electric Operations	-	2,169,560	-	-	-	-	-	2,169,560
56	Electric & Gas Engineering	-	1,297,642	-	-	-	-	-	1,297,642
59	Administrative & General	-	7,609,645	-	-	-	-	-	7,609,645
61	Director of W/WW Systems	-	-	299,291	-	199,527	-	-	498,818
62	Water Resources	2,109	-	8,196,692	-	-	-	-	8,198,801
64	Water Distribution	195,421	-	5,402,857	-	-	-	-	5,598,278
66	W/WW Engineering	66,037	-	684,738	-	456,492	-	-	1,207,267
69	Administrative & General	-	-	2,489,206	-	-	-	-	2,489,206
74	Gas Operations	81,942	-	-	1,962,665	-	-	-	2,044,607
75	Gas Purchases for Resale	-	-	-	4,500,000	-	-	-	4,500,000
79	Administrative & General	-	-	-	638,761	-	-	-	638,761
82	Water Reclamation	2,504	-	-	-	4,308,800	-	-	4,311,304
84	Wastewater Collection	36,257	-	-	-	5,462,815	-	-	5,499,072
89	Administrative & General	-	-	-	-	2,681,647	-	-	2,681,647
93	FPUAnet Communications	15,212	-	-	-	-	903,814	-	919,026
95	FPUAnet Purchases for Resale	-	-	-	-	-	105,000	-	105,000
99	Administrative & General	-	-	-	-	-	33,030	-	33,030
	TOTALS	**$ 1,761,024**	**$ 87,804,356**	**$ 21,039,598**	**$ 8,002,661**	**$ 15,921,557**	**$ 1,219,674**	**$ 2,461,400**	**$ 138,210,270**

ALLOCATION DISTRIBUTION

ORIGINAL BUDGET FY 2023

	DEPARTMENTS	CAPITAL OR UNALLOC. CONTING.	ELECTRIC	WATER	NATURAL GAS	WASTEWATER	FPUAnet	OTHER	TOTAL
01	MOEC	$ -	$ -	$ -	$ -	$ -	$ -	$ 609,856	$ 609,856
02	Treasure Coast Energy Center	-	-	-	-	-	-	1,978,699	1,978,699
10	Board	4,678	50,181	37,320	7,139	27,497	104	-	126,919
11	Director of Utilities	16,846	125,628	117,920	29,005	81,170	11,580	-	382,149
12	Attorney	6,357	56,556	42,060	8,046	30,989	117	-	144,125
14	Regulatory Affairs	11,145	252,235	187,589	35,883	138,213	522	-	625,587
15	Human Resources	52,521	140,368	131,755	32,408	90,694	12,939	-	460,685
18	Risk Management	10,209	95,274	70,856	13,554	52,205	197	-	242,295
21	Finance	76,183	643,329	478,449	91,521	352,514	1,332	-	1,643,328
22	Materials Management	513,010	112,144	71,087	64,289	24,405	1,065	-	786,000
31	Director of Utility Support Services	14,069	98,742	92,682	22,798	63,799	9,102	-	301,192
32	Information Technology Services	134,882	1,495,711	1,403,942	345,331	966,406	137,872	-	4,484,144
35	Facilities	39,398	439,327	348,587	72,435	251,670	11,006	-	1,162,423
39	Administrative & General	-	-	-	-	-	-	3,150	3,150
41	Community Relations	9,528	122,328	90,976	17,403	67,030	253	-	307,518
43	Customer Service	-	1,029,184	765,414	146,414	563,944	2,131	-	2,507,087
46	Geospatial Technology	-	164,939	154,819	38,081	106,570	15,204	-	479,613
49	Administrative & General	1,004,263	30,320	28,459	7,000	19,590	2,795	-	1,092,427
51	Director of Electric & Gas Systems	11,275	314,359	-	-	-	-	-	325,634
53	Electric Purchases for Resale	-	62,000,000	-	-	-	-	-	62,000,000
54	Electric Transmission & Distribution	457,178	8,795,856	-	-	-	-	-	9,253,034
55	Electric Operations	-	2,489,689	-	-	-	-	-	2,489,689
56	Electric & Gas Engineering	-	1,253,174	-	-	-	-	-	1,253,174
59	Administrative & General	-	7,638,801	-	-	-	-	-	7,638,801
61	Director of W/WW Systems	-	-	339,593	-	226,396	-	-	565,989
62	Water Resources	2,109	-	8,424,930	-	-	-	-	8,427,039
64	Water Distribution	195,421	-	5,518,184	-	-	-	-	5,713,605
66	W/WW Engineering	66,037	-	842,739	-	561,826	-	-	1,470,602
69	Administrative & General	-	-	2,716,048	-	-	-	-	2,716,048
74	Gas Operations	81,942	-	-	2,133,286	-	-	-	2,215,228
75	Gas Purchases for Resale	-	-	-	5,600,000	-	-	-	5,600,000
79	Administrative & General	-	-	-	879,813	-	-	-	879,813
82	Water Reclamation	2,504	-	-	-	4,264,687	-	-	4,267,191
84	Wastewater Collection	36,257	-	-	-	5,639,558	-	-	5,675,815
89	Administrative & General	-	-	-	-	5,572,718	-	-	5,572,718
93	FPUAnet Communications	15,212	-	-	-	-	1,071,822	-	1,087,034
95	FPUAnet Purchases for Resale	-	-	-	-	-	125,000	-	125,000
99	Administrative & General	-	-	-	-	-	109,771	-	109,771
	TOTALS	**$ 2,761,024**	**$ 87,348,144**	**$ 21,863,409**	**$ 9,544,406**	**$ 19,101,881**	**$ 1,512,812**	**$ 2,591,705**	**$ 144,723,381**

DIRECTOR OF UTILITIES

Javier Cisneros, P.E.

Director of
Electric & Gas Systems
Craig Crawford (Acting)

Director of
Water/Wastewater Systems
Bo Hutchinson, P.E.

Director of
Financial Administration
Barbara A. Mika, CGFO

Director of
Utility Support Services
Daniel Retherford, P.E.

Human Resources
Lois Wolfe, SHRM-CP
Manager

Community Relations
Judith A. Widmayer
Manager

Treasure Coast Energy Center
Edward S. Leongomez
Plant Manager

Department	ACTUAL 9/30/2020	ACTUAL 9/30/2021	AMENDED BUDGET 9/30/2022	ORIGINAL BUDGET 9/30/2023	CHANGE FROM 9/30/2022 TO 9/30/2023
02 Treasure Coast Energy Center	15 D	15 D	11 D	11 D	-
10 Board	5	5	5	5	-
11 Director of Utilities	2	2	2	2	-
12 Attorney	1	1	1	1	-
15 Human Resources	3 D	3 D	3 D	3 D	-
18 Safety	1 P	1 P	1 P	1 P	-
41 Community Relations	1	1	1 D	2	1
TOTAL FTE	**28**	**28**	**24**	**25**	**1**

D - Includes DROP participant employees
P - Excludes part-time positions

DIRECTOR OF UTILITIES

Department Description

The Director of Utilities is the Chief Executive Officer of FPUA. It is the Director's responsibility to execute the plans and decisions of the Board, thereby directing and coordinating the activities of all FPUA employees.

The Director ensures that all policies and resolutions passed by the Board are enforced and duly administered. In addition, the Director informs the Board of legislative matters, capital improvements, budget items, policies, and services offered to customers.

Directly reporting to the Director of Utilities are the Community Relations Manager, Director of Utility Support Services, Director of Electric & Gas Systems, Director of Financial Administration, Director of Water/Wastewater Systems, Human Resources, and Treasure Coast Energy Center.

Department Accomplishments

- Continued five-year rate planning effort to assure rate sufficiency of all utilities by making rate adjustments
- Served on the Florida Municipal Power Agency (FMPA) Board of Directors & Executive Committee responsible for making all final decisions for the projects of FMPA
- Facilitated the issuance of Utilities Refunding and Revenue Bonds, Series 2022A and Utilities Revenue Bonds, Series 2022B
- Created the Utilities Advisory Committee to foster open dialogue, discuss utility topics, address business concerns and engage the community in an effort to improve public relations and community outreach.
- Conducted town hall meetings regarding moving the Wastewater Treatment Plant
- Increased signature authority for Directors from $10,000 to $25,000 to streamline the purchasing process.

DIRECTOR OF UTILITIES

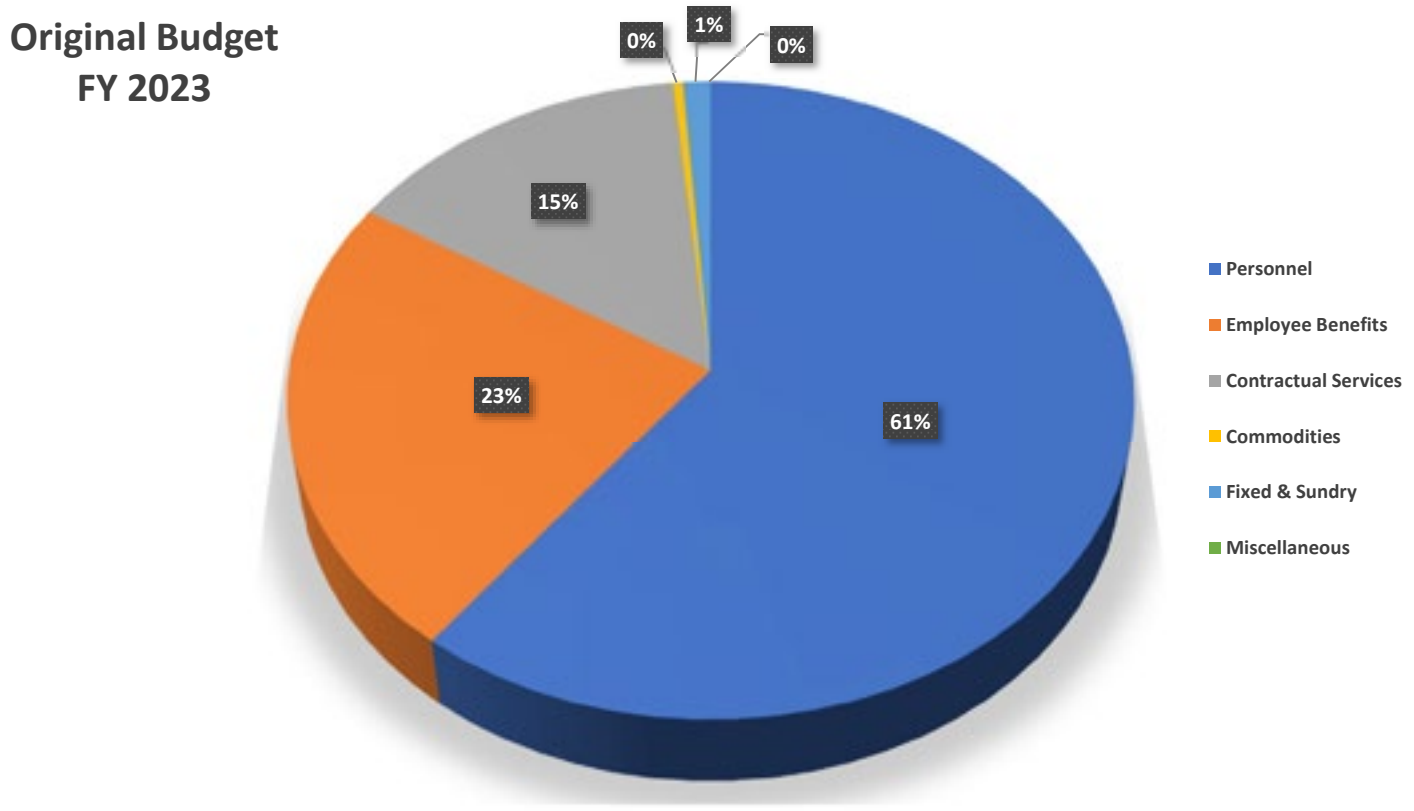
DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Serve as Chief Executive Officer of FPUA
		Direct and coordinate activities of all FPUA employees
		Establish general procedure to ensure all policies and resolutions passed by the Board are enforced and duly administered with controlled resources in an effort to enhance service delivery
	Competitive rates	Direct the budget and rate processes
	Customer Service	Inform the FPUA Board of legislative matters, capital improvements, budget items, policies, and services offered to customers
	FPUA Image	Maintain open lines of communication with City Commission and City staff regarding utility issues

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Director/direct report meetings	50	45	50	47	45	46	50
	Exempt staff meetings	5	2	5	1	5	3	4
	Accept annual independent audit	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	FMPA meetings	15	26	15	13	24	24	20
	Utility planning meetings with St. Lucie County, City of Port St. Lucie, and Economic Development Council	25	19	8	19	20	19	20
	Meetings with Mayor, Commissioners, or City Commission Meetings	20	4	10	3	10	4	10

BUDGET SUMMARY - DEPT 11

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 231,762	$ 260,099	$ 349,661	$ 231,016	$ (118,645)
Employee Benefits	102,016	21,496	115,528	89,242	(26,286)
Contractual Services	17,691	20,220	34,415	55,915	21,500
Commodities	943	2,271	3,495	1,580	(1,915)
Fixed & Sundry	2,469	3,416	4,025	4,396	371
Miscellaneous	-	-	-	-	-
TOTALS	**$ 354,881**	**$ 307,502**	**$ 507,124**	**$ 382,149**	**$ (124,975)**



DEPT. 11 - DIRECTOR OF UTILITIES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 231,762	$ 260,099	$ 349,661	$ 231,016
	Personnel Services Total	231,762	260,099	349,661	231,016
	EMPLOYEE BENEFITS				
4050	Retirement	53,517	9,776	59,163	41,490
4060	FICA	15,302	17,490	26,749	17,673
4070	Employees' Insurance	27,641	22,786	29,181	29,683
4090	Vacation Pay Expense	474	(6,062)	-	-
4100	Sick Pay Expense	4,707	(22,825)	-	-
4110	Net OPEB Expense	47	30	68	69
4600	Workers' Compensation	328	301	367	327
	Employee Benefits Total	102,016	21,496	115,528	89,242
	CONTRACTUAL SERVICES				
2110	Advertising	100	-	-	-
2139	Maintenance/Service Contracts	1,609	2,072	1,323	1,323
2140	Postage	68	-	-	-
2151	Printing	-	-	50	50
2164	Profess. Fees - Consulting/Eng.	-	-	2,500	25,000
2170	Training	-	1,302	5,500	5,500
2171	Travel	1,055	573	2,000	2,000
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	400	544	600	600
2230	Employee Relations	9,298	10,173	12,000	12,000
2240	Business Relations	1	259	2,000	2,000
2250	Community Relations	-	-	100	100
2260	Memberships - Professional	-	137	1,782	1,782
2262	Memberships - Civic	-	-	1,400	400
	Contractual Services Total	17,691	20,220	34,415	55,915
	COMMODITIES				
3311	Office Supplies	826	2,271	3,245	1,300
3313	Subscriptions	-	-	150	180
3316	Operating Supplies	117	-	100	100
	Commodities Total	943	2,271	3,495	1,580
	FIXED & SUNDRY				
4520	Licenses & Permits	-	89	-	89
4610	Property & Liab./Ins. & Uninsur.	2,469	3,327	4,025	4,307
	Fixed & Sundry Total	2,469	3,416	4,025	4,396
	Total	$ 354,881	$ 307,502	$ 507,124	$ 382,149

TREASURE COAST ENERGY CENTER

Department Description

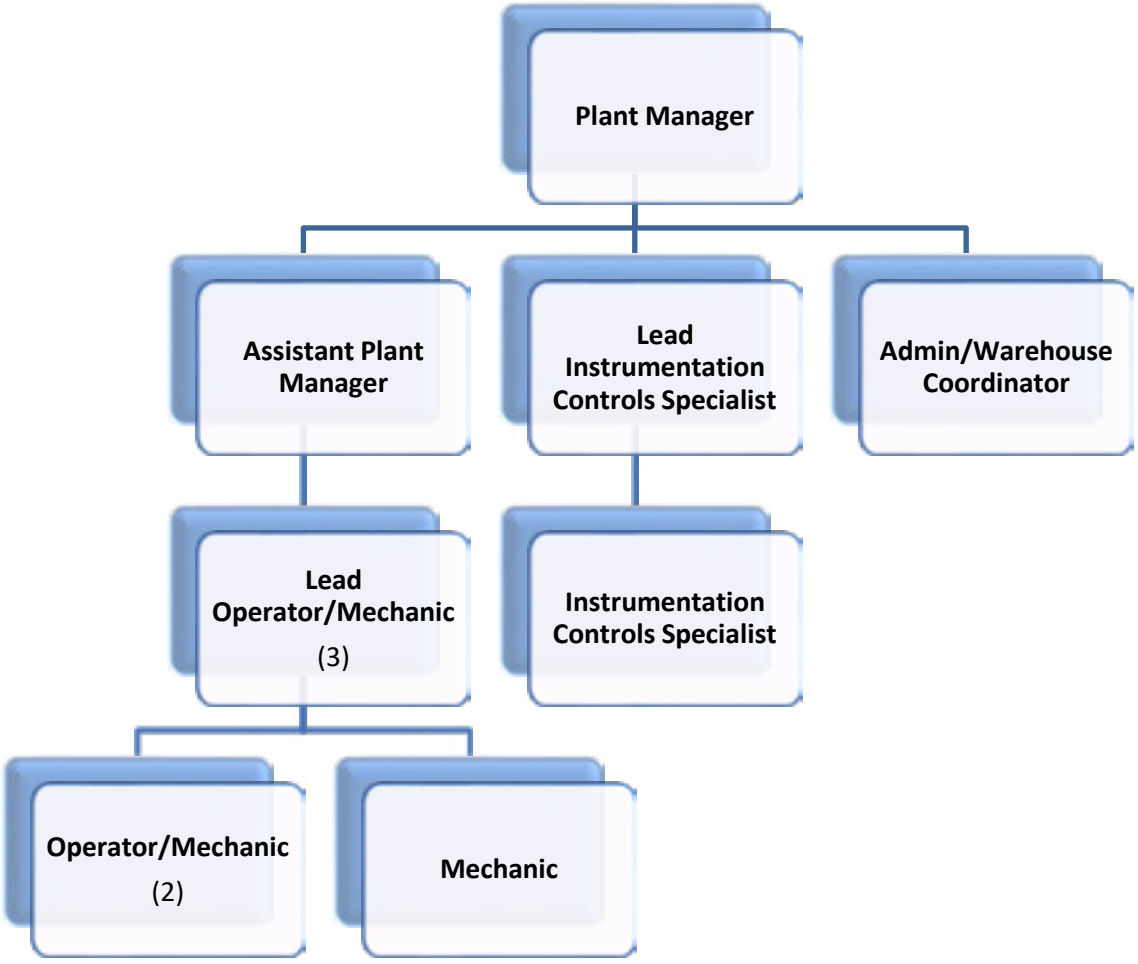
Treasure Coast Energy Center, a 300-megawatt natural gas-fired power plant, generates enough electricity to serve approximately 60,000 homes in 13 cities served by Florida Municipal Power Association's (FMPA's) All-Requirements Project. The cities include Fort Pierce, Clewiston, Bushnell, Fort Meade, Green Cove Springs, Town of Havana, Jacksonville Beach, Key West, Kissimmee, Leesburg, Newberry, Ocala and Starke. The plant is wholly owned by the All-Requirements Project and is operated under contract by Fort Pierce Utilities Authority.

The 69-acre Treasure Coast Energy Center site is located in the Midway Industrial Park, southwest of Fort Pierce, along Glades Cut-Off Road.

Departmental Accomplishments

- For fourteen (14) years, beginning May 31, 2008, the plant has consistently exceeded expectations for reliability, efficiency and environmental responsibility. Its accomplishments include:
  - Having an average forced outage factor of just over 1%, with less than 1,000 hours of unplanned repairs in the past 14 years. The national average is more than 2% per year
  - Having nitrogen oxide emissions 93% below the Florida average and 95% lower than the U.S. average. Sulfur dioxide emissions are 99% lower than both the Florida and U.S. averages
  - Contributing to a reduction in wholesale power costs. TCEC, along with low prices for natural gas, have enabled FMPA to decrease the cost of wholesale power by 26% since 2009
- Forced Outage Factor, (FOF), or unplanned unavailability, provides an indication of the percent of time the unit was unavailable for production. One forced outage day can cost $500,000 or greater in replacement power costs, by extension, one (1.0) percent FOF can cost $1,825,000 or greater. The projects implemented to address the root causes of FY 2016 forced outages reduced potential FOF 2.34% and so avoided between $854,100 and $1.28 million of replacement power costs to date.

TREASURE COAST ENERGY CENTER STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Plant Manager	1	1	1	-
Assistant Plant Manager	1	1	1	-
Lead Instrumentation Controls Specialist	1	1	1	-
Instrumentation Controls Specialist	2	1	1	-
Admin/Warehouse Coordinator	1	1	1	-
Lead Operator/Mechanic	4	3	3	-
Operator/Mechanic	4	2	2	-
Mechanic	1	1	1	-
TOTAL FTE	15	11	11	-

*The TCEC remains operating with 15 full-time positions. Four positions have transitioned to being employed by FMPA.

TREASURE COAST ENERGY CENTER

DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Safely operate and maintain, under contract, the Treasure Coast Energy Center (TCEC) which is wholly owned by FMPA's All Requirements Project (ARP); while adhering to all applicable federal, state and local laws concerning the operation and maintenance of electric power generating units.
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

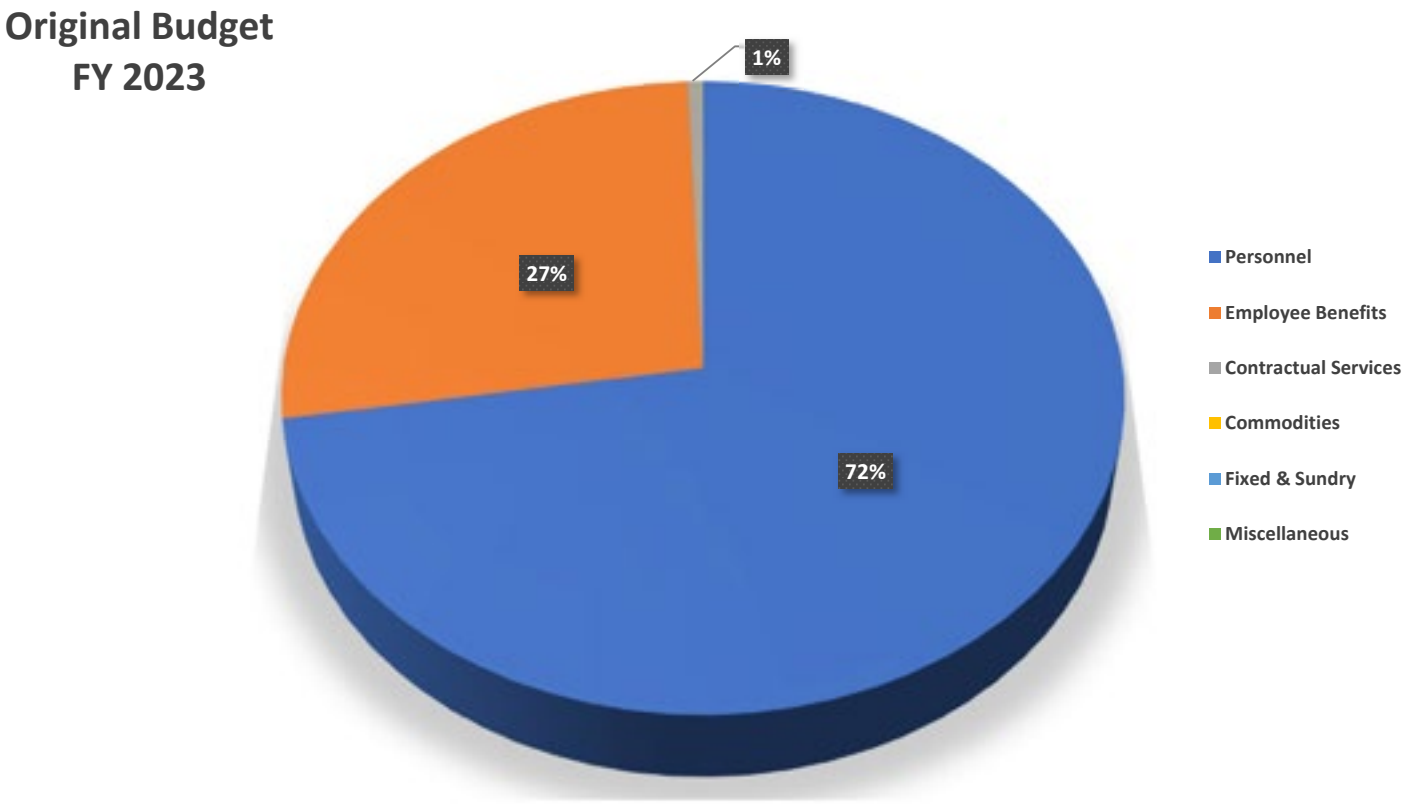
Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Megawatt Hours	2,000,000	2,635,500	2,000,001	1,807,698	2,000,003	2,000,000	2,000,000
	Period Hours	8,784	8,784	8,760	8,760	8,760	8,760	8,760
	Service Hours	8,000	8,267	8,200	7,822	8,200	8,000	8,000
	Forced Outage Hours	50	86	50	197	50	50	50
	Equivalent Availability Factor (EAF)	90.0%	94.1%	90.0%	89.3%	90.0%	90.0%	90.0%
	Forced Outage Factor (FOF)	≤1.00%	1.00%	≤1.00%	2.25%	≤1.00%	1.00%	≤1.00%
	Capacity Factor	*	71.4%	*	68.8%	*	70.0%	*
	Safety Frequency Rate (CY)	≤5.0	6.28	≤5.0	0	0	0	0
	Safety DART Rate (CY)	≤50	0	≤50	0	0	0	0

* Megawatt Hours, Capacity Factor, and Service Hours are system demand-controlled metrics.

1 TCEC EAF and FOF Goals are "Stretch Goals", System EAF Goal is 88%, System FOF Goal is 2%.

BUDGET SUMMARY - DEPT 2

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 1,714,227	$ 1,539,231	$ 1,417,876	$ 1,433,607	$ 15,731
Employee Benefits	605,895	391,588	508,065	532,473	24,408
Contractual Services	10,320	10,320	11,055	11,055	-
Commodities	825	976	1,029	1,029	-
Fixed & Sundry	500	25,500	500	535	35
Miscellaneous	-	-	-	-	-
TOTALS	**$ 2,331,767**	**$ 1,967,615**	**$ 1,938,525**	**$ 1,978,699**	**$ 40,174**



DEPT. 02 - TREASURE COAST ENERGY CENTER

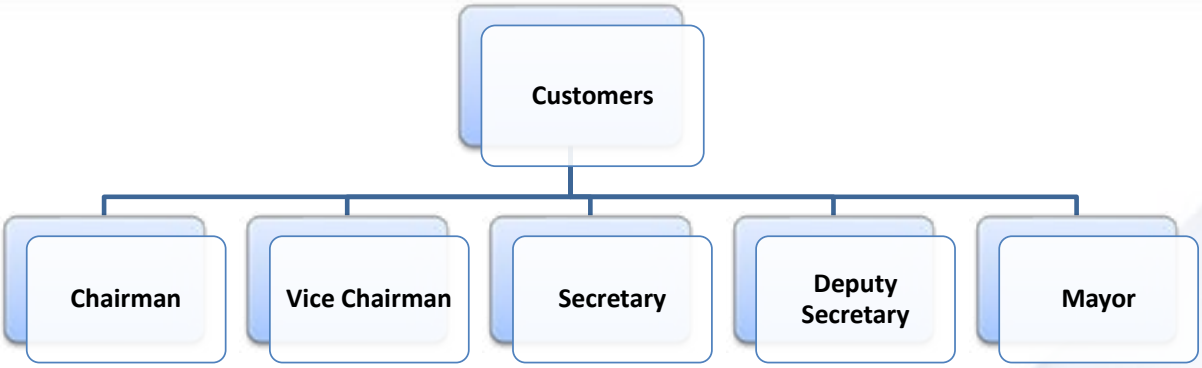
OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,446,560	$ 1,245,865	$ 1,117,876	$ 1,133,607
1020	Overtime	267,667	293,366	300,000	300,000
	Personnel Services Total	1,714,227	1,539,231	1,417,876	1,433,607
	EMPLOYEE BENEFITS				
4050	Retirement	318,952	48,146	200,069	222,988
4060	FICA	124,379	110,180	108,468	109,671
4070	Employees' Insurance	210,531	219,313	186,535	189,745
4090	Vacation Pay Expense	1,472	2,624	-	-
4100	Sick Pay Expense	(65,040)	468	-	-
4110	Net OPEB Expense	354	222	514	379
4600	Workers' Compensation	15,247	10,635	12,479	9,690
	Employee Benefits Total	605,895	391,588	508,065	532,473
	CONTRACTUAL SERVICES				
2170	Training	-	-	735	735
2172	Car Allowance	10,320	10,320	10,320	10,320
	Contractual Services Total	10,320	10,320	11,055	11,055
	COMMODITIES				
3316	Operating Supplies	825	976	1,029	1,029
	Commodities Total	825	976	1,029	1,029
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	500	25,500	500	535
	Fixed & Sundry Total	500	25,500	500	535
	Total	$ 2,331,767	$ 1,967,615	$ 1,938,525	$ 1,978,699

FPUA BOARD

Department Description

FPUA's Board consists of five members; four are appointed by the Fort Pierce City Commission (for four-year overlapping terms) and the Mayor of the City of Fort Pierce. Additionally, the Fort Pierce City Manager is a non-voting ex-officio member. The responsibilities of the Board include enacting resolutions and policies necessary for FPUA's operations and reviewing and adopting the annual budget.

FPUA BOARD STAFFING



BOARD

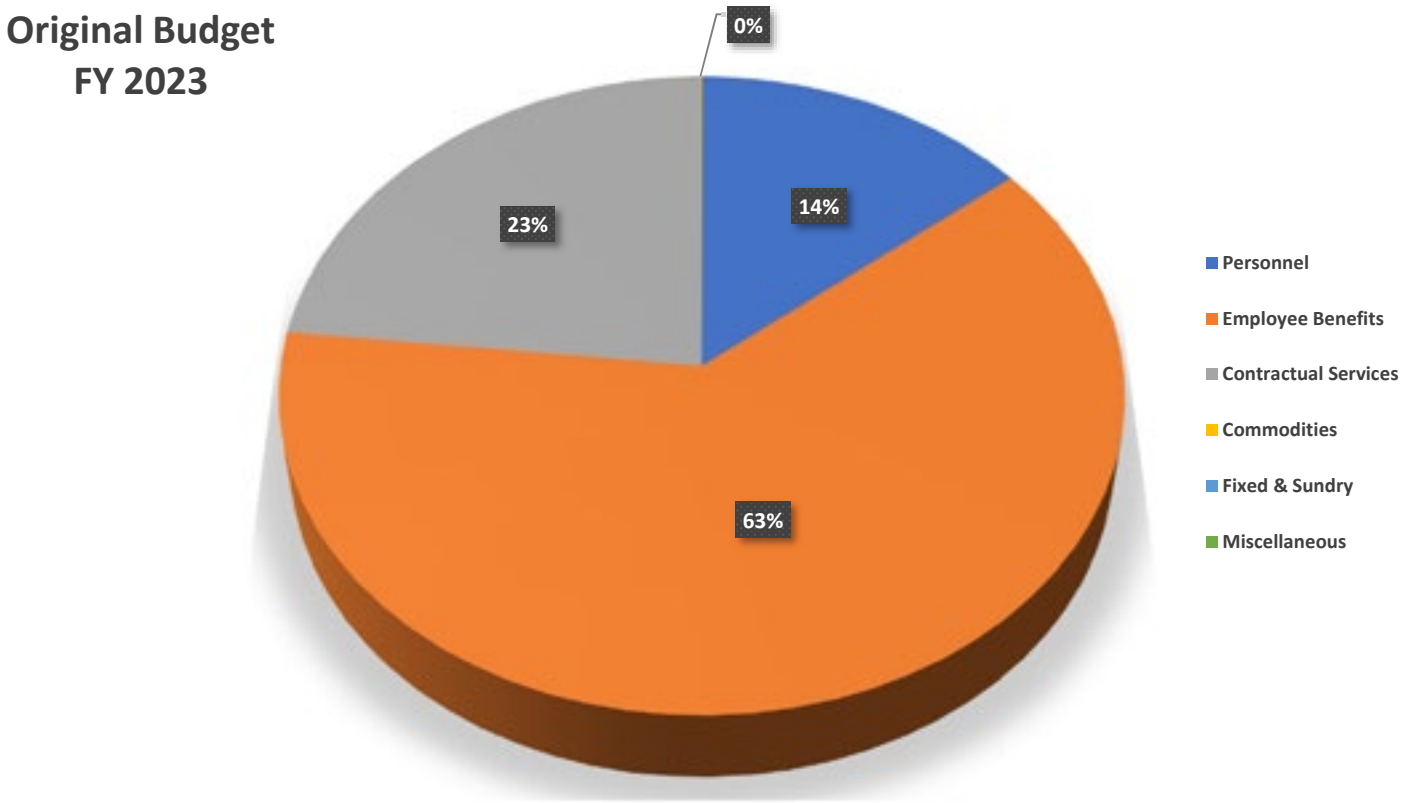
DEPARTMENTAL GOALS AND OBJECTIVES

	Customer Service	Hold public meetings to conduct FPUA business
	Competitive Rates	Review and approve utility rates
		Approve purchases of goods and services greater than $50,000
		Provide direction to staff regarding rate setting strategy that balances good utility business practices with customer affordability
		Provide direction, oversight, and final review for annual budget that accomplishes objectives of rate setting strategy
	Reliability	Adopt resolutions and policies necessary for FPUA's operations
		Review and approve the Annual Budget for FPUA
		Provide for an annual independent audit of the finances for FPUA

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Board meetings	20	20	20	22	20	22	20
	Agenda items reviewed	250	210	275	234	250	240	250
	Workshops- Budget, Rates, Employee Benefits, Compensation, and Strategic Planning	5	4	3	1	5	1	2
	Accept annual independent audit	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Provide direction for rate adjustments or control of rates to balance need of utility with customer affordability	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Approval of budget that accomplishes objective of rate setting strategy	Yes	Yes	Yes	Yes	Yes	Yes	Yes

BUDGET SUMMARY - DEPT 10

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 18,143	$ 17,797	$ 18,130	$ 18,005	$ (125)
Employee Benefits	59,623	69,739	78,031	79,364	1,333
Contractual Services	11,818	11,678	29,550	29,450	(100)
Commodities	185	110	100	100	-
Fixed & Sundry	-	-	-	-	-
Miscellaneous	-	-	-	-	-
TOTALS	**$ 89,769**	**$ 99,324**	**$ 125,811**	**$ 126,919**	**$ 1,108**



DEPT. 10 - BOARD

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 18,143	$ 17,797	$ 18,130	$ 18,005
	Personnel Services Total	18,143	17,797	18,130	18,005
	EMPLOYEE BENEFITS				
4060	FICA	1,786	2,050	1,387	1,377
4070	Employees' Insurance	57,385	67,246	76,144	77,455
4600	Workers' Compensation	255	214	268	284
4610	Property & Liab./Ins. & Uninsur.	197	229	232	248
	Employee Benefits Total	59,623	69,739	78,031	79,364
	CONTRACTUAL SERVICES				
2151	Printing	40	20	20	-
2170	Training	-	-	15,000	15,000
2171	Travel	-	-	500	500
2172	Car Allowance	9,600	9,993	12,080	12,000
2240	Business Relations	578	65	450	450
2262	Memberships - Civic	1,600	1,600	1,500	1,500
	Contractual Services Total	11,818	11,678	29,550	29,450
	COMMODITIES				
3311	Office Supplies	185	110	100	100
	Commodities Total	185	110	100	100
	Total	$ 89,769	$ 99,324	$ 125,811	$ 126,919

ATTORNEY

Department Description

FPUA's Attorney provides professional legal services and assistance to FPUA and its Board. The Attorney and his assistants provide representation before all levels of court, review and approve all resolutions submitted for Board action, and review and approve all contracts, agreements, and documents executed on behalf of FPUA.

ATTORNEY

DEPARTMENTAL GOALS AND OBJECTIVES

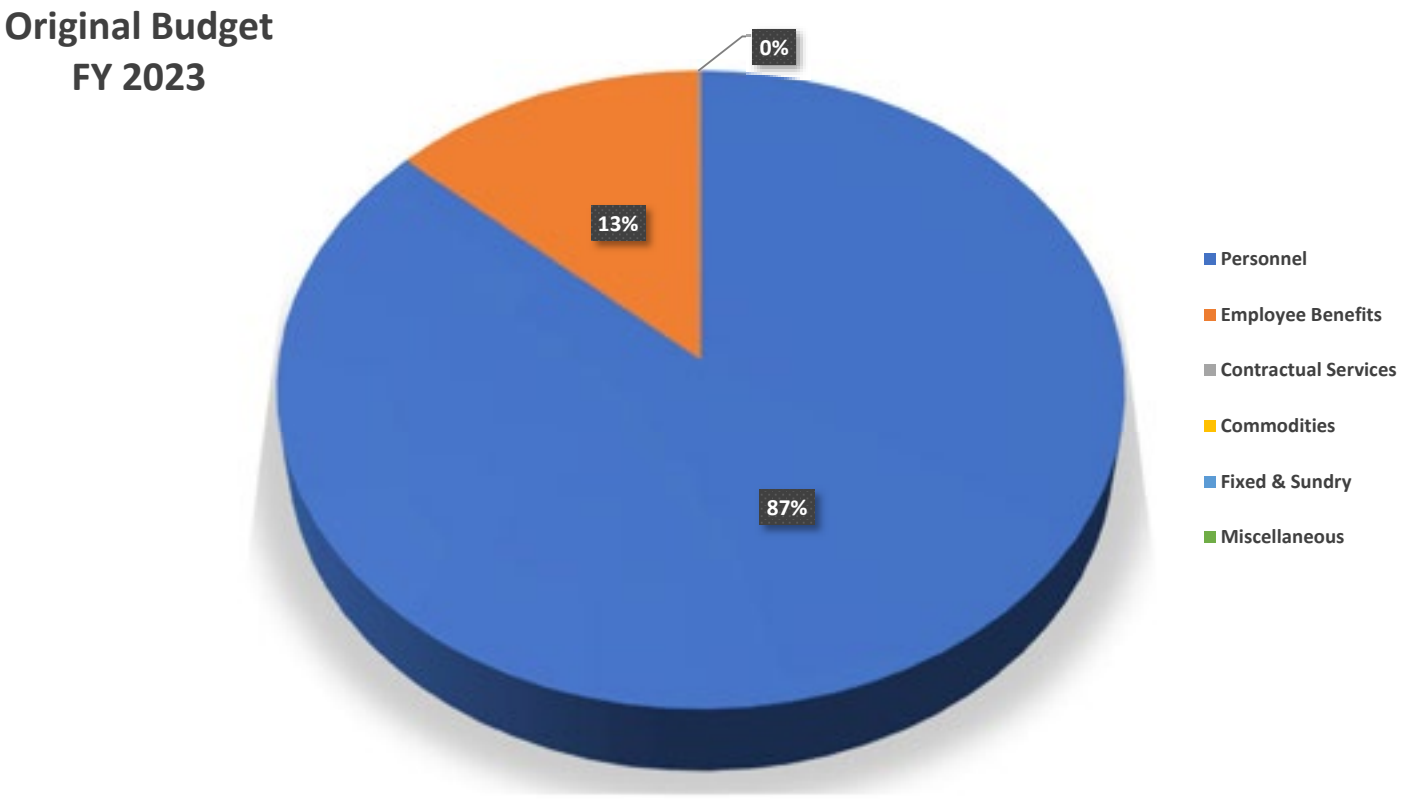
	Customer Service	Provide legal services and assistance to FPUA and its Board
		Serve as a representative of FPUA before all levels of court
		Review, approve, and make available all contracts, agreements, and documents executed on behalf of FPUA
		Review and approve resolutions submitted for Board action

PERFORMANCE MEASURES

Department Process:	Workload Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Board Meetings	20	12	20	22	21	22	20
	Special topic meetings	5	1	1	1	2	1	2
	Workshops	1	0	2	1	2	1	2
	Resolutions reviewed	3	8	10	9	8	21	10
	Contracts/agreements	150	95	175	139	150	120	150

BUDGET SUMMARY - DEPT 12

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 112,477	$ 114,357	$ 120,120	$ 124,925	$ 4,805
Employee Benefits	17,566	19,231	18,768	19,099	331
Contractual Services	-	-	100	100	-
Commodities	65	-	-	-	-
Fixed & Sundry	-	-	-	-	-
Miscellaneous	-	-	-	-	-
TOTALS	**$ 130,108**	**$ 133,588**	**$ 138,988**	**$ 144,124**	**$ 5,136**



DEPT. 12 - ATTORNEY

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 112,477	$ 114,357	$ 120,120	$ 124,925
	Personnel Services Total	112,477	114,357	120,120	124,925
	EMPLOYEE BENEFITS				
4070	Employees' Insurance	17,457	19,137	18,654	18,975
4600	Workers' Compensation	109	94	114	124
	Employee Benefits Total	17,566	19,231	18,768	19,099
	CONTRACTUAL SERVICES				
2166	Professional Fees - Other	-	-	100	100
	Contractual Services Total	-	-	100	100
	COMMODITIES				
3311	Office Supplies	65	-	-	-
	Commodities Total	65	-	-	-
	Total	$ 130,108	$ 133,588	$ 138,988	$ 144,124

HUMAN RESOURCES

Department Description

The Human Resources Department is responsible for planning and maintaining a comprehensive human resources program for FPUA. In addition to wage, salary, and benefit administration, this department is responsible for the recruitment, selection, personnel records, and training of employees. We conduct business following the spirit and the intent of the equal opportunity laws and maintain a diverse workforce.

We are an equal employment opportunity employer who encourages excellence at all levels in our organization, and are not influenced by race, color, gender, sexual orientation, age, disability, religion, or any other factor irrelevant to doing a great job.

Departmental Accomplishments

- Achieved “Best Places to Work” award for the sixth year
- Maintained self-insured medical plan with no increase in employee premiums while maintaining grandfathered status
- Enhanced dental and life insurance benefit to mirror industry standards, ensuring a benefit package that is market competitive
- Maintained COVID protocols and continued to monitor employees to ensure safety for the workforce
- Re-started the Management Development training with the lifting of strict COVID protocols
- Actively engaged in community outreach with local schools and colleges to introduce students to job opportunities in the Utility Industry
- Ongoing participation in job fairs to attract quality staff and maintain a visible presence in the community

HUMAN RESOURCES CENTER STAFFING

Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Human Resources Manager	1	1	1	-
Human Resources Specialist	2	2	2	-
TOTAL FTE	3	3	3	-

HUMAN RESOURCES

DEPARTMENTAL GOALS AND OBJECTIVES

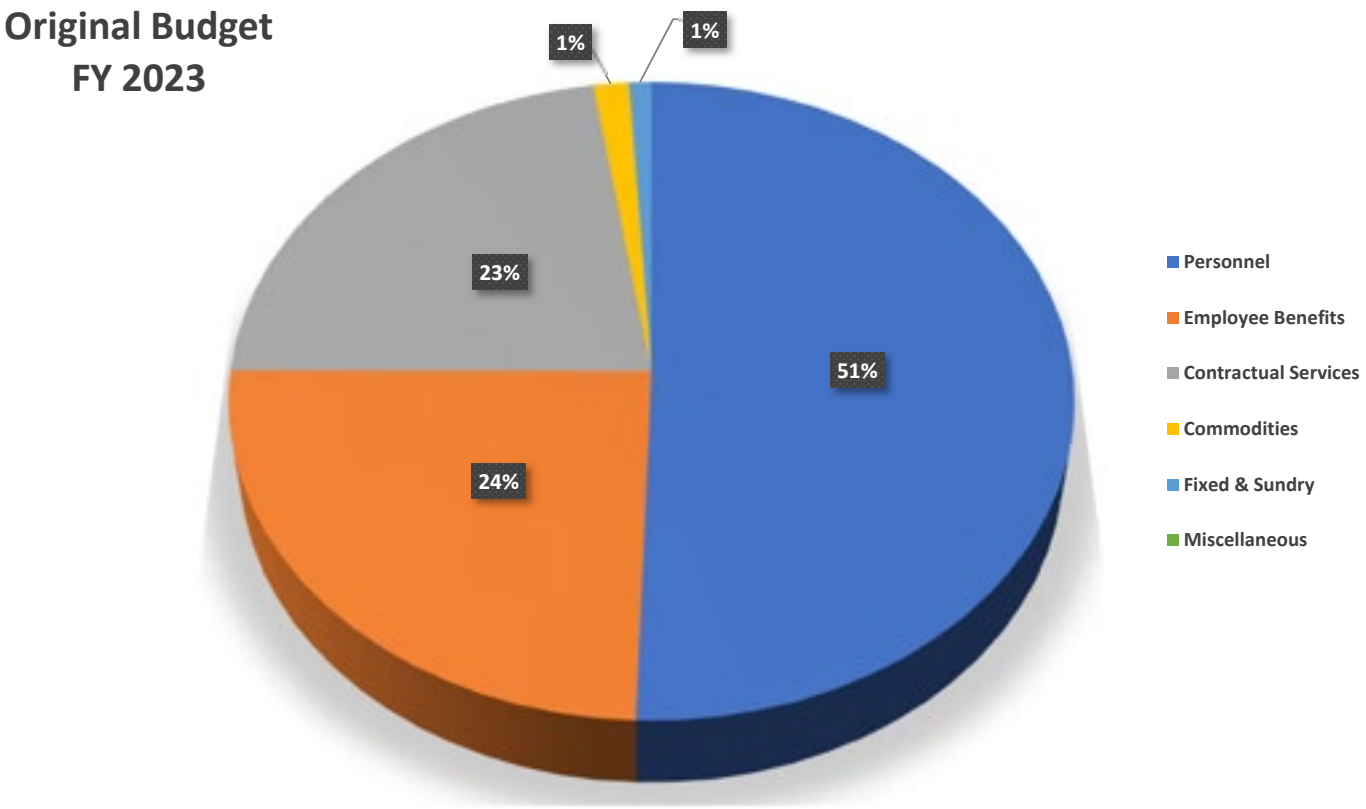
	Employee Development and Satisfaction	Provide equal employment opportunities and encourage diversity
		Provide quality support services to departmental leadership toward the achievement of organizational goals and objectives
		Recruit "right fit" talent and select the highest quality employees
		Ensure fair and equitable compensation structure
		Provide benefit plans attractive to job applicants that meet employee needs
		Enhance employee relations through effective communication and fair and consistent application of work rules
		Provide employee and management development through ongoing educational programs

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Job applications processed	2,000	2,094	2,000	1,284	1,500	1,200	1,200
	Interviews scheduled	*	*	200	125	150	125	130
	Positions advertised/posted	50	40	40	61	40	60	50
	Enrollment in Education Assistance Program	18	17	18	14	18	15	18
	Turnover Rate (Voluntary)	5.0%	4.1%	5.0%	9.0%	5.0%	10.0%	8.0%
	Turnover Rate (DROP)	2.0%	1.0%	2.0%	1.9%	2.0%	2.0%	2.0%
	Turnover Rate (Involuntary)	2.0%	1.9%	2.0%	1.5%	2.0%	2.2%	1.0%
	% of new hires successfully completing probationary period	99%	99%	99%	99%	99%	99%	99%
	% of employees completing Intro to FPUA within first four-months of service	100%	100%	100%	100%	100%	100%	100%
	% of employees participating in a wellness program activity	75%	54%	75%	51%	75%	75%	75%

* New Performance Measure

BUDGET SUMMARY - DEPT 15

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 204,951	$ 206,499	$ 221,681	$ 232,829	$ 11,148
Employee Benefits	108,547	102,339	107,412	112,885	5,473
Contractual Services	42,672	66,919	87,105	103,821	16,716
Commodities	10,670	5,237	6,860	6,860	-
Fixed & Sundry	3,175	3,708	4,009	4,290	281
Miscellaneous	-	-	-	-	-
TOTALS	**$ 370,015**	**$ 384,702**	**$ 427,067**	**$ 460,685**	**$ 33,618**



DEPT. 15 - HUMAN RESOURCES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 204,908	$ 206,499	$ 221,681	$ 232,829
1020	Overtime	43	-	-	-
	Personnel Services Total	204,951	206,499	221,681	232,829
	EMPLOYEE BENEFITS				
4050	Retirement	32,939	5,945	26,280	29,944
4060	FICA	14,317	14,441	16,959	17,811
4070	Employees' Insurance	57,781	63,077	55,089	56,037
4080	Employee Suggestions & Awards	7,953	8,570	8,820	8,820
4090	Vacation Pay Expense	1,046	7,174	-	-
4100	Sick Pay Expense	(5,713)	2,960	-	-
4110	Net OPEB Expense	71	44	103	103
4600	Workers' Compensation	153	128	161	170
	Employee Benefits Total	108,547	102,339	107,412	112,885
	CONTRACTUAL SERVICES				
2110	Advertising	824	590	1,960	1,960
2139	Maintenance/Service Contracts	17,428	18,953	15,680	15,680
2140	Postage	-	-	147	147
2151	Printing	20	-	196	196
2164	Profess. Fees - Consulting/Eng.	6,000	19,500	12,000	19,600
2166	Professional Fees - Other	2,141	3,083	10,000	19,600
2170	Training	10,481	18,640	39,200	39,200
2171	Travel	-	-	98	98
2172	Car Allowance	3,300	3,300	3,884	3,300
2190	Communications	782	888	1,000	1,100
2230	Employee Relations	1,237	1,617	1,960	1,960
2260	Memberships - Professional	459	348	980	980
	Contractual Services Total	42,672	66,919	87,105	103,821
	COMMODITIES				
3311	Office Supplies	8,088	3,439	4,900	4,900
3313	Subscriptions	2,582	1,798	1,960	1,960
	Commodities Total	10,670	5,237	6,860	6,860
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	3,175	3,708	4,009	4,290
	Fixed & Sundry Total	3,175	3,708	4,009	4,290
	Total	$ 370,015	$ 384,702	$ 427,067	$ 460,685

SAFETY

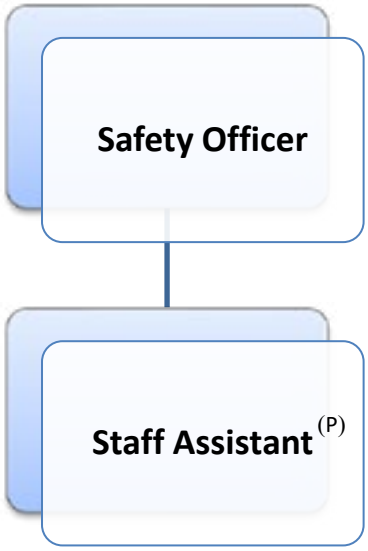
Department Description

The Safety Department is responsible for planning, developing and coordinating safety, and workers compensation activities at FPUA. The Safety Department performs safety orientation to all FPUA employees upon hire. This department coordinates, develops, and delivers employee safety-training programs. The Safety Officer leads the Safety Committee which consists of representatives from each department. Should any incident or injury occur the Safety Program Manager is called upon to review all incidents or injuries through documentation or onsite investigation.

Departmental Accomplishments

- Completed all required training programs:
  - FDOT Maintenance of Traffic (MOT)
  - Permit Required Confined Space
  - Respiratory Protection
  - First Aid, CPR/AED, and other training programs
- Assisted departments with evaluating monthly safety training topics.
- Oversaw 52 quarterly safety checks of FPUA buildings and periodic jobsite and department safety checks
- Reviewed 71 Hazardous Materials Inspections within FPUA.

SAFETY STAFFING



P-Part time employee

Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Safety Officer	1	1	1	-
TOTAL FTE	1	1	1	-

SAFETY

DEPARTMENTAL GOALS AND OBJECTIVES

	Employee Development and Satisfaction	Review all Safety Procedures and update to conform with current standards.
		Update vehicle safety protection to align with safety standards in the workplace.
		Provide quality OSHA-based safety training to employees to ensure understanding of work environment hazards and effective accident mitigation.
		Maintain and implement FPUA's Safety Program which is composed of the following elements: ○ Leadership engagement and employee involvement ○ Safety and health training for employees ○ Hazard prevention and control ○ Worksite safety analysis ○ Review and update FPUA Safety policies and procedures ○ Monitor Workers Compensation program

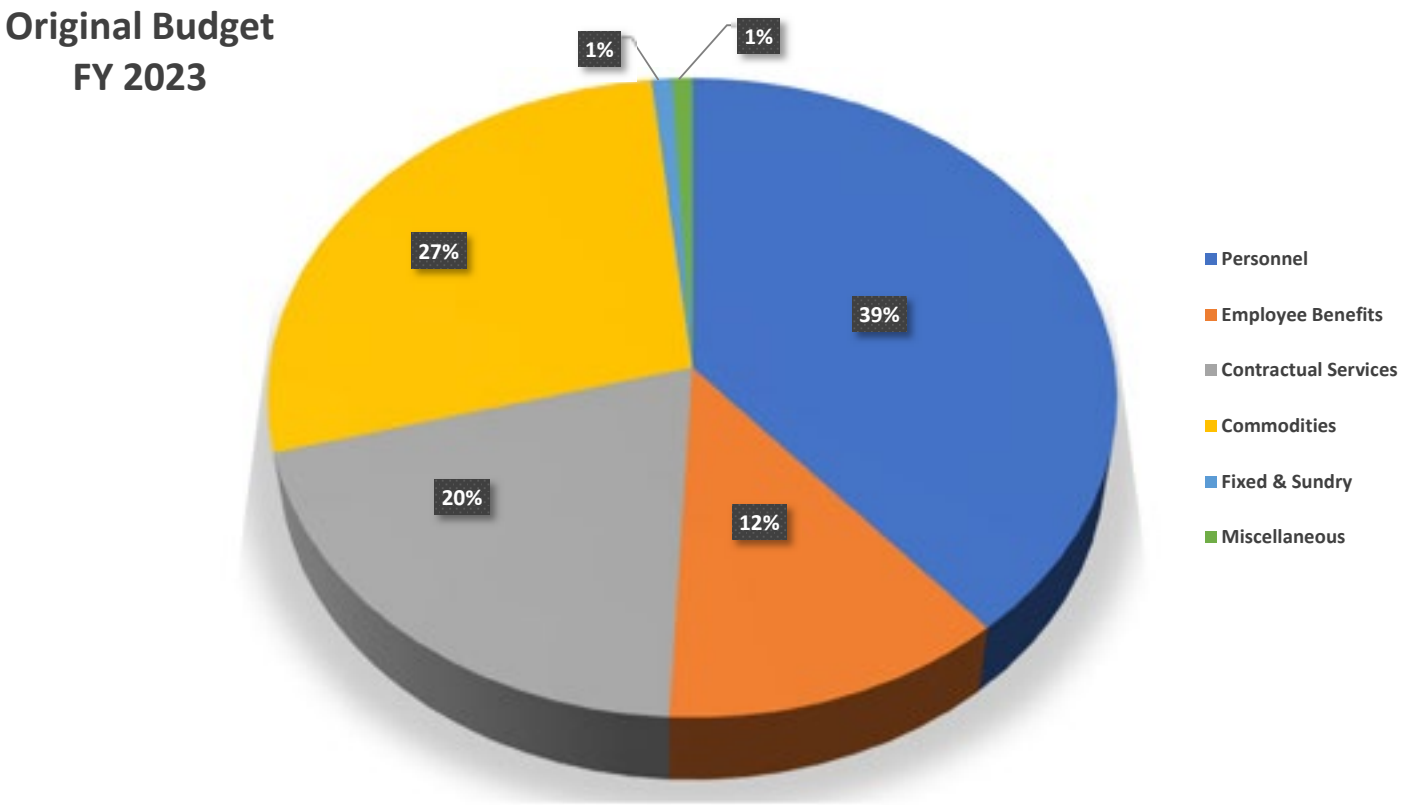
Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Incident Reports	<20*	14	<18*	18	<15	14	<15
	Claims – W/C	<10*	5	<8*	2	<5	5	<5
	Building Safety Inspections	55*	29	55*	52	55	55	55
	Worker's Comp. Experience Modification Factor	<1.0*	1.21	<1.0*	.74	<1.0	<1	<1
	Vehicle Accident Rate**	<.05*	.04	≤.07*	.05	<.05	<.05	<.05
	FPUA Frequency Rate	≤4.5*	2.04	≤4.0*	.79	0	<1	<1
	FPUA DART Rate	≤45*	5	≤50*	17.82	0	<45	<45

* Reported under Department 14 for FY 2021 Budget Book.

** Vehicle Accident Rate is the number of accidents/total number of vehicles (includes *not at fault accidents*).

BUDGET SUMMARY - DEPT 18

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 103,166	$ 85,814	$ 84,373	$ 94,001	$ 9,628
Employee Benefits	40,056	22,375	25,658	29,024	3,366
Contractual Services	21,838	20,448	44,103	48,423	4,320
Commodities	45,731	32,180	42,793	66,740	23,947
Fixed & Sundry	1,581	1,718	1,969	2,107	138
Miscellaneous	4,380	4,368	2,000	2,000	-
TOTALS	**$ 216,752**	**$ 166,903**	**$ 200,896**	**$ 242,295**	**$ 41,399**



DEPT. 18 - SAFETY

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 103,166	$ 85,814	$ 84,373	$ 94,001
	Personnel Services Total	103,166	85,814	84,373	94,001
	EMPLOYEE BENEFITS				
4050	Retirement	19,711	2,750	14,276	16,883
4060	FICA	7,676	6,590	6,455	7,191
4070	Employees' Insurance	17,502	11,009	2,129	2,166
4080	Employee Suggestions & Awards	1,722	943	2,450	2,450
4090	Vacation Pay Expense	(1,911)	809	-	-
4100	Sick Pay Expense	(4,945)	-	-	-
4110	Net OPEB Expense	24	15	34	34
4600	Workers' Compensation	277	259	314	300
	Employee Benefits Total	40,056	22,375	25,658	29,024
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	337	817	118	200
2139	Maintenance/Service Contracts	-	3,720	10,870	10,000
2140	Postage	225	13	98	98
2151	Printing	593	573	1,035	975
2166	Professional Fees - Other	3,030	2,175	5,390	2,800
2170	Training	13,034	11,777	20,000	27,000
2171	Travel	47	-	49	50
2190	Communications	1,018	1,225	1,300	1,300
2230	Employee Relations	3,409	148	4,900	4,900
2260	Memberships - Professional	145	-	343	1,100
	Contractual Services Total	21,838	20,448	44,103	48,423
	COMMODITIES				
3311	Office Supplies	441	1,738	1,470	1,280
3313	Subscriptions	3,724	-	-	-
3316	Operating Supplies	40,803	29,439	40,000	63,660
3331	Vehicle Supplies	763	1,003	1,323	1,800
	Commodities Total	45,731	32,180	42,793	66,740
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	1,581	1,718	1,969	2,107
	Fixed & Sundry Total	1,581	1,718	1,969	2,107
	MISCELLANEOUS				
9030	Depreciation Expense	4,380	4,368	2,000	2,000
	Miscellaneous Total	4,380	4,368	2,000	2,000
	Total	$ 216,752	$ 166,903	$ 200,896	$ 242,295

COMMUNITY RELATIONS

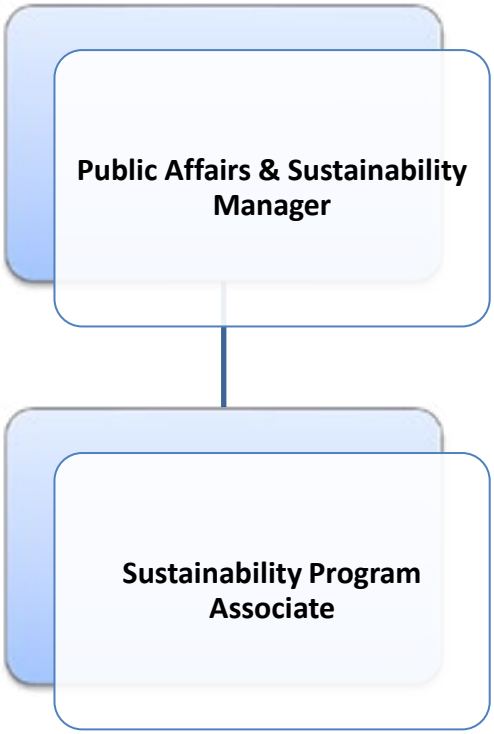
Department Description

The Community Relations Department is responsible for the creation, coordination and management of internal and external communications. To promote FPUA, both internally and externally as a community partner who provides economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community through community involvement and conservation awareness.

Departmental Accomplishments

- Increased community outreach efforts to promote utility conservation distributing LED light bulbs, Conservation Materials, Conservation Kits, and specialty programs for children
- Increased communication with customers through redesign of monthly bill insert
- Facebook posts engaged 69,850 individual viewers
- Participated in community beautification initiatives such as wrapping select utility boxes and through sponsored events
- Partnered with several non-profit groups to publish information about programs offered such as United Way Volunteers Income Tax Assistance (VITA) program that benefit those in the community
- Partnered with City of Fort Pierce to disseminate information and community events through customer bill inserts, including required Flood Awareness information and Great American Cleanup event

COMMUNITY RELATIONS STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Community Relations Manager*	1	1	-	(1)
Public Affairs & Sustainability Manager	-	-	1	1
Sustainability Program Associate	-	-	1	1
TOTAL FTE	1	1	2	1

* Community Relations Manager will be replaced by the Public Affairs & Sustainability Manager to focus on public relations, grant management, and economic development

COMMUNITY RELATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

	FPUA Image	Serves as the focal point for activities related to maintaining and improving community and employee relations
		Develops and implements programs and services that benefit the community
		Primary liaison with media personnel
		Actively participates in the community to promote a positive image for FPUA
		Performs specialized/technical work using desktop publishing software to effectively carry out public relations, advertising, social media, internal and external communications

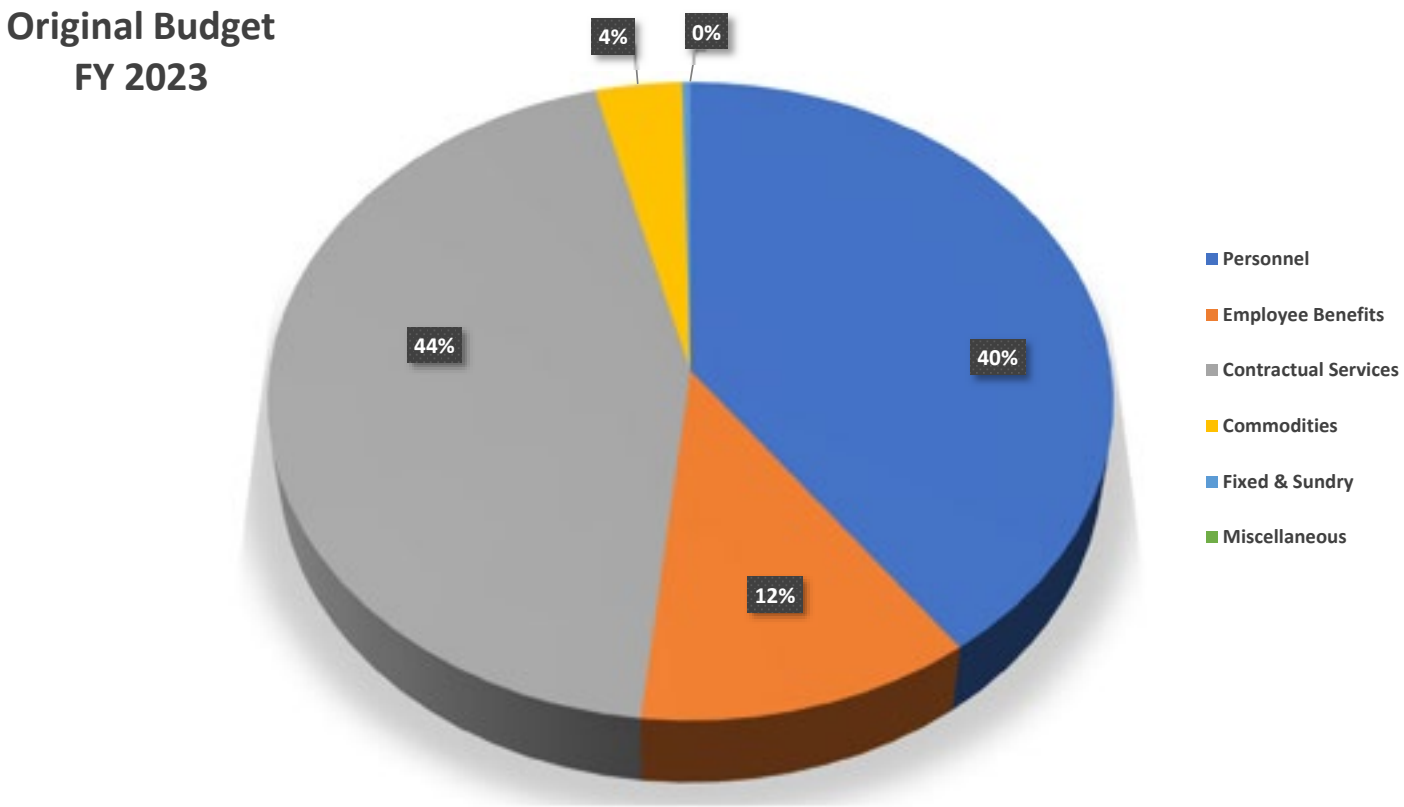
Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Press releases	32	31	34	28	32	28	30
	Customer newsletters (bill inserts change April 2021)	2	0	2	5	12	12	12
	Ad placements/ Articles	45	30*	45	42	45	42	42
	Community Outreach	48	20*	48	25	30	35**	30
	Social media postings	250	297	300	253	335	275	300
	FPUA sponsored events (attended)	12	13	12	12	15	21**	16
	% of employee participation in volunteer incentive program	16%	6%*	10%	7%	10%	12%**	10%
	Lbs. food donated through employee food drives	4,200	1,045*	4,200	990	3,500	1,000	2,000
	% of employees contributing to United Way through payroll deduction	33%	32%	36%	32%	34%	32%	34%

* Lower numbers due to COVID-19 Pandemic and most employees working remotely for several months

**Extra events associated with FPUA 50th Anniversary

BUDGET SUMMARY - DEPT 41

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 73,613	$ 74,334	$ 84,216	$ 122,882	$ 38,666
Employee Benefits	44,950	25,227	26,305	36,124	9,819
Contractual Services	59,807	69,788	128,135	136,247	8,112
Commodities	9,506	12,855	10,770	11,170	400
Fixed & Sundry	795	969	1,023	1,095	72
Miscellaneous	-	-	-	-	-
TOTALS	**$ 188,671**	**$ 183,173**	**$ 250,449**	**$ 307,518**	**$ 57,069**



DEPT. 41 - COMMUNITY RELATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 73,613	$ 74,334	$ 84,216	$ 122,882
	Personnel Services Total	73,613	74,334	84,216	122,882
	EMPLOYEE BENEFITS				
4050	Retirement	17,295	3,086	1,008	7,509
4060	FICA	5,396	5,463	6,443	9,400
4070	Employees' Insurance	17,554	19,186	18,766	19,089
4090	Vacation Pay Expense	1,938	(2,011)	-	-
4100	Sick Pay Expense	2,692	(555)	-	-
4110	Net OPEB Expense	24	15	34	69
4600	Workers' Compensation	51	43	54	57
	Employee Benefits Total	44,950	25,227	26,305	36,124
	CONTRACTUAL SERVICES				
2110	Advertising	11,585	6,045	12,882	12,682
2151	Printing	12,636	14,660	20,700	21,500
2166	Professional Fees - Other	55	-	17,000	33,000
2170	Training	-	80	2,000	2,400
2172	Car Allowance	3,300	3,300	3,300	3,300
2190	Communications	873	1,068	1,100	1,200
2230	Employee Relations	6,202	10,706	18,843	16,225
2240	Business Relations	194	10	570	1,090
2250	Community Relations	24,562	32,769	50,490	42,000
2260	Memberships - Professional	-	250	250	350
2262	Memberships - Civic	400	900	1,000	2,500
	Contractual Services Total	59,807	69,788	128,135	136,247
	COMMODITIES				
3311	Office Supplies	237	-	850	1,000
3313	Subscriptions	120	191	120	120
3316	Operating Supplies	9,149	12,664	9,800	10,050
	Commodities Total	9,506	12,855	10,770	11,170
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	795	969	1,023	1,095
	Fixed & Sundry Total	795	969	1,023	1,095
	Total	$ 188,671	$ 183,173	$ 250,449	$ 307,518

DIRECTOR OF ELECTRIC & GAS SYSTEMS

Craig Crawford (Acting)

Electric Transmission & Distribution

Wilburn L. Crawford
Superintendent

Electric Operations

Dino Nesselrode
Superintendent

Gas Operations

Fred Gaddis (Acting)
Superintendent

Electric & Gas Engineering

Eric Meyer, P.E.
Supervising Engineer

Department	ACTUAL 9/30/2020	ACTUAL 9/30/2021	AMENDED BUDGET 9/30/2022	ORIGINAL BUDGET 9/30/2023	CHANGE FROM 9/30/2022 TO 9/30/2023
51 Director of Electric & Gas Systems	1	1	1	1	-
54 Electric Transmission & Distribution	25	25	27 D	27 D	-
55 Electric Operations	24 D	24 D	24 D	24 D	-
56 Electric & Gas Engineering	13 P	13 P	10 P	10 P	-
74 Gas Operations	15	15 D	15 D	15 D	-
TOTAL FTE	**78**	**78**	**77**	**77**	**-**

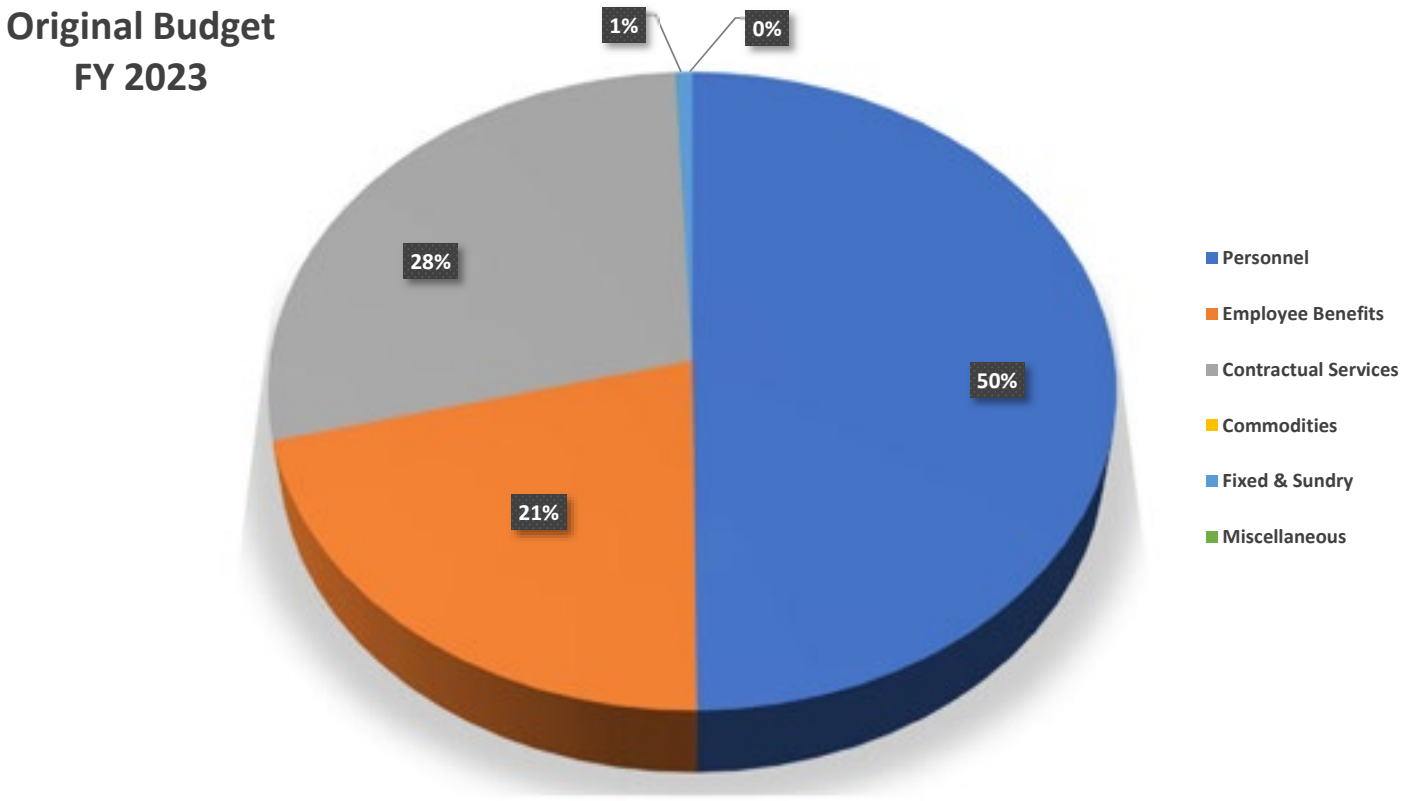
D - Includes DROP participant employees
P - Excludes part-time employees

DIRECTOR OF ELECTRIC & GAS SYSTEMS

- Provide planning and direction for the following departments:
  - Electric Purchases for Resale – Department 53
  - Electric Transmission & Distribution – Department 54
  - Electric Operations – Department 55
  - Electric & Gas Engineering – Department 56
  - Gas Operations – Department 74
  - Gas Purchases for Resale – Department 75

BUDGET SUMMARY - DEPT 51

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 154,901	$ 160,133	$ 154,174	$ 162,240	$ 8,066
Employee Benefits	61,899	44,729	54,009	68,986	14,977
Contractual Services	92,160	71,253	91,360	91,910	550
Commodities	-	-	598	98	(500)
Fixed & Sundry	1,675	2,123	2,103	2,400	297
Miscellaneous	-	-	-	-	-
TOTALS	**$ 310,635**	**$ 278,238**	**$ 302,244**	**$ 325,634**	**$ 23,390**



DEPT. 51 - DIRECTOR OF ELECTRIC & GAS SYSTEMS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 154,901	$ 160,133	$ 154,174	$ 162,240
	Personnel Services Total	154,901	160,133	154,174	162,240
	EMPLOYEE BENEFITS				
4050	Retirement	35,503	6,301	15,193	29,138
4060	FICA	10,408	11,049	11,794	12,411
4070	Employees' Insurance	22,610	24,746	26,674	27,133
4090	Vacation Pay Expense	4,307	(397)	-	-
4100	Sick Pay Expense	(11,230)	2,756	-	-
4110	Net OPEB Expense	24	15	34	34
4600	Workers' Compensation	277	259	314	270
	Employee Benefits Total	61,899	44,729	54,009	68,986
	CONTRACTUAL SERVICES				
2164	Profess. Fees - Consulting/Eng.	31,414	17,233	34,300	34,300
2170	Training	2,000	1,839	3,000	3,500
2171	Travel	2,031	-	400	400
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	849	917	1,000	1,000
2230	Employee Relations	3,286	3,221	2,500	2,500
2240	Business Relations	-	-	900	50
2260	Memberships - Professional	46,405	41,868	44,100	44,100
2262	Memberships - Civic	1,015	1,015	-	900
	Contractual Services Total	92,160	71,253	91,360	91,910
	COMMODITIES				
3311	Office Supplies	-	-	500	-
3313	Subscriptions	-	-	98	98
	Commodities Total	-	-	598	98
	FIXED & SUNDRY				
4520	Licenses & Permits	-	137	-	150
4610	Property & Liab./Ins. & Uninsur.	1,675	1,986	2,103	2,250
	Fixed & Sundry Total	1,675	2,123	2,103	2,400
	Total	$ 310,635	$ 278,238	$ 302,244	$ 325,634

DEPT. 53 - ELECTRIC PURCHASES FOR RESALE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PURCHASES FOR RESALE				
3360	Purchases For Resale	$ 40,480,433	$ 41,320,086	$ 63,000,000	$ 62,000,000
	Miscellaneous Total	40,480,433	41,320,086	63,000,000	62,000,000
	Total	$ 40,480,433	$ 41,320,086	$ 63,000,000	$ 62,000,000

◆ FPUA purchases 100% of its power requirements from FMPA.

◆ Natural gas is a primary fuel which is burned at power plants to create electricity. The price of natural gas has more than doubled over the last year, making it more expensive to create electricity.

◆ High costs are expected until the U.S. and global markets can increase natural gas production or customer demand decreases.

ELECTRIC TRANSMISSION & DISTRIBUTION

Department Description

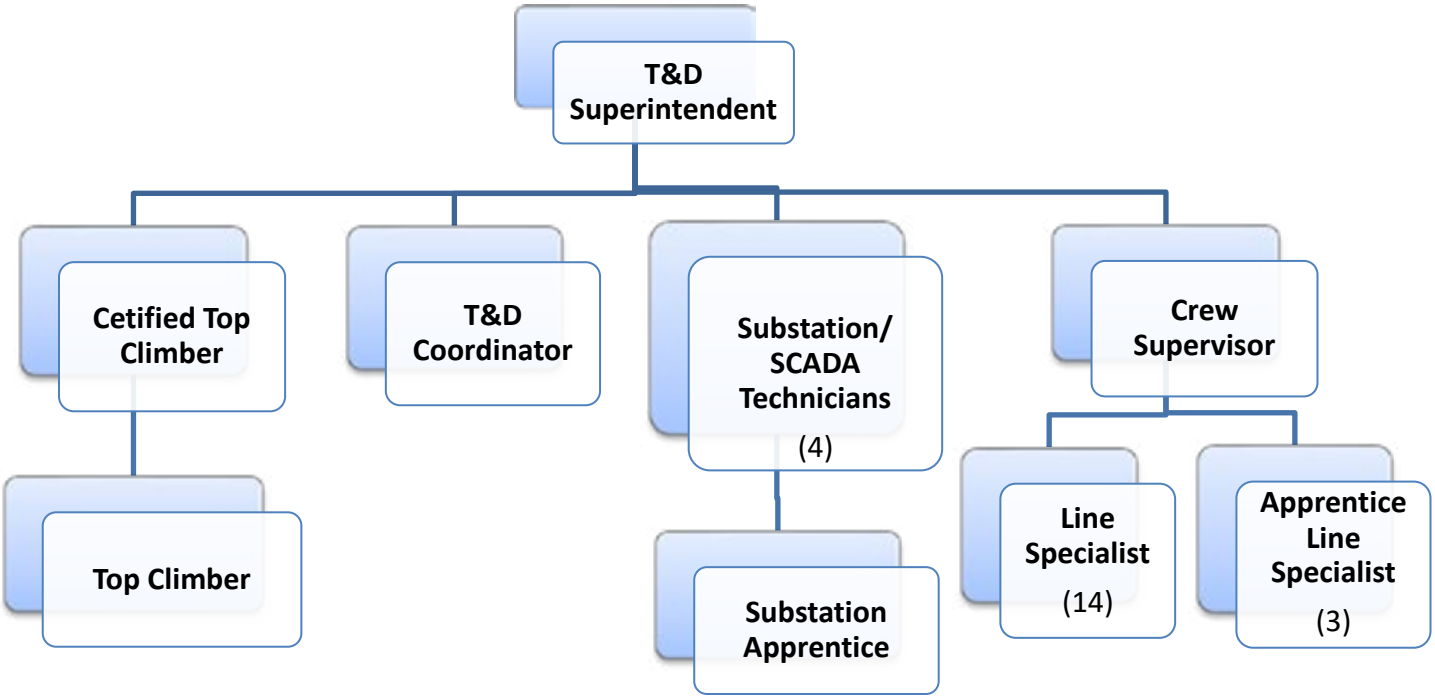
The Electric Transmission and Distribution Department is responsible for the operation, construction, and maintenance of the electrical system in order to provide safe, timely, and reliable service. This department is also responsible for the transmission and distribution of electric power from internal and external power sources to the customer.

In addition, this department is also responsible for advising Electric Engineering of needed system extensions and upgrades, and works closely with Engineering in the planning and design of those systems.

Departmental Accomplishments

- Assisted Plaquemine City Light and Water in Louisiana after being hit by Hurricane Ida
- Collaborated with FEMA to host the 22nd Annual Florida Lineman Competition
- Implemented new procedures for storm restorations
- Inspected one-third of our transmission lines
- Replaced more than 400 poles in our system
- Awarded FMEA's Restoring the Community Award
- Awarded APPA and FMEA awards for Safety

ELECTRIC TRANSMISSION AND DISTRIBUTION STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
T&D Superintendent	1	1	1	-
T&D Coordinator	1	1	1	-
Crew Supervisor	1	1	1	-
Substation/SCADA Technician	4	4	4	-
Substation Apprentice	1	1	1	-
Line Specialist	12	12	14	2
Apprentice Line Specialist	5	5	3	(2)
Certified Top Climber	-	-	1	1
Top Climber	-	-	1	1
TOTAL FTE	25	27	27	2

* In-house tree trimming crew to focus primarily on customer complaints about tree and vegetation growth. Current contractor will remain responsible for feeder line tree trimming and pole clearing.

ELECTRIC TRANSMISSION AND DISTRIBUTION

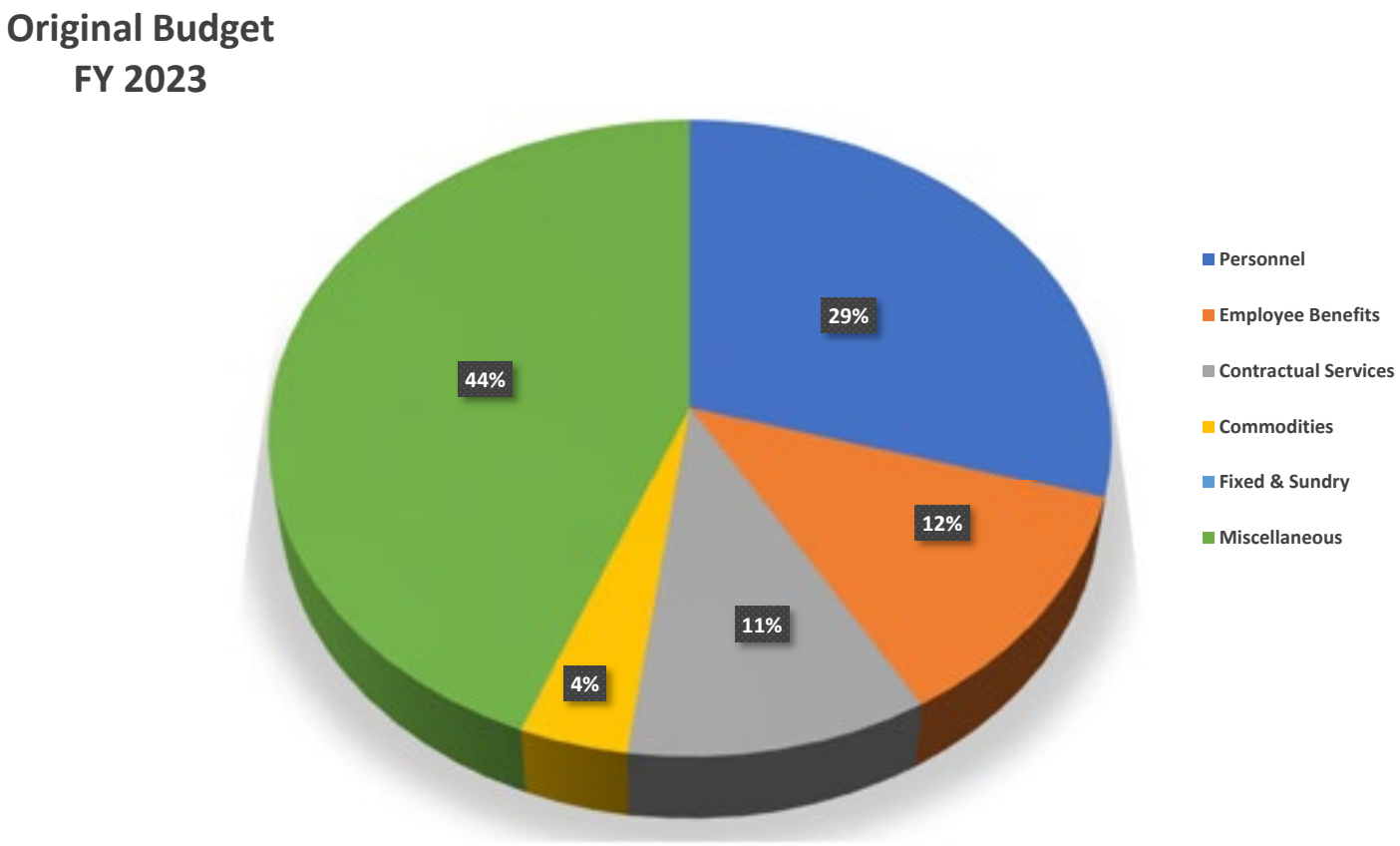
DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Responsible for the construction, and maintenance of the transmission and distribution electrical system, including substations, in order to provide safe, cost-effective and reliable service
		Collaborate with Electric Engineering department to identify needed system extensions and upgrades
		Work closely with Electric Operations to resolve power outages and other electrical problems
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Miles of T & D lines maintained	440	450	440	420	420	441	441
	% of energy loss	≤5.0%	4.2%	≤5.0%	3.0%	≤5.0%	5.9%	≤3.5%
	System Average Interruption Duration (SAIDI)	<50	57	<50	67	<50	65	<50
	Customer Average Interruption Duration (CAIDI)	<50	53	<50	59	<50	60	< 55
	System Average Interruption Frequency (SAIFI)	<.50	1.08	<.50	1.13	<1.00	1.05	< 0.50
	Momentary Average Interruption Event Frequency Index (MAIFI)	<7.0	7.25	<7.0	8.72	<7.0	8.02	<7.0
	L-Bar	<70	87	<70	74	<70	74	<70
	Safety Frequency Rate	0.0	0	≤ 5	0	≤ 5	7.28	≤ 5
	Safety DART Rate	0	175	≤ 50	0	≤ 5	58.23	≤ 5

BUDGET SUMMARY - DEPT 54

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 2,206,934	$ 2,352,977	$ 2,565,800	$ 2,731,415	$ 165,615
Employee Benefits	1,066,927	713,016	1,045,086	1,115,578	70,492
Contractual Services	776,641	731,973	1,009,064	981,511	(27,553)
Commodities	385,128	311,960	387,340	352,000	(35,340)
Fixed & Sundry	18,946	54,757	1,897	(1,470)	(3,367)
Miscellaneous	4,015,093	4,151,476	4,021,000	4,074,000	53,000
TOTALS	**$ 8,469,669**	**$ 8,316,159**	**$ 9,030,187**	**$ 9,253,034**	**$ 222,847**



DEPT. 54 - ELECTRIC TRANSMISSION & DISTRIBUTION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,962,385	$ 2,022,948	$ 2,265,800	$ 2,431,415
1020	Overtime	244,549	330,029	300,000	300,000
	Personnel Services Total	2,206,934	2,352,977	2,565,800	2,731,415
	EMPLOYEE BENEFITS				
4050	Retirement	497,670	92,042	413,760	460,710
4060	FICA	163,622	176,813	196,280	208,957
4070	Employees' Insurance	368,118	420,654	414,879	422,019
4090	Vacation Pay Expense	23,463	3,189	-	-
4100	Sick Pay Expense	(6,151)	3,511	-	-
4110	Net OPEB Expense	590	370	925	931
4600	Workers' Compensation	19,615	16,437	19,242	22,961
	Employee Benefits Total	1,066,927	713,016	1,045,086	1,115,578
	CONTRACTUAL SERVICES				
2122	Rentals	11,974	13,707	19,355	20,000
2132	Maintenance Of Vehicles	52,091	90,000	50,000	50,000
2133	Maintenance Of Equipment	9,842	17,914	24,500	30,000
2139	Maintenance/Service Contracts	559,524	474,548	588,000	485,000
2140	Postage	539	660	1,176	1,200
2151	Printing	836	3,207	2,548	2,600
2166	Professional Fees - Other	4,324	1,374	5,000	4,500
2170	Training	38,060	22,902	86,000	30,000
2171	Travel	1,337	56	980	1,000
2190	Communications	10,879	12,366	104,805	234,811
2200	Utilities	84,556	93,677	106,700	117,400
2230	Employee Relations	2,679	1,562	20,000	5,000
	Contractual Services Total	776,641	731,973	1,009,064	981,511
	COMMODITIES				
3311	Office Supplies	2,378	1,958	2,940	2,000
3316	Operating Supplies	323,663	267,975	274,400	280,000
3331	Vehicle Supplies	38,154	28,934	80,000	50,000
3340	Small Tools	20,933	13,093	30,000	20,000
	Commodities Total	385,128	311,960	387,340	352,000
	FIXED & SUNDRY				
4520	Licenses & Permits	67	549	441	440
4610	Property & Liab./Ins. & Uninsur.	70,628	105,910	56,456	59,090
4666	Inventory Adjustments	(360)	2,300	-	-
9005	Duplicate Charges	(51,389)	(54,002)	(55,000)	(61,000)
	Fixed & Sundry Total	18,946	54,757	1,897	(1,470)
	MISCELLANEOUS				
9030	Depreciation Expense	4,015,093	4,151,476	4,021,000	4,074,000
	Miscellaneous Total	4,015,093	4,151,476	4,021,000	4,074,000
	Total	$ 8,469,669	$ 8,316,159	$ 9,030,187	$ 9,253,034

ELECTRIC OPERATIONS

Department Description

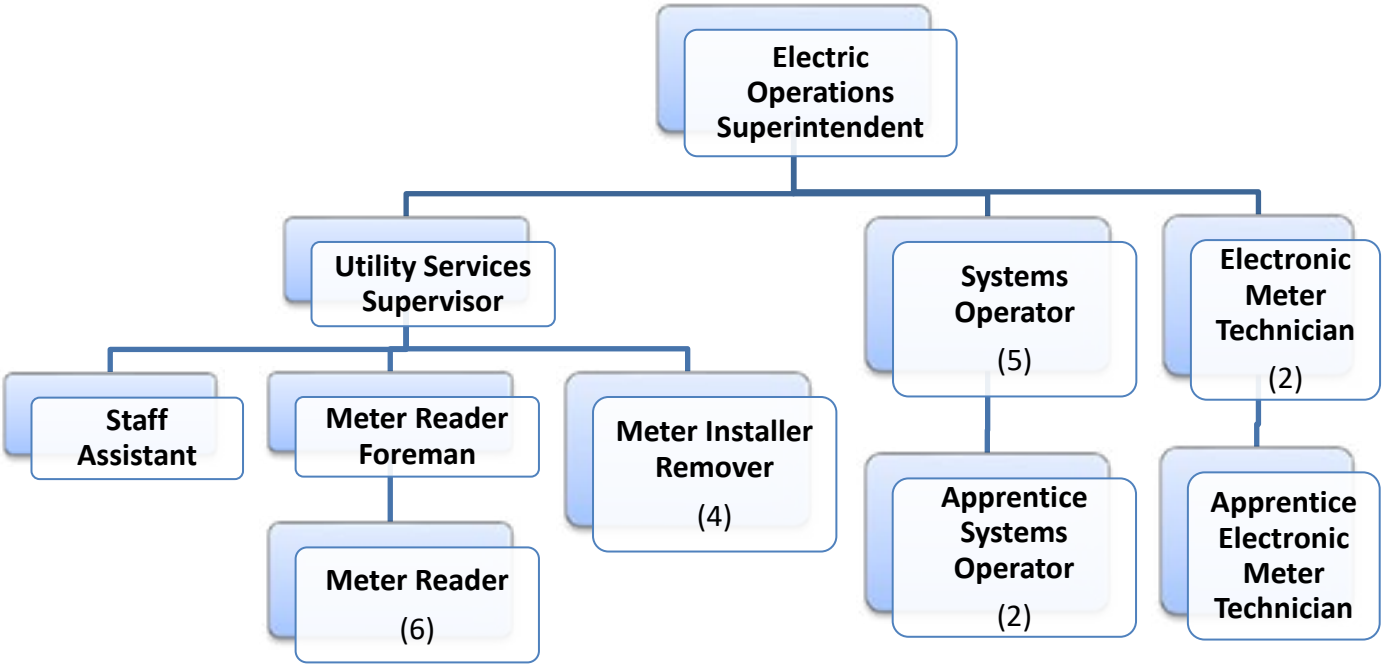
The Electric Operations Department is responsible for the operation, and maintenance of the electrical system in order to provide safe, timely, and reliable service. This department is also responsible for the transmission and distribution of electric power from internal and external power sources to the customer.

In addition, this department is also responsible for advising Electric Engineering of needed system extensions and upgrades, and works closely with Engineering in the planning and design of those systems.

Departmental Accomplishments

- Continue to work with GIS Manager on the implementation and testing of the new Customer Services Operations Dashboard to supply more accurate and timely customer outage information enhancing the FPUA customer experience
- Used Responder (OMS) to improve customer restoration times system-wide. OMS allowed more significant feedback to FPUA customers as the system was able to model all outages in real-time and provide estimated time of restoration (ETR) to customers
- Ensured compliance with state (FRCC) and federal (NERC) reliability and regulatory rules and standards for operating FPUA's electrical system
- Faster service restoration through real-time system modeling and analysis of customer accounts

ELECTRIC OPERATIONS STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Electric Operations Superintendent	1	1	1	-
Utility Services Supervisor	1	1	1	-
Systems Operator	5	5	5	-
Apprentice Systems Operator	2	2	2	-
Electric Meter Technician	2	2	2	-
Apprentice Electric Meter Technician	1	1	1	-
Staff Assistant	1	1	1	-
Meter Reader Foreman	1	1	1	-
Meter Reader	6	6	6	-
Meter Installer Remover	4	4	4	-
TOTAL FTE	24	24	24	-

ELECTRIC OPERATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

	Building the Utility/City	Collaborate with the Electric Engineering department to identify needed system extensions and upgrades
		Installation of Automated Meter Infrastructure (AMI) system-wide for Electric, Gas, and Water departments over the next two years
	Customer Service	Ensure the accuracy of FPUA meters through continuous testing including connects, disconnects, and meter reads
		Reading electric, gas, and water meters to maintain consistent days within the customer's billing cycle
		Continuously monitor System Operation of the Service Restoration of Transmission and Distribution electrical service to FPUA customers
	Reliability	Accountable for compliance with state (FRCC) and federal (NERC) regulatory rules and standards for operating FPUA's electrical system
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

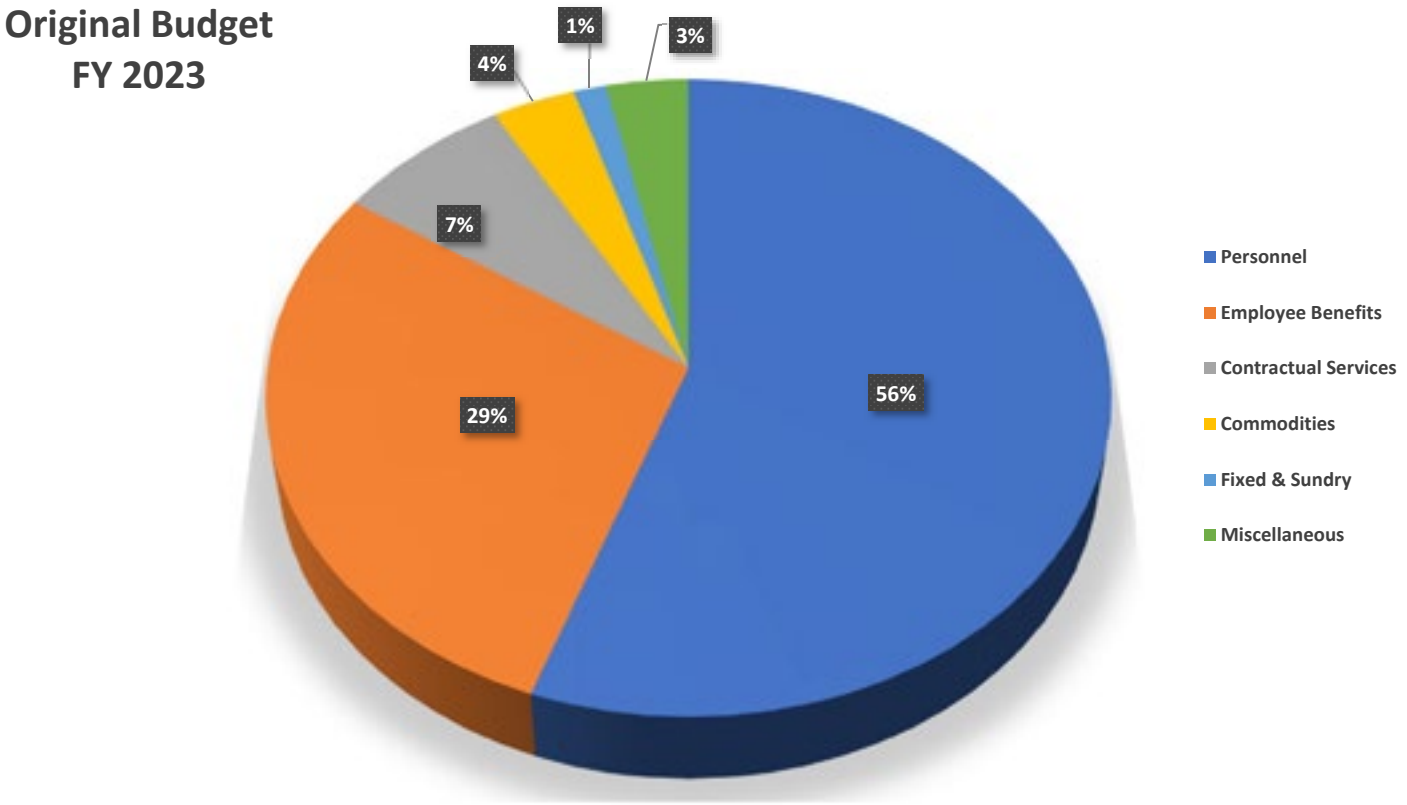
Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Percentage of meters converted to AMI *	-	-	-	32%	-	40%	60%
	Avg. # of services billed	29,000	28,916	28,500	28,870	29,100	28,980	29,100
	Dispatch Trouble calls	<3,500	2,287	<3,500	2,627	<3,500	2,456	<3,500
	Meters read	>665,000	642,528	665,000	455,014	>665,000	445,500	>430,000
	Avg. # of discon/recon mthly	>450	628	>450	597	>450	688	>450
	% of energy loss	≤ 5.0%	4.2%	≤ 5.0%	3.0%	≤ 5.0%	5.9%	≤ 5.0%
	SAIDI	< 50	57	<50	67	<50	65	<50
	CAIDI	< 55	53	< 55	59	< 55	60	< 55
	SAIFI	< 0.50	1.08	< 0.50	1.13	< 0.50	1.05	< 0.50
	MAIFI	<7.0	7.25	<7.0	8.72	<7.0	8.02	<7.0
	L-Bar	<70	87	<70	74	<70	74	<70
	O&M cost/services billed±	≤$26.25	$29.36	≤$32.00	$28.71	≤$32.08	$32.18	≤$33.74
	Safety Frequency Rate	0	0	0	0	0	24.21	0
	Safety DART Rate	0	0	0	0	0	419.71	0

*AMI installation pilot program began in FY 2020, new performance measure

±O&M costs per services billed are calculated using both Electric T & D and Electric Operations

BUDGET SUMMARY - DEPT 55

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 1,154,073	$ 1,211,324	$ 1,164,753	$ 1,382,598	$ 217,845
Employee Benefits	768,597	589,083	645,768	715,323	69,555
Contractual Services	67,969	131,738	132,715	184,750	52,035
Commodities	56,733	85,067	112,010	87,100	(24,910)
Fixed & Sundry	29,583	30,762	32,314	33,918	1,604
Miscellaneous	86,731	77,843	82,000	86,000	4,000
TOTALS	**$ 2,163,686**	**$ 2,125,817**	**$ 2,169,560**	**$ 2,489,689**	**$ 320,129**



DEPT. 55 - ELECTRIC OPERATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,064,284	$ 1,081,627	$ 1,034,753	$ 1,252,598
1020	Overtime	89,789	129,697	130,000	130,000
	Personnel Services Total	1,154,073	1,211,324	1,164,753	1,382,598
	EMPLOYEE BENEFITS				
4050	Retirement	259,120	46,861	152,374	198,339
4060	FICA	98,483	103,383	89,104	105,769
4070	Employees' Insurance	346,928	407,304	384,280	390,893
4090	Vacation Pay Expense	11,578	3,396	-	-
4100	Sick Pay Expense	31,507	10,961	-	-
4110	Net OPEB Expense	567	354	822	828
4600	Workers' Compensation	19,623	16,394	19,188	19,494
4640	Unemployment Claims	791	430	-	-
	Employee Benefits Total	768,597	589,083	645,768	715,323
	CONTRACTUAL SERVICES				
2122	Rentals	4,204	5,052	6,860	7,000
2132	Maintenance Of Vehicles	6,199	15,846	11,760	12,700
2133	Maintenance Of Equipment	4,358	6,378	8,500	9,000
2139	Maintenance/Service Contracts	8,829	26,755	34,800	37,000
2140	Postage	30	647	1,470	1,580
2151	Printing	1,607	2,911	1,960	1,960
2165	Temporary Labor	-	18,399	2,000	15,000
2166	Professional Fees - Other	694	43	250	250
2170	Training	18,095	20,150	25,000	38,000
2172	Car Allowance	8,460	8,460	7,600	8,460
2190	Communications	15,536	23,145	28,700	49,800
2200	Utilities	-	2,804	2,100	2,300
2230	Employee Relations	(43)	1,148	735	1,200
2240	Business Relations	-	-	980	500
	Contractual Services Total	67,969	131,738	132,715	184,750
	COMMODITIES				
3311	Office Supplies	778	4,453	1,960	2,100
3316	Operating Supplies	22,408	25,194	58,800	30,000
3331	Vehicle Supplies	31,683	43,519	46,250	50,000
3340	Small Tools	1,864	11,901	5,000	5,000
	Commodities Total	56,733	85,067	112,010	87,100
	FIXED & SUNDRY				
4520	Licenses & Permits	400	1,200	1,176	600
4610	Property & Liab./Ins. & Uninsur.	29,183	29,562	31,138	33,318
	Fixed & Sundry Total	29,583	30,762	32,314	33,918
	MISCELLANEOUS				
9030	Depreciation Expense	86,731	77,843	82,000	86,000
	Miscellaneous Total	86,731	77,843	82,000	86,000
	Total	$ 2,163,686	$ 2,125,817	$ 2,169,560	$ 2,489,689

ELECTRIC & GAS ENGINEERING

Department Description

The Electric & Gas Engineering department is responsible for engineering, design, permitting, inspection, and construction management of major repairs, system upgrades, and construction of new facilities for the Power Generation, Electric Transmission and Distribution Systems and Electric Substations. Electric & Gas Engineering is also tasked with planning for future growth and changes to our systems as technology and/or laws and regulations change.

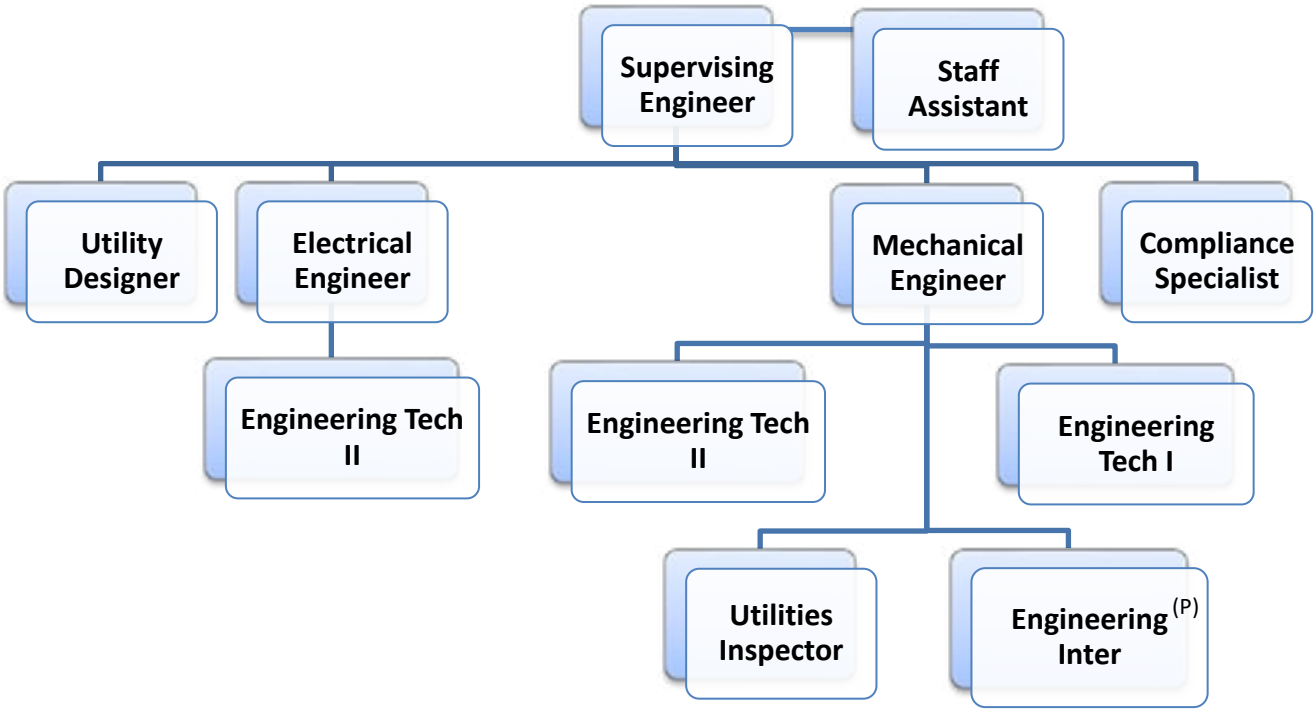
Electric & Gas Engineering is involved in marketing and selling various services to the public. Outdoor lighting services include lighting surveys and design, electricity and maintenance.

Major projects may require staffing or expertise not available in this department. Consulting engineers are contracted with, as required, and an engineer from Electric & Gas Engineering is assigned as FPUA's project manager.

Departmental Accomplishments

- Analysis of laterals needing reliability improvements made possible by 3 years of digitally archived outage information
- Initialized locations for the replacement of 1,339 HID light fixtures with LED fixtures
- Created designs, permitting and support for an estimated 362 poles that have been identified to be replaced for Storm Hardening
- Created designs for the replacement of one (1) substation power transformer and upgraded associated protection systems
- Created designs for the placement of three (3) capacitor banks on electric distribution lines to decrease system losses
- For large-scale gas installations to serve more customers and provide enhanced system reliability, staff has completed five (5) projects, has one (1) under construction, and has two (2) designs completed awaiting construction.
- For government-driven roadway electric projects, staff has completed three (3) projects, has three (3) projects under construction and four (4) projects in design within the past year
- For large-scale commercial customer electric projects, staff has completed seven (7) project, has three (3) projects under construction and two (2) projects in design within the past year
- For Planned Urban Development electric projects, staff has five (5) projects under construction and two (2) projects in design within the past year

ELECTRIC & GAS ENGINEERING STAFFING



P-Part Time Employee

Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Supervising Engineer	1	1	1	-
Utility Designer	1	1	1	-
Electrical Engineer	1	1	1	-
Mechanical Engineer	1	1	1	-
Compliance Specialist	1	1	1	-
Utilities Inspector	1	1	1	-
Engineering Tech I	1	1	1	-
Engineering Tech II	2	2	2	-
Staff Assistant	1	1	1	-
GIS Manager*	1	-	-	-
GIS Analyst*	1	-	-	-
GIS Technician II*	1	-	-	-
TOTALS FTE	13	10	10	-

*Positions moved to Geospatial Technology

ELECTRIC & GAS ENGINEERING

DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Responsible for planning, engineering, permitting, and construction management associated with expansions, repairs and upgrades of the electric and gas systems
		Responsible for strategic plan to forecast future growth and/or changes to systems as technology, laws and regulations are enforced
		Work with customers and developers to encourage viable growth, both commercial and residential, within FPUA service area

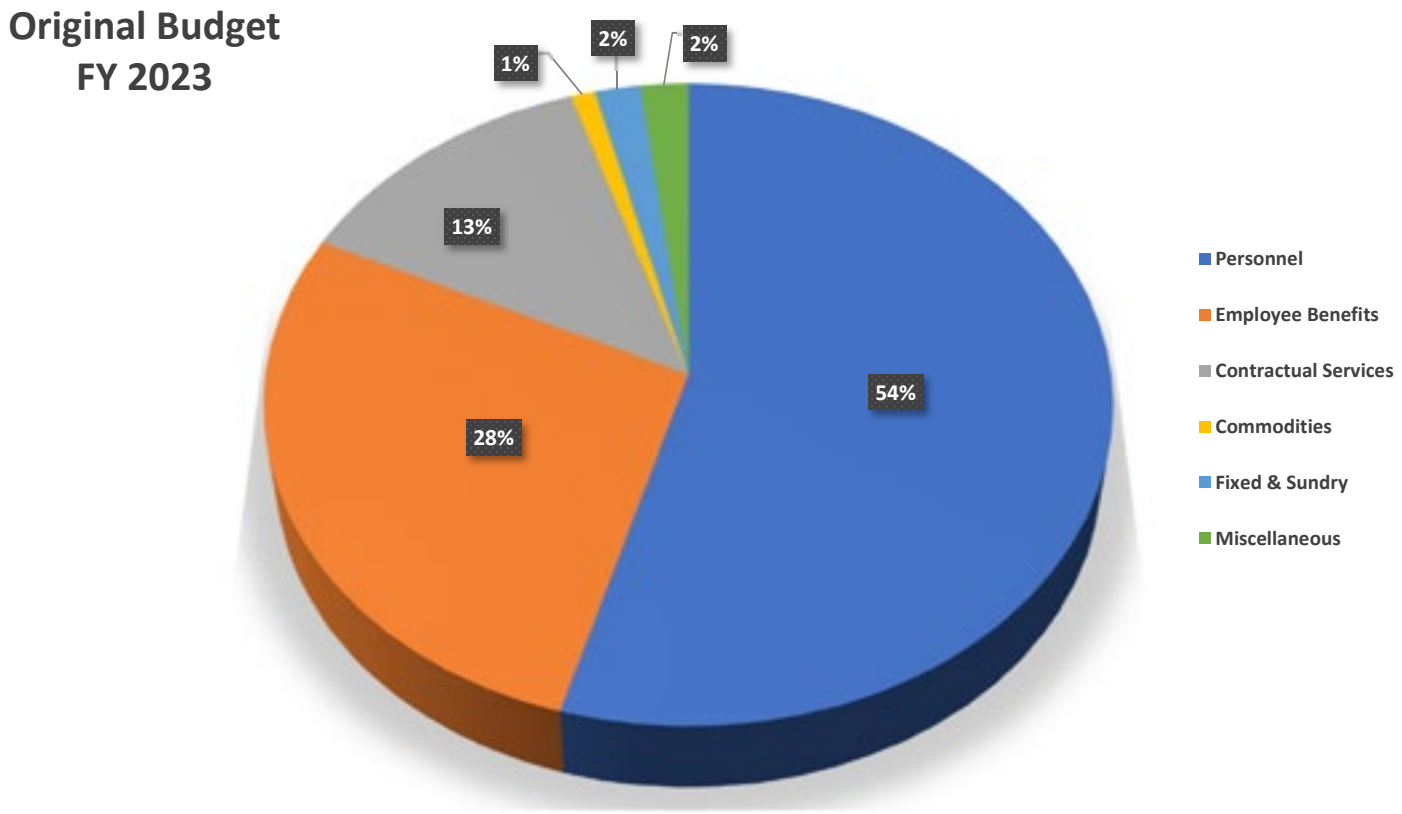
Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Designs completed	170	144	220	136	170	180	170
	Construction projects managed	120	166	120	145	120	160	120
	Number of Poles Replaced *	-	-	-	-	150	175	150
	Feeder Hardening (in Feet) *	-	-	-	-	-	-	3,000
	Primary Converted to Underground (in Feet) *	-	-	-	-	-	-	2,750
	Number of Services to Underground *	-	-	-	-	-	-	50

*New Performance Measure

BUDGET SUMMARY - DEPT 56

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 798,213	$ 746,677	$ 717,008	$ 682,333	$ (34,675)
Employee Benefits	409,816	313,040	360,909	346,546	(14,363)
Contractual Services	39,557	54,774	156,094	162,890	6,796
Commodities	9,538	11,596	23,522	12,550	(10,972)
Fixed & Sundry	19,961	20,863	20,109	23,855	3,746
Miscellaneous	16,884	17,187	20,000	25,000	5,000
TOTALS	**$ 1,293,969**	**$ 1,164,137**	**$ 1,297,642**	**$ 1,253,174**	**$ (44,468)**

*Original Budget FY 2023 decreases are the result of certain charges being transferred to the newly formed Dept 46, Geospatial Technology.



DEPT. 56 - ELECTRIC & GAS ENGINEERING

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 798,116	$ 746,654	$ 717,008	$ 682,333
1020	Overtime	97	23	-	-
	Personnel Services Total	798,213	746,677	717,008	682,333
	EMPLOYEE BENEFITS				
4050	Retirement	176,578	30,818	121,318	122,547
4060	FICA	59,126	55,189	54,851	52,198
4070	Employees' Insurance	186,004	203,354	178,465	164,877
4090	Vacation Pay Expense	954	9,381	-	-
4100	Sick Pay Expense	(19,623)	8,651	-	-
4110	Net OPEB Expense	307	192	445	345
4600	Workers' Compensation	6,470	5,455	5,830	6,579
	Employee Benefits Total	409,816	313,040	360,909	346,546
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	231	787	980	980
2139	Maintenance/Service Contracts	576	1,490	1,470	500
2140	Postage	109	12	94	100
2151	Printing	40	100	98	80
2164	Profess. Fees - Consulting/Eng.	5,904	27,148	110,000	130,000
2170	Training	9,973	5,577	19,555	10,000
2171	Travel	759	-	686	300
2172	Car Allowance	16,487	15,541	16,855	15,480
2190	Communications	3,508	3,677	4,200	4,400
2230	Employee Relations	-	237	980	250
2260	Memberships - Professional	1,970	205	1,176	800
	Contractual Services Total	39,557	54,774	156,094	162,890
	COMMODITIES				
3311	Office Supplies	3,840	3,386	6,500	3,500
3313	Subscriptions	458	250	882	450
3316	Operating Supplies	908	3,092	11,140	3,600
3331	Vehicle Supplies	4,332	4,805	5,000	5,000
3340	Small Tools	-	63	-	-
	Commodities Total	9,538	11,596	23,522	12,550
	FIXED & SUNDRY				
4520	Licenses & Permits	-	139	295	450
4610	Property & Liab./Ins. & Uninsur.	19,961	20,724	19,814	23,405
	Fixed & Sundry Total	19,961	20,863	20,109	23,855
	MISCELLANEOUS				
9030	Depreciation Expense	16,884	17,187	20,000	25,000
	Miscellaneous Total	16,884	17,187	20,000	25,000
	Total	$ 1,293,969	$ 1,164,137	$ 1,297,642	$ 1,253,174

GAS OPERATIONS

Department Description

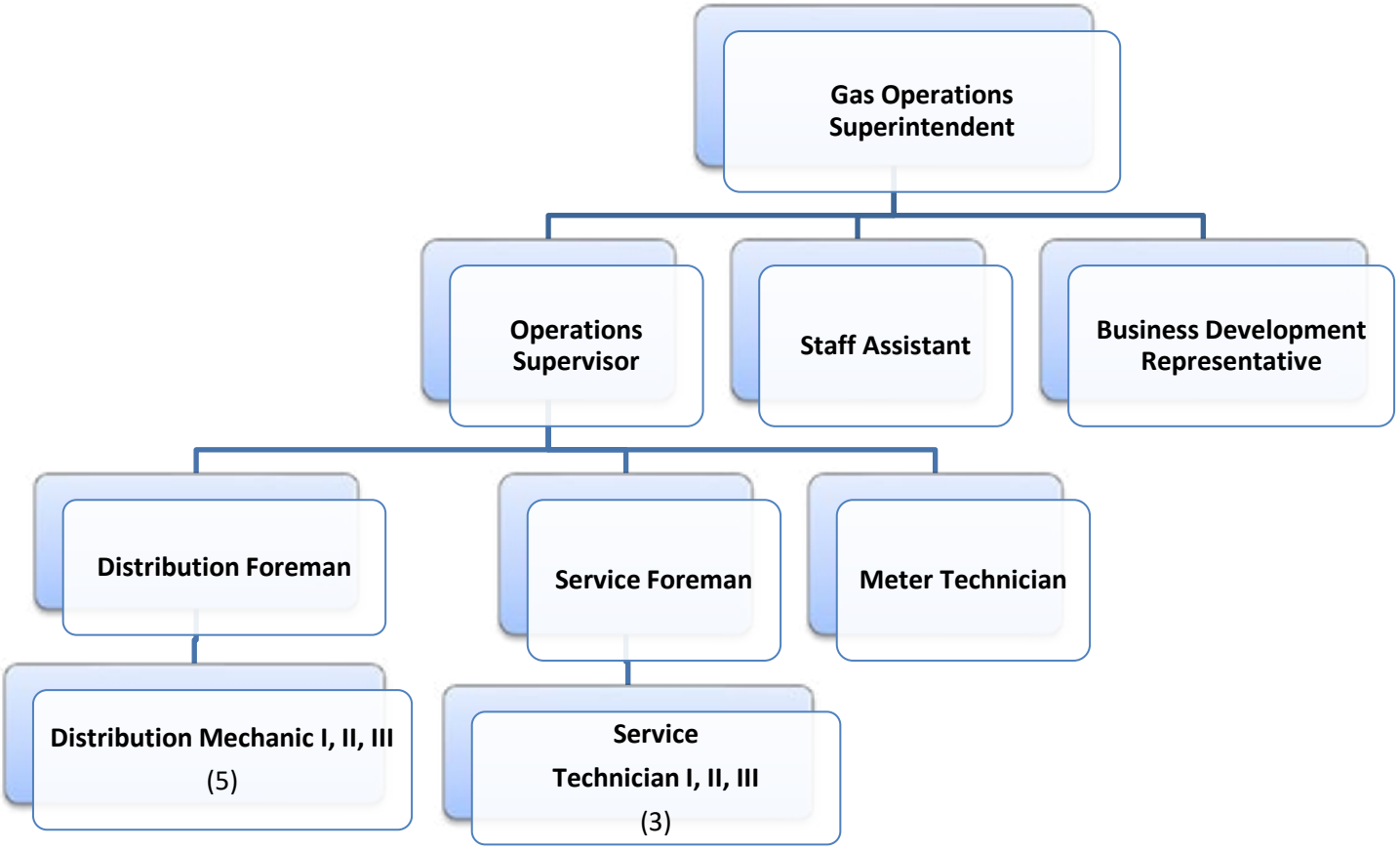
Fort Pierce Utilities Authority (FPUA) has been in the Natural Gas Distribution Sales and Service business since 1962. FPUA sells the natural gas to its customers through an underground piping network. The natural gas supply is pumped from gas wells through processing plants located in Texas and transported to Florida. The Gas Operations department is responsible for providing its customers with the most efficient and economical source of energy available today. Natural gas is supplied to our customers for cooking, house heating, water heating, clothes drying, and other uses.

Gas Operations crews follow a preventive maintenance program that includes maintaining, repairing, and efficiently operating the piping network on service lines and mainlines, gas meters and mainline valves associated with the system. Crews are also responsible for the repair and/or replacement of broken or damaged lines caused by the public and/or excavation by contractors.

Departmental Accomplishments

- Provided free estimates for installation of customer-owned natural gas piping and appliances
- Continued same day or next day response for all service calls
- Continued staff qualification for Operator Qualification Certification program, including administrator training, and provided additional technical training when available
- Completed main extension to Amazon Distribution center.
- Received the System Operational Achievement Recognition award from The American Public Gas Association

GAS OPERATIONS STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Gas Operations Superintendent	1	1	1	-
Operations Supervisor	1	1	1	-
Business Development Representative	1	1	1	-
Distribution Foreman	1	1	1	-
Distribution Mechanic I, II, III	5	5	5	-
Service Foreman	1	1	1	-
Service Technician I or II	3	3	3	-
Meter Technician	1	1	1	-
Staff Assistant	1	1	1	-
TOTAL FTE	15	15	15	-

GAS OPERATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

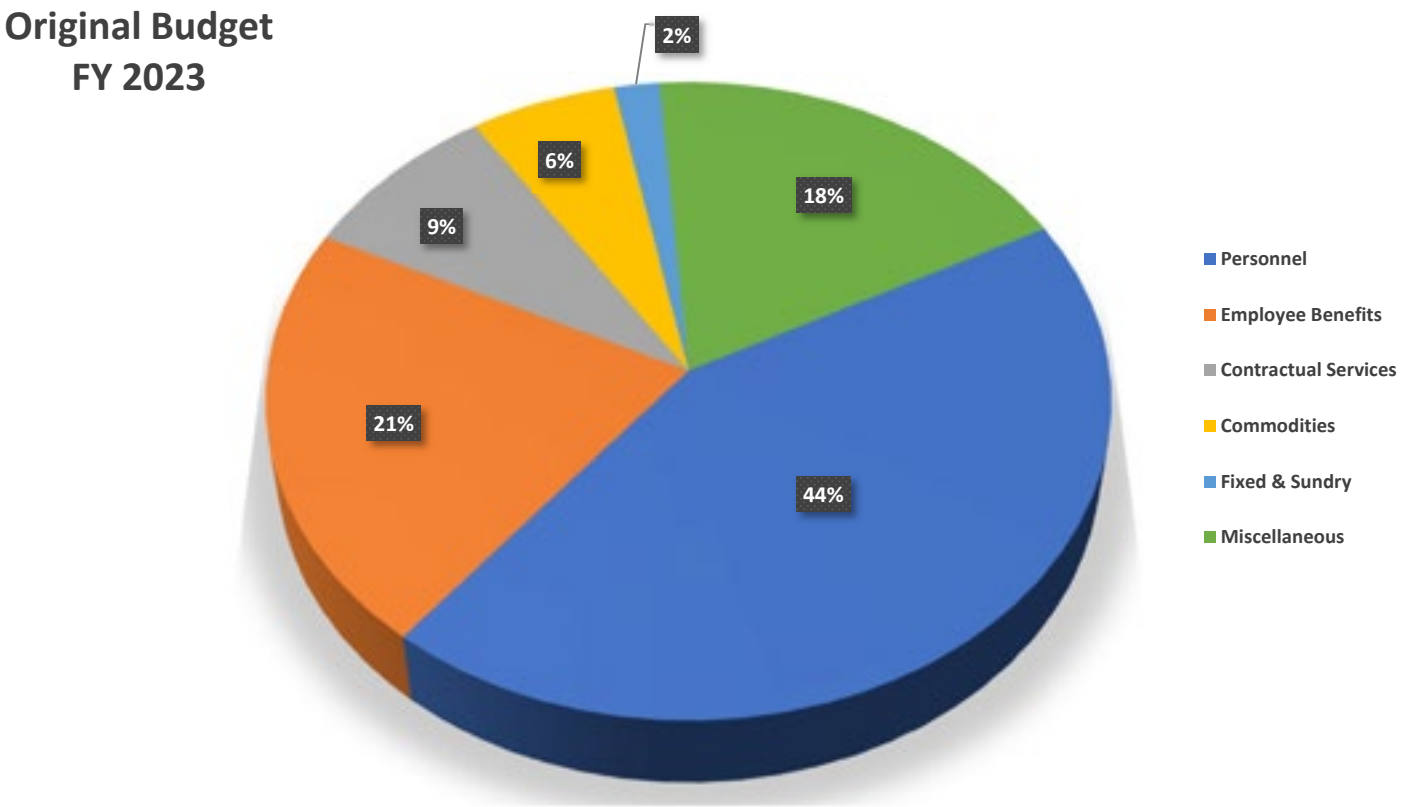
	Customer Service	Provide quality and efficient service, in a safe manner; requiring a highly trained and educated workforce in the natural gas industry
	Reliability	Preserve the integrity of the gas system through implementation of the Distribution Integrity Management Plan, which was developed in FY 2011 in accordance with mandated requirements
		Replace all old 175 meters with 250 meters that can be fitted with AMI
	Building the Utility/City	Expand the gas system to the North by adding a third Gate Station on Indrio Rd. We are expecting to double our customer base within ten years.
		Complete Wave Gardens main extension

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Service calls handled	2,000	1,072	2,000	1446	2,000	1,500	2,000
	Avg. # of services billed	4,300	4,118	4,300	4124	4,300	4,150	4,300
	Throughput for system (Dths)	460,000	477,988	490,000	503,768	503,415	505,000	510,000
	Replace/remove ex-tube installations	>15	11	>15	3	>15	3	>15
	"Cut and Cap" service lines (10-year rule)	>30	49	>30	38	>30	40	>30
	Lines hit by 3rd party contractors	<10	11	<10	12	<10	9	<10
	PSC audit findings	<5	0	<5	0	<5	0	<5
	Percentage of meters converted to AMI *	-	-	-	17%	-	18%	45%
	Safety Frequency Rate	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

*AMI installation pilot program began in FY 2020, new performance measure

BUDGET SUMMARY - DEPT 74

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 811,551	$ 849,146	$ 856,365	$ 964,973	$ 108,608
Employee Benefits	448,915	336,447	452,132	475,472	23,340
Contractual Services	189,643	154,498	179,619	188,570	8,951
Commodities	114,922	132,583	108,060	135,680	27,620
Fixed & Sundry	29,299	62,300	40,431	42,533	2,102
Miscellaneous	340,698	371,969	408,000	408,000	-
TOTALS	**$ 1,935,028**	**$ 1,906,943**	**$ 2,044,607**	**$ 2,215,228**	**$ 170,621**



DEPT. 74 - GAS OPERATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 796,380	$ 827,024	$ 832,365	$ 940,973
1020	Overtime	15,171	22,122	24,000	24,000
	Personnel Services Total	811,551	849,146	856,365	964,973
	EMPLOYEE BENEFITS				
4050	Retirement	168,976	28,269	133,242	143,954
4060	FICA	52,003	54,055	65,512	73,820
4070	Employees' Insurance	217,523	256,531	238,972	243,084
4090	Vacation Pay Expense	2,220	4,967	-	-
4100	Sick Pay Expense	(4,786)	(18,834)	-	-
4110	Net OPEB Expense	354	222	514	517
4600	Workers' Compensation	12,625	11,237	13,892	14,097
	Employee Benefits Total	448,915	336,447	452,132	475,472
	CONTRACTUAL SERVICES				
2110	Advertising	45,355	44,314	49,980	49,800
2122	Rentals	3,112	3,640	5,000	4,000
2132	Maintenance Of Vehicles	8,430	11,118	15,000	11,000
2133	Maintenance Of Equipment	2,930	6,290	5,390	4,500
2139	Maintenance/Service Contracts	65,444	25,606	34,300	37,000
2140	Postage	132	123	294	250
2151	Printing	1,732	159	980	1,000
2164	Profess. Fees - Consulting/Eng.	-	79	-	-
2166	Professional Fees - Other	1,355	2,144	2,700	3,000
2170	Training	16,486	8,694	13,450	15,000
2171	Travel	(250)	-	1,470	1,500
2172	Car Allowance	5,160	5,160	2,150	5,160
2190	Communications	11,062	14,505	15,742	19,960
2200	Utilities	12,490	13,162	14,200	15,700
2230	Employee Relations	525	550	637	550
2240	Business Relations	12	150	196	150
2260	Memberships - Professional	15,668	18,804	18,130	20,000
	Contractual Services Total	189,643	154,498	179,619	188,570
	COMMODITIES				
3311	Office Supplies	1,500	830	2,000	2,000
3316	Operating Supplies	72,713	78,725	60,000	85,000
3331	Vehicle Supplies	32,476	40,833	34,300	36,680
3340	Small Tools	8,233	12,195	11,760	12,000
	Commodities Total	114,922	132,583	108,060	135,680
	FIXED & SUNDRY				
4520	Licenses & Permits	7,269	11,528	14,700	15,000
4610	Property & Liab./Ins. & Uninsur.	22,030	50,772	25,731	27,533
	Fixed & Sundry Total	29,299	62,300	40,431	42,533
	MISCELLANEOUS				
9030	Depreciation Expense	340,698	371,969	408,000	408,000
	Miscellaneous Total	340,698	371,969	408,000	408,000
	Total	$ 1,935,028	$ 1,906,943	$ 2,044,607	$ 2,215,228

DEPT. 75 - NATURAL GAS PURCHASES FOR RESALE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PURCHASES FOR RESALE				
3360	Purchases For Resale	$ 1,365,287	$ 1,970,546	$ 4,500,000	$ 5,600,000
	Purchases For Resale Total	1,365,287	1,970,546	4,500,000	5,600,000
	Total	$ 1,365,287	$ 1,970,546	$ 4,500,000	$ 5,600,000

◆ FPUA purchases 100% of the firm gas for resale from FGU. Forward purchases are made at favorable prices to maintain a Gas Rate Stabilization Fund to minimize price fluctuations in the PGA.

◆ The price of natural gas has more than doubled over the last year, making it more expensive to meet demand.

◆ High costs are expected until the U.S. and global markets can increase natural gas production or customer demand decreases.

DIRECTOR OF WATER/WASTEWATER SYSTEMS

Bo Hutchinson, P.E.

Water/Wastewater Engineering

James Leland Carnes, P.E.
Supervising Engineer

Water Resources

Keith Stephens
Superintendent

Water Distribution

Andrew D. Byrd
Superintendent

Wastewater Collection/Reclamation

Mark Kobbe
Superintendent

Department	FINAL 9/30/2020	FINAL 9/30/2021	AMENDED BUDGET 9/30/2022	ORIGINAL BUDGET 9/30/2023	CHANGE FROM 9/30/2022 TO 9/30/2023
61 Director of Water/Wastewater Systems	1	1	1	1	-
62 Water Resources	25 D	25 D	25 D	25 D	-
64 Water Distribution	27 D	28 D	28 D	28 D	-
66 Water/Wastewater Engineering	13 P	13 D,P	12 D,P	12 D,P	-
82 Water Reclamation	16 D	16 D	16 D	16 D	-
84 Wastewater Collection	20	20	20 D	20 D	-
TOTAL FTE	**102**	**103**	**102**	**102**	**-**

D - Includes DROP participant employees
P - Excludes part-time employees

DIRECTOR OF WATER/WASTEWATER SYSTEMS

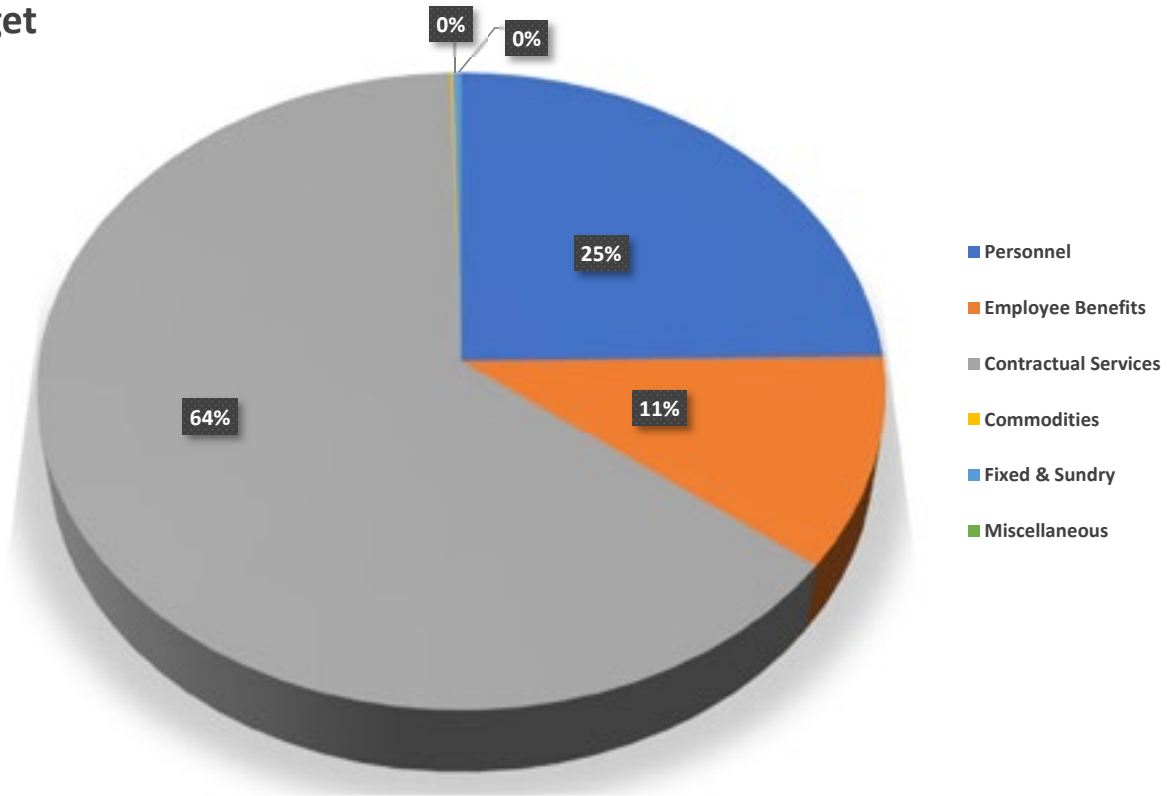
Departmental Goals and Objectives

- Provides planning and direction for the following departments:
  - Water Resources – Department 62
  - Water Distribution – Department 64
  - Water/Wastewater Engineering – Department 66
  - Water Reclamation – Department 82
  - Wastewater Collection – Department 84

BUDGET SUMMARY - DEPT 61

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 127,501	$ 128,107	$ 135,282	$ 140,154	$ 4,872
Employee Benefits	62,581	42,955	57,541	60,616	3,075
Contractual Services	7,080	40,017	300,828	362,760	61,932
Commodities	303	1,330	3,430	600	(2,830)
Fixed & Sundry	1,383	1,640	1,737	1,859	122
Miscellaneous	-	-	-	-	-
TOTALS	**$ 198,848**	**$ 214,049**	**$ 498,818**	**$ 565,989**	**$ 67,171**

Original Budget FY 2023



DEPT. 61 - DIRECTOR OF WATER/WASTEWATER SYSTEMS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 127,501	$ 128,107	$ 135,282	$ 140,154
	Personnel Services Total	127,501	128,107	135,282	140,154
	EMPLOYEE BENEFITS				
4050	Retirement	29,936	5,321	22,890	25,172
4060	FICA	9,664	9,696	10,349	10,722
4070	Employees' Insurance	22,610	24,746	24,214	24,631
4090	Vacation Pay Expense	(2,251)	221	-	-
4100	Sick Pay Expense	2,547	2,913	-	-
4110	Net OPEB Expense	24	15	34	34
4600	Workers' Compensation	51	43	54	57
	Employee Benefits Total	62,581	42,955	57,541	60,616
	CONTRACTUAL SERVICES				
2140	Postage	17	-	-	-
2164	Profess. Fees - Consulting/Eng.	-	25,039	235,000	300,000
2166	Professional Fees - Other	-	7,500	49,000	49,000
2170	Training	526	1,163	5,000	3,000
2171	Travel	315	-	4,000	4,000
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	852	945	900	900
2240	Business Relations	-	-	200	200
2260	Memberships - Professional	210	210	1,568	500
	Contractual Services Total	7,080	40,017	300,828	362,760
	COMMODITIES				
3311	Office Supplies	303	1,330	3,430	600
	Commodities Total	303	1,330	3,430	600
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	1,383	1,640	1,737	1,859
	Fixed & Sundry Total	1,383	1,640	1,737	1,859
	Total	$ 198,848	$ 214,049	$ 498,818	$ 565,989

WATER RESOURCES

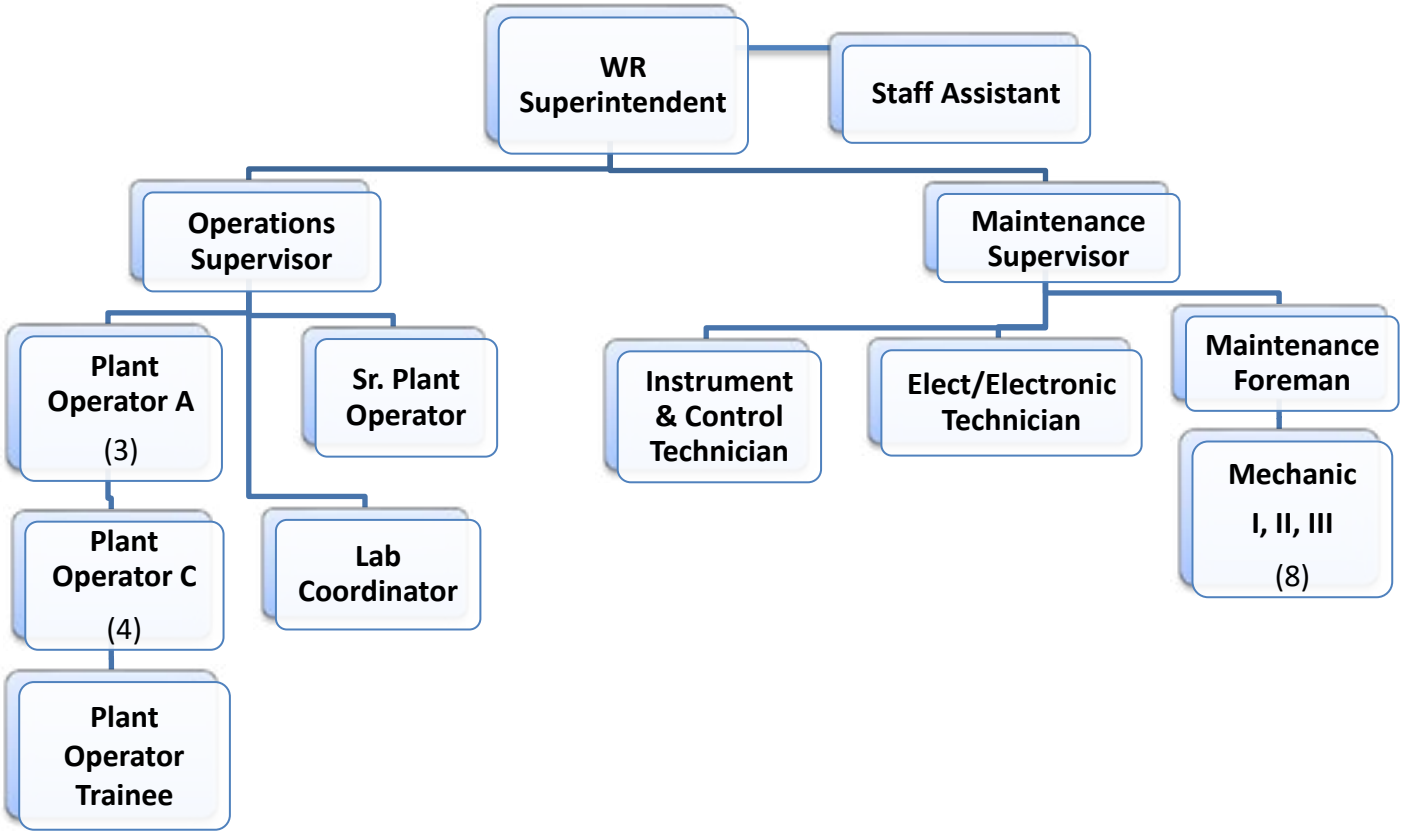
Department Description

The Water Resources Department is responsible for providing clean drinking water to all customers. They ensure that the quality of finished water production from our water treatment plants meets all federal and state drinking water requirements while also maintaining cost-effective operations. They oversee the operation of two water treatment plants; one plant uses lime softening methods to cleanse the water while the other is a reverse osmosis plant. Water Resources operates and maintains FPUA wellfields, raw water transmission mains, storage/repump facilities, and the water distribution system bacteriological monitoring program. The staff ensures that there will be plenty of water to meet the needs of the Fort Pierce Utilities Authority's customers, with respect to continued city growth and development, health, and fire protection.

Departmental Accomplishments

- Completed reconfiguration and safety upgrades to the Unit #1 Lime Softening Unit, increasing the reliability and safe work environment for FPUA employees.
- Completed replacement of the Reverse Osmosis Process Building and Chemical Building roofs, providing storm hardening and security needed to operate a Water Treatment Plant.
- Completed replacement of the High Service Pump Room Exhaust fans, providing the necessary ventilation required to protect sensitive equipment needed in the water treatment process.
- Received runner up at the Florida American Water Works Association's Best Tasting Water competition

WATER RESOURCES STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
WR Superintendent	1	1	1	-
Operations Supervisor	1	1	1	-
Maintenance Supervisor	1	1	1	-
Staff Assistant	1	1	1	-
Lab Coordinator	1	1	1	-
Senior Plant Operator	1	1	1	-
Plant Operator A	3	3	3	-
Plant Operator C	4	4	4	-
Plant Operator Trainee	1	1	1	-
Instrument & Control Technician	1	1	1	-
Elect/Electronic Technician	1	1	1	-
Maintenance Foreman	1	1	1	-
Mechanic I, II, III	8	8	8	-
TOTAL FTE	25	25	25	-

WATER RESOURCES

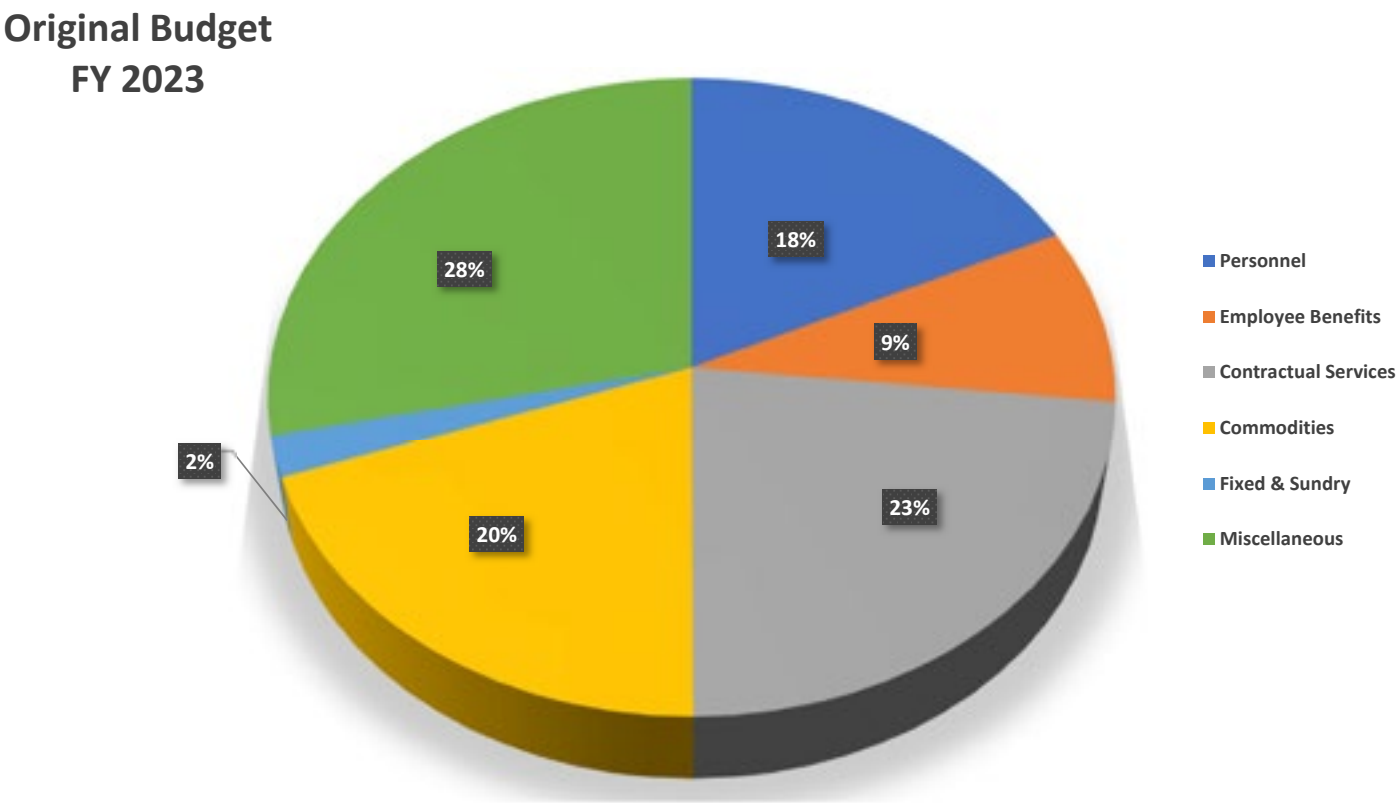
DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Ensure that the quality of finished water production from the combined flow of the Water Treatment Plant (WTP) meets all Federal and State drinking water requirements while maintaining cost effective operations
		Operations and maintenance of FPUA well fields, the WTP and remote Repump/Storage facilities
		Ensure adequate system pressure and water storage for Fire Protection
		Oversight of the EPA's mandated Bacteriological Monitoring Program for FPUA's water distribution system
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Monthly samples collected for testing	60	60	60	60	60	60	60
	Surficial wells maintained	32	31	32	32	32	31	32
	Floridan wells maintained	11	11	11	11	11	11	32
	Days meeting quality standards	365	365	365	365	365	365	365
	% of Surficial wells in service	100%	97%	100%	100%	100%	97%	100%
	% of Floridan wells in service	100%	100%	100%	100%	100%	100%	100%
	Safety Frequency Rate	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

BUDGET SUMMARY - DEPT 62

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 1,463,293	$ 1,438,168	$ 1,418,181	$ 1,502,684	$ 84,503
Employee Benefits	754,144	558,587	715,153	748,464	33,311
Contractual Services	1,358,867	1,518,611	2,053,406	1,958,062	(95,344)
Commodities	1,337,176	1,339,244	1,512,774	1,647,334	134,560
Fixed & Sundry	131,604	149,034	163,287	177,495	14,208
Miscellaneous	2,182,774	2,236,788	2,336,000	2,393,000	57,000
TOTALS	**$ 7,227,858**	**$ 7,240,432**	**$ 8,198,801**	**$ 8,427,039**	**$ 228,238**



DEPT. 62 - WATER RESOURCES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,364,706	$ 1,330,743	$ 1,303,181	$ 1,387,684
1020	Overtime	98,587	107,425	115,000	115,000
	Personnel Services Total	1,463,293	1,438,168	1,418,181	1,502,684
	EMPLOYEE BENEFITS				
4050	Retirement	292,983	48,469	210,309	237,530
4060	FICA	107,028	105,067	108,491	114,955
4070	Employees' Insurance	340,316	376,138	350,266	356,294
4090	Vacation Pay Expense	10,399	(13,533)	-	-
4100	Sick Pay Expense	(43,423)	2,211	-	-
4110	Net OPEB Expense	590	370	856	862
4600	Workers' Compensation	46,179	39,903	45,231	38,823
4640	Unemployment Claims	72	(38)	-	-
	Employee Benefits Total	754,144	558,587	715,153	748,464
	CONTRACTUAL SERVICES				
2122	Rentals	2,357	4,633	4,000	4,000
2132	Maintenance Of Vehicles	14,175	20,814	34,600	22,000
2133	Maintenance Of Equipment	27,384	55,439	45,000	45,000
2139	Maintenance/Service Contracts	337,833	316,892	529,000	380,000
2140	Postage	201	196	441	245
2151	Printing	2,705	2,893	3,489	3,000
2164	Profess. Fees - Consulting/Eng.	16,205	90,130	127,400	35,000
2165	Temporary Labor	-	-	15,000	18,000
2166	Professional Fees - Other	5,021	835	4,900	1,500
2170	Training	2,344	1,939	14,700	15,000
2171	Travel	-	232	-	-
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	12,937	13,756	40,086	76,927
2200	Utilities	931,460	1,003,880	1,227,200	1,350,000
2230	Employee Relations	460	1,205	1,200	1,000
2260	Memberships - Professional	490	357	680	680
2262	Memberships - Civic	135	250	550	550
	Contractual Services Total	1,358,867	1,518,611	2,053,406	1,958,062
	COMMODITIES				
3311	Office Supplies	4,412	18,378	5,000	5,500
3313	Subscriptions	945	462	434	434
3316	Operating Supplies	354,221	344,074	333,200	350,000
3320	Chemicals	949,425	941,304	1,130,000	1,250,000
3331	Vehicle Supplies	23,779	31,280	34,790	34,000
3340	Small Tools	4,394	3,709	5,350	5,400
3360	Purchases For Resale	-	37	4,000	2,000
	Commodities Total	1,337,176	1,339,244	1,512,774	1,647,334
	FIXED & SUNDRY				
4520	Licenses & Permits	3,676	4,512	4,000	7,000
4610	Property & Liab./Ins. & Uninsur.	127,928	144,522	159,287	170,495
	Fixed & Sundry Total	131,604	149,034	163,287	177,495
	MISCELLANEOUS				
9030	Depreciation Expense	2,182,774	2,236,788	2,336,000	2,393,000
	Miscellaneous Total	2,182,774	2,236,788	2,336,000	2,393,000
	Total	$ 7,227,858	$ 7,240,432	$ 8,198,801	$ 8,427,039

WATER DISTRIBUTION

Department Description

Water Distribution is responsible for delivering water from the water plant to all FPUA water customers for reliable, high-quality water for drinking, irrigation, and fire protection. They are also responsible for the maintenance of the systems used in the delivery. This includes all water mains, valves, and hydrants. A continual process of upgrading and maintenance is applied to all components of the distribution system. This department is also responsible for locating all of FPUA's underground utilities (water, sewer, gas, electric, fiber optic cable and traffic control loops for the City of Fort Pierce) for all of the general public, businesses, and government agencies.

The Meter Shop is responsible for the meters and backflow devices that connect the customer's service line to the FPUA water distribution system. Testing of these devices is necessary to protect revenue, and the water supply.

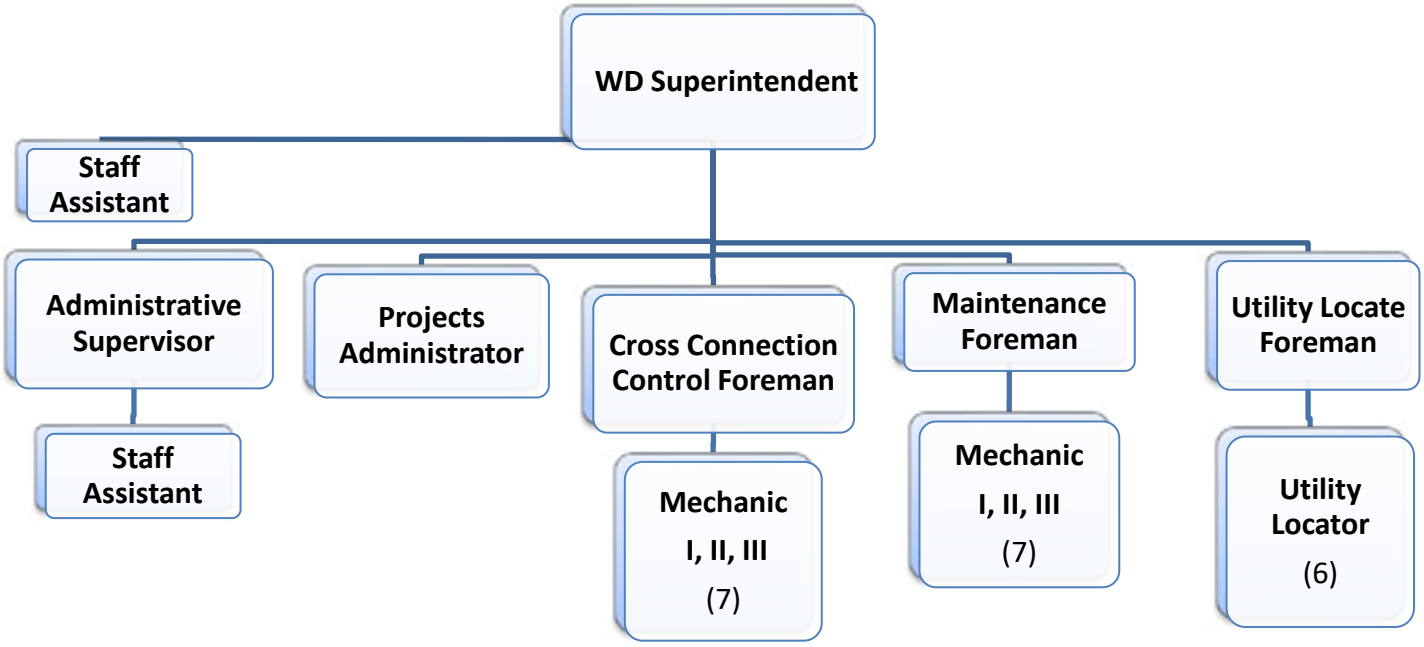
The Locators are responsible for identifying the location of underground utilities for customers and contractors before digging. The locators mark the position of water lines, wastewater lines, gas lines, and any underground electric lines. They also locate the traffic loop wires for the City of Fort Pierce.

Administration is responsible for dispatching and a variety of other services to the operation divisions. These services include payroll, purchasing, reports, data input, and other technical assistance as requested by operations.

Departmental Accomplishments

- Trained all employees for their DEP Level 3 or Level 1 water certification/re-certification.
- Two employees received training and received their FAA Drone Aircraft Pilot License.
- Installed 2 new bottle filling water stations in Downtown Fort Pierce.
- Installed Advance Meter Infrastructure (AMI).

WATER DISTRIBUTION STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
WD Superintendent	1	1	1	-
Administrative Supervisor	1	1	1	-
Projects Administrator	1	1	1	-
Cross Connection Control Foreman	1	1	1	-
Maintenance Foreman	1	1	1	-
Utility Locate Foreman	1	1	1	-
Utility Locator	6	6	6	-
Mechanic I, II, III	14	14	14	-
Staff Assistant	2	2	2	-
TOTAL FTE	28	28	28	-

WATER DISTRIBUTION

DEPARTMENTAL GOALS AND OBJECTIVES

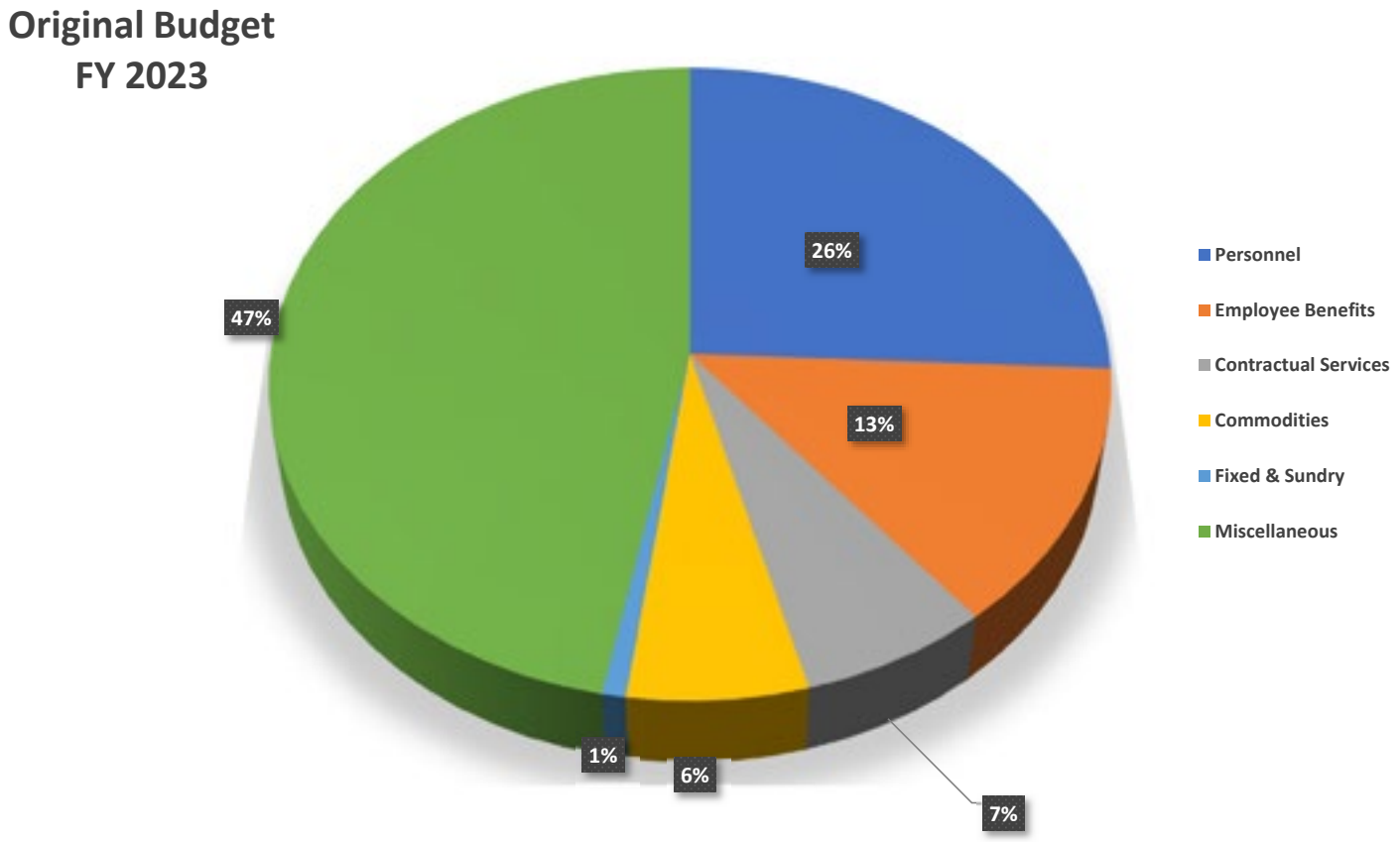
	Reliability	Provide reliable, high-quality water for drinking, irrigation, and fire protection.
		Accurately locate all of FPUA's underground utilities and the City of Fort Pierce Traffic Control Loop System.
		Install, maintain, test, repair or replace water meters for residential and commercial applications, as well as cross-connection devices.
		Upgrade water meters and backflow preventers.
	Employee Development and Satisfaction	Establish a Drone Aircraft program.
		Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	% of backflow prevention devices tested	100%	100%	100%	100%	100%	100%	100%
	% of distribution control valves inspected	10%	30%	10%	3%	10%	35%	10%
	% of hydrants inspected	50%	50%	50%	50%	50%	50%	50%
	% of meters changed out 20 years or older	10%	5%	10%	10%	10%	10%	10%
	Avg. # of monthly service calls	500	621	500	466	500	500	500
	Avg. # of services billed	21,000	21,314	21,500	21,784	21,500	21,800	21,800
	% of water loss	<5.0%	6.0%	<5.0%	6.3%	<5.0%	7%	<5.0%
	# of water quality trouble calls	<50	40	<50	35	<50	70	<50
	Percentage of meters converted to AMI *	-	-	-	15%	-	24%	49%
	Safety Frequency Rate	0	4.23	0	4.07	0	0	0
	Safety DART Rate	0	0	0	28.49	0	0	0

*AMI installation pilot program began in FY 2020, new performance measure

BUDGET SUMMARY - DEPT 64

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 1,314,615	$ 1,281,255	$ 1,331,558	$ 1,469,451	$ 137,893
Employee Benefits	864,444	568,380	714,461	766,100	51,639
Contractual Services	209,922	377,462	383,690	383,778	88
Commodities	329,626	363,475	358,600	363,600	5,000
Fixed & Sundry	54,997	63,456	44,969	47,676	2,707
Miscellaneous	2,621,383	2,706,286	2,765,000	2,683,000	(82,000)
TOTALS	**$ 5,394,987**	**$ 5,360,314**	**$ 5,598,278**	**$ 5,713,605**	**$ 115,327**



DEPT. 64 - WATER DISTRIBUTION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,238,099	$ 1,183,175	$ 1,231,558	$ 1,369,451
1020	Overtime	76,516	98,080	100,000	100,000
	Personnel Services Total	1,314,615	1,281,255	1,331,558	1,469,451
	EMPLOYEE BENEFITS				
4050	Retirement	303,603	50,898	204,419	245,773
4060	FICA	97,023	96,892	101,864	112,413
4070	Employees' Insurance	414,145	394,992	365,251	371,537
4090	Vacation Pay Expense	9,308	(14,024)	-	-
4100	Sick Pay Expense	(2,125)	(5,268)	-	-
4110	Net OPEB Expense	637	414	959	966
4600	Workers' Compensation	41,200	44,802	41,968	35,411
4640	Unemployment Claims	653	(326)	-	-
	Employee Benefits Total	864,444	568,380	714,461	766,100
	CONTRACTUAL SERVICES				
2122	Rentals	-	-	1,211	1,235
2132	Maintenance of Structures	185	-	-	-
2132	Maintenance Of Vehicles	27,637	21,904	25,000	25,000
2133	Maintenance Of Equipment	4,293	1,848	15,702	16,016
2139	Maintenance/Service Contracts	128,184	252,956	215,000	215,000
2140	Postage	-	7	50	50
2151	Printing	60	60	1,720	1,754
2164	Professional Fees	-	26,275	45,000	25,000
2166	Professional Fees - Other	3,503	1,685	4,200	4,200
2170	Training	8,535	17,813	15,000	16,000
2171	Travel	-	-	262	267
2190	Communications	15,206	25,958	29,100	45,300
2200	Utilities	21,118	23,454	24,800	27,300
2230	Employee Relations	716	820	1,100	1,100
2250	Community Relations	-	4,250	5,000	5,000
2260	Memberships - Professional	485	432	545	556
	Contractual Services Total	209,922	377,462	383,690	383,778
	COMMODITIES				
3311	Office Supplies	6,212	8,633	6,600	6,600
3316	Operating Supplies	235,353	226,648	217,000	217,000
3331	Vehicle Supplies	71,996	96,423	100,000	105,000
3340	Small Tools	16,065	31,771	35,000	35,000
	Commodities Total	329,626	363,475	358,600	363,600
	FIXED & SUNDRY				
4520	Licenses & Permits	5,356	5,533	6,500	6,500
4610	Property & Liab./Ins. & Uninsur.	41,947	57,923	38,469	41,176
4666	Inventory Adjustments	7,694	-	-	-
	Fixed & Sundry Total	54,997	63,456	44,969	47,676
	MISCELLANEOUS				
9030	Depreciation Expense	2,621,383	2,706,286	2,765,000	2,683,000
	Miscellaneous Total	2,621,383	2,706,286	2,765,000	2,683,000
	Total	$ 5,394,987	$ 5,360,314	$ 5,598,278	$ 5,713,605

WATER/WASTEWATER ENGINEERING

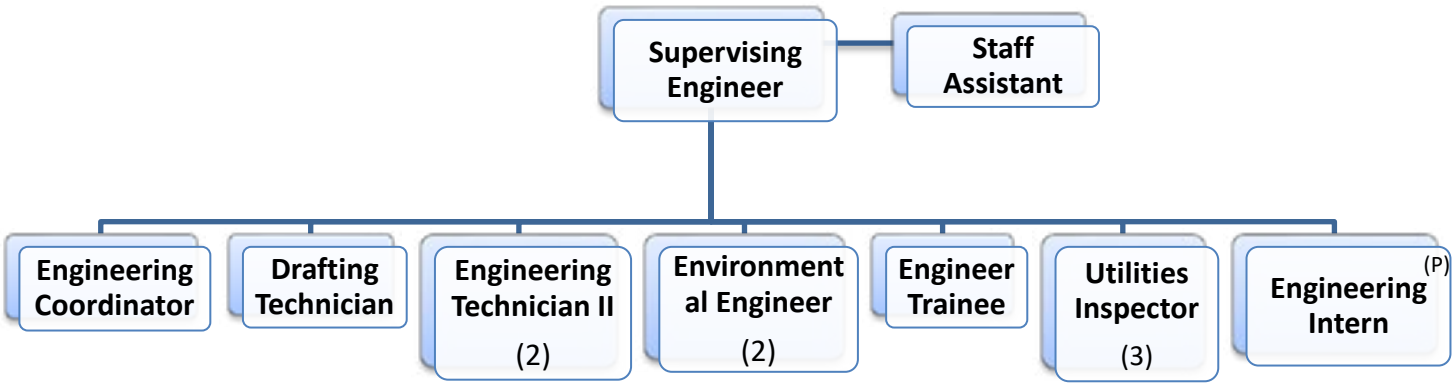
Department Description

The Water/Wastewater Engineering Department is responsible for engineering, design, permitting, inspection and construction management associated with expansions, repairs and upgrades of the Water Reclamation Facility, Water Treatment Plant, Water Distribution System, and Wastewater Collection System. The department is also tasked with planning for future growth and changes to our systems as technology and/or laws and regulations change. The department plans for growth of the various systems and schedules needed repair and replacement projects. They also coordinate system needs with consultants to ensure proper project scope, timing, and funding. Finally, they work with consultants on major construction projects that affect water and wastewater systems. They manage and inspect construction projects and develop standards for materials and designs.

Departmental Accomplishments

- Building the City/Building the Utility – Designed and permitted the Jefferson Parkway, U-Vista Court and Rolyat Street Water/Wastewater Expansion Projects. Consulted with CivilSurv Design Group to handle the survey and design of three additional expansion projects set to be completed in FY23.
- Designed, permitted and provided construction management of the Kings Highway Widening Project from Okeechobee Road to North of the I-95 Overpass.
- Bid and awarded construction contract associated with the Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement No. G0057. To enable the installation of industrial sewer connections at Digiorgio Rd.
- Designed and permitted the replacement of a 6-inch Cast Iron Pipe along US Highway 1 from Avenue H to Avenue M.
- Started the fourth Joint FPUA/City of Fort Pierce Utility/Roadway Reconstruction Project utilizing only in-house design and construction management personnel along Avenue B from North 8th Street to North 13th Street.
- Completed the survey for the 16-inch force main from Lift Station A to Avenue C and 7th Street required for designing and permitting of this main to redirect wastewater flows from the Island Water Reclamation Facility (IWRF) to the Mainland Water Reclamation Facility.

WATER/WASTEWATER ENGINEERING STAFFING



P-Part time employee

Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Supervising Engineer	1	1	1	-
Engineering Coordinator	1	1	1	-
Drafting Technician	1	1	1	-
Engineering Technician II	2	2	2	-
Environmental Engineer	1	1	1	-
Engineer Trainee	1	1	1	-
Utilities Inspector	3	3	3	-
Staff Assistant	2	2	2	-
GIS Analyst *	1	-	-	-
TOTAL FTE	13	12	12	-

* Position moved to Geospatial Technology March 2022

WATER/WASTEWATER ENGINEERING

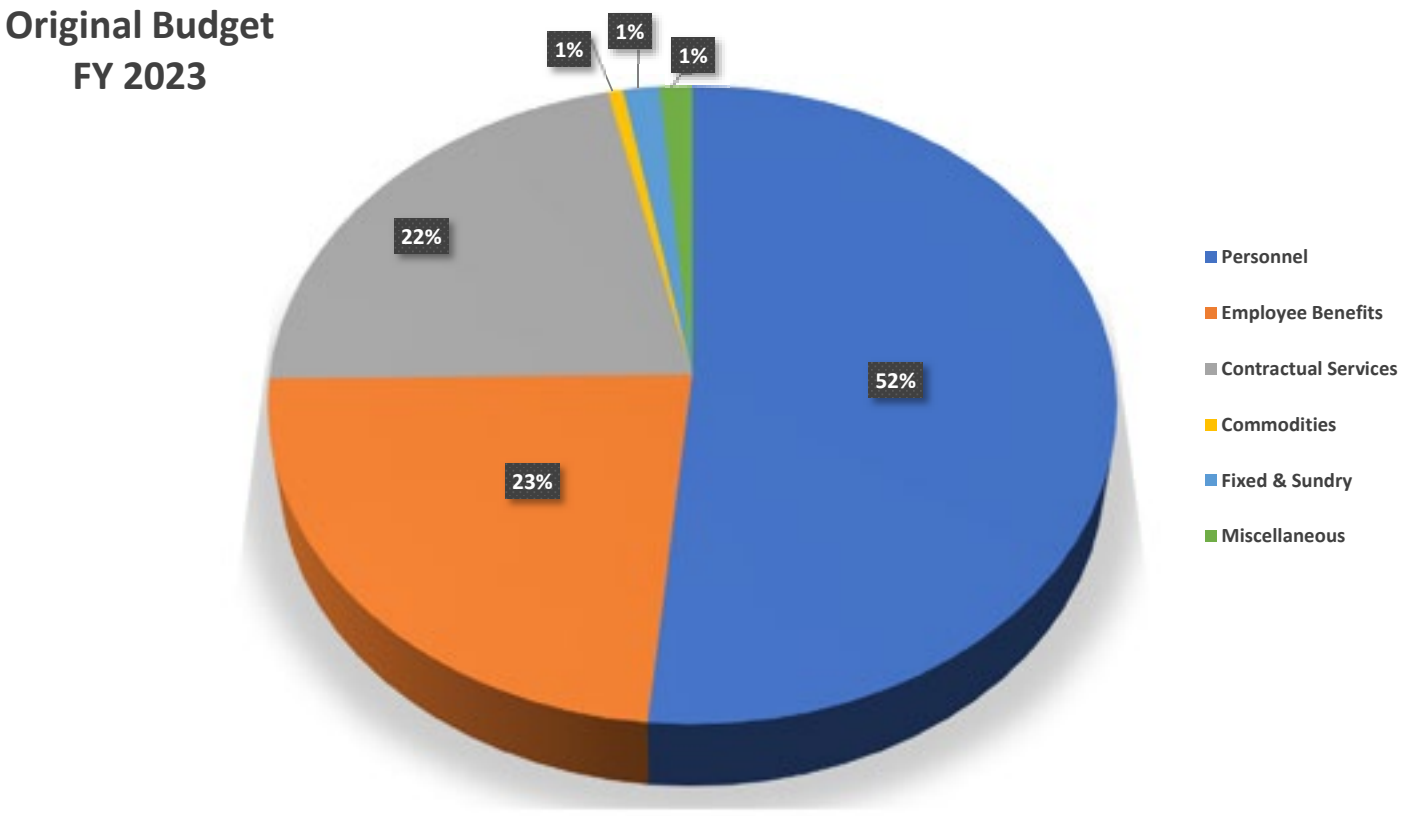
DEPARTMENTAL GOALS AND OBJECTIVES

	Building the Utility/City	Responsible for planning, engineering, permitting, and construction management associated with expansions, repairs and upgrades of the Water Reclamation Facility, Water Treatment Plant, Water Distribution System, and Wastewater Collection System
		Work with customers and developers to encourage viable growth, both commercial and residential, within the FPUA service area
		Coordinate work with other government and utility agencies to ensure cost effective designs and construction
		Ensure water supply/treatment capacities and wastewater collection/treatment capacities are adequate to support future growth
		Provide engineering support to other water and wastewater departments
		Prepare strategic plan to forecast future growth and/or changes to systems as technology, laws and regulations are modified

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Designs completed	20	21	20	21	20	22	20
	Site plans/permits reviewed	150	241	200	250	225	250	200
	Projects managed	80	121	90	121	90	100	90
	Water main replaced (ft)	8,000	10,307	10,000	9,281	10,000	8,500	10,000
	Sewer VCP Main replaced (ft)	500	3,030	1,000	2,186	800	800	800
	% of infrastructure verified	81.5%	81.8%	82.2%	90.1%	82.9%	90.3%	90.8%

BUDGET SUMMARY - DEPT 66

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 670,672	$ 727,651	$ 660,913	$ 757,699	$ 96,786
Employee Benefits	400,001	250,685	315,669	342,325	26,656
Contractual Services	46,343	52,275	179,586	319,140	139,554
Commodities	8,583	11,221	9,244	9,136	(108)
Fixed & Sundry	19,422	21,347	22,855	22,302	(553)
Miscellaneous	25,963	18,308	19,000	20,000	1,000
TOTALS	**$ 1,170,984**	**$ 1,081,487**	**$ 1,207,267**	**$ 1,470,602**	**$ 263,335**



DEPT. 66 - WATER/WASTEWATER ENGINEERING

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 670,433	$ 726,972	$ 658,913	$ 755,699
1020	Overtime	239	679	2,000	2,000
	Personnel Services Total	670,672	727,651	660,913	757,699
	EMPLOYEE BENEFITS				
4050	Retirement	156,773	28,318	92,035	115,156
4060	FICA	49,295	53,709	50,560	57,964
4070	Employees' Insurance	169,693	184,672	164,648	155,400
4090	Vacation Pay Expense	14,285	(11,447)	-	-
4100	Sick Pay Expense	1,501	(11,750)	-	-
4110	Net OPEB Expense	307	192	445	414
4600	Workers' Compensation	8,147	6,991	7,981	13,391
	Employee Benefits Total	400,001	250,685	315,669	342,325
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	-	741	1,960	1,960
2139	Maintenance/Service Contracts	10	-	115,000	157,800
2151	Printing	20	100	147	132
2164	Profess. Fees - Consulting/Eng.	-	-	10,000	98,000
2166	Professional Fees - Other	-	1,353	588	518
2170	Training	6,569	5,946	3,000	9,500
2172	Car Allowance	10,564	13,416	15,480	15,480
2190	Communications	6,113	6,350	5,500	5,700
2200	Utilities	22,287	22,873	26,000	28,600
2230	Employee Relations	215	661	539	450
2260	Memberships - Professional	565	835	1,372	1,000
	Contractual Services Total	46,343	52,275	179,586	319,140
	COMMODITIES				
3311	Office Supplies	3,625	3,792	3,200	3,200
3316	Operating Supplies	2,070	3,768	2,450	2,486
3331	Vehicle Supplies	2,888	3,661	3,300	3,300
3340	Small Tools	-	-	294	150
	Commodities Total	8,583	11,221	9,244	9,136
	FIXED & SUNDRY				
4520	Licenses & Permits	-	1,171	980	1,100
4610	Property & Liab./Ins. & Uninsur.	19,422	20,176	21,875	21,202
	Fixed & Sundry Total	19,422	21,347	22,855	22,302
	MISCELLANEOUS	-	-	-	-
9030	Depreciation Expense	25,963	18,308	19,000	20,000
	Miscellaneous Total	25,963	18,308	19,000	20,000
	Total	$ 1,170,984	$ 1,081,487	$ 1,207,267	$ 1,470,602

WATER RECLAMATION

Department Description

Water Reclamation is responsible for the proper treatment and disposal of the wastewater stream, enforcement of the Industrial Pretreatment Program and efficient operation of the Water Reclamation Facilities (IWRF/MWRF). This must be accomplished while meeting stringent State and Federal regulations.

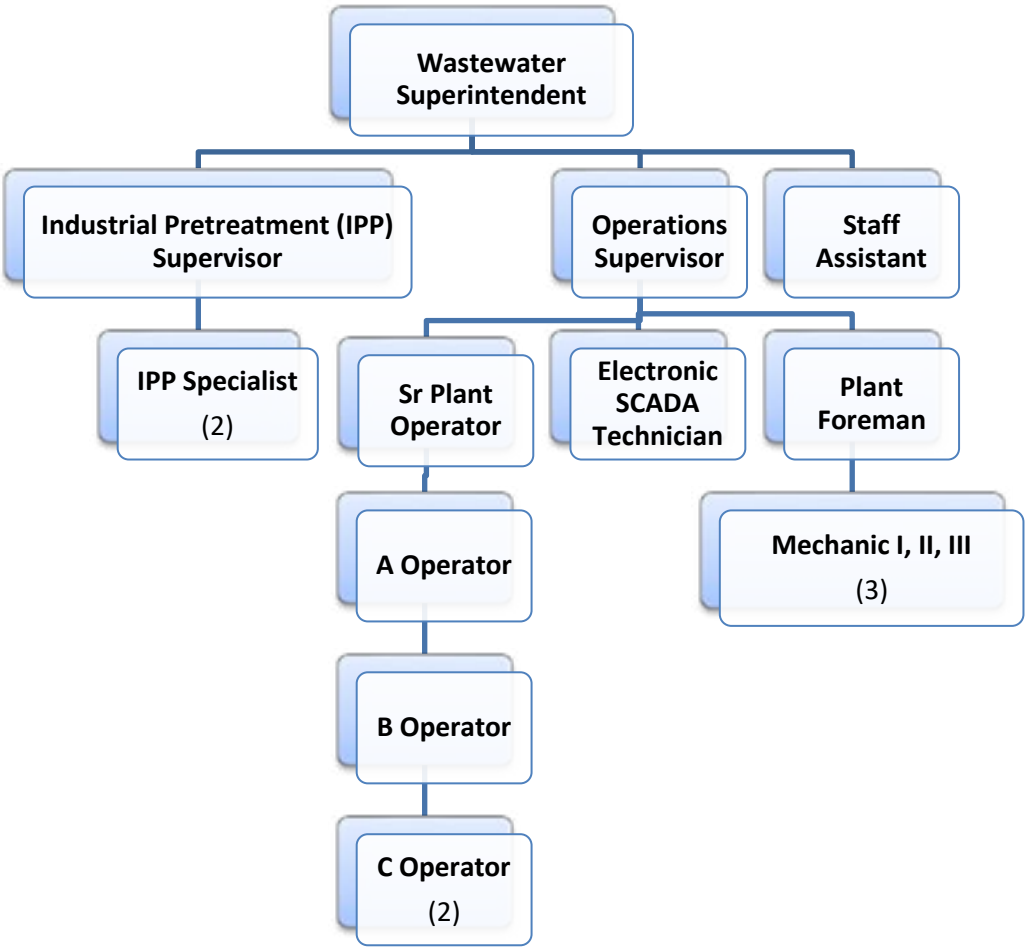
The FPUA Water Reclamation Facility is a 10 million gallon a day facility that treats the area's wastewater and discharges the treated effluent, into a deep injection well which is 3000+ feet deep, into the ground. The flows coming into the facility come from residential (homes), commercial (restaurants and other businesses), and industry (manufacturing, juicing, car washes, etc.). All the flow is brought to the facility via 116 lift stations which pump the wastewater using a series of gravity and force main sewers. Wastewater coming into the IWRF goes through preliminary treatment, treatment, and finally a clarification process.

Operates the Fats, Oils and Grease Control Program. This applies to grease haulers who perform pump out or cleaning services on grease interceptors, grease traps, lint traps, oil/water separators or sand separators.

Departmental Accomplishments

- Continued educational programs to inform commercial customers of new regulations
- Ensured that 100% of operations personnel met the requirements for recertification
- Performed scheduled preventative maintenance working towards an 80% scheduled maintenance vs. 20% emergency repair ratio

WATER RECLAMATION STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Wastewater Superintendent	1	1	1	-
Industrial Pretreatment (IPP) Supervisor	1	1	1	-
IPP Specialist	2	2	2	-
Operations Supervisor	1	1	1	-
Electronic SCADA Technician	1	1	1	-
Sr Plant Operator	1	1	1	-
A Operator	1	1	1	-
B Operator	1	1	1	-
C Operator	2	2	2	-
Plant Foreman	1	1	1	-
Mechanic I, II, III	3	3	3	-
Staff Assistant	1	1	1	-
TOTAL FTE	16	16	16	-

WATER RECLAMATION

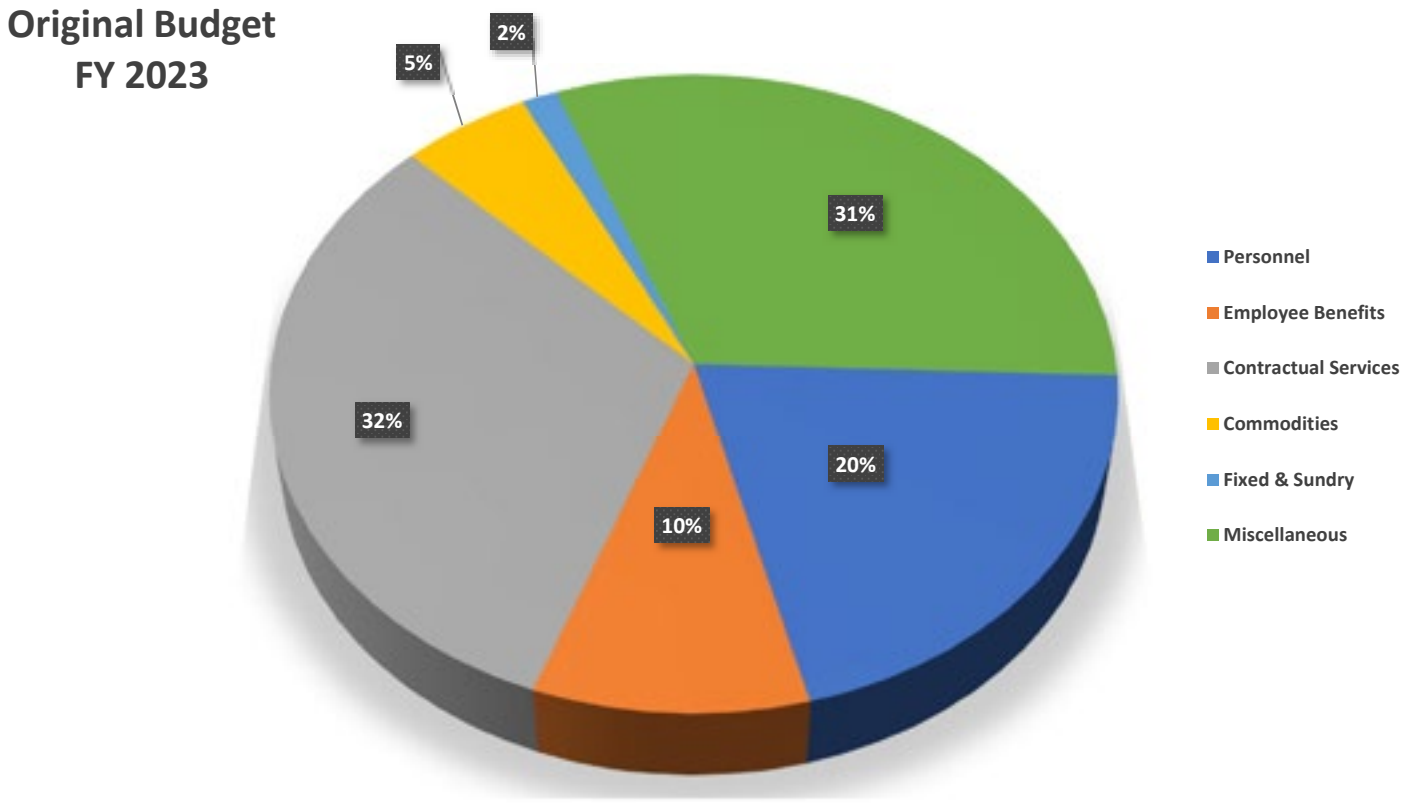
DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Operate and maintain the Island Water Reclamation Facility and Domestic Deep Injection Well
		Operate and maintain the Mainland Water Reclamation Facility Site and Industrial Deep Injection Wells
		Manage Industrial Pretreatment Program which meets all regulatory requirements
		Manage Fats, Oils and Grease Trap Program which ensures all regulatory requirements are met
		Responsible for operation of the Domestic and Industrial Waste Underground Injection Control Permitting Program
		Responsible for operation of the domestic waste NPDES permit
		Ensure proper treatment and disposal of the City of Fort Pierce wastewater
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Samples collected	2,500	2,245	2,400	2355	2,500	2,500	2,500
	Permitted industrial users	10	9	10	9	10	10	10
	% of grease traps inspected bi-annually	100%	100%	100%	100%	100%	100%	100%
	Injection well users	2	2	2	2	2	2	2
	Plant valve maintenance (monthly)	12	12	12	12	12	12	12
	Days meeting quality standards	365	365	365	365	365	365	365
	Plant Capacity (MGPD)	10	4.36	10	5.57	10	10	10
	% of employees with state required certification	100%	100%	100%	100%	100%	100%	100%
	Safety Frequency Rate	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

BUDGET SUMMARY - DEPT 82

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 757,814	$ 707,319	$ 774,676	$ 871,377	$ 96,701
Employee Benefits	402,290	289,544	374,971	411,417	36,446
Contractual Services	1,127,694	1,179,283	1,550,352	1,354,900	(195,452)
Commodities	183,958	230,283	225,860	229,500	3,640
Fixed & Sundry	46,204	49,624	65,445	63,997	(1,448)
Miscellaneous	1,156,866	1,267,142	1,320,000	1,336,000	16,000
TOTALS	**$ 3,674,826**	**$ 3,723,195**	**$ 4,311,304**	**$ 4,267,191**	**$ (44,113)**



DEPT. 82 - WATER RECLAMATION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 739,906	$ 689,294	$ 754,676	$ 851,377
1020	Overtime	17,908	18,025	20,000	20,000
	Personnel Services Total	757,814	707,319	774,676	871,377
	EMPLOYEE BENEFITS				
4050	Retirement	175,308	30,351	113,276	137,679
4060	FICA	61,665	57,788	59,263	66,660
4070	Employees' Insurance	197,178	193,639	187,301	190,524
4090	Vacation Pay Expense	3,666	(7,227)	-	-
4100	Sick Pay Expense	(50,411)	2,596	-	-
4110	Net OPEB Expense	378	237	548	552
4600	Workers' Compensation	14,506	12,160	14,583	16,002
	Employee Benefits Total	402,290	289,544	374,971	411,417
	CONTRACTUAL SERVICES				
2122	Rentals	11,002	12,186	19,760	11,760
2132	Maintenance Of Vehicles	2,220	19,059	15,778	14,000
2133	Maintenance Of Equipment	31,697	28,442	26,460	26,460
2139	Maintenance/Service Contracts	605,626	596,233	743,415	600,000
2140	Postage	-	-	100	100
2151	Printing	50	100	100	100
2164	Profess. Fees - Consulting/Eng.	-	-	125,000	-
2166	Professional Fees - Other	471	-	-	-
2170	Training	5,164	6,996	5,000	5,000
2171	Travel	-	20	-	-
2172	Car Allowance	5,788	5,880	5,880	5,880
2190	Communications	9,546	10,903	28,159	53,000
2200	Utilities	455,779	498,905	579,000	636,900
2230	Employee Relations	231	499	800	800
2240	Business Relations	-	-	600	600
2260	Memberships - Professional	120	60	300	300
	Contractual Services Total	1,127,694	1,179,283	1,550,352	1,354,900
	COMMODITIES				
3311	Office Supplies	2,586	2,231	3,500	3,500
3316	Operating Supplies	62,851	86,772	68,600	75,000
3320	Chemicals	106,009	131,810	140,000	140,000
3331	Vehicle Supplies	11,956	8,754	11,760	10,000
3340	Small Tools	556	716	2,000	1,000
	Commodities Total	183,958	230,283	225,860	229,500
	FIXED & SUNDRY				
4520	Licenses & Permits	1,109	1,551	10,800	12,000
4610	Property & Liab./Ins. & Uninsur.	45,095	48,073	54,645	51,997
	Fixed & Sundry Total	46,204	49,624	65,445	63,997
	MISCELLANEOUS				
9030	Depreciation Expense	1,156,866	1,267,142	1,320,000	1,336,000
	Miscellaneous Total	1,156,866	1,267,142	1,320,000	1,336,000
	Total	$ 3,674,826	$ 3,723,195	$ 4,311,304	$ 4,267,191

WASTEWATER COLLECTION

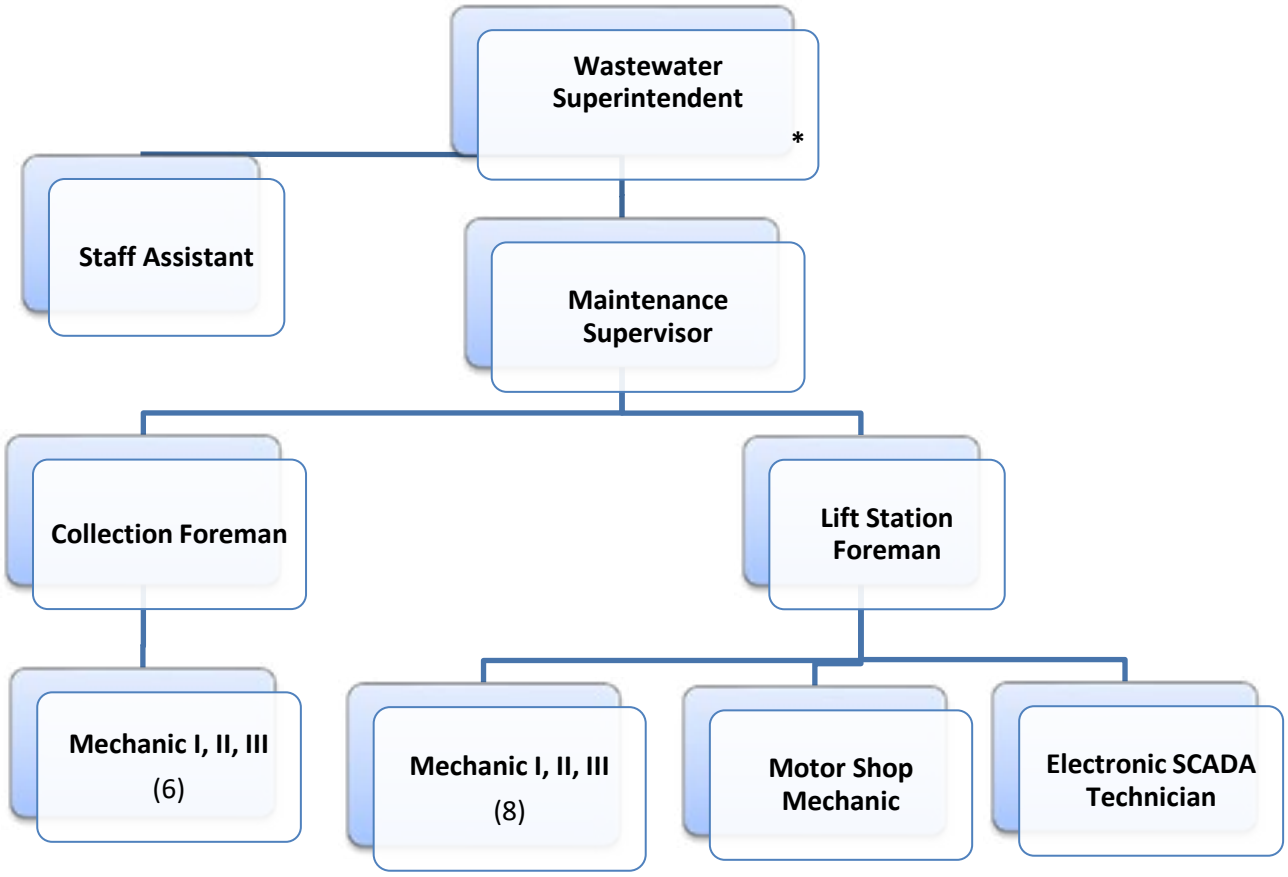
Department Description

Fort Pierce Utilities Authority (FPUA) Wastewater Collection (WWC) is responsible for the operation and maintenance of the Wastewater Collection system serving the City of Fort Pierce and sections of unincorporated St. Lucie County. WWC Department preserves the integrity of the collection system through planned and executed preventive maintenance programs: includes repairing and/or replacing deteriorated and damaged gravity lines and laterals. A continual lift station preventative maintenance program is practiced ensuring the lift station components are operating efficiently. Each lift station collects wastewater from the gravity collection system which collects in a storage tank until it is pumped through pipes called force mains to the treatment facility. WWC Provides customers with reliable, high-quality service through a systematic application of an inspection and preventive maintenance programs designed to prevent problems from occurring while extending the life of the system.

Departmental Accomplishments

- Completed rehabilitation of six lift stations utilizing FPUA crews
- Continued cross training of employees between wastewater collection and lift station
- Initiated a program to provide Low Pressure Sewer Systems (LPSS) where conventional gravity sewer is cost prohibited.
- Established a financing program for CIA of construction for of the Low Pressure Sewer Service

WASTEWATER COLLECTION STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Maintenance Supervisor	1	1	1	-
Collection Foreman	1	1	1	-
Lift Station Foreman	1	1	1	-
Electronic SCADA Technician	1	1	1	-
Motor shop Mechanic	1	1	1	-
Mechanic I, II, III	14	14	14	-
Staff Assistant	1	1	1	-
TOTAL FTE	20	20	20	-

*Wastewater Superintendent's salary is split between Water Reclamation and Wastewater Collection. FTE count is held in Water Reclamation.

WASTEWATER COLLECTION

DEPARTMENTAL GOALS AND OBJECTIVES

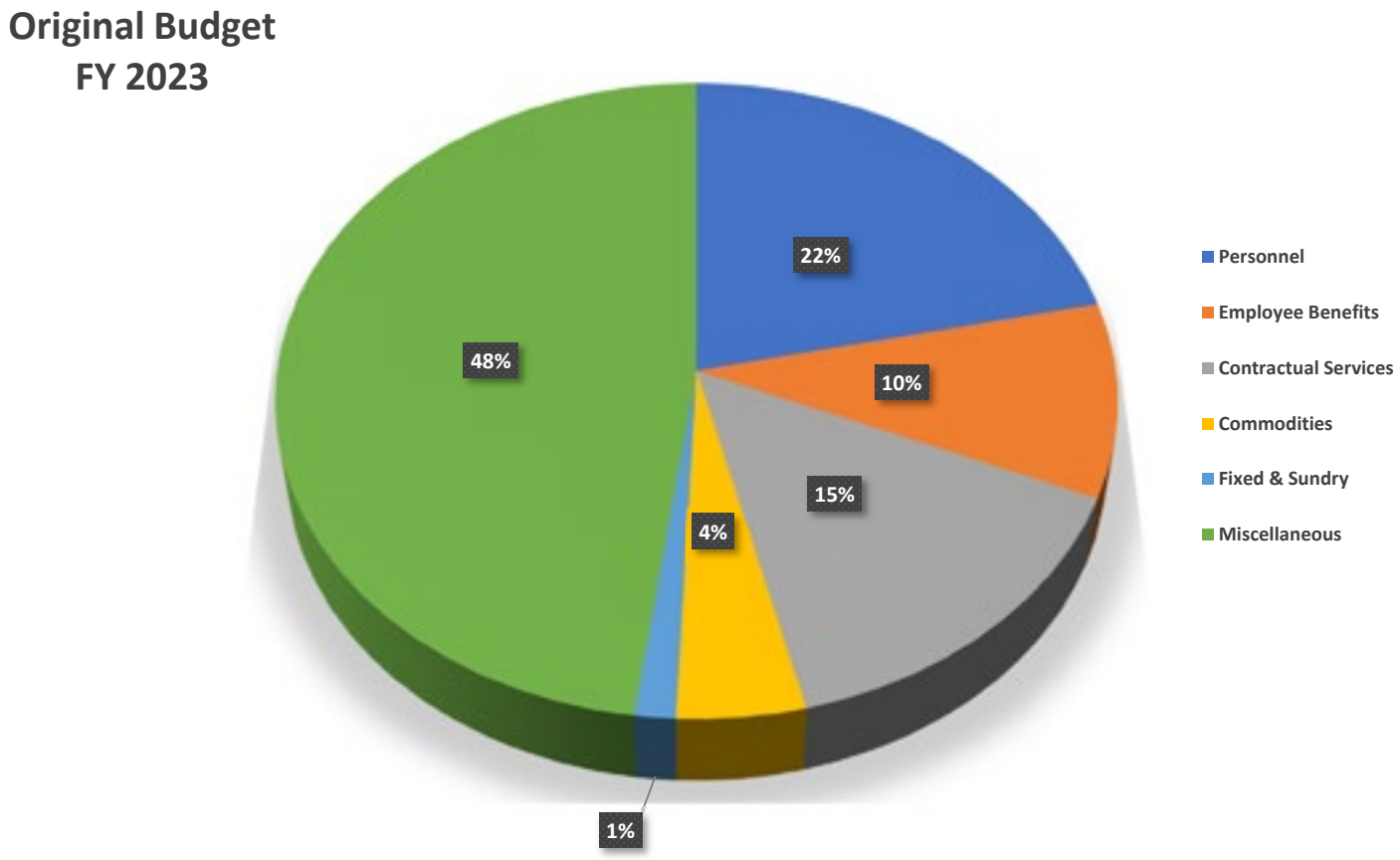
	Reliability	Preserve the integrity of the collection system through planned and executed preventative maintenance programs.
		Operate and perform preventative maintenance on lift stations to ensure they are performing efficiently
		Provide customers with reliable, high-quality service through a systematic application of an inspection and preventive maintenance programs.
		Ensure good working relationships with regulatory agencies and City of Fort Pierce departments
	Building the Utility/City	Raise awareness of conversion program from septic to the Low Pressure Sewer systems; resulting in an increase in customers
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Lift stations	120	119	120	121	121	121	122
	Lift station preventative maintenance performed	350	286	350	323	350	350	350
	Avg. preventative maintenance performed annually on each lift station	3.0	2.4	3.0	2.6	3.0	3.0	3.0
	Lift station rehabilitations (in-house)	6	6	2	2	2	2	2
	Manholes serviced	50	52	45	39	50	50	50
	% of manholes inspected annually	50%	35%	40%	42%	50%	45%	50%
	Miles of force main lines	100	101	101	101	103	101	103
	Cost for 1,000 gallons billed	$2.41	$2.25	$2.50	$2.32	$2.58	$2.46	<$2.57
	Installation of LPSS*	-	-	-	-	-	16	50
	Safety Frequency Rate	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

*New performance measure

BUDGET SUMMARY - DEPT 84

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 1,058,677	$ 1,072,548	$ 1,115,475	$ 1,222,954	$ 107,479
Employee Benefits	568,238	376,972	529,124	558,768	29,644
Contractual Services	652,086	833,749	784,205	839,575	55,370
Commodities	232,898	260,235	281,620	256,620	(25,000)
Fixed & Sundry	70,799	78,146	83,648	81,898	(1,750)
Miscellaneous	2,370,839	2,644,888	2,705,000	2,716,000	11,000
TOTALS	**$ 4,953,537**	**$ 5,266,538**	**$ 5,499,072**	**$ 5,675,815**	**$ 176,743**



DEPT. 84 - WASTEWATER COLLECTION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 980,310	$ 971,190	$ 1,015,475	$ 1,122,954
1020	Overtime	78,367	101,358	100,000	100,000
	Personnel Services Total	1,058,677	1,072,548	1,115,475	1,222,954
	EMPLOYEE BENEFITS				
4050	Retirement	217,945	38,296	182,082	197,528
4060	FICA	68,950	69,091	85,334	93,556
4070	Employees' Insurance	241,285	264,154	242,565	246,739
4090	Vacation Pay Expense	16,164	(4,275)	-	-
4100	Sick Pay Expense	3,123	(6,172)	-	-
4110	Net OPEB Expense	472	296	685	690
4600	Workers' Compensation	18,361	15,492	18,458	20,255
4640	Unemployment Claims	1,938	90	-	-
	Employee Benefits Total	568,238	376,972	529,124	558,768
	CONTRACTUAL SERVICES				
2122	Rentals	23,203	28,945	23,663	23,633
2132	Maintenance Of Vehicles	21,672	36,514	36,000	36,000
2133	Maintenance Of Equipment	21,500	103,786	34,528	34,528
2139	Maintenance/Service Contracts	326,921	358,407	367,000	392,000
2151	Printing	40	-	98	98
2166	Professional Fees - Other	1,355	1,170	1,836	1,836
2170	Training	4,937	932	4,500	4,500
2172	Car Allowance	5,880	5,880	5,880	5,880
2190	Communications	9,166	10,798	10,600	11,000
2200	Utilities	237,121	286,829	299,300	329,300
2230	Employee Relations	291	488	800	800
	Contractual Services Total	652,086	833,749	784,205	839,575
	COMMODITIES				
3311	Office Supplies	2,428	1,865	2,800	2,800
3316	Operating Supplies	146,390	147,113	172,000	147,000
3320	Chemicals	9,197	18,188	27,440	27,440
3331	Vehicle Supplies	67,334	90,029	73,500	73,500
3340	Small Tools	7,549	3,040	5,880	5,880
	Commodities Total	232,898	260,235	281,620	256,620
	FIXED & SUNDRY				
4520	Licenses & Permits	6,718	7,853	7,840	7,840
4610	Property & Liab./Ins. & Uninsur.	61,260	70,293	75,808	74,058
4666	Inventory Adjustments	2,821	-	-	-
	Fixed & Sundry Total	70,799	78,146	83,648	81,898
	MISCELLANEOUS				
9030	Depreciation Expense	2,370,839	2,644,888	2,705,000	2,716,000
	Miscellaneous Total	2,370,839	2,644,888	2,705,000	2,716,000
	Total	$ 4,953,537	$ 5,266,538	$ 5,499,072	$ 5,675,815

DIRECTOR OF UTILITY SUPPORT SERVICES

Daniel Retherford, P.E.

Customer Service

Regina D. Morris
Manager

Information Technology Services

Thomas Fryar
Manager

Facilities/Materials Management

Eric Winterstein, C.F.M.
Superintendent

FPUAnet® Communications

Jason Mittler
Manager

Manatee Observation & Education Center

Jessica Kadie Barclay
Manager

Geospatial Technology

Jason Drost
Manager

Department	FINAL 9/30/2020	FINAL 9/30/2021	AMENDED BUDGET 9/30/2022	ORIGINAL BUDGET 9/30/2023	CHANGE FROM 9/30/2022 TO 9/30/2023
01 Manatee Observation & Education Ctr	4 P	4 P	4 P	4 P	-
22 Materials Management	6 D	7 D	7 D	7 D	-
31 Director of Utility Support Services	2	2	2	1	(1)
32 Information Technology Services	17	17	17	17	-
35 Facilities	5	6	6	6	-
43 Customer Service	26 D	28 D	29 D	29 D	-
46 Geospatial Technology Services	-	-	4	4	-
93 FPUAnet Communications	4	4	7	8	1
TOTAL FTE	**64**	**68**	**76**	**76**	**-**

D - Includes DROP participant employees

P - Excludes part-time employees

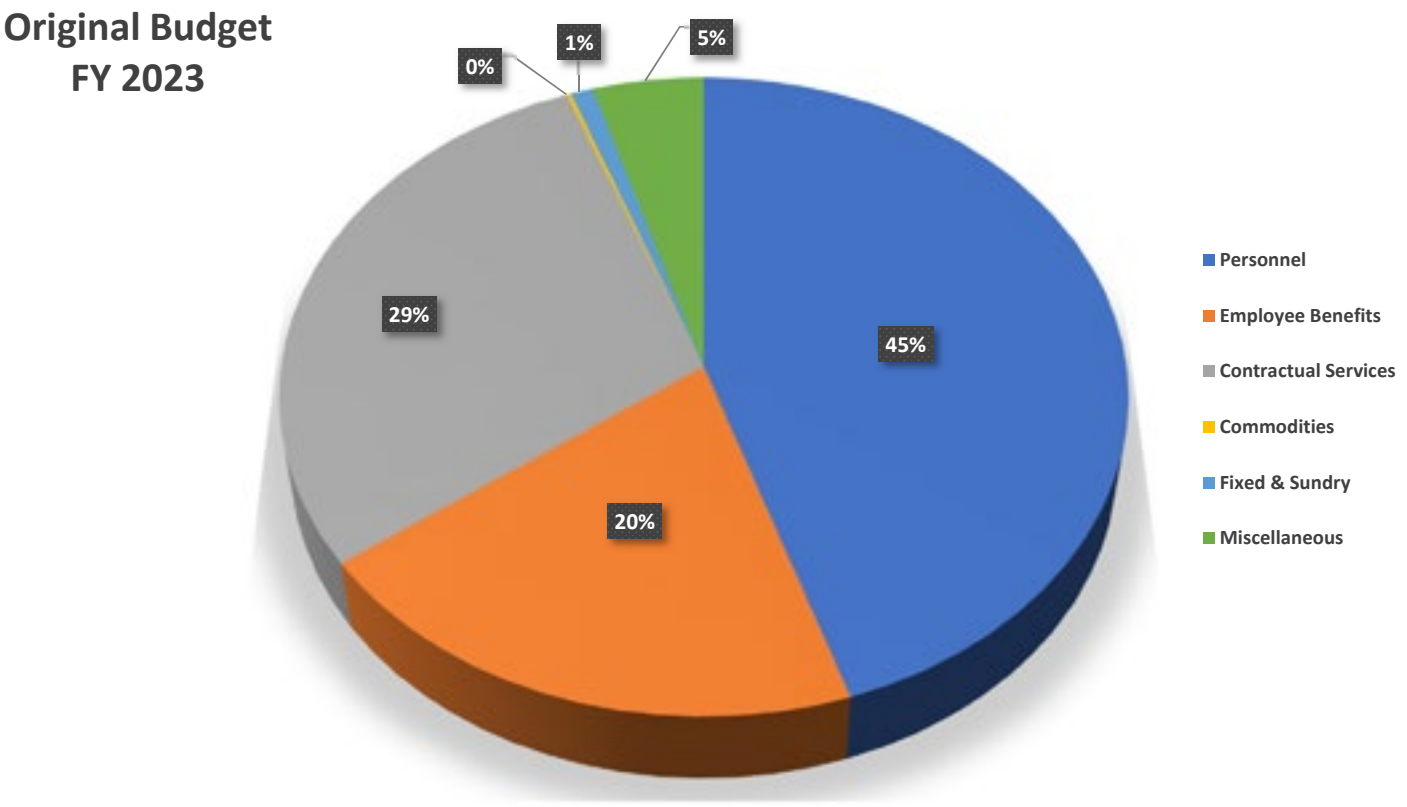
DIRECTOR OF UTILITIES

SUPPORT SERVICES

- Provide planning and direction for the following departments:
  - Manatee Observation and Education Center – Department 01
  - Materials Management – Department 22
  - Information Technology Services – Department 32
  - Facilities – Department 35
  - Customer Service – Department 43
  - Geospatial Technology – Department 46
  - FPUAnet® Communications – Department 93

BUDGET SUMMARY - DEPT 31

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 184,510	$ 177,952	$ 200,302	$ 135,200	$ (65,102)
Employee Benefits	91,354	54,991	74,785	60,606	(14,179)
Contractual Services	30,472	30,807	64,331	88,060	23,729
Commodities	1,550	318	550	525	(25)
Fixed & Sundry	26,981	2,474	2,478	2,801	323
Miscellaneous	18,822	21,891	14,000	14,000	-
TOTALS	**$ 353,689**	**$ 288,433**	**$ 356,446**	**$ 301,192**	**$ (55,254)**



DEPT. 31 - DIRECTOR OF UTILITY SUPPORT SERVICES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 184,510	$ 177,952	$ 200,302	$ 135,200
	Personnel Services Total	184,510	177,952	200,302	135,200
	EMPLOYEE BENEFITS				
4050	Retirement	42,746	7,275	33,891	24,282
4060	FICA	14,096	13,574	15,323	10,343
4070	Employees' Insurance	34,163	36,149	25,396	25,833
4090	Vacation Pay Expense	360	(1,800)	-	-
4100	Sick Pay Expense	(160)	(327)	-	-
4110	Net OPEB Expense	47	30	68	34
4600	Workers' Compensation	102	90	107	114
	Employee Benefits Total	91,354	54,991	74,785	60,606
	CONTRACTUAL SERVICES				
2164	Profess. Fees - Consulting/Eng.	-	-	15,000	25,000
2170	Training	150	749	8,500	20,000
2171	Travel	143	-	50	-
2172	Car Allowance	8,460	8,093	7,781	8,460
2190	Communications	398	543	600	600
2230	Employee Relations	40	-	-	-
2240	Business Relations	96	92	2,000	3,000
2260	Memberships - Professional	785	930	1,000	1,000
2262	Memberships - Civic	20,400	20,400	29,400	30,000
	Contractual Services Total	30,472	30,807	64,331	88,060
	COMMODITIES				
3311	Office Supplies	1,430	198	500	500
3313	Subscriptions	120	120	50	25
	Commodities Total	1,550	318	550	525
	FIXED & SUNDRY				
4520	Licenses & Permits	-	99	-	150
4610	Property & Liab./Ins. & Uninsur.	26,981	2,375	2,478	2,651
	Fixed & Sundry Total	26,981	2,474	2,478	2,801
	MISCELLANEOUS				
9030	Depreciation Expense	18,822	21,891	14,000	14,000
	Miscellaneous Total	18,822	21,891	14,000	14,000
	Total	$ 353,689	$ 288,433	$ 356,446	$ 301,192

MANATEE OBSERVATION & EDUCATION CENTER

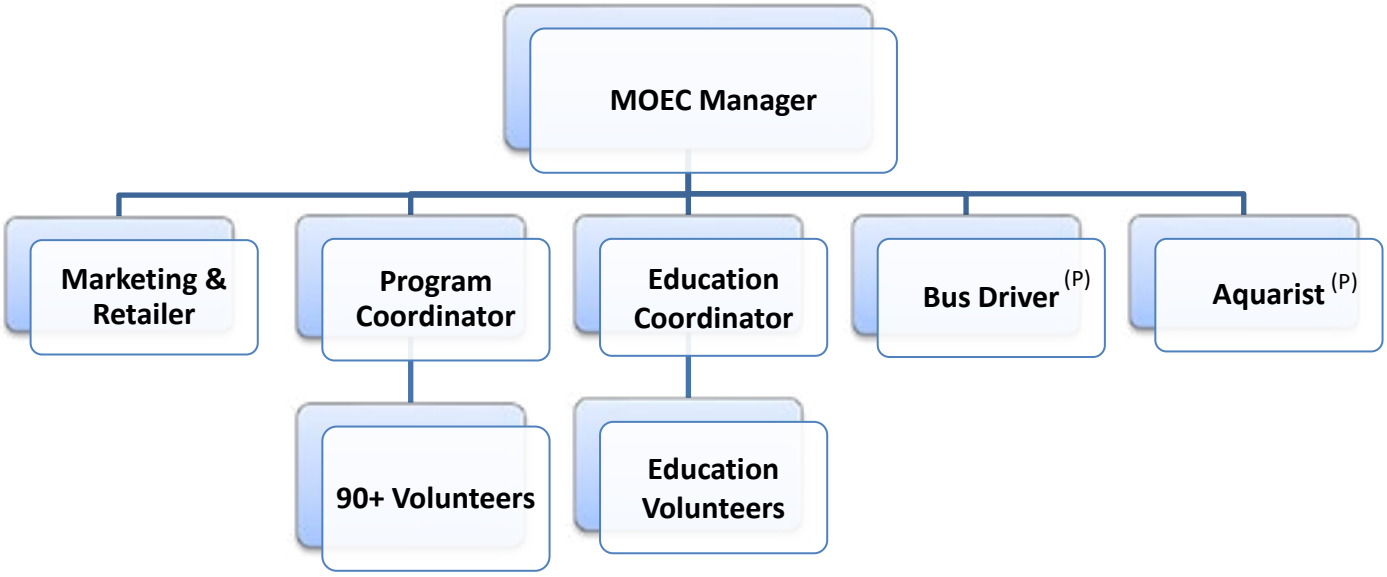
Department Description

This department manages the operations of the Manatee Observation and Education Center (MOEC) to provide nature-related education, and a clean and safe facility for viewing endangered Florida manatee and other wildlife of Moore's Creek and the Indian River Lagoon. The mission of the MOEC is to promote understanding and responsible actions for the protection of the fragile ecosystems in the Treasure Coast Region and their inhabitants.

Departmental Accomplishments

- Partnered with Treasure Coast Sports Commission and St. Lucie County Tourism Department to host the National Firefighter Combat Challenge and free Family Day at the Manatee Center
- Through a highly-publicized fundraising campaign, and in partnership with TCMF, raised funds and installed nearly one acre of sea grass in Moore's Creek
- Partnered with Sea and Shoreline to collaborate and ultimately receive a grant from Indian River Lagoon National Estuary Program. With the Indian River Lagoon National Estuary Program grant, we partnered with Fort Pierce Yacht Club to do a half-acre of seagrass restoration and enhancement research over at their location on the Indian River Lagoon
- Participated in the Sights and Sounds on 2nd Street Christmas Parade and placed 2nd best float overall
- Partnered with Treasure Coast Manatee Foundation (TCMF) to host the 14th Annual 5K
- Awarded 2021 Dyer Difference Award in recognition of outstanding achievements and tireless efforts in making our community a better place to live

MANATEE OBSERVATION AND EDUCATION CENTER STAFFING



P-Part time employees

Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
MOEC Manager	1	1	1	-
Marketing & Retailer	1	1	1	-
Program Coordinator	1	1	1	
Education Coordinator	1	1	1	-
TOTAL FTE	4	4	4	-

MANATEE OBSERVATION & EDUCATION CENTER

DEPARTMENTAL GOALS AND OBJECTIVES

	FPUA Image	Promote understanding and responsible actions for the protection of the Treasure Coast's fragile ecosystems and their inhabitants, especially the threatened Florida Manatee
		Provide environmental education to the public through exhibits, wildlife viewing, events, programs, and boat tours
		Provide environmental education to students through classroom programs, outreach programs, and field activities
		Raise funds from grants, individual and corporate donations, sponsorships, memberships, admissions, boat tours, programs, Center fundraisers, and gift shop sales
		Maintain positive working relationship and assist with development and implementation of activities associated with Treasure Coast Manatee Foundation (TCMF)
		Maintain an active volunteer program to enhance MOEC's community presence, offer additional education, and provide a work force to assist in the operation of the MOEC

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Lunch-n-learn lecture attendees	365	549	365	262*	365	310	365
	Educ. program participants (students & campers)	4,700	3,966 *	4,700	2,631*	4,700	4,176*	4,700
	Individuals engaged* **	52,000	39,207 *	52,000	23,407*	52,000	66,882	60,000
	Grant revenue	$10,000	$24,464	$10,000	$25, 274	$15,000	$42,514	$54,875
	Volunteer hours	12,000	8,489 *	12,000	5,351*	12,000	9,948	12,000
	Manatees spotted	**	470	**	215	**	348	**

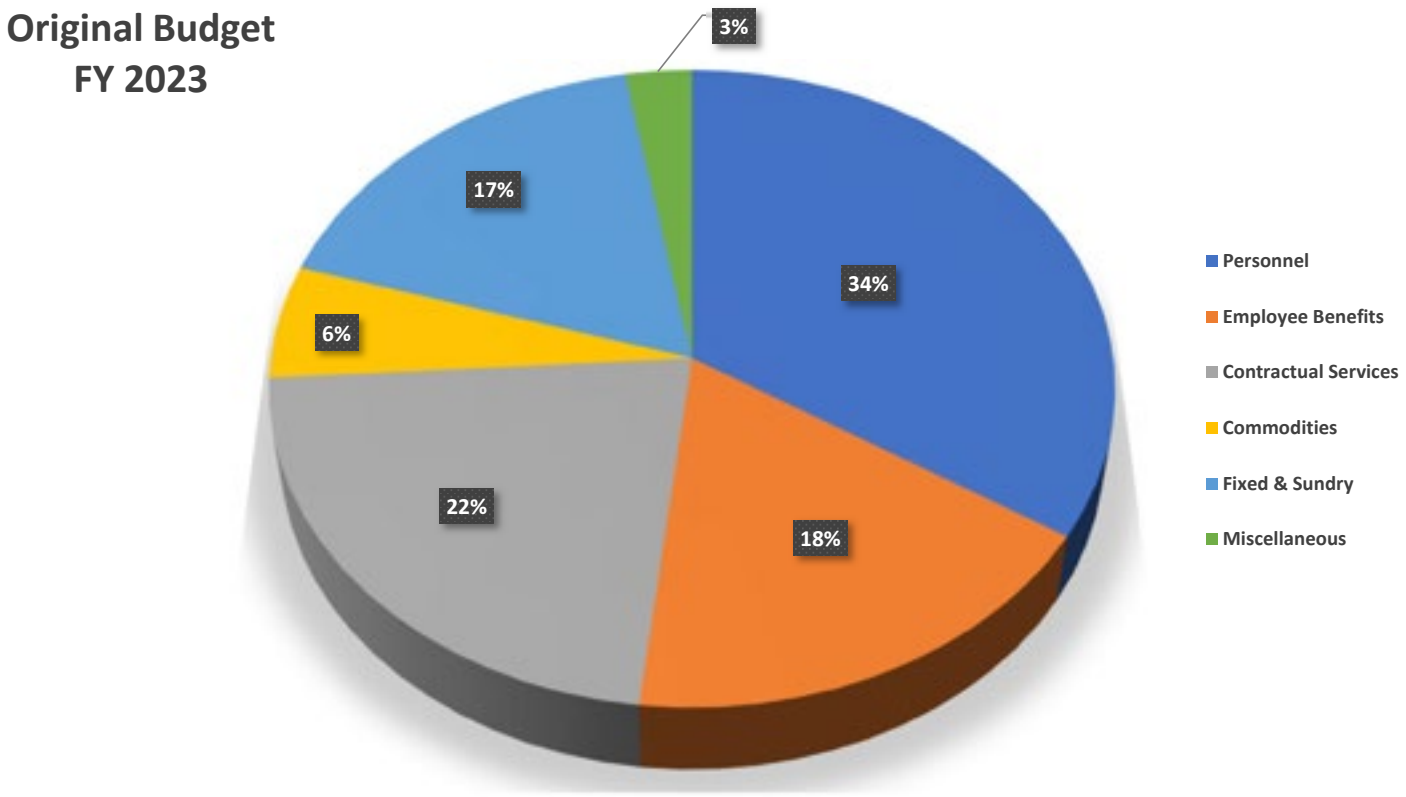
* Lower numbers due to pandemic

** No Goal –Actual count observed during operating hours

*** Individuals engaged represents the sum of: Visitors to the MOEC exhibit hall, Education Program Participants (on-site and off-site), Boat Tour Patrons, and Visitors Engaged at Offsite Partner Events where MOEC participates.

BUDGET SUMMARY - DEPT 1

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 179,782	$ 181,585	$ 180,043	$ 207,404	$ 27,361
Employee Benefits	111,888	64,881	98,733	108,586	9,853
Contractual Services	75,138	75,449	80,507	135,432	54,925
Commodities	29,051	14,689	23,937	34,937	11,000
Fixed & Sundry	55,898	46,161	124,339	106,497	(17,842)
Miscellaneous	10,997	13,225	15,000	17,000	2,000
TOTALS	**$ 462,754**	**$ 395,990**	**$ 522,559**	**$ 609,856**	**$ 87,297**



DEPT. 01 - MANATEE OBSERVATION & EDUCATION CENTER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 179,082	$ 180,989	$ 178,543	$ 206,404
1020	Overtime	700	596	1,500	1,000
	Personnel Services Total	179,782	181,585	180,043	207,404
	EMPLOYEE BENEFITS				
4050	Retirement	42,039	7,105	30,463	37,250
4060	FICA	13,385	13,335	13,773	15,866
4070	Employees' Insurance	46,572	48,284	53,473	54,393
4090	Vacation Pay Expense	1,411	(7,542)	-	-
4100	Sick Pay Expense	5,070	2,931	-	-
4110	Net OPEB Expense	94	59	137	138
4600	Workers' Compensation	3,317	709	887	939
	Employee Benefits Total	111,888	64,881	98,733	108,586
	CONTRACTUAL SERVICES				
2110	Advertising	9,578	9,365	10,290	10,290
2131	Maintenance Of Buildings	2,589	1,891	2,450	16,785
2132	Maintenance of vehicles	283	-	294	294
2133	Maintenance Of Equipment	248	279	686	686
2139	Maintenance/Service Contracts	32,182	37,162	41,160	80,545
2140	Postage	399	554	490	490
2151	Printing	929	366	1,764	1,764
2166	Professional Fees - Other	-	429	245	245
2170	Training	10,500	5,587	875	1,200
2172	Car Allowance	3,300	3,300	3,520	3,300
2190	Communications	3,437	3,736	4,100	4,300
2200	Utilities	8,306	8,128	9,400	10,300
2230	Employee/Volunteer Relations	2,667	3,912	4,459	4,459
2260	Memberships - Professional	515	535	573	573
2262	Memberships - Civic	205	205	201	201
	Contractual Services Total	75,138	75,449	80,507	135,432
	COMMODITIES				
3311	Office Supplies	522	935	1,470	1,470
3316	Operating Supplies	28,381	13,656	22,320	33,320
3331	Vehicle Supplies	148	98	147	147
	Commodities Total	29,051	14,689	23,937	34,937
	FIXED & SUNDRY				
4010	Cost of Goods Sold	44,207	34,413	97,600	84,000
4015	Sales Discount	4,283	2,037	10,780	7,500
4020	Cash (Over) Short	71	(7)	196	200
4520	Licenses & Permits	738	29	436	100
4610	Property & Liab./Ins. & Uninsur.	7,559	8,591	9,327	8,697
4666	Inventory Adjustments	(964)	418	-	-
5730	Bank Charges	4	680	6,000	6,000
	Fixed & Sundry Total	55,898	46,161	124,339	106,497
	MISCELLANEOUS				
9030	Depreciation Expense	10,997	13,225	15,000	17,000
	Miscellaneous Total	10,997	13,225	15,000	17,000
	Total	$ 462,754	$ 395,990	$ 522,559	$ 609,856

MATERIALS MANAGEMENT

Department Description

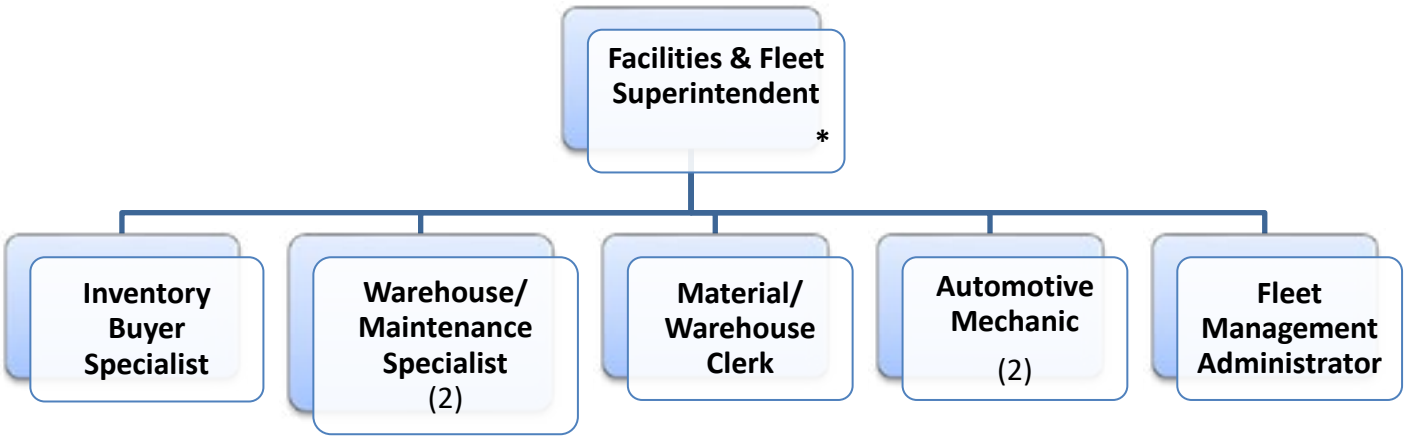
The Materials Management Department is responsible for maintaining and controlling a computerized inventory system consisting of electric, water, gas, and wastewater parts; janitorial, medical, and office supplies; and communication equipment. The department is also responsible for disposing of obsolete materials, testing of PCB transformers, and maintaining the vehicle fuels inventory.

Materials Management also includes Centralized Fleet Services which oversees the entire fleet of vehicles in service. This portion of the department ensure that timely maintenance and repairs are completed for each vehicle to optimize the efficiency of our fleet. Fleet Services also ensures that vehicles that are no longer reliable are auctioned to the public.

Departmental Accomplishments

- Adjusted inventory to meet current needs
- Cross-trained fleet and warehouse staff to provide additional manpower during shortage or restoration event
- Inspected all vehicles for safety issues when serviced for maintenance or repairs. This includes verifying all vehicles are equipped with the appropriate safety equipment (fire extinguisher, first aid kit, AED, etc.)
- All standard utility vehicles purchased through Centralized Fleet Services
- Developed vehicle specifications for roadside safety in compliance with FDOT standards
- Began the initiation of safety chevrons on the back of all vehicles to ensure employee safety.
- Implemented the online auction process for retired assets.

MATERIALS MANAGEMENT STAFFING



Classification	Final FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Inventory Buyer Specialist	1	1	1	-
Warehouse/Maintenance Specialist	2	2	2	-
Material/Warehouse Clerk	1	1	1	-
Automotive Mechanic	2	2	2	-
Fleet Management Administrator	1	1	1	-
TOTAL FTE	7	7	7	-

*Facilities & Fleet Superintendent's salary is split between Materials Management and Facilities. FTE count is held in Facilities.

MATERIALS MANAGEMENT

DEPARTMENTAL GOALS AND OBJECTIVES

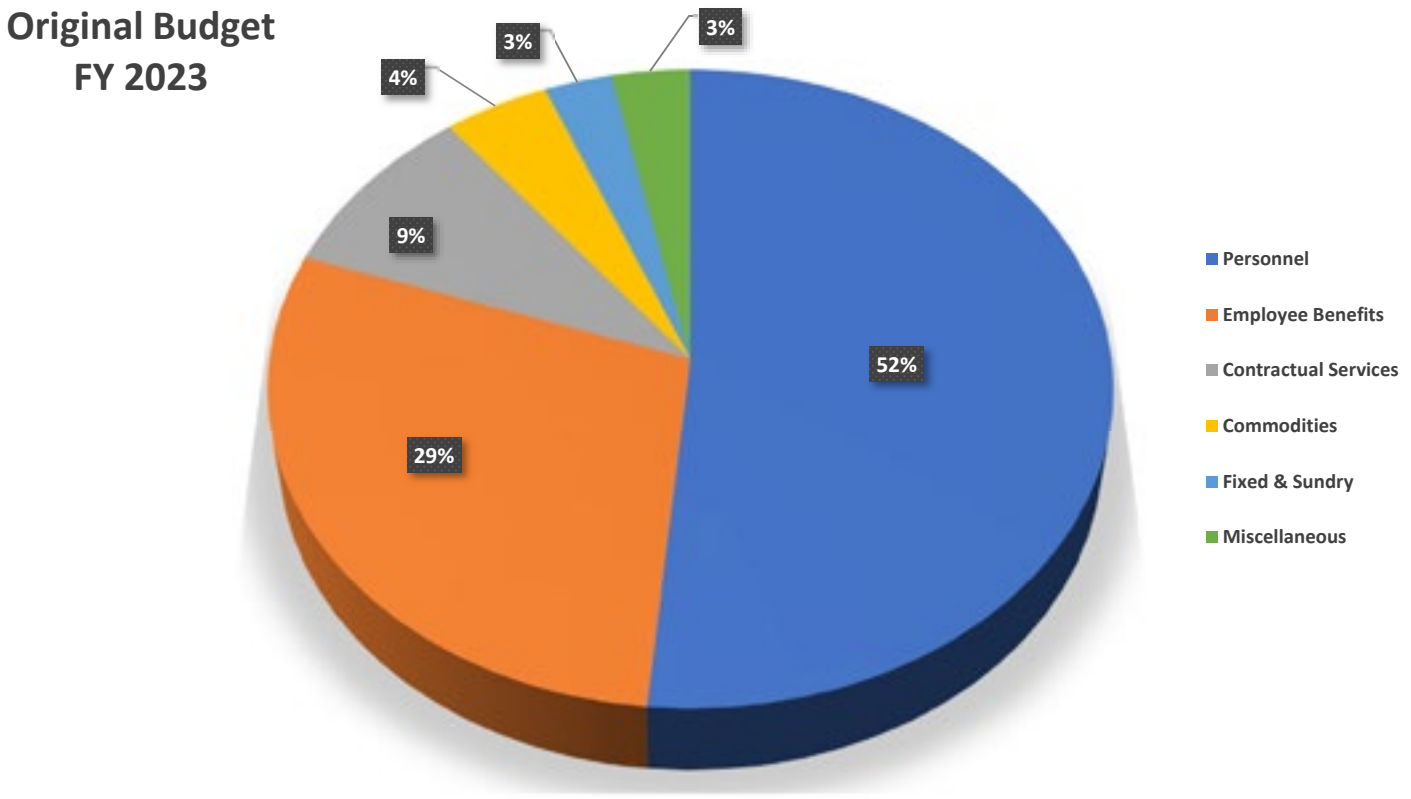
	Reliability	Maintain and control a computerized inventory system, consisting of electric, water, wastewater, natural gas, fiber, janitorial, medical and office supplies
		Centralized Fleet Services, practice a cradle to grave approach for procurement, maintenance, repairs, and disposition
	Competitive Rates	Auction obsolete equipment and material on an annual basis to minimize overhead cost and maximize warehouse space
		Recycle all metals that are removed or retired from all the utilities systems
		Carefully dispose of hazardous material according to local, state, and federal laws
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Vehicle safety inspections	180	180	183	289	185	275	275
	Centralized Fleet Services work orders	200	427	500	827	550	466	600
	Vehicle Procurement Centralized Fleet Services	9	10	10	10	8	8	9
	Stock purchase orders	850	888	1,000	702	900	900	900
	Stock items issued	9,500	11,168	10,000	15,914	9,500	8,863	9,000
	Stock items returned	200	256	200	108	100	87	75
	Inventory Shrinkage	1.00%	0.01%	0	0	0	0.14%	0
	Pounds of recycled metal *	-	65,926	-	98,254	-	49,348	65,000
	Dept. Safety Frequency Rate	0	0	0	0	0	0	0
	Dept. Safety DART Rate	0	0	0	0	0	0	0

*New performance Measure

BUDGET SUMMARY - DEPT 22

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 366,872	$ 361,993	$ 393,689	$ 404,737	$ 11,048
Employee Benefits	198,545	141,361	216,858	226,804	9,946
Contractual Services	54,380	64,916	75,822	71,370	(4,452)
Commodities	27,521	41,575	34,560	34,756	196
Fixed & Sundry	6,046	3,020	20,855	22,333	1,478
Miscellaneous	23,063	19,296	26,000	26,000	-
TOTALS	**$ 676,427**	**$ 632,161**	**$ 767,784**	**$ 786,000**	**$ 18,216**



DEPT. 22 - MATERIALS MANAGEMENT

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 360,084	$ 356,081	$ 387,689	$ 398,737
1020	Overtime	6,788	5,912	6,000	6,000
	Personnel Services Total	366,872	361,993	393,689	404,737
	EMPLOYEE BENEFITS				
4050	Retirement	64,231	11,297	65,877	72,691
4060	FICA	22,585	22,535	30,117	30,962
4070	Employees' Insurance	104,848	108,251	115,579	117,568
4090	Vacation Pay Expense	265	(5,768)	-	-
4100	Sick Pay Expense	2,181	642	-	-
4110	Net OPEB Expense	142	104	240	241
4600	Workers' Compensation	4,293	4,300	5,045	5,342
	Employee Benefits Total	198,545	141,361	216,858	226,804
	CONTRACTUAL SERVICES				
2122	Rentals	3,692	1,757	2,450	2,500
2132	Maintenance Of Vehicles	4,739	6,638	16,995	8,000
2133	Maintenance Of Equipment	2,876	3,652	4,000	2,000
2139	Maintenance/Service Contracts	335	7,319	4,810	2,500
2140	Postage	43	-	147	150
2151	Printing	20	194	245	245
2170	Training	3,583	850	500	4,900
2171	Travel	-	-	100	100
2190	Communications	4,455	5,072	5,300	5,600
2200	Utilities	34,547	39,308	41,000	45,100
2230	Employee Relations	-	126	175	175
2260	Memberships - Professional	90	-	100	100
	Contractual Services Total	54,380	64,916	75,822	71,370
	COMMODITIES				
3311	Office Supplies	1,141	1,167	1,960	1,960
3313	Subscriptions	3,116	3,452	1,960	2,156
3316	Operating Supplies	8,360	14,755	10,000	10,000
3331	Vehicle Supplies	11,301	12,001	17,640	17,640
3340	Small Tools	3,603	10,200	3,000	3,000
	Commodities Total	27,521	41,575	34,560	34,756
	FIXED & SUNDRY				
4520	Licenses & Permits	59	96	392	400
4610	Property & Liab./Ins. & Uninsur.	14,367	18,001	20,463	21,933
4666	Inventory Adjustments	(8,380)	(15,077)	-	-
	Fixed & Sundry Total	6,046	3,020	20,855	22,333
	MISCELLANEOUS				
9030	Depreciation Expense	23,063	19,296	26,000	26,000
	Miscellaneous Total	23,063	19,296	26,000	26,000
	Total	$ 676,427	$ 632,161	$ 767,784	$ 786,000

INFORMATION TECHNOLOGY

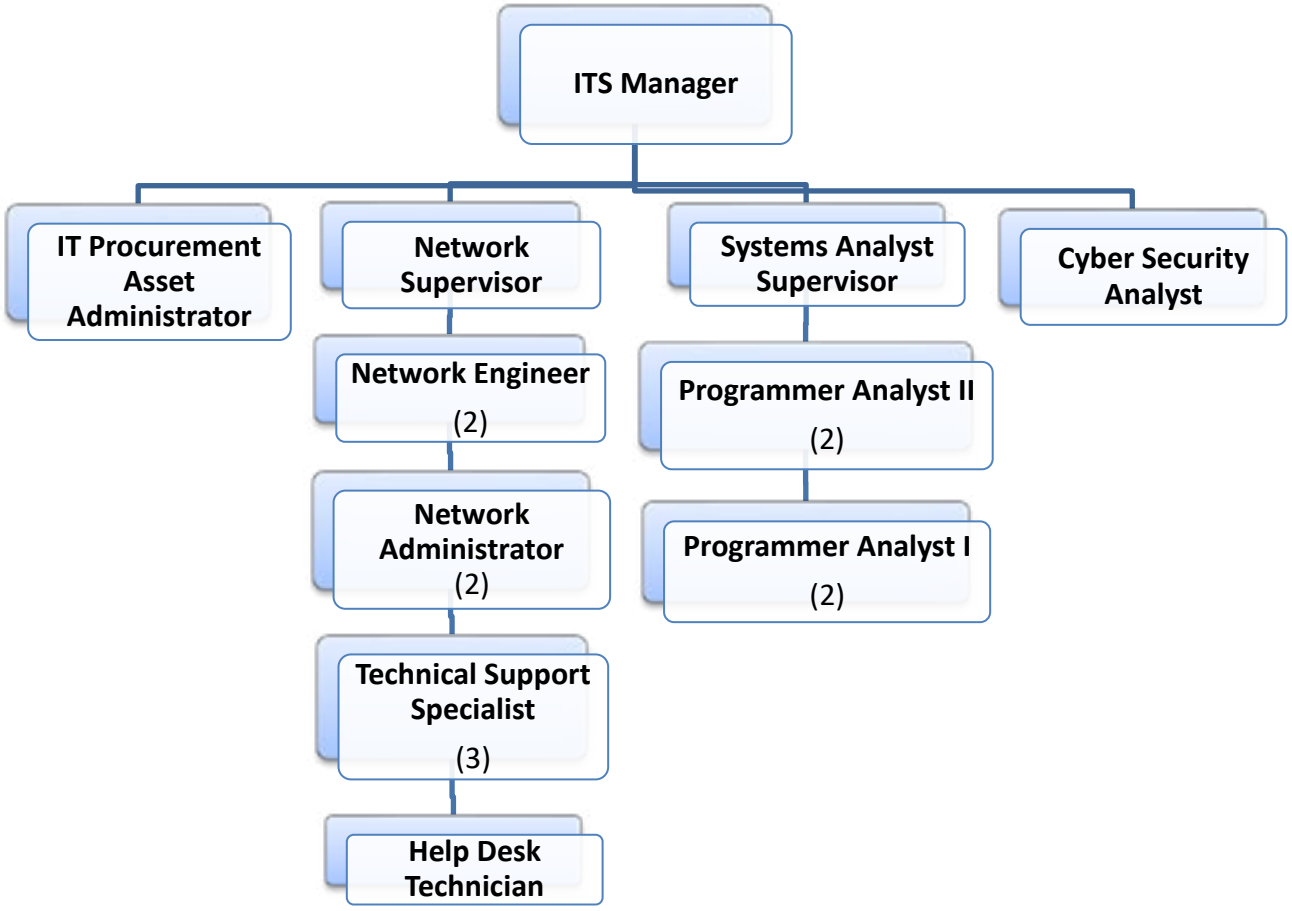
Department Description

The Information Systems Department is responsible for providing its customers with cost-effective, innovative information management and technical solutions that support the business strategies of FPUA. This department is responsible for design, development, support, and maintenance of computerized management information systems, cyber security, and voice/data communications systems within the FPUA. Information systems include the customer and billing system, a uniform accounting system, microcomputer-based office automation system, PBX telephone system, local area networks, and fixed and wireless wide area networks.

Departmental Accomplishments

- Installed a Check Point Gateway VPN to provide better cybersecurity between the IT and Electric OT environments
- Installed a new Drive Thru Kiosk to provide better customer service and relieve drive-thru traffic
- Created an AMI Reporting Dashboard to allow departments to quickly see the status of the installed AMI meters
- Upgraded Cogsdale to version 47.3 for better integration with customer portal, kiosks, and AMI project
- Upgraded Microsoft Dynamics Great Plains for better integration with 3rd party applications and tax tables
- Upgraded SQL for better compatibility and expansion to several database systems

INFORMATION TECHNOLOGY SERVICES STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
ITS Manager	1	1	1	-
Cyber Security Analyst	1	1	1	-
Help Desk Technician	1	1	1	-
IT Procurement Asset Administrator	1	1	1	-
Network Supervisor	1	1	1	-
Network Administrator	2	2	2	-
Network Engineer	2	2	2	-
Programmer Analyst I	2	2	2	-
Programmer Analyst II	2	2	2	-
Systems Analyst Supervisor	1	1	1	-
Technical Support Specialist	3	3	3	-
TOTAL FTE	17	17	17	-

INFORMATION TECHNOLOGY SERVICES

DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Administration: Provide general administrative support to the other groups of ITS; provide financial management, administration of the telecommunications, IT operating account, and company-wide computer replacement, which includes centralized purchasing of all computer and communication-related equipment and software
		Systems Group: Provide maintenance and support of FPUA's Core Business System (CBS); development, maintenance, support, and training of applications; development and maintenance of web services; and operate a centralized help desk for all technology support requests
		Network Group: Provide hardware/software support and user training; technological support and consultation for all departments throughout FPUA; maintain client/server environment; develop and maintain FPUA communication infrastructure; develop and maintain telecommunication infrastructure, which includes voice over internet protocol (VoIP) phones, radios, cell phones, and mobile wireless fidelity (Mi-Fi); support and maintain Cardkey access control system

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Workstations supported	355	325	400	330	340	325	330
	VoIP phones supported	285	309	310	311	313	286	286
	Cell phones supported	101	109	105	112	112	116	118
	Radios supported	220	220	225	225	225	221	225
	Servers supported	96	115	104	115	115	135	135
	Work orders completed	4,000	5,648	4,000	5,500	5,000	4,000	4,000
	AVL	100%	100%	100%	100%	100%	100%	100%
	Camera	100%	99.9%	99.9%	100%	99.9%	99.9%	99.9%
	CBS Applications*	99.9%	99.9%	99.9%	100%	99.9%	99.9%	99.9%
	Internet**	99.2%	99.2%	99.9%	100%	99.9%	99.9%	99.9%
	Keycard	100%	100%	99.9%	100%	99.9%	99.9%	99.9%
	Network**	99.8%	99.7%	99.7%	99.8%	99.7%	99.8%	99.7%
	Telephones**	99.9%	99.9%	99.9%	100%	99.9%	99.9%	99.9%
	Radio***	100%	99.9%	99.9%	100%	99.9%	99.9%	99.9%
	VPN**	100%	100%	100%	99.6%	100%	100%	99.9%

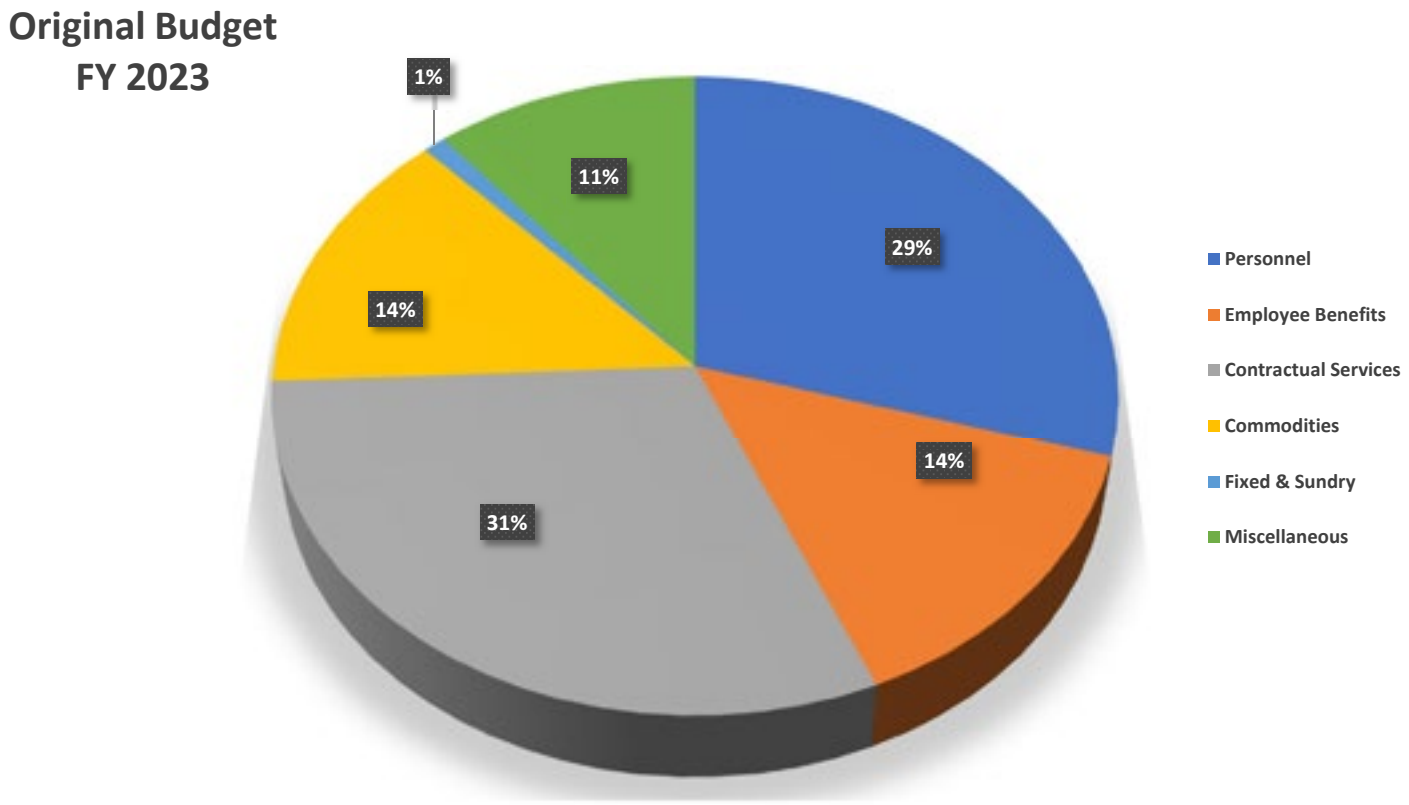
*Supported by virtualization across multiple servers.

**Supported by redundant paths, equipment, and uninterruptible power supply (UPS).

*** Supported by redundant equipment, UPS, and generator.

BUDGET SUMMARY - DEPT 32

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 1,061,087	$ 1,062,177	$ 1,214,308	$ 1,323,328	$ 109,020
Employee Benefits	595,088	420,764	585,245	630,765	45,520
Contractual Services	653,566	707,411	1,144,266	1,375,185	230,919
Commodities	352,725	462,259	348,213	616,543	268,330
Fixed & Sundry	26,950	33,875	39,452	42,323	2,871
Miscellaneous	228,735	353,105	372,000	496,000	124,000
TOTALS	**$ 2,918,151**	**$ 3,039,591**	**$ 3,703,484**	**$ 4,484,144**	**$ 780,660**



DEPT. 32 - INFORMATION TECHNOLOGY SERVICES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 1,055,569	$ 1,056,075	$ 1,208,308	$ 1,313,328
1020	Overtime	5,518	6,102	6,000	10,000
	Personnel Services Total	1,061,087	1,062,177	1,214,308	1,323,328
	EMPLOYEE BENEFITS				
4050	Retirement	250,958	43,637	205,461	237,670
4060	FICA	78,300	77,944	92,895	101,235
4070	Employees' Insurance	259,590	266,312	285,396	290,308
4090	Vacation Pay Expense	19,698	11,419	-	-
4100	Sick Pay Expense	(15,149)	20,288	-	-
4110	Net OPEB Expense	401	252	582	586
4600	Workers' Compensation	1,290	912	911	966
	Employee Benefits Total	595,088	420,764	585,245	630,765
	CONTRACTUAL SERVICES				
2132	Maintenance Of Vehicles	566	532	500	800
2133	Maintenance Of Equipment	323	10,300	40,100	40,000
2139	Maintenance/Service Contracts	573,023	628,834	950,000	1,097,625
2140	Postage	35	84	490	500
2151	Printing	120	159	45	110
2164	Professional Fees - Consulting/Eng	-	1,600	14,000	14,000
2170	Training	49,519	34,143	40,805	36,500
2171	Travel	274	379	588	600
2172	Car Allowance	9,900	10,881	13,200	13,200
2190	Communications	18,356	19,671	82,250	169,360
2230	Employee Relations	-	628	988	1,190
2260	Memberships - Professional	1,450	200	1,300	1,300
	Contractual Services Total	653,566	707,411	1,144,266	1,375,185
	COMMODITIES				
3311	Office Supplies	2,208	390	2,156	2,200
3313	Subscriptions	3,269	17,748	5,000	15,424
3316	Operating Supplies	344,627	442,670	338,950	596,569
3331	Vehicle Supplies	1,973	1,045	1,372	1,600
3340	Small Tools	648	406	735	750
	Commodities Total	352,725	462,259	348,213	616,543
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	26,950	33,875	39,452	42,323
	Fixed & Sundry Total	26,950	33,875	39,452	42,323
	MISCELLANEOUS				
9030	Depreciation Expense	228,735	353,105	372,000	496,000
	Miscellaneous Total	228,735	353,105	372,000	496,000
	Total	$ 2,918,151	$ 3,039,591	$ 3,703,484	$ 4,484,144

FACILITIES

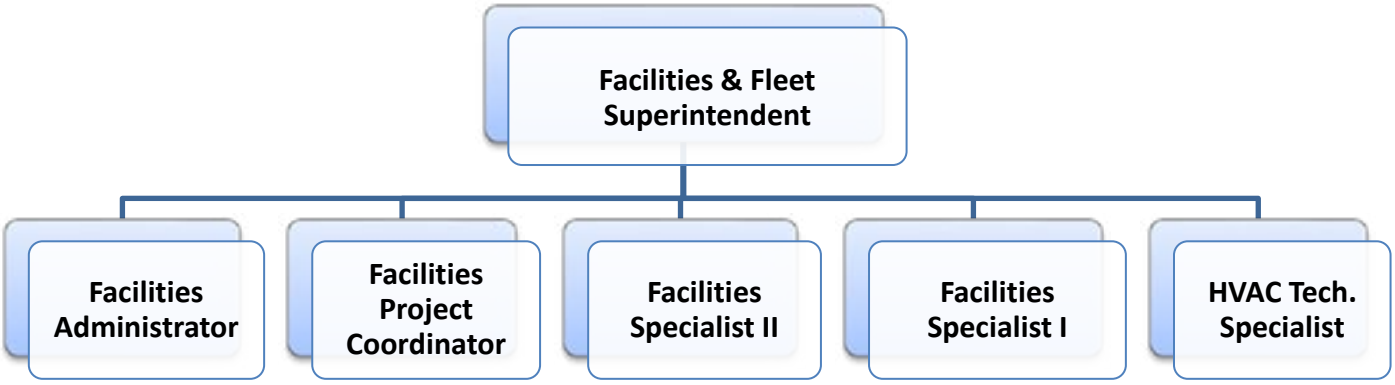
Department Description

To provide FPUA with economical solutions, professional resources and friendly service in a continuous effort to enhance company-wide productivity. The Facilities department is responsible for the delivery of a variety of facility construction and maintenance services to the business units.

Departmental Accomplishments

- Continuously manage energy conservation measures as an intricate part of space allocation and reconfiguration
- Purchased 110 KW portable generator to provide an emergency source of power for FPUA facilities.
- Replaced 10-ton HVAC system located at 206 S. Sixth Street.
- Completed Energy Services Center Storm Hardening Feasibility Study
- Installed Customer Service Drive thru Kiosk at 500 Boston Avenue

FACILITIES STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Facilities & Fleet Superintendent	1	1	1	-
Facilities Administrator	1	1	1	-
Facilities Project Coordinator	1	1	1	-
Facilities Specialist I	1	1	1	-
Facilities Specialist II	1	1	1	-
HVAC Tech Specialist	1	1	1	-
TOTAL FTE	6	6	6	-

FACILITIES

DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Monitor exposures of all facilities and other physical properties owned by FPUA
		Record, monitor, and manage contracts, service agreements, and warranties associated with all facilities
	Customer Service	Provide timely handling of FPUA mail and correspondence
	Competitive Rates	Provide for the design and maintenance of FPUA's facilities in a cost-effective manner
	FPUA Image	Provide the community with Weatherization Educational Outreach Program services. (WEOP)

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Facilities work requests	350	386	350	400	400	200	200
	Obsolete HVAC systems replaced	5	5	5	3 *	5	4 *	6*
	Customer work requests	200	258	150	194	200	400	400
	Cycle time (days to complete work requests)	8.00	17.21	6.00	7.38	5.00	7.00	6.00
	Average age of active work orders (days)	4.00	12.73	5.00	13.90	8.00	11.56	8.00
	Facilities Operating GSF Index	11.0%	11.15%	11.0%	16%	10.00%	13%	10%
	Facilities Operating GUE Index	15%	14%	13%	21 % **	12%	18%	13%
	Homes participating in WEOP	35	7	35	8*	25	16	25

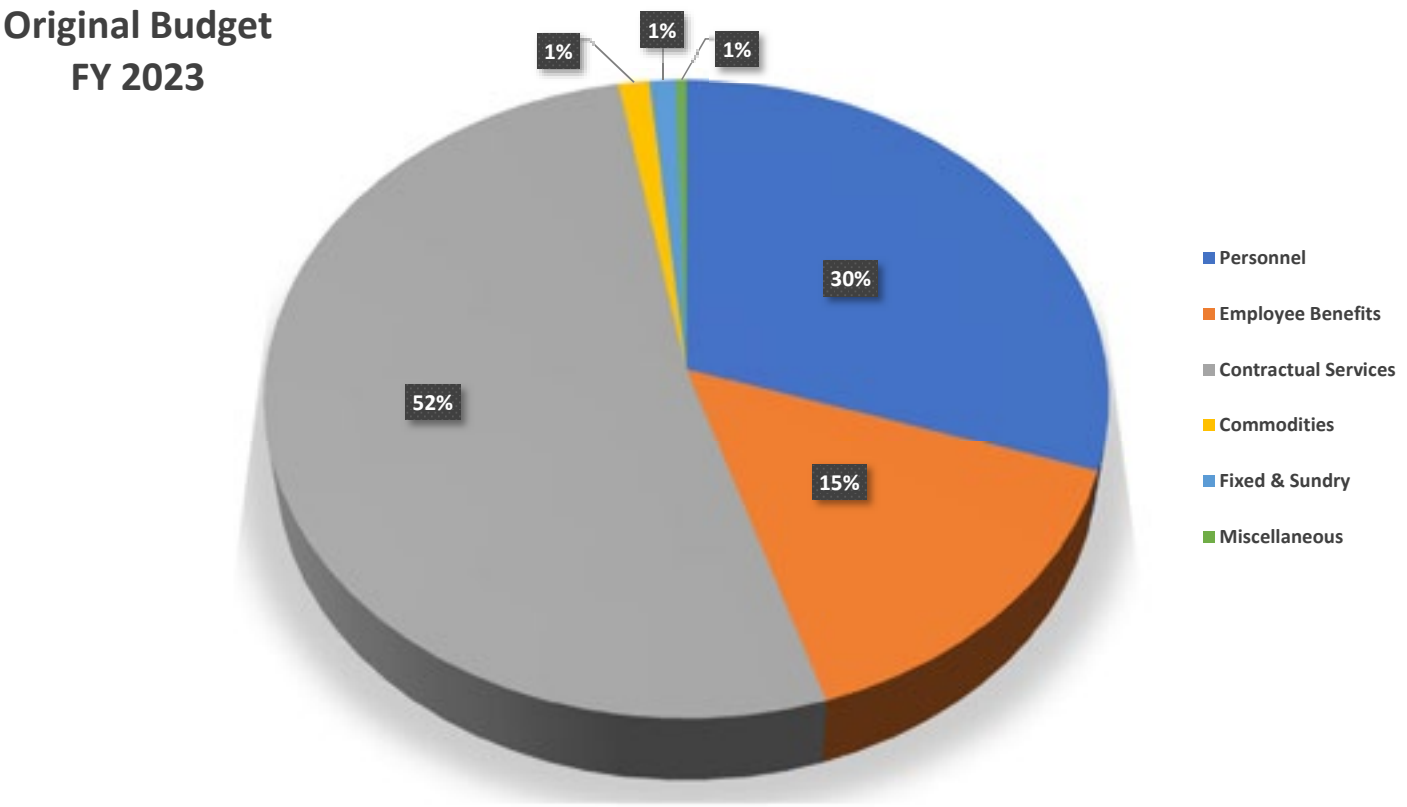
*1 new 10-ton WRF, 2 Mini split Electrical room WTP in FY21; 1 new 10-ton unit @admin, 3 mini splits at ESC, new chiller at ESC in FY22; 3 conventional systems and 3 mini splits as back up for the wall hung units in the substations in FY23

** pandemic restricted access to Facilities, less work by contractors Utility percentage increases

*** pandemic year, restricted access to homes.

BUDGET SUMMARY - DEPT 35

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 267,988	$ 294,895	$ 338,935	$ 349,790	$ 10,855
Employee Benefits	164,056	134,776	166,730	174,644	7,914
Contractual Services	279,305	303,356	471,450	604,954	133,504
Commodities	79,319	38,018	14,945	14,945	-
Fixed & Sundry	7,633	9,867	12,228	13,090	862
Miscellaneous	2,310	2,269	5,000	5,000	-
TOTALS	**$ 800,611**	**$ 783,181**	**$ 1,009,288**	**$ 1,162,423**	**$ 153,135**



DEPT. 35 - FACILITIES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 255,012	$ 274,476	$ 317,935	$ 328,790
1020	Overtime	12,976	20,419	21,000	21,000
	Personnel Services Total	267,988	294,895	338,935	349,790
	EMPLOYEE BENEFITS				
4050	Retirement	72,231	13,696	57,348	62,822
4060	FICA	23,695	25,601	25,929	26,759
4070	Employees' Insurance	57,853	71,523	79,035	80,395
4090	Vacation Pay Expense	6,006	11,163	-	-
4100	Sick Pay Expense	708	9,103	-	-
4110	Net OPEB Expense	118	89	205	207
4600	Workers' Compensation	3,445	3,601	4,213	4,461
	Employee Benefits Total	164,056	134,776	166,730	174,644
	CONTRACTUAL SERVICES				
2122	Rentals	3,691	4,001	2,646	3,000
2131	Maintenance Of Buildings	18,014	44,180	39,200	95,000
2132	Maintenance Of Vehicles	2,034	2,359	2,940	3,234
2139	Maintenance/Service Contracts	149,379	160,290	171,500	242,470
2140	Postage	5,136	185	5,880	-
2151	Printing	60	-	118	-
2164	Professional Fees - Consulting/Eng	-	3,200	45,000	50,000
2166	Professional Fees - Other	-	1,400	-	-
2170	Training	3,276	-	3,920	4,000
2171	Travel	82	37	196	-
2172	Car Allowance	5,160	5,160	5,160	5,160
2190	Communications	2,957	3,394	3,500	3,600
2200	Utilities	70,146	64,804	70,900	78,000
2230	Employee Relations	-	75	-	-
2250	Community Relations	18,458	14,271	120,000	120,000
2260	Memberships - Professional	912	-	490	490
	Contractual Services Total	279,305	303,356	471,450	604,954
	COMMODITIES				
3311	Office Supplies	2,692	2,538	2,450	2,450
3316	Operating Supplies	64,613	25,693	6,370	6,370
3331	Vehicle Supplies	5,076	6,337	4,900	4,900
3340	Small Tools	6,938	3,450	1,225	1,225
	Commodities Total	79,319	38,018	14,945	14,945
	FIXED & SUNDRY				
4520	Licenses & Permits	150	150	-	-
4610	Property & Liab./Ins. & Uninsur.	7,483	9,717	12,228	13,090
	Fixed & Sundry Total	7,633	9,867	12,228	13,090
	MISCELLANEOUS				
9030	Depreciation Expense	2,310	2,269	5,000	5,000
	Miscellaneous Total	2,310	2,269	5,000	5,000
	Total	$ 800,611	$ 783,181	$ 1,009,288	$ 1,162,423

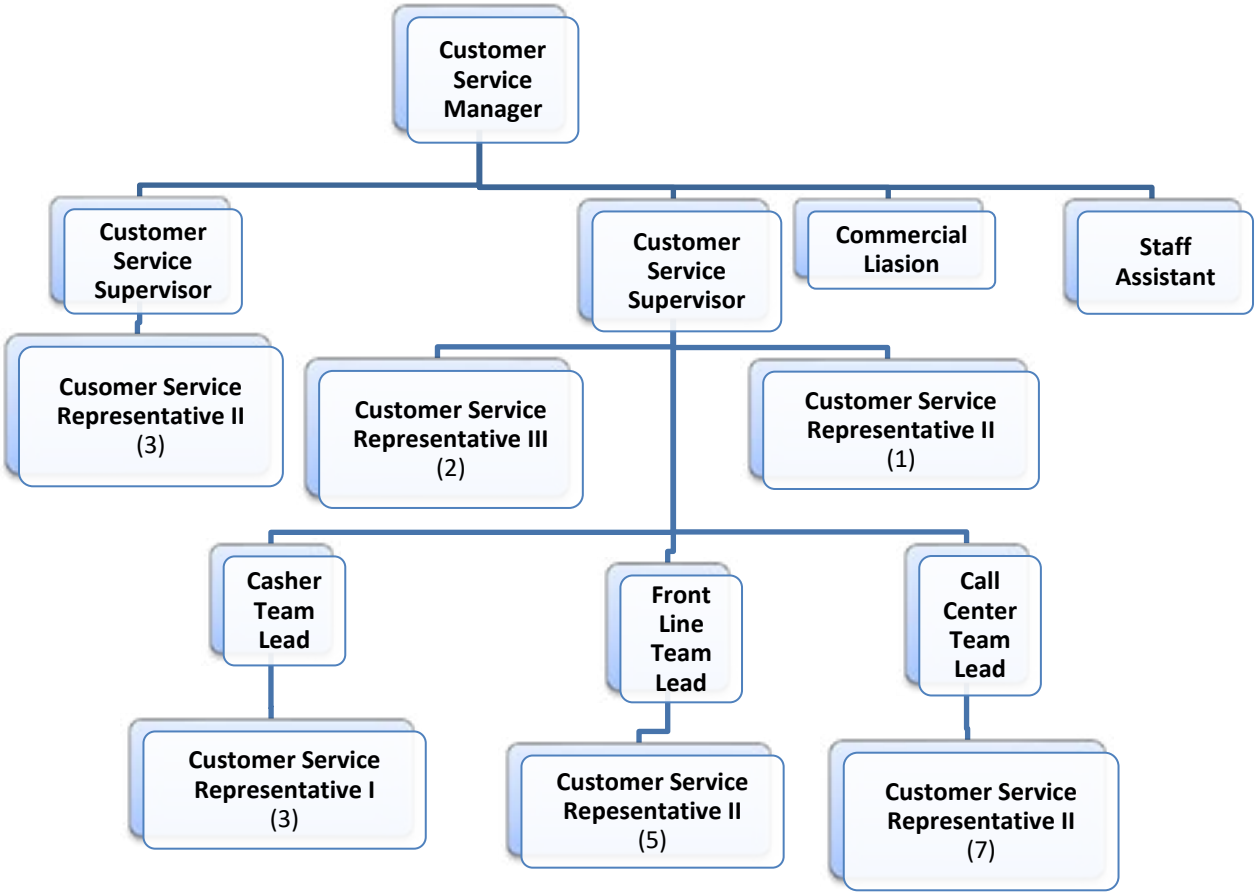
CUSTOMER SERVICE

Department Description

Providing customer solutions is the heart of FPUA. Central to every action and our key motivation is providing flawless service to achieve dramatic results. We go beyond our basic commitment of friendly service, we are always looking for ways to provide innovative solutions for enhanced customer value. We recognize that being a leader in the Fort Pierce community is more than creating quality products, it means creating solutions that meet a range of our customers' needs.

Departmental Accomplishments

- Increased E-Billing by 23.39%
- Increased Auto Pay by 8.56%
- Text to Pay transactions increased by 16.81%
- Worked with various departments and Leidos to continue implementation of AMI
- Worked with ITS, Invoice Cloud and SilverBlaze for implementation of AMI to customer portal
- Added and tested drive up Kiosk
- Opened walk up windows due to lobby closing
- Created start/stop form to allow customers to open services online easier and faster
- Online training program for Supervisors



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Customer Service Manager	1	1	1	-
Customer Service Supervisor	2	2	2	-
Commercial Liaison	1	1	1	-
Staff Assistant	1	1	1	-
Cashier team Lead	1	1	1	-
Front Line Team Lead	1	1	1	-
Call Center Team Lead	1	1	1	-
Customer Service Rep I, II, III	20	21	21	-
TOTAL FTE	28	29	29	-

DEPARTMENTAL GOALS AND OBJECTIVES

	Customer Service	Serve as primary contact for internal and external FPUA customers
		Manage the monthly billing, service orders, call center, walk up, cashiering processes, including off-site payment centers, and monitor workflow between departments and our customers to improve customer service

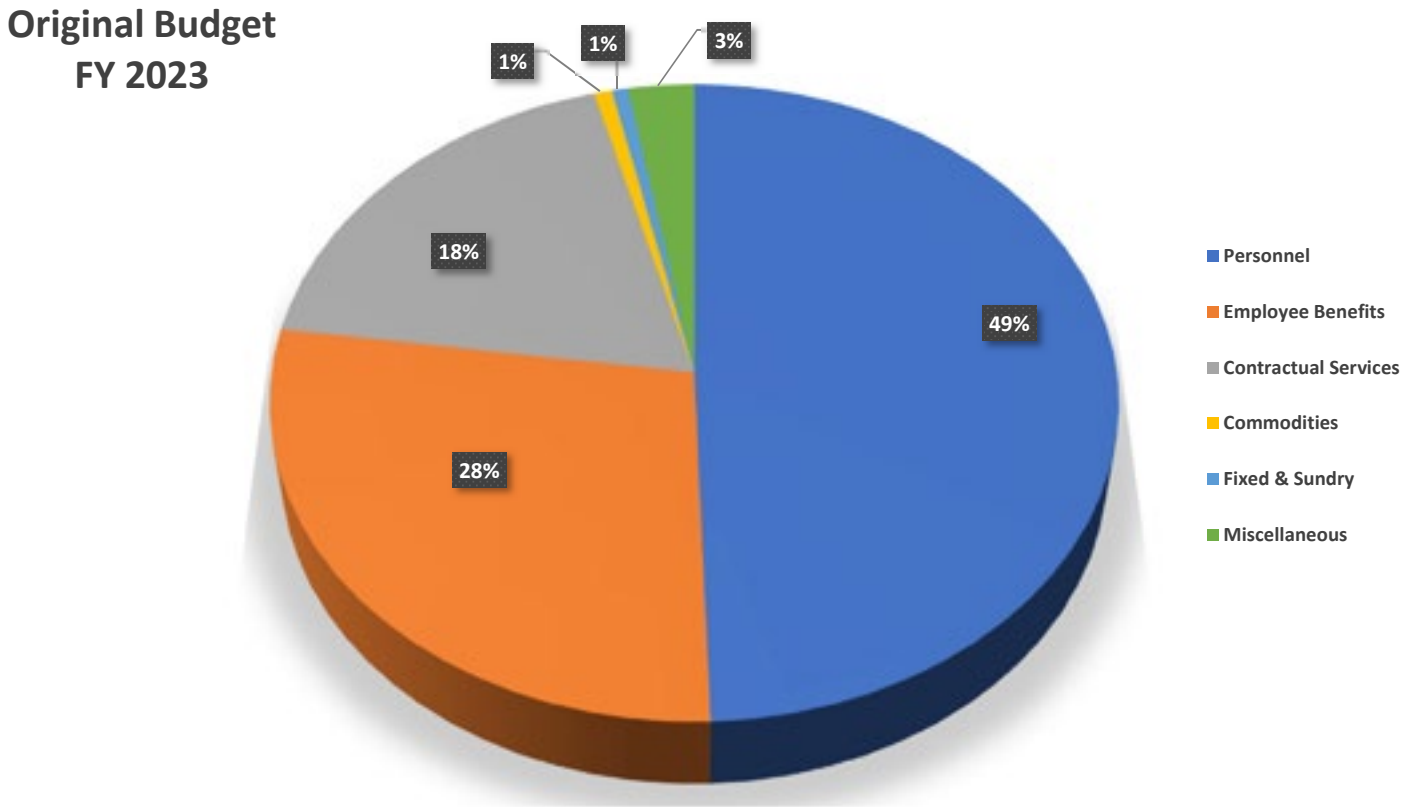
Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Avg. bills generated monthly	34,250	34,446	35,000	35,169	35,500	35,462	36,000
	Billing errors caught after bill was mailed vs all bills	.05%	.90%	.50%	.05%	.50%	.05%	.05%
	Billing errors caught before bill was mailed vs all bills	99.95%	99.10%	99.50%	99.95%	99.50%	99.95%	99.95%
	E-Billing*	55,000	67,947	53,500	85,205	85,000	90,000	91,000
	Auto Pay*	65,000	69,329	68,000	75,268	71,500	84,300	85,000
	Budget Billing*	3,200	1,409	1,425	1,397	1,360	1,424	1,500
	Text to Pay*	2,000	1,867	2,000	2,181	2,000	2,500	2,750
	On-Line Payment*	150,000	133,170	140,000	145,062	145,000	165,000	180,000
	Lobby Walk In**	51,000	23,544	50,000	0	1,000	20,000	20,000
	IVR Calls In and Out**	270,000	144,399	250,000	187,100	215,000	203,000	220,000
	Call center calls**	62,500	69,883	62,500	76,111	80,000	71,000	80,000
	Drive Thru**	41,000	52,922	42,000	57,268	58,000	50,300	50,000
	Full service Kiosks	2	2	2	3	3	3	3
	Rebates processed**	265	240	230	313	265	225	230

*This information is representative of annual figures in lieu of prior years' being calculated monthly

**Numbers affected due to pandemic 2020 and 2021

BUDGET SUMMARY - DEPT 43

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 988,366	$ 1,090,729	$ 1,139,861	$ 1,239,399	$ 99,538
Employee Benefits	670,378	526,204	653,875	696,371	42,496
Contractual Services	414,737	403,651	451,246	466,746	15,500
Commodities	24,387	21,091	18,816	18,816	-
Fixed & Sundry	11,942	13,722	15,663	16,755	1,092
Miscellaneous	39,049	43,963	44,000	69,000	25,000
TOTALS	**$ 2,148,859**	**$ 2,099,360**	**$ 2,323,461**	**$ 2,507,087**	**$ 183,626**



DEPT. 43 - CUSTOMER SERVICE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 982,429	$ 1,046,238	$ 1,124,861	$ 1,224,399
1020	Overtime	5,937	44,491	15,000	15,000
	Personnel Services Total	988,366	1,090,729	1,139,861	1,239,399
	EMPLOYEE BENEFITS				
4050	Retirement	221,135	37,822	159,578	187,398
4060	FICA	71,183	77,164	87,199	94,814
4070	Employees' Insurance	360,565	419,906	404,549	411,511
4090	Vacation Pay Expense	20,228	(3,038)	-	-
4100	Sick Pay Expense	(6,377)	(7,853)	-	-
4110	Net OPEB Expense	614	414	995	1,000
4600	Workers' Compensation	1,252	1,156	1,554	1,648
4640	Unemployment Claims	1,778	633	-	-
	Employee Benefits Total	670,378	526,204	653,875	696,371
	CONTRACTUAL SERVICES				
2122	Rentals	1,470	1,533	-	-
2139	Maintenance/Service Contracts	134,754	144,505	161,700	161,700
2140	Postage	198,675	198,530	205,800	205,800
2151	Printing	35,844	34,588	52,920	52,920
2165	Temporary Labor	11,687	-	-	-
2166	Professional Fees - Other	6,291	938	1,470	1,470
2170	Training	13,540	7,719	9,800	25,000
2171	Travel	41	-	196	196
2172	Car Allowance	3,300	3,300	3,300	3,300
2190	Communications	6,208	6,778	6,800	7,100
2230	Employee Relations	300	3,287	6,370	6,370
2260	Memberships - Professional	170	-	490	490
2290	Billing Housing Authority	2,457	2,473	2,400	2,400
	Contractual Services Total	414,737	403,651	451,246	466,746
	COMMODITIES				
3311	Office Supplies	15,687	17,258	14,700	14,700
3316	Operating Supplies	8,700	3,833	4,116	4,116
	Commodities Total	24,387	21,091	18,816	18,816
	FIXED & SUNDRY				
4020	Cash (Over) Short	(152)	95	98	100
4610	Property & Liab./Ins. & Uninsur.	12,094	13,627	15,565	16,655
	Fixed & Sundry Total	11,942	13,722	15,663	16,755
	MISCELLANEOUS				
9030	Depreciation Expense	39,049	43,963	44,000	69,000
	Miscellaneous Total	39,049	43,963	44,000	69,000
	Total	$ 2,148,859	$ 2,099,360	$ 2,323,461	$ 2,507,087

GEOSPATIAL TECHNOLOGY

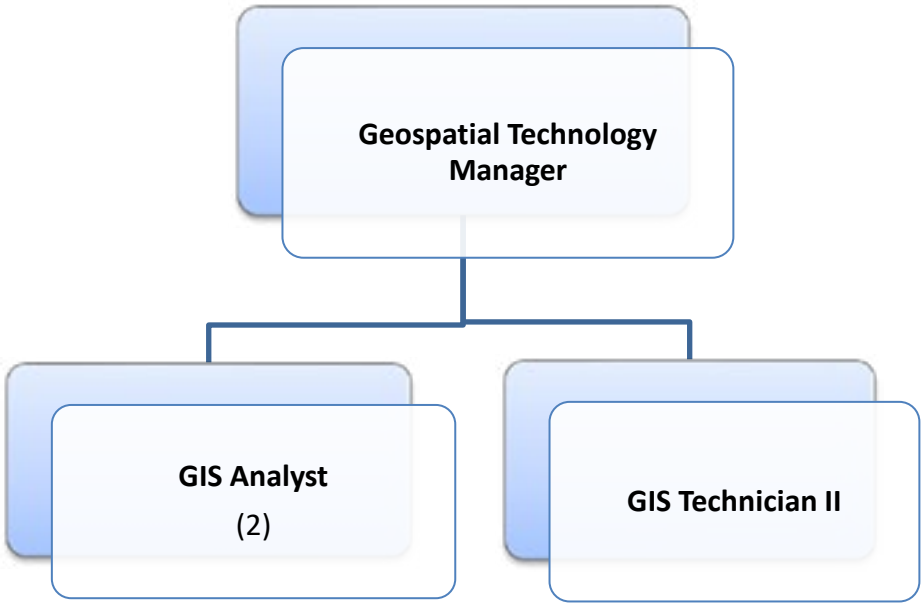
Department Description

The Geospatial Technology Department is responsible for using location intelligence to provide insight and understanding in order to help solve problems in unique ways. This departments focus is to provide solutions to overcome the unique challenges facing the strategic goals of FPUA such as lowering costs, keeping staff safe, improving reliability, utility expansion, and a commitment to the community using a considerable range of tools, software applications, and systems intended for collecting, analyzing, and delivering geospatial data. Our purpose is to maintain the geographic network of each utility, utilize spatial analysis to improve decision making, integrate location with federated systems, maintain infrastructure life cycle, design and implement web and mobile based mapping applications, and improve workflows and processes using geospatial data.

Departmental Accomplishments

- Formation of the geospatial technology services department
- Installed and configured ArcFM Designer and Workflow Manager 10.6.1b for Electric, Gas, and Fiber utilities
- Redesigned Hurricane Response workflow
- Upgraded all ArcGIS/ArcFM products from 10.2.1 to 10.6.1
- Implemented procedural changes to OMS data capture and created historical outage ArcGIS Insights Dashboard
- Created mobile field design solution for pole replacements
- Compiled R&R metrics for water main and gravity main vulnerabilities

GEOSPATIAL TECHNOLOGY STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Geospatial Technology Manager	0	1	1	-
GIS Analyst	0	2	2	-
GIS Technician II	0	1	1	-
TOTAL FTE	-	4	4	-

*Geospatial Technology department was created March 2022 utilizing three employees from Electric & Gas Engineering and one employee from Water/Wastewater Engineering.

GEOSPATIAL TECHNOLOGY

DEPARTMENTAL GOALS AND OBJECTIVES

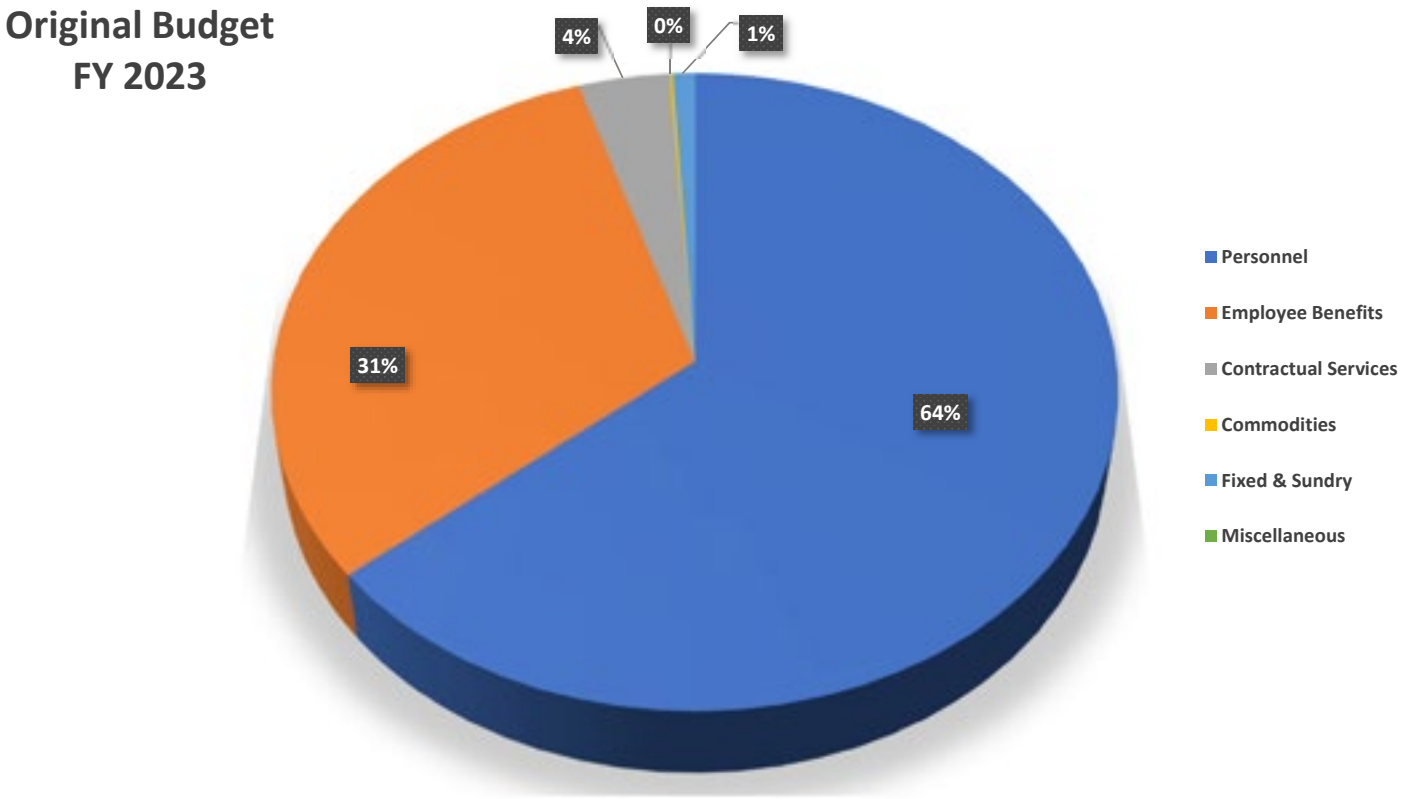
	Reliability	Work with all departments in the development and maintenance of a Geographic Information System (GIS) by accurately interpreting data from a variety of sources and deliver a high quality digital twin of FPUA systems in a timely manner.
		Interpret and perform complex spatial analysis using GIS data to produce physical and digital maps, detailed reports, web and mobile based applications, integration with external systems, and a variety of additional products to streamline workflows and allow staff to make more informed decisions.
		Maximize the value of geospatial technology by following best practices guidelines and implementation approaches.
		Implement a proper geospatial strategy, invest in people that possess the knowledge, skills, and creativity to achieve FPUA goals, evaluate and implement scalable and flexible geospatial technologies, promote a culture of innovation and collaboration, and integrate location intelligence throughout the organization and community.

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Entities added to GIS *	800	1,020	1,000	2,248	1,000	1,800	1,000
	Utility (Electric, Gas, Fiber, Water, Wastewater, Raw) Point Features Maintained in GIS	-	-	-	-	-	149,000	150,000
	Utility (Electric, Gas, Fiber, Water, Wastewater, Raw) Linear Miles of Features Maintained in GIS	-	-	-	-	-	2,515	2,520
	Avg. Web Map Utility Views Per Day	-	-	-	-	-	58	60
	Number of FPUA ArcGIS Portal Users	-	-	-	-	-	15	20

*Department created March 2022. Previously reported in Water/Wastewater Engineering

BUDGET SUMMARY - DEPT 46

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ -	$ -	$ 156,729	$ 307,217	$ 150,488
Employee Benefits	-	-	78,882	149,061	70,179
Contractual Services	-	-	4,585	18,345	13,760
Commodities	-	-	200	600	400
Fixed & Sundry	-	-	4,103	4,390	287
Miscellaneous	-	-	-	-	-
TOTALS	**$ -**	**$ -**	**$ 244,499**	**$ 479,613**	**$ 235,114**



DEPT. 46 -GEOSPATIAL TECHNOLOGY SERVICES

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ -	$ -	$ 156,729	$ 307,217
	Personnel Services Total	-	-	156,729	307,217
	EMPLOYEE BENEFITS				
4050	Retirement	-	-	26,519	55,176
4060	FICA	-	-	11,990	23,502
4070	Employees' Insurance	-	-	39,767	69,192
4110	Net OPEB Expense	-	-	-	140
4600	Workers' Compensation	-	-	606	1,051
	Employee Benefits Total	-	-	78,882	149,061
	CONTRACTUAL SERVICES				
2132	Maintenance of Vehicles				
2151	Printing	-	-	-	40
2170	Training	-	-	2,460	13,920
2171	Travel	-	-	-	500
2172	Car Allowance	-	-	1,925	3,300
2230	Employee Relations	-	-	200	300
2260	Memberships - Professional	-	-	-	285
	Contractual Services Total	-	-	4,585	18,345
	COMMODITIES				
3311	Office Supplies	-	-	200	500
3313	Subscriptions	-	-	-	100
	Commodities Total	-	-	200	600
	FIXED & SUNDRY				
4610	Property & Liab./Ins. & Uninsur.	-	-	4,103	4,390
	Fixed & Sundry Total	-	-	4,103	4,390
	Total	$ -	$ -	$ 244,499	$ 479,613

FPUANET COMMUNICATIONS

Department Description

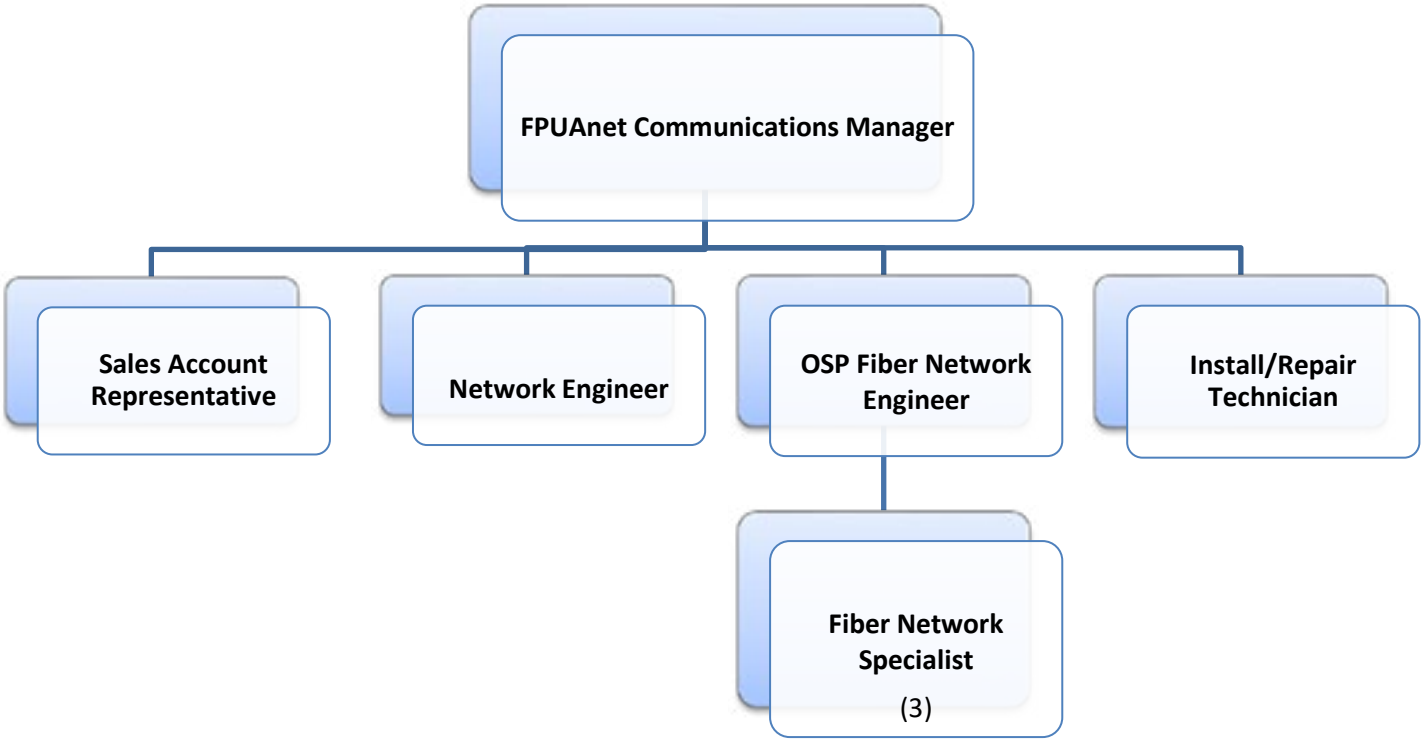
FPUAnet is responsible for all aspects of the fiber optic infrastructure that provides services to internal utility business units and external Broadband Customers. It is broken up into five organizational pillars Network Engineering, Network Operations, Outside Plant Engineering, Outside Plant Construction and Business Operations.

Our involvement in providing broadband communication services to the community helps to fulfill the mission of FPUA. Making improved communication services more readily available tends to positively affect the local economy by attracting businesses, residents and visitors. Providing these services economically encourages competitors to keep their prices low and quality high. And, increased FPUA revenue can benefit the community through lower utility rates and more City improvements.

Departmental Accomplishments

- Transformed FPUAnet into a standalone Utility Business Unit
- Set Standard Broadband Rates & Policies
- Contracted a with 3rd Party Help Desk & NOC Monitoring Vendor
- Developed Marketing & Branding Plan
- Completed a High-Level Design for entire Territory
- Developed OSP Engineering & Construction Standards
- Evaluated all Fiber to the Parcel Materials and ordered
- Upgraded Redundant Circuits from 1Gbps to 10Gbps
- Completed Configuration of Public Wi-Fi Firewall
- Configured Core Switches to Virtual Stack
- Launched GPON & XGSPON Service Offerings
- Launched free public Wi-Fi at Means Court, Jetty Park and Manatee Center
- Developed Partnership with VOIP Provider
- Completed Design & Construction Drawings for Lincoln Park Project
- Completed High Level Design for Downtown
- Received the Cornerstone award from Community Broadband

FPUANET COMMUNICATIONS STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
FPUAnet Communications Manager	1	1	1	-
Sales Account Representative	1	1	1	-
Network Engineer	1	1	1	-
OSP Fiber Network Engineer	1	1	1	-
Fiber Network Specialist	-	2	3	1
Install/Repair Technician	-	1	1	-
TOTAL FTE	4	7	8	1

*Additional positions needed as the deployment of GPON will immediately expand the customer base to include small business and residential customers.

FPUANET COMMUNICATIONS

DEPARTMENTAL GOALS AND OBJECTIVES

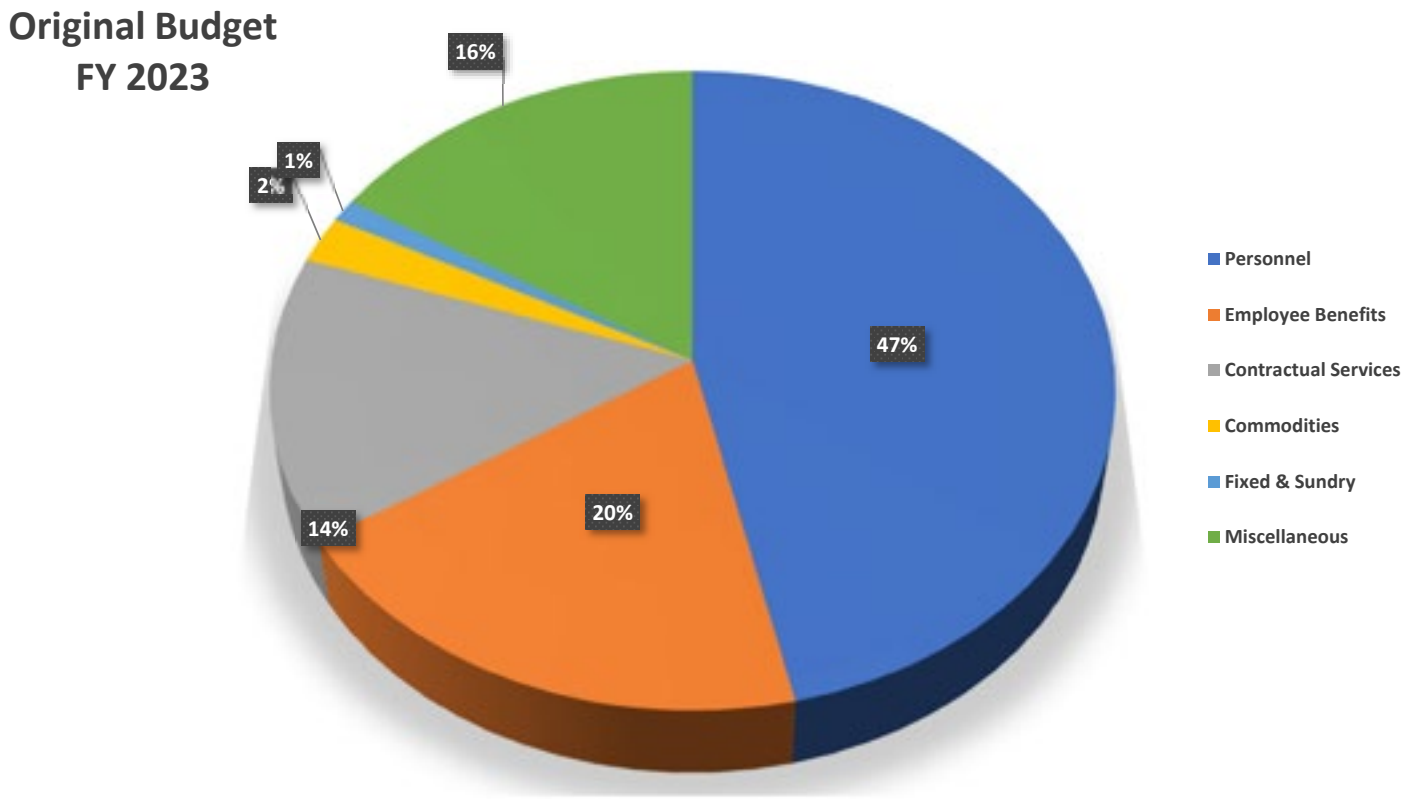
	Building the Utility/City	Continue to provide highly reliable and high-speed communications to our community
		Install 4 SMART Kiosk's in Downtown
		Deploy Public Wi-Fi Downtown
		Deploy network into Downtown, Lincoln Park, Airport Industrial Park
		Rehab Cross Connects & Patch Panels ○ Admin ○ 7th & Citrus ○ Orange Blossom
		Configure & Install of OLT at ESC & Jaycee Park
	Reliability	Replacement redundant servers for FPUAnet Network Services & Monitoring
		Launch New Website & Digital Marketplace
	Employee Development and Satisfaction	Provide the appropriate tools and education to ensure that employees are able to safely complete required projects

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Avg. # of services billed	115	64	200	58	300	100	300
	Operating Revenue (Goal/Budget vs Actual)	$542,100	$371,237	$458,852	382,889	$1,043,600	$769,000	$1,406,500
	Safety Frequency Rate	0	0	0	0	0	0	0
	Safety DART Rate	0	0	0	0	0	0	0

*Decrease in revenue is due to scalability capacity to deploy Network to new residential and commercial markets (i.e. staffing, supply chain issue for fiber materials, and website and digital marketplace launch).

BUDGET SUMMARY - DEPT 93

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 155,100	$ 225,961	$ 353,395	$ 504,841	$ 151,446
Employee Benefits	110,477	100,577	166,325	211,262	44,937
Contractual Services	21,099	47,259	194,725	156,770	(37,955)
Commodities	11,387	16,094	24,698	25,858	1,160
Fixed & Sundry	4,327	49,386	26,883	12,303	(14,580)
Miscellaneous	64,335	109,390	153,000	176,000	23,000
TOTALS	**$ 366,725**	**$ 548,667**	**$ 919,026**	**$ 1,087,034**	**$ 168,008**



DEPT. 93 - FPUAnet® COMMUNICATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 155,100	$ 225,961	$ 350,895	$ 499,841
1020	Overtime	-	-	2,500	5,000
	Personnel Services Total	155,100	225,961	353,395	504,841
	EMPLOYEE BENEFITS				
4050	Retirement	32,792	8,844	59,794	90,669
4060	FICA	9,964	15,524	27,035	38,620
4070	Employees' Insurance	43,252	70,508	78,969	80,328
4090	Vacation Pay Expense	11,920	1,662	-	-
4100	Sick Pay Expense	12,251	3,809	-	-
4110	Net OPEB Expense	94	59	205	310
4600	Workers' Compensation	204	171	322	1,335
	Employee Benefits Total	110,477	100,577	166,325	211,262
	CONTRACTUAL SERVICES				
2110	Advertising	314	334	5,500	6,500
2132	Maintenance Of Vehicles	-	675	490	1,500
2139	Maintenance/Service Contracts	3,960	5,566	79,000	95,000
2140	Postage	-	-	490	1,000
2151	Printing	20	40	980	2,500
2164	Profess. Fees - Consulting/Eng.	1,640	23,794	65,737	10,000
2166	Professional Fees - Other	-	1,425	8,963	1,500
2170	Training	4,447	3,450	14,700	19,100
2171	Travel	-	1,063	1,470	1,470
2172	Car Allowance	2,796	3,300	3,300	3,300
2190	Communications	2,811	2,357	6,400	6,700
2200	Utilities	48	48	100	100
2230	Employee Relations	-	-	441	600
2240	Business Relations	63	8	784	1,000
2260	Memberships - Professional	5,000	5,199	6,370	6,500
	Contractual Services Total	21,099	47,259	194,725	156,770
	COMMODITIES				
3311	Office Supplies	7,007	5,781	4,900	4,900
3313	Subscriptions	-	20	98	98
3316	Operating Supplies	4,113	7,420	7,840	9,000
3331	Vehicle Supplies	267	1,440	1,960	1,960
3360	Purchases For Resale	-	(242)	-	-
3340	Small Tools	-	1,675	9,900	9,900
	Commodities Total	11,387	16,094	24,698	25,858
	FIXED & SUNDRY				
4520	Licenses & Permits	650	600	882	882
4610	Property & Liab./Ins. & Uninsur.	3,594	14,975	6,001	6,421
4666	Inventory Adjustments	1	33,811	20,000	5,000
4700	Utility Bad Debt Expense	82	-	-	-
	Fixed & Sundry Total	4,327	49,386	26,883	12,303
	MISCELLANEOUS				
9030	Depreciation Expense	64,335	109,390	153,000	176,000
	Miscellaneous Total	64,335	109,390	153,000	176,000
	Total	$ 366,725	$ 548,667	$ 919,026	$ 1,087,034

DEPT. 95 - FPUAnet® COMMUNICATIONS PURCHASES FOR RESALE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PURCHASES FOR RESALE				
3360	Purchases For Resale	$ 79,024	$ 78,191	$ 105,000	$ 125,000
	Purchases For Resale Total	79,024	78,191	105,000	125,000
	Total	$ 79,024	$ 78,191	$ 105,000	$ 125,000

DIRECTOR OF FINANCIAL ADMINISTRATION

Barbara A. Mika, CGFO

Finance

Michele Harris, CGFO
Finance Manager

Department	FINAL 9/30/2020	FINAL 9/30/2021	AMENDED BUDGET 9/30/2022	ORIGINAL BUDGET 9/30/2023	CHANGE FROM 9/30/2022 TO 9/30/2023
14 Regulatory Affairs	3	4	4	4	-
21 Finance	11	11 D	11 D	11 D	-
TOTAL FTE	**14**	**15**	**15**	**15**	**-**

D - Includes DROP participant employees

DIRECTOR OF FINANCIAL

ADMINISTRATION

- Provide planning and direction for the following departments:
  - Regulatory Affairs – Department 14
  - Finance – Department 21

REGULATORY AFFAIRS

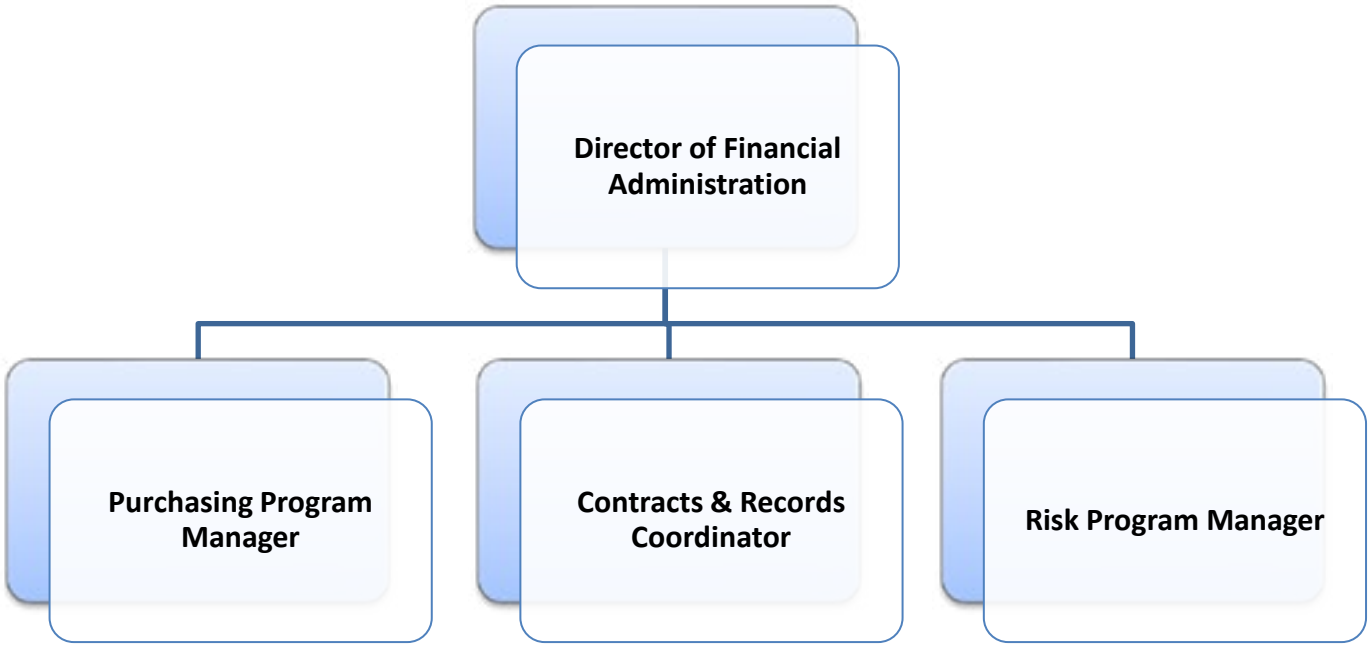
Department Description

The Regulatory Affairs Department provides operational support and services for the following functional areas. Oversight for the requisition and procurement of goods and services by FPUA, including all formal and informal bids, request for proposals (RFP), and other types of public solicitations in compliance with FPUA's rules and all applicable federal, state and local laws. Contract Administration processes contracts from inception to final approval and signature by the Board, and manages the contract renewal process. Records Management and public records requests includes providing training and guidance for records retention. Risk Management processes customer claims and maintains FPUA's insurance programs.

Departmental Accomplishments

- Improved the time required to complete procurements through the use of cooperatives and “piggybacking” off Florida state/county/city government procurements
- Improved the time required to complete competitive procurements through the use of the revised requisition approval process, further reducing time required for contract approval and Board submissions
- Completed new qualification of eleven firms for Water and Wastewater Professional Engineering and Design Build Services
- Enacted a temporary exemption on emergency purchases of goods and services, in accordance with the purchasing manual, to include the hurricane season preparation and to provide relief from long lead times on procurement
- Successfully transitioned annexations to the City and easements from in-house attorney

REGULATORY AFFAIRS STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Director of Regulatory Affairs	1	-	-	-
Director of Financial Administration	-	1	1	-
Purchasing Program Manager	1	1	1	-
Contracts & Records Coordinator	1	1	1	-
Risk Program Manager	1	1	1	-
TOTAL FTE	4	4	4	-

REGULATORY AFFAIRS

DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Plan, organize and direct the purchasing, contracts administration, risk management, and records management activities throughout the organization
		Streamline the requisition and procurement process for all FPUA departments
		Ensure the fair and equitable treatment of all parties involved with formal solicitations issued by FPUA, to maximize the purchasing value of FPUA funds, and provide safeguards for maintaining a procurement system of quality and integrity
		Identify and monitor risk exposure to minimize consequences through effective and efficient practices, procedures, controls and compliance review
		Provide guidance and support to all FPUA departments to ensure compliance with the laws and regulations that pose legal and operational risk to FPUA
	Customer Service	Process, record and file easements and annexation agreements for parcels connecting into the City of Fort Pierce
		Responds to and assists with public records requests; and coordinate, train, and oversee the records management function for FPUA to ensure compliance with the Florida Sunshine Laws and Florida Records Management Association best practices

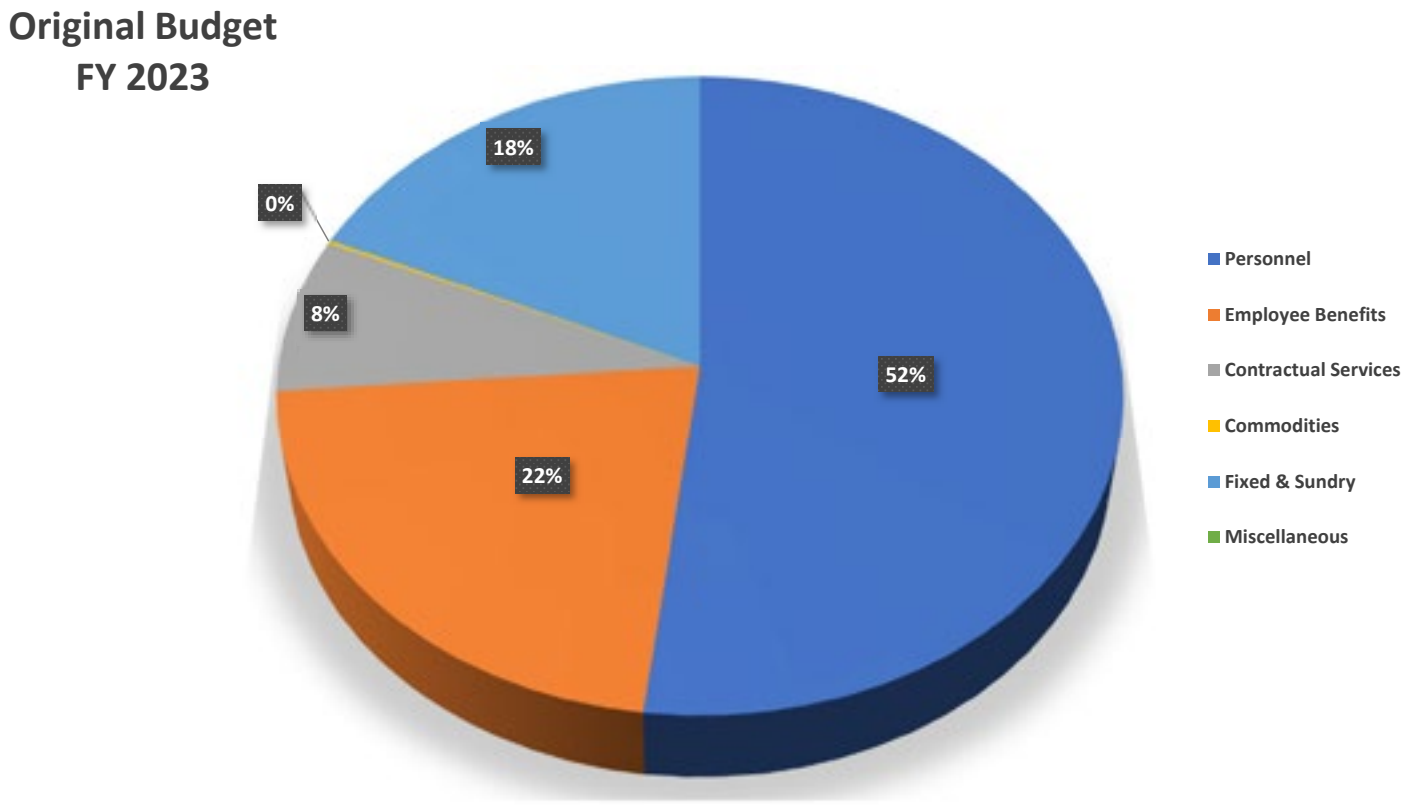
Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Records Disposition Volume - Electronic Records / Paper Records	70 GB 200 cf	0 GB 118.6 cf	70 GB 200 cf	0 GB 35.13 cf	70 GB 200 cf	50 GB 200 cf	70 GB 200 cf
	Formal Solicitations Completed*	30	38	35	42	45	40	40
	POA's Completed	300	328	275	409	390	400	400
	PO's Less than $10k, completed**	**	173	175	238	175	200	200
	Public Records Requests	50	67	50	80	70	90	80

* Formal solicitations completed include ITB's, RFP's, RFQu's, cooperative and piggyback purchases

** New performance measure added for FY2021

BUDGET SUMMARY - DEPT 14

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 155,722	$ 224,231	$ 278,663	$ 324,947	$ 46,284
Employee Benefits	109,880	104,221	120,760	136,418	15,658
Contractual Services	11,367	22,822	44,341	49,002	4,661
Commodities	837	6,797	1,225	1,000	(225)
Fixed & Sundry	2,783	4,407	113,391	114,220	829
Miscellaneous	-	-	-	-	-
TOTALS	**$ 280,589**	**$ 362,478**	**$ 558,380**	**$ 625,587**	**$ 67,207**



DEPT. 14 - REGULATORY AFFAIRS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 155,722	$ 224,231	$ 278,663	$ 324,947
	Personnel Services Total	155,722	224,231	278,663	324,947
	EMPLOYEE BENEFITS				
4050	Retirement	36,562	9,214	47,150	58,360
4060	FICA	11,601	16,729	21,318	24,858
4070	Employees' Insurance	39,283	56,101	51,941	52,835
4090	Vacation Pay Expense	18,036	10,432	-	-
4100	Sick Pay Expense	4,174	11,515	-	-
4110	Net OPEB Expense	71	59	137	138
4600	Workers' Compensation	153	171	214	227
	Employee Benefits Total	109,880	104,221	120,760	136,418
	CONTRACTUAL SERVICES				
2110	Advertising	2,326	1,963	4,214	4,000
2140	Postage	-	-	196	196
2151	Printing	60	-	196	196
2164	Profess. Fees - Consulting/Eng.	3,838	3,681	15,000	15,000
2166	Professional Fees - Other	850	8,985	15,000	15,000
2170	Training	495	1,240	3,470	8,000
2171	Travel	-	-	980	-
2172	Car Allowance	3,798	5,160	3,512	5,160
2190	Communications	-	-	200	200
2230	Employee Relations	-	623	250	250
2260	Memberships - Professional	-	1,170	1,323	1,000
	Contractual Services Total	11,367	22,822	44,341	49,002
	COMMODITIES				
3311	Office Supplies	837	6,797	980	1,000
3313	Subscriptions	-	-	245	-
	Commodities Total	837	6,797	1,225	1,000
	FIXED & SUNDRY				
4520	Licenses & Permits	410	308	980	1,500
4610	Property & Liab./Ins. & Uninsur.	2,373	4,099	112,411	112,720
	Fixed & Sundry Total	2,783	4,407	113,391	114,220
	Total	$ 280,589	$ 362,478	$ 558,380	$ 625,587

FINANCE

Department Description

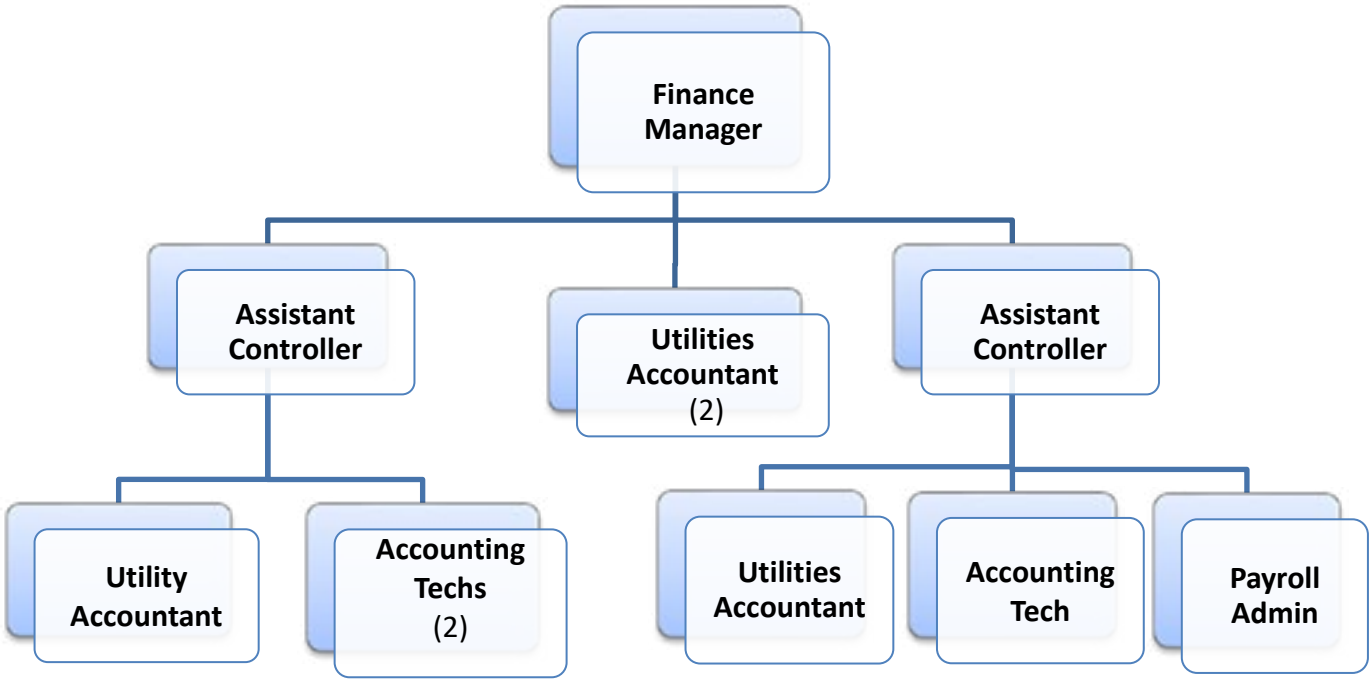
The Department of Finance is responsible for planning, organizing, and directing the financial, accounting, and rate matters of FPUA:

- Maintain and control the computerized general ledger system and subsystems that include accounts payable, cash receipts, fixed assets, construction work in progress, payroll, cash and investments, inventory, budget, purchasing, and debt management
- Prepare FPUA's annual financial report, annual budget, budget amendments, financial forecasts, and monthly and quarterly operating reports. Coordinate rate studies and report required financial and statistical information to state and federal regulatory agencies and investment bankers.
- Collect, maintain, and disburse FPUA's cash and safeguard FPUA's assets in addition to maintaining an investment program.
- Review and desk audit all departmentally generated purchase orders, work order transactions, travel requests, and payment requests.
- Expand training opportunities to Finance personnel and train external department's new staff on finance administrative duties

Departmental Accomplishments

- Awarded GFOA's Distinguished Budget Presentation Award for the Annual Budget
- Presented with GFOA's Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report
- Facilitated the issuance of Utilities Refunding and Revenue Bonds, Series 2022A and Utilities Revenue Bonds, Series 2022B

FINANCE STAFFING



Classification	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change from 9/30/2022 to 9/30/23
Director of Finance	1	-	-	-
Finance Manager	1	1	1	-
Assistant Controller	2	2	2	-
Utility Accountant	3	4	4	-
Accounting Techs	3	3	3	-
Payroll Admin	1	1	1	-
TOTAL FTE	11	11	11	-

*Additional Utilities Accountant position created to assist with debt management, grant compliance, and performance measure monitoring

FINANCE

DEPARTMENTAL GOALS AND OBJECTIVES

	Reliability	Plan, organize and direct the financial, accounting, and rate matters throughout FPUA
		Preparation of financial statements, statistical and regulatory reports, budget documents and coordination of financial forecasts, rate studies, debt issuance and cash management
		Maintain FPUA's accounting records in accordance with generally accepted accounting principles
		Follow GFOA Best Practices for Budget and Financial Planning
		Maintain compliance with Bond Covenants
	Employee Development and Satisfaction	Expand training opportunities to Finance personnel and train external department's new staff on finance administrative duties

Strategic Goal:	Performance Measurement:	FY 2020		FY 2021		FY 2022		FY 2023
		Goal	Actual	Goal	Actual	Goal	Projected	Goal
	Active vendors	2,500	2,577	2,500	2,638	2,500	2,900	2,500
	% Payments issued – Check	50.9%	46.0%	50.9%	48.5%	55.0%	43.1%	42.0%
	% Payments issued - EFT	49.1%	54.0%	49.1%	51.5%	45.0%	56.9%	58.0%
	Days of Cash on Hand Sept 30	90	118	90	95	90	61	90
	Overall % of Annual Budget award judged to be: **Proficient** **Outstanding** **Does not Satisfy**	 60.0% 40.0% 0.0%	 91.7% 8.3% 0.0%	 60.0% 40.0% 0.0%	 16.7% 50.0% 33.3%	 81.5% 18.5% 0.0%	 100% 0.0% 0.0%	 0.0% 100% 0.0%
	Proficient grading on Annual Financial Report from Special Review Committee	100%	100%	100%	**	100%	100%	100%
	Unqualified audit opinion by external CPA firm	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Bond Ratings: **Fitch** **Standard & Poor's**	 A+ A	 A+ A	 A+ A	 A+ A	 A+ A+	 A A	 A+ A+
	Debt Service Ratio	2.93x	3.16x	2.82x	3.54x	2.72x	2.22x	2.31x
	Staff Education Hours: **CPE credits earned** **College credit hours**	 * *	 120 *	 * *	 193 30	 300 *	 184 27	 160 20
	FGFOA Members	*	4	*	4	*	4	7

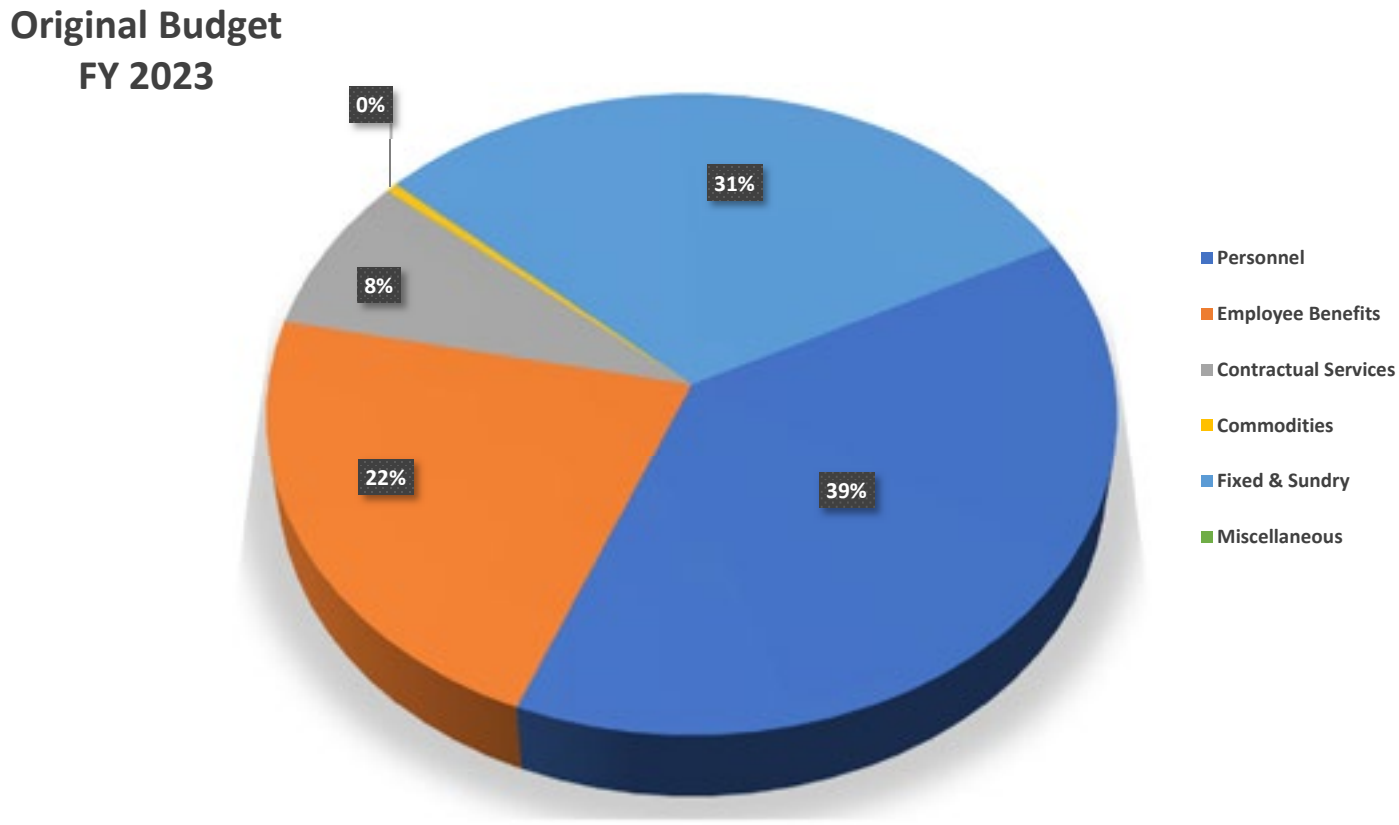
* New Performance Measure

** Rating not yet available

BUDGET SUMMARY - DEPT 21

Description	Actual FY 2020	Actual FY 2021	Amended Budget FY 2022	Original Budget FY 2023	Change From 9/30/2022 to 9/30/2023
Personnel	$ 748,805	$ 655,701	$ 632,482	$ 635,034	$ 2,552
Employee Benefits	367,945	283,950	352,905	362,905	10,000
Contractual Services	107,290	103,049	1,405,420	130,875	(1,274,545) *
Commodities	7,632	8,736	7,000	7,600	600
Fixed & Sundry	394,911	484,850	512,122	506,914	(5,208)
Miscellaneous	-	-	-	-	-
TOTALS	**$ 1,626,583**	**$ 1,536,286**	**$ 2,909,929**	**$ 1,643,328**	**$ (1,266,601)**

* Contractual Services for Amended FY 2022 contain debt restructuring fees.



DEPT. 21 - FINANCE

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	PERSONNEL SERVICES				
1010	Salaries & Wages	$ 747,713	$ 655,701	$ 631,982	$ 634,034
1020	Overtime	1,092	-	500	1,000
	Personnel Services Total	748,805	655,701	632,482	635,034
	EMPLOYEE BENEFITS				
4050	Retirement	174,265	25,393	97,325	103,805
4060	FICA	54,310	46,755	48,385	48,580
4070	Employees' Insurance	178,361	195,766	196,141	199,516
4090	Vacation Pay Expense	(6,258)	1,391	-	-
4100	Sick Pay Expense	(33,553)	14,068	-	-
4110	Net OPEB Expense	260	163	411	379
4600	Workers' Compensation	560	414	643	625
4640	Unemployment Claims	-	-	10,000	10,000
	Employee Benefits Total	367,945	283,950	352,905	362,905
	CONTRACTUAL SERVICES				
2110	Advertising	509	-	-	-
2139	Maintenance/Service Contracts	1,311	243	300	300
2140	Postage	11	-	50	50
2151	Printing	60	40	1,000	1,000
2161	Professional Fees - Audit	47,880	49,470	49,470	51,000
2164	Profess. Fees - Consulting/Eng.	8,771	12,751	1,175,000	41,000
2166	Professional Fees - Other	16,750	21,400	165,550	22,000
2170	Training	19,536	10,943	6,500	8,500
2171	Travel	444	181	75	75
2172	Car Allowance	9,503	5,160	4,075	3,300
2190	Communications	1,510	1,716	1,800	1,900
2230	Employee Relations	75	520	850	1,000
2260	Memberships - Professional	930	625	750	750
	Contractual Services Total	107,290	103,049	1,405,420	130,875
	COMMODITIES				
3311	Office Supplies	7,300	8,162	7,000	7,000
3313	Subscriptions	332	574	-	600
	Commodities Total	7,632	8,736	7,000	7,600
	FIXED & SUNDRY				
4020	Cash (Over) Short	(150)	(2,390)	-	-
4520	Licenses & Permits	95	-	105	105
4610	Property & Liab./Ins. & Uninsur.	10,512	10,362	12,017	12,809
5730	Bank Charges	384,454	476,878	500,000	494,000
	Fixed & Sundry Total	394,911	484,850	512,122	506,914
	Total	$ 1,626,583	$ 1,536,286	$ 2,909,929	$ 1,643,328

ADMINISTRATIVE & GENERAL

Department Description

Expenses that are not specific to one department are charged among the following departments.

- Dept 39 – MOEC
- Dept 49 – Administration
- Dept 59 – Electric
- Dept 69 – Water
- Dept 79 – Natural Gas
- Dept 89 – Wastewater
- Dept 99 – FPUAnet Communications

The costs in these departments are allocated among the appropriate departments. Allocation percentages and methodology are reviewed annually by the Department of Finance. The fundamentals are cost-causative, measurable, objective, stable, predictable and consistently applied.

DEPT. 39 - ADMINISTRATIVE & GENERAL - MANATEE OBSERVATION & EDUCATION CENTER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	MISCELLANEOUS				
5710	Storm Expenses	$ 206	$ -	$ -	$ -
9000	Distribution To City Of Fort Pierce	3,713	235	316	3,150
	Miscellaneous Total	3,919	235	316	3,150
	Total	$ 3,919	$ 235	$ 316	$ 3,150

DEPT. 49 - ADMINISTRATIVE & GENERAL-ADMINISTRATION

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	CONTRACTUAL SERVICES				
2122	Rentals	$ 257	$ -	$ 245	$ 250
2131	Maintenance of Structures	3,940	5,153	6,860	6,860
2139	Maintenance/Service Contracts	12,053	7,042	15,000	15,000
2166	Professional Fees - Other	-	-	24,500	24,500
2190	Communications	14,538	15,903	16,400	17,000
	Contractual Services Total	30,788	28,098	63,005	63,610
	COMMODITIES				
3316	Operating Supplies	10,195	2,062	3,920	4,000
	Commodities Total	10,195	2,062	3,920	4,000
	FIXED & SUNDRY				
4509	Other Taxes	11,077	11,092	11,123	11,679
4520	Licenses & Permits	75	75	83	100
4700	Utility Bad Debt Expense	57,542	66,201	13,038	13,038
	Fixed & Sundry Total	68,694	77,368	24,244	24,817
	MISCELLANEOUS				
9010	Contingency	-	-	-	1,000,000
	Miscellaneous Total	-	-	-	1,000,000
	Total	$ 109,677	$ 107,528	$ 91,169	$ 1,092,427

DEPT. 59 - ADMINISTRATIVE & GENERAL - ELECTRIC

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	CONTRACTUAL SERVICES				
2122	Rentals	$ 944	$ -	$ 490	$ 500
2131	Maintenance of Structures	13,454	7,778	14,700	14,700
2133	Maintenance of Equipment	-	-	490	500
2139	Maintenance/Service Contracts	178,138	160,720	150,000	150,000
2190	Communications	11,309	11,869	12,000	12,500
	Contractual Services Total	203,845	180,367	177,680	178,200
	COMMODITIES				
3316	Operating Supplies	37,381	4,906	9,800	9,800
	Commodities Total	37,381	4,906	9,800	9,800
	FIXED & SUNDRY				
4509	Other Taxes	7,253	7,257	7,265	7,628
4510	Gross Receipts Tax	1,484,623	1,570,930	1,671,300	1,754,900
4520	Licenses & Permits	9,488	10,030	10,780	11,000
4531	Contributions - Civic	292,575	245,359	109,165	160,913
4610	Property & Liab./Ins. & Uninsur.	83,448	95,367	105,039	112,392
4700	Utility Bad Debt Expense	122,572	256,722	211,845	211,845
	Fixed & Sundry Total	1,999,959	2,185,665	2,115,394	2,258,678
	INTEREST EXPENSES				
5721	Interest - Bonds	1,128,210	1,023,657	948,826	895,448
5723	Interest - Deposits	43,207	51,251	48,459	48,405
5731	Amortization-Bond Discount	10,766	10,449	3,599	(16,314)
	Interest Expenses Total	1,182,183	1,085,357	1,000,884	927,539
	MISCELLANEOUS				
5710	Storm Expenses	15,069	60,938	-	-
9000	Distribution To City Of Fort Pierce	4,070,526	4,108,062	4,179,887	4,138,584
9030	Depreciation Expense	104,287	119,522	126,000	126,000
	Miscellaneous Total	4,189,882	4,288,522	4,305,887	4,264,584
	Total	$ 7,613,250	$ 7,744,817	$ 7,609,645	$ 7,638,801

DEPT. 69 - ADMINISTRATIVE & GENERAL - WATER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	CONTRACTUAL SERVICES				
2122	Rentals	$ 206	$ 225	$ 490	$ -
2131	Maintenance of Structures	8,562	15,366	12,180	17,248
2139	Maintenance/Service Contracts	134,529	128,686	110,240	121,264
2190	Communications	11,849	12,437	12,600	13,100
	Contractual Services Total	155,146	156,714	135,510	151,612
	COMMODITIES				
3316	Operating Supplies	29,870	3,731	7,420	4,312
	Commodities Total	29,870	3,731	7,420	4,312
	FIXED & SUNDRY				
4509	Other Taxes	12,523	12,526	12,531	13,158
4531	Contributions - Civic	-	-	32,804	48,354
4700	Utility Bad Debt Expense	21,982	46,031	37,986	37,986
	Fixed & Sundry Total	34,505	58,557	83,321	99,498
	INTEREST EXPENSES				
5721	Interest - Bonds	1,095,639	994,104	1,021,480	1,229,760
5723	Interest - Deposits	11,139	14,520	14,569	14,608
5729	Interest - Other	-	-	600	600
5731	Amortization-Bond Discount	6,945	6,740	(3,184)	(32,548)
	Interest Expenses Total	1,113,723	1,015,364	1,033,465	1,212,420
	MISCELLANEOUS				
5710	Storm Expenses	4,329	12,712	-	-
9000	Distribution To City Of Fort Pierce	1,062,961	1,143,516	1,191,490	1,210,206
9030	Depreciation Expense	30,671	37,231	38,000	38,000
	Miscellaneous Total	1,097,961	1,193,459	1,229,490	1,248,206
	Total	$ 2,431,205	$ 2,427,825	$ 2,489,206	$ 2,716,048

DEPT. 79 - ADMINISTRATIVE & GENERAL - GAS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	CONTRACTUAL SERVICES				
2122	Rentals	$ 172	$ -	$ -	$ -
2131	Maintenance of Structures	2,431	1,166	2,450	2,695
2139	Maintenance/Service Contracts	31,384	28,199	40,000	40,000
2190	Communications	2,694	2,825	2,900	3,000
	Contractual Services Total	36,681	32,190	45,350	45,695
	COMMODITIES				
3316	Operating Supplies	6,797	3,624	4,900	5,390
	Commodities Total	6,797	3,624	4,900	5,390
	FIXED & SUNDRY				
4509	Other Taxes	801	801	801	841
4510	Gross Receipts Tax	82,768	93,789	94,000	98,700
4520	Licenses & Permits	8,752	9,401	9,800	9,800
4531	Contributions - Civic	-	-	8,673	12,784
4700	Utility Bad Debt Expense	1,602	3,354	2,764	2,764
	Fixed & Sundry Total	93,923	107,345	116,038	124,889
	INTEREST EXPENSES				
5721	Interest - Bonds	68,426	62,085	152,502	396,148
5723	Interest - Deposits	2,850	3,810	3,852	3,895
5731	Amortization-Bond Discount	865	840	(2,911)	(14,114)
	Interest Expenses Total	72,141	66,735	153,443	385,929
	MISCELLANEOUS				
9000	Distribution To City Of Fort Pierce	276,597	252,956	296,030	293,910
9030	Depreciation Expense	18,911	21,746	23,000	24,000
	Miscellaneous Total	295,508	274,702	319,030	317,910
	Total	$ 505,050	$ 484,596	$ 638,761	$ 879,813

DEPT. 89 - ADMINISTRATIVE & GENERAL - WASTEWATER

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	CONTRACTUAL SERVICES				
2122	Rentals	$ 250	$ -	$ -	$ -
2131	Maintenance of Structures	4,631	1,662	19,600	21,560
2139	Maintenance/Service Contracts	100,118	95,948	73,500	80,850
2164	Profess. Fees - Consulting/Eng.	69,720	72,420	102,260	30,000
2190	Communications	6,461	6,783	6,900	7,200
2260	Memberships - Professional	-	610	-	-
	Contractual Services Total	181,180	177,423	202,260	139,610
	COMMODITIES				
3316	Operating Supplies	29,353	2,356	4,900	5,390
	Commodities Total	29,353	2,356	4,900	5,390
	FIXED & SUNDRY				
4509	Other Taxes	6,947	6,947	6,947	7,294
4531	Contributions - Civic	-	-	23,902	35,233
4700	Utility Bad Debt Expense	19,729	41,317	34,095	34,095
	Fixed & Sundry Total	26,676	48,264	64,944	76,622
	INTEREST EXPENSES				
5721	Interest - Bonds	444,770	403,552	1,557,914	4,614,911
5723	Interest - Deposits	8,577	10,461	10,617	10,592
5731	Amortization-Bond Discount	3,499	3,396	(40,673)	(172,671)
	Interest Expenses Total	456,846	417,409	1,527,858	4,452,832
	MISCELLANEOUS				
5710	Storm Expenses	5,213	9,661	-	-
9000	Distribution To City Of Fort Pierce	834,578	815,402	856,685	873,264
9030	Depreciation Expense	20,879	25,245	25,000	25,000
	Miscellaneous Total	860,670	850,308	881,685	898,264
	Total	$ 1,554,725	$ 1,495,760	$ 2,681,647	$ 5,572,718

DEPT. 99 - ADMINISTRATIVE & GENERAL - FPUAnet COMMUNICATIONS

OBJECT CODE	DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	AMENDED BUDGET FY 2022	ORIGINAL BUDGET FY 2023
	FIXED & SUNDRY				
4531	Contributions - Civic	-	-	1,728	2,546
4700	Utility Bad Debt Expense	73	331	272	272
5721	INTEREST - BONDS	-	-	35,417	127,500
5731	AMORTIZATION OF BOND DISCOUNT	-	-	(5,387)	(21,547)
	Fixed & Sundry Total	73	331	32,030	108,771
	MISCELLANEOUS				
9000	Distribution To City Of Fort Pierce	27,892	22,274	-	-
9030	Depreciation Expense	232	372	1,000	1,000
	Miscellaneous Total	28,124	22,646	1,000	1,000
	Total	$ 28,197	$ 22,977	$ 33,030	$ 109,771

FPUA
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CAPITAL IMPROVEMENT PLAN FY 2023 – FY 2027
CAPITAL BUDGET FY 2023

OVERVIEW

Capital infrastructure costs account for a large portion of FPUA's total costs. It is important for utilities to create, maintain and follow a plan to invest in their capital assets; whether to rehabilitate, replace or install new assets. The performance and continued use of these capital assets are essential to the health, safety, economic development, and quality of life.

Capital Improvement Plans are utilized to identify present and future needs requiring capital investment. FPUA's CIP is a planning tool that identifies FPUA's anticipated future capital needs for the upcoming five-year period. The CIP is updated periodically to reflect changes in the plan, such as the addition of new projects or changes in costs, timing of work, and sources of funding.

FPUA capitalizes assets with a unit cost of $5,000 or more and a useful life of three or more years. Funds for projects planned in later years have not been specifically named due to the uncertainty of dollar amounts and timeframes, but have been identified on the Departmental Budget Requests found in the Capital Improvement Plan FY 2023- FY 2027 on www.fpua.com.

FPUA uses four classifications in the CIP to identify capital expenses:

- Fixed Assets
- Vehicles
- Blanket Projects
- Standard Projects

The first year of FPUA's CIP is the Capital Budget for FY 2023. Future capital projects are placed in out years and moved up until they are included in the current year's capital budget. Each system has been allotted capital spending limits based on rate sufficiency analyses. If project priorities change during FY 2023, requiring additional funds or moving a project into the current year, staff will perform budget transfers within the approved CIP ensuring compliance with budget limitations. Quarterly capital spending updates and budget transfer requests will be provided to the FPUA Board.

CIP PROCESS AND TIMELINE

Every year FPUA updates its five-year Capital Improvement Plan. The process requires the departments to look ahead and anticipate their capital needs apart from the Operating Budget. Departments submitted their requests with cost estimates, justifications, priorities, time to complete, and other details. A Budget Review Committee (BRC) evaluated each submission against criteria and recommendations based on historical trends, needs, and available funds.

The cost of projects submitted exceeds FPUA's ability to fund them so projects must be prioritized. Opportunities for grants and other resources are constantly evaluated to assist in addressing this area of the budget.

BUDGET PROCESS TIMELINE:

ALIGNMENT TO STRATEGIC PLAN

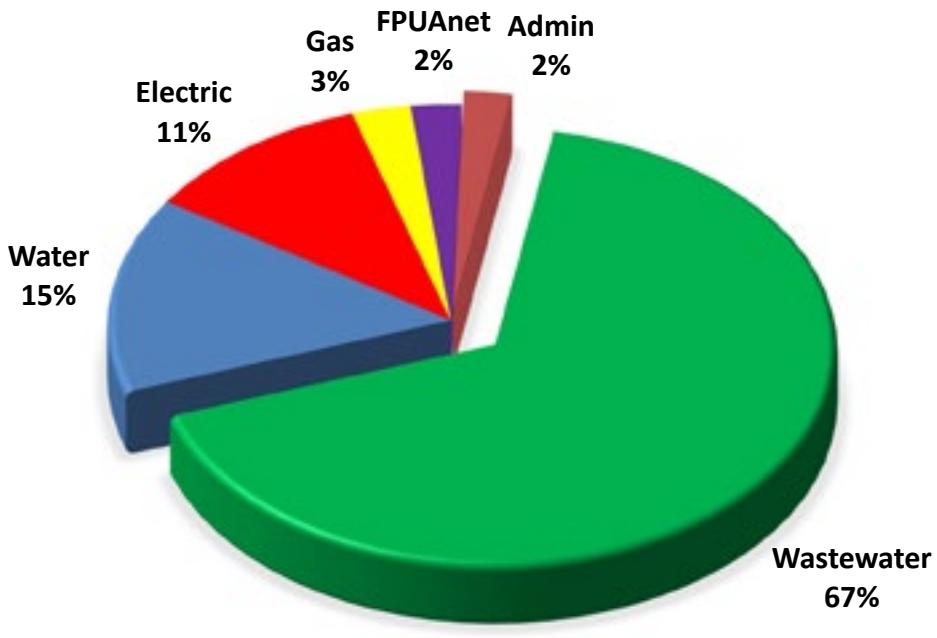
FPUA's CIP has been prepared with strategic planning priorities in mind. The proposed CIP mainly targets the strategic goals of Improving Reliability and Building the Utility/Building the City. Capital projects, such as Mainland Water Reclamation Facility (MWRF) & Conveyance system, Advanced Metering Infrastructure (AMI), North Fort Pierce Expansion, New Construction, and System Expansions, focus on Building the Utility/Building the City which account for 75% of the CIP. Capital projects, such as Storm Hardening, Water Mains Renewal & Replacement, Wastewater Main Lining, and Electric Substation Transformer Replacement address Reliability and account for 24% of the CIP. The final 1% focuses on FPUA Image and Customer Services. Throughout the budget process and evaluation period, the effect on rates is heavily evaluated.

CAPITAL IMPROVEMENT PROGRAM BY SYSTEM

The CIP for FPUA's System(s) projects for fiscal years 2023 - 2027 totals $219,444,851. The Wastewater system's relocation of the Island Water Reclamation Facility is the major project of the five-year plan which accounts for 56%, or $122,671,542 of the total CIP. The FY 2023 Capital Budget, in the amount of $63,474,361 includes contingency funding of $500,000 and unfunded projects of $3,674,714.

The graph and table below show the five-year CIP by the operating system.

FY 2023-2027 CIP by System



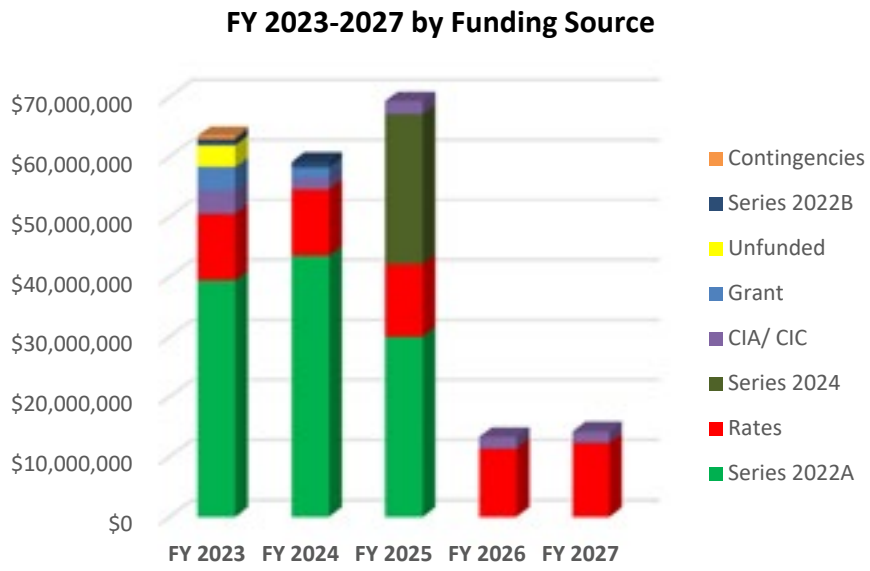
System	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-2027
Wastewater	$42,679,551	$41,311,638	$57,780,000	$2,400,000	$2,705,000	$146,876,189
Water	8,423,404	8,269,976	4,683,330	4,934,551	5,490,651	31,801,912
Electric	5,616,861	5,058,327	5,204,500	4,174,500	4,245,517	24,299,705
Gas	2,496,545	2,204,000	473,000	475,000	547,500	6,196,045
FPUAnet	2,034,500	1,601,000	501,000	600,000	580,000	5,316,500
Admin	2,223,500	687,000	640,500	725,000	678,500	4,954,500
Grand Total	**$63,474,361**	**$59,131,941**	**$69,282,330**	**$13,309,051**	**$14,247,168**	**$219,444,851**

PROPOSED FUNDING OF CAPITAL IMPROVEMENT PROGRAM

The five-year CIP was developed to ensure that the proposed plan is achievable with available resources. The CIP is designed to be a flexible tool and will be used to ensure that adequate funding is available for these projects while maintaining adequate cash reserves. The following are the projected funding sources for CIP projects:

- Rates
- Contributions-in-Aid (CIA)
- Capital Improvement Charges (CIC)
- Debt
- Grants
- Contingency

Debt (Series 2022A & Series 2022B) will fund 52% of the CIP for FY 2023–2027. The funds will be used to move the Wastewater Plant from Hutchinson Island, to complete the implementation of Advanced Metering Infrastructure as well as for the expansion and reliability projects for all systems. Revenue from utility rates is projected to account for 26% of the funding. FPUA may issue future debt (Series 2024), accounting for 11% of the CIP. This will be needed if potential grants are not awarded to FPUA to complete the Wastewater Plant conveyance system installation. The remaining funding sources are derived from contributions from outside sources (CIA and CIC) which are expected to fund 5%. Grants will fund 3%, leaving 2% for unfunded and contingency. The graph and table below show the projected funding sources by dollar amount.

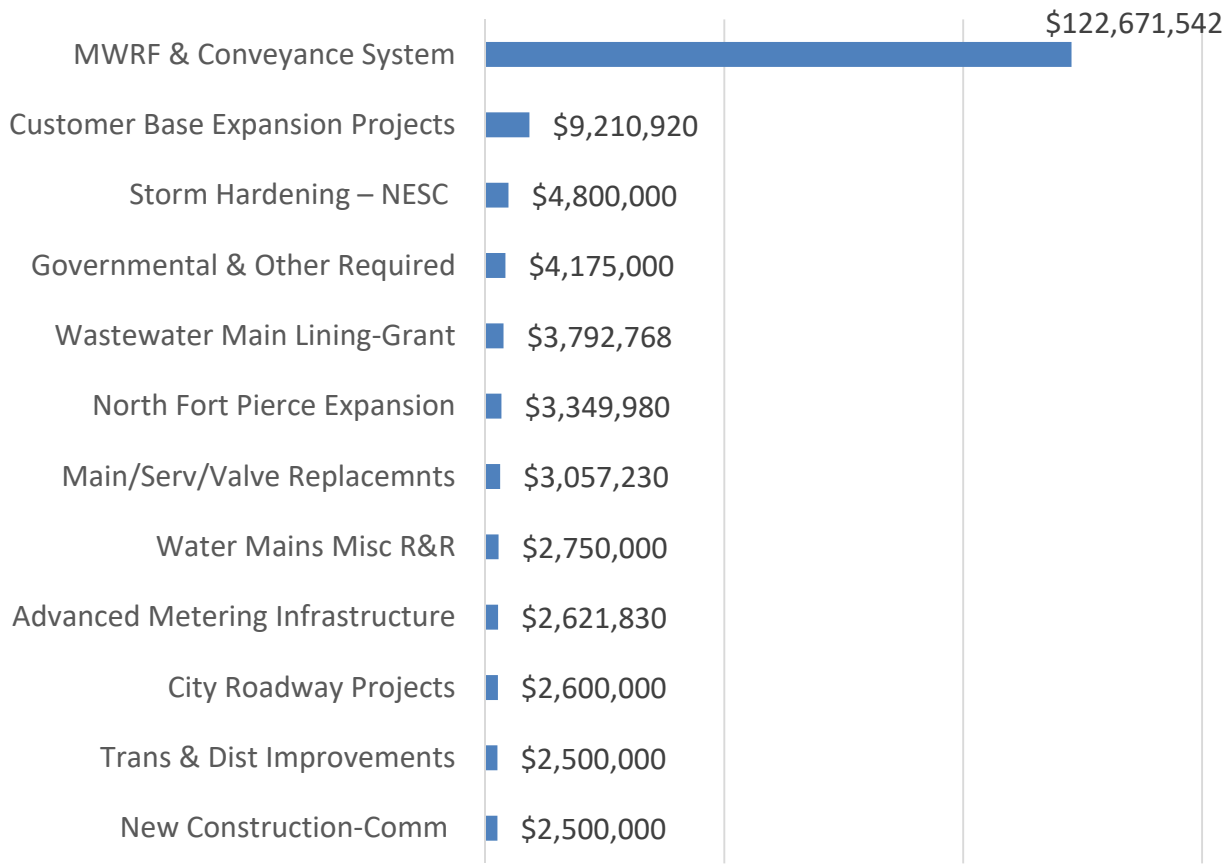


Funding Source	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-2027
Series 2022A	$39,383,512	$43,470,760	$30,000,000	-	-	$112,854,272
Rates	11,162,948	11,066,681	12,106,923	11,433,736	12,363,669	58,133,957
Series 2024	-	-	25,000,000	-	-	25,000,000
CIA/ CIC	3,804,913	1,866,732	2,175,407	1,875,315	1,883,499	11,605,866
Grant	3,943,774	1,742,768	-	-	-	5,686,542
Unfunded	3,674,714	-	-	-	-	3,674,714
Series 2022B	1,004,500	985,000	-	-	-	1,989,500
Contingencies	500,000	-	-	-	-	500,000
Grand Total	**$63,474,361**	**$59,131,941**	**$69,282,330**	**$13,809,051**	**$14,247,168**	**$219,444,851**

FY 2023 - 2027 CAPITAL BUDGET HIGHLIGHTS

FPUA classifies capital projects into two categories, blanket or standard. Blanket projects include proposed additions and retirements to the utility systems and are routine in nature, such as water main, utility pole, and gas line replacements. The replacement of transformers, mains, services, pumps, and valves, and the removal of old deteriorated equipment and failing water and wastewater system components will continue as necessary to maintain the integrity of the systems. A number of blanket projects have been proposed that are intended to fund renewals and replacements to a continuously aging system. Much of the renewals and replacements are done as a requirement of various federal, state, and local agencies. Emergency replacements also fall into this category. Standard projects are named projects that are designated to a certain location within FPUA's service territory.

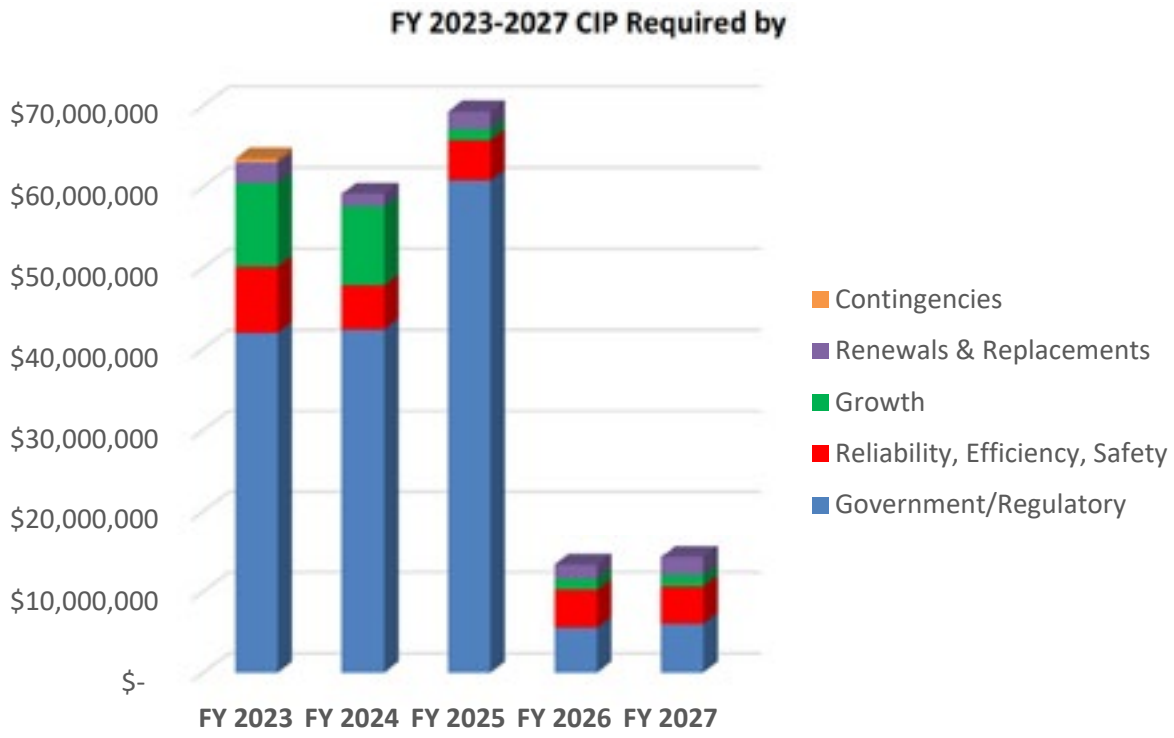
The following major standard and blanket projects account for 75% of the proposed CIP for the FY 2023 – FY 2027:



Major Projects	Description	Operating Budget Impact
MWRF & Conveyance System	The IWRF relocation Water Reclamation Facility will operate with a state-of-the-art process that will offset future operation & maintenance costs, and open a new market for reclaimed water.	Increase operating expenses, but will provide an environmental benefit to the Indian River Lagoon.
Customer Base Expansion Projects	Installation of water and sanitary sewer force mains, and other appurtenances to increase opportunities for private onsite residents and septic to switch to the city's water and wastewater system.	Increase in revenues due to the opportunities to increase the customer base.
Storm Hardening– NESC	The 2019 Storm Hardening & Grid Modernization Plan outlined FPUA's plan to upgrade and modify our electric system to make it more resilient to storm damage.	Reduce the cost to replace all overhead infrastructure with underground to enhance reliability.
Governmental & Other Required	Renewals, replacements, and relocations associated with roadway projects with FDOT, City, and County roadways. Relocate or replace as required by conditions of Right-of-Way Permits and age of existing infrastructure.	Increase expense as required by the Authority Having Jurisdiction (AHJ).
Wastewater Main Lining - Grant	FPUA was awarded a grant to line wastewater mainlines. Wastewater Main Lining rehabilitates damaged clay gravity mains by insertion of lining material to seal leaks at joints and pipe wall cracks.	Reduce high maintenance costs.
North Fort Pierce Expansion	The area on Indrio Road and Lakewood Park has no natural gas available for residential, commercial, or industrial use. This expansion will include approximately 29 square miles of new service territory and 60 miles of new gas main lines.	Opportunity to increase gas customer base and revenue over the next eight to ten years.
Main/Serv/Valve Replacements	Replace deteriorated or failing mains, services, and valves. Following a proactive plan will reduce overtime hours, unplanned service interruptions, water loss at breaks, and increase water system quality.	Reduce operating expenses.
Water Mains Misc. R&R	Replacement of failing water system components to reduce maintenance costs and improve reliability.	Cost savings to reduce high maintenance costs and increase reliability and safety to the public.
Advanced Metering Infrastructure	Installation of an Advanced Metering Infrastructure to provide 2-way communication between all FPUA Water, Gas, and Electric Meters.	Increase O&M expenses due to initial implementation cost. Open new possibilities for Customer Service and Billing opportunities.
City Roadway Projects	Replace/relocate manholes, force mains, gravity sewer mains, and sewer services associated with City Roadway Projects.	Decrease expense - reduces maintenance and improves system reliability
Trans & Dist. Improvements	Replacement of T&D facilities that fail or have reached the end of life. This project will coincide with the distribution pole replacement project and Engineering's Storm Hardening project to ensure continued reliability.	No impact on the budget
New Construction-Comm	FPUA's cost of providing electric service to new commercial customers.	Increase revenue from customers

REASONS CAPITAL PROJECTS ARE REQUIRED

FPUA's CIP and Capital Budget include funding for projects mandated by other government or regulatory agencies or required for system growth, reliability, efficiency, safety, and renewals & replacements. The following graph and table display the projected amounts by the requirement.



Required By	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-2027
Government/ Regulatory	$41,998,583	$42,397,382	$60,753,337	$5,506,683	$6,034,690	$156,690,675
Reliability, Efficiency, Safety	8,178,165	5,444,785	5,013,239	4,693,052	4,634,178	27,963,419
Growth	10,287,446	9,713,574	1,326,219	1,355,466	1,364,900	24,047,605
Renewals & Replacements	2,510,167	1,576,200	2,189,535	1,753,850	2,213,400	10,243,152
Contingencies	500,000	-	-	-	-	500,000
Grand Total	**$63,474,361**	**$59,131,941**	**$69,282,330**	**$13,309,051**	**$14,247,168**	**$219,444,851**

Projects mandated by federal, state, and local government and regulatory agencies represent 71% or $156,690,675 of the FY 2023 – FY 2027 CIP primarily due to the movement of the Wastewater Plant off Hutchinson Island and away from the Indian River Lagoon. The projected costs in the five-year CIP are as follows:

Required by Government/ Regulatory	**FY 2023-2027**
City of Fort Pierce	$127,771,542
Florida Department of Environmental Protection	9,804,783
Public Service Commission	5,226,500
North America Electric Reliability Corporation	4,800,000
St. Lucie County	2,990,000
National Electric Safety Code	2,700,000
Florida Department of Transportation	1,940,000
Department of Homeland Security and/or North American Electric Reliability Corporation	810,000
SLC Fire District	482,850
South Florida Water Management District	165,000
Grand Total	**$156,690,675**

IMPACT ON OPERATING BUDGET

Capital projects may or may not have an ongoing financial impact on FPUA's operating budget. For the FY 2023 Capital Budget, the annual impact on O&M costs is one of the criteria that is used to assess and evaluate capital projects. Known and quantifiable operating impacts can be classified into one of the following results:

- Increase Revenue
- Cost Savings
- Decrease Revenue
- Increase Expense
- No impact on O&M Budget

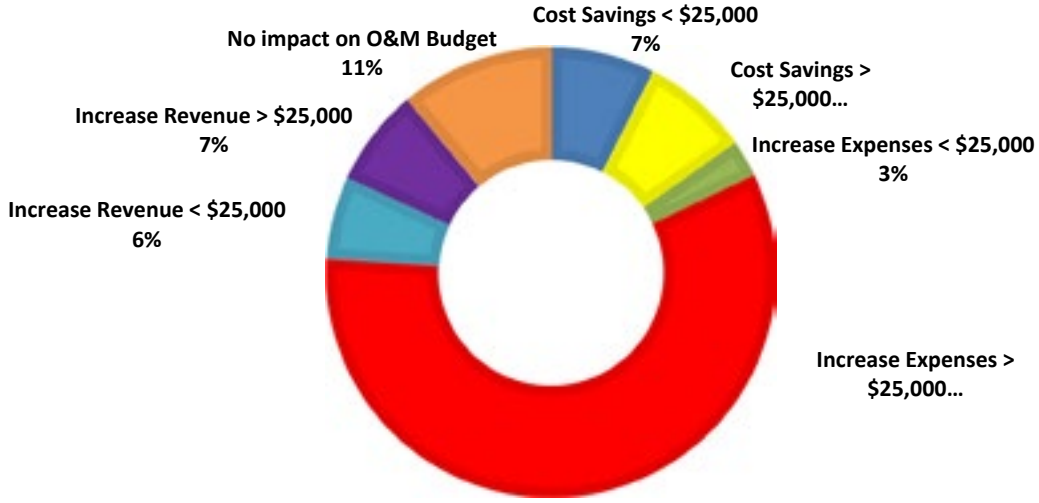
Purchasing replacement vehicles will result in cost savings per vehicle because of the anticipated reduction in maintenance costs. The reduction in vehicle maintenance will be offset, in part, by other aging vehicles requiring maintenance, and increases in depreciation expense.

Fixed asset purchases such as security systems, hardware, and software will impact the operating budget minimally (less than $25,000 for each asset) for the costs of annual licenses, updates, and maintenance.

Since blanket projects are ongoing projects that will maintain and extend the life of FPUA's infrastructure, the operating impact is typically rated as additional cost savings. These projects are completed in coordination within departments of FPUA when feasible or mandated by outside agencies.

It is estimated that a total of 61% of the FY 2023 Capital Projects will increase expenses, primarily due to the move of the Wastewater Plant, 13% of the Capital Budget will result in revenue increases, 15% will have cost savings, and 11% will have no impact on the Operating Budget.

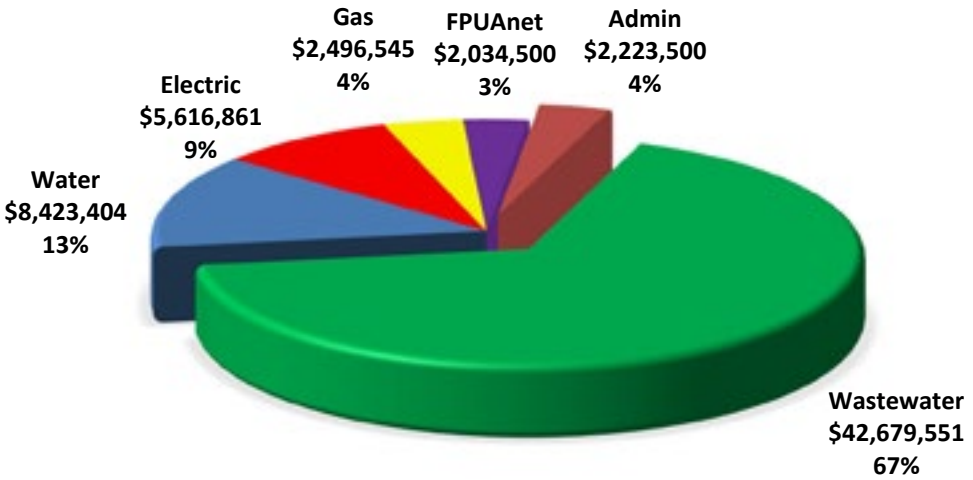
The chart below illustrates the annual impact on the operating budget by the percentage of the FY 2023 Capital Budget, excluding Fixed Assets.



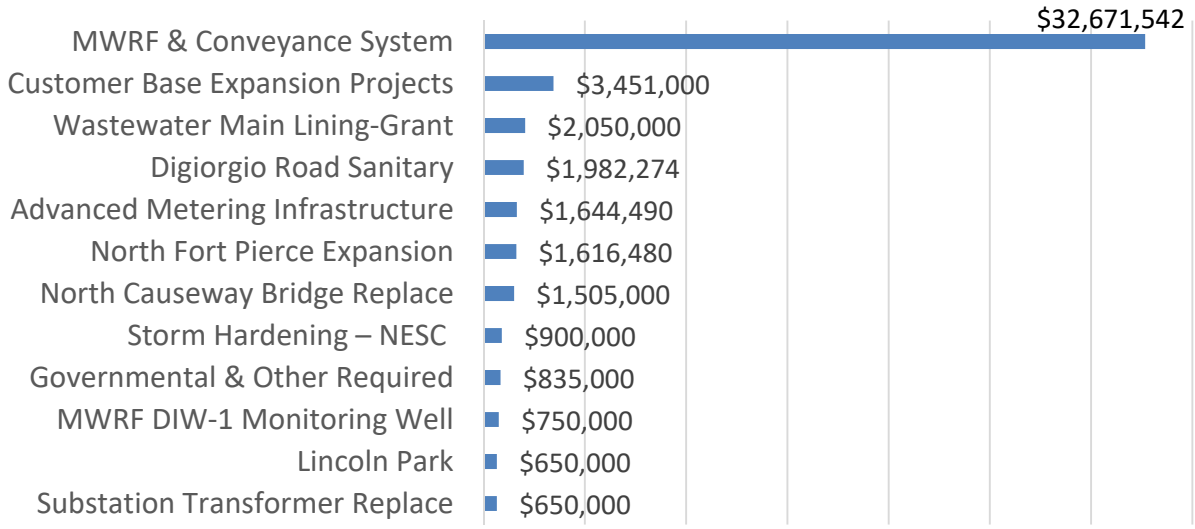
2023 CAPITAL PLAN HIGHLIGHTS

Funds are allocated to cover a variety of projects as permitted by revenue source and availability. Projects align closely with our mission statement to provide economical, reliable, and friendly service to our community, with the most important component being public safety.

Below is the breakdown of the FY2023 capital budget of $63,474,361 by System.



The graph below lists the major capital projects accounting for 77% of the fiscal year 2023 Capital Budget, based on ranking criteria that identify cost-effective improvements and alignment with FPUA's mission.



VEHICLE REPLACEMENT PROGRAM

Centralized Fleet Services (CFS) provides vehicle services and oversite of FPUA's fleet. The CFS Fleet Management Administrator meets with FPUA's various departments to determine vehicle replacement needs based on age, mileage, maintenance cost, and use. Specialized vehicles such as material handlers, backhoes/loaders, and Vac-Cons will be purchased by the requesting departments. The table below shows the proposed vehicle purchases included in the FY 2023 Capital Budget.

Description	Quantity	FY 2023
48-Foot Material Handler	1	$218,167
Brush Chipper	1	70,000
Ford Pickup Truck	1	32,669
Ford ¾ Ton Crew Cab Diesel	1	60,000
Electric Total	**4**	**380,836**
Service Boom Truck	1	145,000
Ford ½ Ton Pickup Truck Super Cab	1	50,000
Wastewater Total	**2**	**195,000**
Ford 250 Truck and Ford ½ Ton 4WD	2	88,350
Ford ¾ Ton Pickup Truck	1	60,000
Water Total	**3**	**148,350**
Fiber Optic Splice Van	1	60,000
FPUAnet Total	**1**	**60,000**
Ford 150 Extended Cab CNG	1	50,000
Gas Total	**1**	**50,000**
Ford 4X4 Pick-Up Truck	1	35,500
Administration Total	**1**	**35,500**
Grand Total	**12**	**$869,686**

SUMMARY

The projects presented in the FY 2023 – FY 2027 CIP are essential to FPUA's efforts to provide our customers with the highest quality of products and services. The CIP has been prepared with strategic planning priorities in mind, along with FPUA's commitment to meet the needs of our customers and community. The summary of the Capital Budget Requests can be found on pages 236 through 242. For more comprehensive and detailed information, including project descriptions, budget costs, impacts on the operating budget, and anticipated completion dates on each capital expenditure in FPUA's CIP, please visit fpua website, found under Financial Reports on www.fpua.com.

FPUA
COMMUNITY PROUD

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	SYSTEM	FUNDING	NUMBER	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-27
01	**MOEC**											
01	FA-1	Color Copier	FA	Administration	Rates	339123001	7,200	-	-	-	-	7,200
01	FA-2	Saltwater Exhibit Tank	FA	Administration	Rates		-	7,500	-	7,500	-	15,000
		TOTAL					**7,200**	**7,500**	**-**	**7,500**	**-**	**22,200**
18	**Safety**											
18	FA-1	Safety 4 x 4 Pick Up	FA	Administration	Rates	Vehicles	35,500	-	-	-	-	35,500
		TOTAL					**35,500**	**-**	**-**	**-**	**-**	**35,500**
22	**Materials Management**											
22	FA-1	Four Post Vehicle Lift	FA	Administration	Rates	439423005	30,000	-	-	-	-	30,000
22	FA-2	Hyster 4' Fork Truck	FA	Administration	Rates		-	40,000	-	-	-	40,000
22	1	Fuel Tanks	STD	Administration	Rates	490	573,000	-	-	-	-	573,000
22	2	6 x 6 Mechanical Dock Leveler	STD	Administration	Rates	495	15,000	-	-	-	-	15,000
		TOTAL					**618,000**	**40,000**	**-**	**-**	**-**	**658,000**
32	**Information Technology Services**											
32	FA-1	Dept. Hardware & Software	FA	Administration	Rates	439923001	511,800	132,000	120,000	400,000	120,000	1,283,800
32	FA-2	Servers	FA	Administration	Rates	439923002	50,000	175,000	155,000	65,000	60,000	505,000
32	FA-3	Great Plains/Cogsdale	FA	Administration	Rates	439923003	18,000	-	18,000	-	21,000	57,000
32	FA-4	Communication	FA	Administration	Rates	439723004	75,000	35,000	50,000	120,000	120,000	400,000
32	FA-5	Telephony	FA	Administration	Rates		-	20,000	25,000	-	90,000	135,000
32	FA-6	Vehicle Replacement	FA	Administration	Rates	Vehicles	-	-	-	25,000	30,000	55,000
32	1	Security System	BLKT	Administration	Rates	402	100,000	100,000	100,000	-	100,000	400,000
32	2	Key Card System at new MWRF	STD	Administration	Rates		-	30,000	-	-	-	30,000
		TOTAL					**754,800**	**492,000**	**468,000**	**610,000**	**541,000**	**2,865,800**
35	**Facilities**											
35	FA-1	Wall Hung HVAC (4)	FA	Administration	Rates	663123001	35,000	30,000	30,000	30,000	30,000	155,000
35	FA-2	Wall Hung Hvac Units	FA	Administration	Rates	837123001	15,000	15,000	-	-	-	30,000
35	FA-3	Load Bank	FA	Administration	Rates	439823007	9,000	-	-	-	-	9,000
35	FA-4	Automatic Gates	FA	Administration	Rates	439023008	20,000	-	-	-	-	20,000
35	FA-5	Automatic Gates WRF	FA	Administration	Rates	837123002	15,000	-	-	-	-	15,000
35	FA-6	Ice Machine Replacements	FA	Administration	Rates		-	17,500	17,500	17,500	17,500	70,000
35		Roof Replacement-MOEC	STD	Administration	Rates	325	-	-	-	-	-	-
35		MOEC Expansion	STD	Administration	Rates	340	-	-	-	-	40,000	40,000
35	1	Admin Electrical Upgrades	STD	Administration	Rates	425	50,000	75,000	50,000	50,000	50,000	275,000
35	2	Chemical Fire Suppression ESC	STD	Administration	Rates	435	35,000	-	-	-	-	35,000
35	3	Substation Roof Replacements	STD	Administration	Rates	433	10,000	10,000	75,000	10,000	-	105,000
35	4	TVSS/SPD Surge Protection	STD	Administration	Rates	440	35,000	-	-	-	-	35,000
35	5	Fire Suppression ESC Meter	STD	Administration	Rates	498	41,000	-	-	-	-	41,000
35	6	Subsn Shop Fire Suppression	STD	Administration	Rates	499	43,000	-	-	-	-	43,000
		TOTAL					**308,000**	**147,500**	**172,500**	**107,500**	**137,500**	**873,000**

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	SYSTEM	FUNDING	NUMBER	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-27
54	**Electric Transmission & Distribution**											
54	FA-1	Ford 3/4 Ton Crew Cab Diesel	FA	Electric	Rates	Vehicles	60,000	-	-	-	-	60,000
54	FA-2	110 Foot Material Handler	FA	Electric	Rates	Vehicles	-	-	450,000	-	-	450,000
54	FA-3	Relay Testing Equipment	FA	Electric	Rates	535323002	80,000	-	-	-	-	80,000
54	FA-4	Brush Chipper	FA	Electric	Rates	Vehicles	70,000	-	-	-	-	70,000
54	FA-5	48 Foot Material Handler	FA	Electric	Rates	Vehicles	218,167	-	-	-	-	218,167
54	1	Retirement from Plant	BLKT	Electric	Rates	501	120,000	120,000	120,000	120,000	120,000	600,000
54	2	Transformer Replacement	BLKT	Electric	Rates	504	75,000	75,000	75,000	75,000	75,000	375,000
54	3	Distribution Pole Replacement	BLKT	Electric	Rates	505	450,000	450,000	475,000	475,000	475,000	2,325,000
54	4	Transmission Pole Replacement	BLKT	Electric	Rates	507	25,000	30,000	30,000	30,000	30,000	145,000
54	5	Substation Improvements R&R	BLKT	Electric	Rates	511	93,000	65,000	65,000	65,000	70,000	358,000
54	6	Trans & Dist Improvements	BLKT	Electric	Rates	515	500,000	500,000	500,000	500,000	500,000	2,500,000
		TOTAL					**1,691,167**	**1,240,000**	**1,715,000**	**1,265,000**	**1,270,000**	**7,181,167**
55	**Electric Operations**											
55	FA-1	Ford Pick-up Truck	FA	Electric	Rates	Vehicles	32,669	34,302	-	-	36,017	102,988
55	FA-2	RADIAN CT Burden Tester	FA	Electric	Rates	539823006	9,000	-	-	-	-	9,000
55	1	CT Metering Account	BLKT	Electric	Rates	514	12,000	12,000	12,000	12,000	12,000	60,000
55	2	Electric Meter Replacement	BLKT	Electric	Rates	517	2,500	2,500	2,500	2,500	2,500	12,500
55	3	Advanced Metering Infrastructure	STD	Electric	Series 2022A	523	329,525	229,525	-	-	-	559,050
55	3	Advanced Metering Infrastructure	STD	Electric	Rates	523	-	-	-	-	-	-
		TOTAL					**385,694**	**278,327**	**14,500**	**14,500**	**50,517**	**743,538**
56-E	**Electric & Gas Engineering - Electric**											
56-E	1	15kV Breaker Replacement	BLKT	Electric	Rates	502	65,000	65,000	-	-	-	130,000
56-E	2	Auto Reclsure Reliab Imprvmnts	BLKT	Electric	Rates	503	40,000	40,000	40,000	40,000	40,000	200,000
56-E	3	Substation Imprv Prjcts	BLKT	Electric	Rates	506	250,000	250,000	150,000	150,000	150,000	950,000
56-E	4	Storm Hardening – NESC	BLKT	Electric	Rates	508	900,000	900,000	1,000,000	1,000,000	1,000,000	4,800,000
56-E	5	69KV Breaker Replacement	BLKT	Electric	Rates	509	70,000	70,000	70,000	70,000	70,000	350,000
56-E	6	Electric Sys VAR Control Expan	BLKT	Electric	Rates	510	80,000	80,000	80,000	-	-	240,000
56-E	7	Governmental & Other Required	BLKT	Electric	Rates	512	350,000	350,000	350,000	350,000	350,000	1,750,000
56-E	7	Governmental & Other Required	BLKT	Electric	CIA	512	150,000	150,000	150,000	150,000	150,000	750,000
56-E	8	New Construction-Residential	BLKT	Electric	Rates	516	85,000	85,000	85,000	85,000	85,000	425,000
56-E	9	New Construction-Comm	BLKT	Electric	Rates	518	300,000	300,000	300,000	300,000	300,000	1,500,000
56-E	9	New Construction-Comm	BLKT	Electric	CIA	518	200,000	200,000	200,000	200,000	200,000	1,000,000
56-E	10	New Construction-Rental Lights	BLKT	Electric	Rates	519	200,000	200,000	200,000	200,000	200,000	1,000,000
56-E	11	St Lucie Village - Convert to UG	STD	Electric	Rates	560	-	-	-	-	180,000	180,000
56-E	12	Maintenance Pole Replacements	STD	Electric	Rates	592	200,000	200,000	200,000	200,000	200,000	1,000,000
56-E	13	Substation Transformer Replace	STD	Electric	Rates	594	650,000	650,000	650,000	150,000		2,100,000
		TOTAL					**3,540,000**	**3,540,000**	**3,475,000**	**2,895,000**	**2,925,000**	**16,375,000**

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	SYSTEM	FUNDING	NUMBER	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-27
62	**Water Resources**											
62	FA-1	Submersible Well Pumps	FA	Water	Rates	632523002	18,000	18,000	18,000	18,000	18,000	90,000
62	FA-2	Submersible Electric Motors	FA	Water	Rates	632523003	15,000	15,000	15,000	15,000	15,000	75,000
62	FA-3	Telemetry/Controls/Instr	FA	Water	Rates	633223004	25,000	25,000	25,000	25,000	25,000	125,000
62	FA-4	Spare RO Transfer Pump	FA	Water	Rates	632523005	80,000					80,000
62	FA-5	Ford 3/4 Ton Service Truck	FA	Water	Rates	Vehicles	60,000	-	-	-	-	60,000
62	1	Raw Water Mains R&R	BLKT	Water	Rates	618	10,000	10,000	10,000	10,000	10,000	50,000
62	2	3 MG Ground Storage Tank	STD	Water	Rates	633	200,000	-	-	-	-	200,000
62	3	Stripping Tower Xfer Pumps	STD	Water	Rates	634	185,000	-	-	-	-	185,000
62	4	Reverse Osmosis VFD Replacements	STD	Water	Rates	639	130,000	-	-	-	-	130,000
62	5	WTP Generator Analysis	STD	Water	Rates	641	25,000	-	-	-	-	25,000
62	6	Slaker Building Chemical Rooms	STD	Water	Rates	642	100,000	-	-	-	-	100,000
62	7	RO Train Conversion	STD	Water	Rates	643	80,000	80,000	-	-	-	160,000
62	8	Corrosion Inhibitor System	STD	Water	Rates	645	15,000	-	-	-	-	15,000
62	9	Towers Emergency Generator	STD	Water	Rates	646	130,000	-	-	-	-	130,000
62	10	Communication Tower	STD	Water	Rates	650	20,000	-	-	-	-	20,000
62	11	Repump 2 Fencing	STD	Water	Rates	657	14,000					14,000
62	12	Lime Softener #2	STD	Water	Rates		-	350,000	-	-	-	350,000
62	13	WTP Control Room Renovation	STD	Water	Rates		-	200,000	-	-	-	200,000
62	14	Lime Stripping Towers Rehab	STD	Water	Rates		-	325,000	325,000	-	-	650,000
62	15	1.5 MG Ground Storage Tank	STD	Water	Rates		-	-	150,000	-	-	150,000
62	16	Reverse Osmosis Clearwell	STD	Water	Rates		-	-	150,000	-	-	150,000
62	17	Dryer Building MCC	STD	Water	Rates		-	-	250,000	-	-	250,000
62	18	WTP Main Generator	STD	Water	Rates		-	-	-	1,250,000	1,250,000	2,500,000
62	19	RO Membranes Train A and B	STD	Water	Rates		-	-	-	250,000	250,000	500,000
62	20	Recovery Pond	STD	Water	Rates		-	-	-	250,000	-	250,000
62	21	WTP Fencing	STD	Water	Rates		-	-	-	-	200,000	200,000
		TOTAL					**1,107,000**	**1,023,000**	**943,000**	**1,818,000**	**1,768,000**	**6,659,000**
64	**Water Distribution**											
64	FA-1	F-250 Truck and Ford 1/2 Ton 4WD	FA	Water	Rates	Vehicles	88,350	-	-	-	-	88,350
64	FA-2	Utility Vac	FA	Water	Rates	639823008	15,000	-	-	-	-	15,000
64	FA-3	Pole Barn Aggregate Cover	FA	Water	Rates	639823009	6,000	-	-	-	-	6,000
64	FA-4	Future Trailer Replacement	FA	Water	Rates	Vehicles	-	57,000	-	-	-	57,000
64	FA-5	Various Vehicles FY 2023-2027	FA	Water	Rates	Vehicles	-	106,700	112,035	176,350	216,400	611,485
64	FA-6	Future Equipment Replacement	FA	Water	Rates		-	-	25,000	-	34,500	59,500
64	1	Meter/Backflow Preventers	BLKT	Water	CIA	603	200,192	202,154	208,219	214,466	220,900	1,045,931
64	2	Fire Hydrant Replacements	BLKT	Water	Rates	606	78,020	78,786	81,149	83,584	86,091	407,630
64	3	Meter Changeouts	BLKT	Water	Rates	612	-	204,000	210,120	216,424	222,727	853,271
64	4	Main/Serv/Valve Replacemnts	BLKT	Water	Rates	615	585,156	590,893	608,619	626,878	645,684	3,057,230
64	5	Advanced Metering Infrastructure	STD	Water	Series 2022A	623	1,200,400	747,815	-	-	-	1,948,215
64	5	Advanced Metering Infrastructure	STD	Water	Rates	623	-	-	-	-	-	-
		TOTAL					**2,173,118**	**1,987,348**	**1,245,142**	**1,317,702**	**1,426,302**	**8,149,612**

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	SYSTEM	FUNDING	NUMBER	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-27
66-W	**Water Engineering**											
66-W	1	Surficial Well Replacement	BLKT	Water	Rates	602	292,500	-	299,000	-	295,750	887,250
66-W	1	Surficial Well Replacement	BLKT	Water	CIC	602	157,500	159,250	161,000	162,750	164,500	805,000
66-W	2	Fire Hydrant New Installations	BLKT	Water	CIC	607	13,506	14,328	15,188	16,099	16,099	75,220
66-W	3	City Roadway Projects	BLKT	Water	Rates	608	250,000	250,000	250,000	250,000	300,000	1,300,000
66-W	4	Miscellaneous MSBU	BLKT	Water	CIA	609	280,000	280,000	280,000	280,000	280,000	1,400,000
66-W	4	Miscellaneous MSBU	BLKT	Water	CIC	609	70,000	70,000	70,000	70,000	70,000	350,000
66-W	5	New Construction-Mains	BLKT	Water	CIC	610	50,000	50,000	50,000	50,000	50,000	250,000
66-W	6	New Construction-Custmr Funded	BLKT	Water	CIA	611	50,000	50,000	50,000	50,000	50,000	250,000
66-W	7	St Lucie County Roadway Proj	BLKT	Water	Rates	613	100,000	100,000	100,000	100,000	100,000	500,000
66-W	7	St Lucie County Roadway Proj	BLKT	Water	CIC	613	125,000	-	-	-	-	125,000
66-W	8	Customer Base Expansion Projects	BLKT	Water	Series 2022A	614	1,770,000	3,366,050	-	-	-	5,136,050
66-W	9	Water Main Looping	BLKT	Water	CIC	616	110,000	110,000	110,000	110,000	110,000	550,000
66-W	10	Water Mains Misc R&R	BLKT	Water	Rates	617	400,000	400,000	600,000	600,000	750,000	2,750,000
66-W	11	Governmental & Other Required	BLKT	Water	Rates	620	110,000	110,000	110,000	110,000	110,000	550,000
66-W	12	FPL Water Main Replacement	STD	Water	Rates	676	194,300	-	200,000	-	-	394,300
66-W	12	FPL Water Main Replacement	STD	Water	CIC	676	95,700	-	200,000	-	-	295,700
66-W	13	N. US Highway 1 WM Expansion	STD	Water	CIA	677	82,500	-	-	-	-	82,500
66-W	13	N. US Highway 1 WM Expansion	STD	Water	CIC	677	250,000	-	-	-	-	250,000
66-W	14	North Causeway Bridge Replace	STD	Water	Rates	678	615,000	300,000	-	-	-	915,000
66-W	14	North Causeway Bridge Replace	STD	Water	CIA	678	57,280	-	-	-	-	57,280
66-W	14	North Causeway Bridge Replace	STD	Water	CIC	678	70,000	-	-	-	-	70,000
		TOTAL					**5,143,286**	**5,259,628**	**2,495,188**	**1,798,849**	**2,296,349**	**16,993,300**
56-G	**Electric & Gas Engineering - Gas**											
56-G	2	City Roadway Improvements	BLKT	Gas	Rates	709	20,000	-	-	-	-	20,000
56-G	1	Gas System Expansion	BLKT	Gas	Rates	714	50,000	50,000	50,000	50,000	50,000	250,000
56-G	3	Kings Hwy-Okee Rd to Angle Rd	STD	Gas	Rates	726	75,000	-	-	-	-	75,000
56-G	4	SCADA Monitoring	STD	Gas	Rates	734	10,000	-	-	-	-	10,000
56-G	5	Midway Rd - Selvitz to Jenkins	STD	Gas	Rates	747	10,000	-	-	-	-	10,000
56-G	6	Wave Garden Gas Extension	STD	Gas	Rates	752	50,000	-	-	-	-	50,000
56-G	7	Edwards Rd Oleander to US 1	STD	Gas	Rates	762	15,000	-	-	-	-	15,000
56-G	8	North Causeway Bridge Replace	STD	Gas	Rates	764	30,000	-	-	-	-	30,000
56-G	8	North Causeway Bridge Replace	STD	Gas	CIA	764	-	-	-	-	-	-
		TOTAL					**260,000**	**50,000**	**50,000**	**50,000**	**50,000**	**460,000**
74	**Gas Operations**											
74	FA-1	Laser Remote Gas Leak Detector	FA	Gas	Rates	737623001	12,000	-	-	-	-	12,000
74	FA-2	F-150 exended cab CNG	FA	Gas	Rates	Vehicles	50,000	-	-	-	70,000	120,000
74	1	Gas System Renewals	BLKT	Gas	Rates	704	18,500	18,500	19,000	19,000	19,500	94,500
74	2	Gas System New Revenue	BLKT	Gas	Rates	705	90,000	92,000	94,000	96,000	98,000	470,000

CAPITAL IMPROVEMENT PLAN SUMMARY

DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	SYSTEM	FUNDING	NUMBER	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-27
74	2	Gas System New Revenue	BLKT	Gas	CIA	705	25,000	25,000	25,000	25,000	25,000	125,000
74	3	Meter & Regulator Changeouts	BLKT	Gas	Rates	706	100,000	75,000	75,000	75,000	75,000	400,000
74	4	Excess Flow Valves (EFV's)	BLKT	Gas	CIA	707	10,000	10,000	10,000	10,000	10,000	50,000
74	5	Valve Installation/Replacements	BLKT	Gas	Rates	708	25,000	25,000	25,000	25,000	25,000	125,000
74	6	Customer Funded Projects	BLKT	Gas	CIA	710	50,000	50,000	50,000	50,000	50,000	250,000
74	7	Governmental & Other Required	BLKT	Gas	Rates	720	100,000	100,000	100,000	100,000	100,000	500,000
74	7	Governmental & Other Required	BLKT	Gas	CIA	720	25,000	25,000	25,000	25,000	25,000	125,000
74	8	Advanced Metering Infrastructure	STD	Gas	Series 2022A	723	114,565	-	-	-	-	114,565
74	9	North Fort Pierce Expansion	STD	Gas	Series 2022A	786	1,616,480	1,733,500	-	-	-	3,349,980
		TOTAL					**2,236,545**	**2,154,000**	**423,000**	**425,000**	**497,500**	**5,736,045**
61	**Director of Water/WW Systems**											
61	1	MWRF & Conveyance System Sen 1	STD	Wastewater	Series 2022A	871	18,859,325	21,000,000	18,000,000	-	-	57,859,325
61	1	MWRF & Conveyance System Sen 1	STD	Wastewater	Series 2022A	871	13,812,217	14,000,000	12,000,000	-	-	39,812,217
61	3	MWRF & Conveyance System Sen 3	STD	Wastewater	Series 2024	871	-	-	25,000,000	-	-	25,000,000
		TOTAL					**32,671,542**	**35,000,000**	**55,000,000**	**-**	**-**	**122,671,542**
66-WW	**Wastewater Engineering**											
66-WW	1	City Roadway Projects	BLKT	Wastewater	Rates	808	250,000	250,000	250,000	250,000	300,000	1,300,000
66-WW	2	New Construction-Mains	BLKT	Wastewater	CIC	810	50,000	50,000	50,000	50,000	50,000	250,000
66-WW	3	New Construction-Custmr Funded	BLKT	Wastewater	CIA	811	50,000	50,000	50,000	50,000	50,000	250,000
66-WW	4	St Lucie County Roadway Proj	BLKT	Wastewater	Rates	813	100,000	100,000	100,000	100,000	100,000	500,000
66-WW	4	St Lucie County Roadway Proj	BLKT	Wastewater	CIC	813	100,000	-	-	-	-	100,000
66-WW	5	Customer Base Expansion Projects	BLKT	Wastewater	Series 2022A	814	1,681,000	2,393,870	-	-	-	4,074,870
66-WW	5	Customer Base Expansion Projects	BLKT	Wastewater	Rates	814	-	-	-	-	-	-
66-WW	6	Wastewater Main Misc. R&R	BLKT	Wastewater	Rates	817	200,000	200,000	200,000	200,000	300,000	1,100,000
66-WW	7	Sewer Lining Projects	BLKT	Wastewater	Rates	818	125,000	125,000	125,000	125,000	125,000	625,000
66-WW	8	Developer Contributions	BLKT	Wastewater	CIA	819	-	-	100,000	-	-	100,000
66-WW	9	Governmental & Other Required	BLKT	Wastewater	Rates	820	100,000	100,000	100,000	100,000	100,000	500,000
66-WW		Edwards Rd Water/Wastewater	STD	Wastewater	Grant	831	-	-	-	-	-	-
66-WW	10	Digiorgio Road Sanitary	STD	Wastewater	Grant	840	1,642,274	-	-	-	-	1,642,274
66-WW	10	Digiorgio Road Sanitary	STD	Wastewater	CIC	840	340,000	-	-	-	-	340,000
66-WW	11	North Causeway Bridge Replace	STD	Wastewater	Rates	878	290,000	50,000	-	-	-	340,000
66-WW	11	North Causeway Bridge Replace	STD	Wastewater	CIA	878	442,720	-	-	-	-	442,720
66-WW	12	Downtown 16" FM on Ave C	STD	Wastewater	Rates	893	500,000	-	-	-	-	500,000
66-WW	13	MWRF DIW-1 Monitoring Well	STD	Wastewater	Rates	897	750,000	-	-	-	-	750,000
		TOTAL					**6,620,994**	**3,318,870**	**975,000**	**875,000**	**1,025,000**	**12,814,864**
82	**Water Reclamation**											
82	FA-1	Ford 1/2 Ton Pickup Truck Super Cab	FA	Wastewater	Rates	Vehicles	50,000	-	-	-	-	50,000
82	FA-2	1 Ton Pickup Truck Super Cab	FA	Wastewater	Rates	Vehicles	-	-	75,000	-	-	75,000
82	FA-3	4" Dry Prime Pump	FA	Wastewater	Rates		-	50,000	-	-	-	50,000
82	1	Telemetry & Controls	STD	Wastewater	Rates	803	10,000	10,000	10,000	10,000	10,000	50,000
82	2	Structural Replacements	STD	Wastewater	Rates	804	30,000	-	75,000	75,000	150,000	330,000
		TOTAL					**90,000**	**60,000**	**160,000**	**85,000**	**160,000**	**555,000**

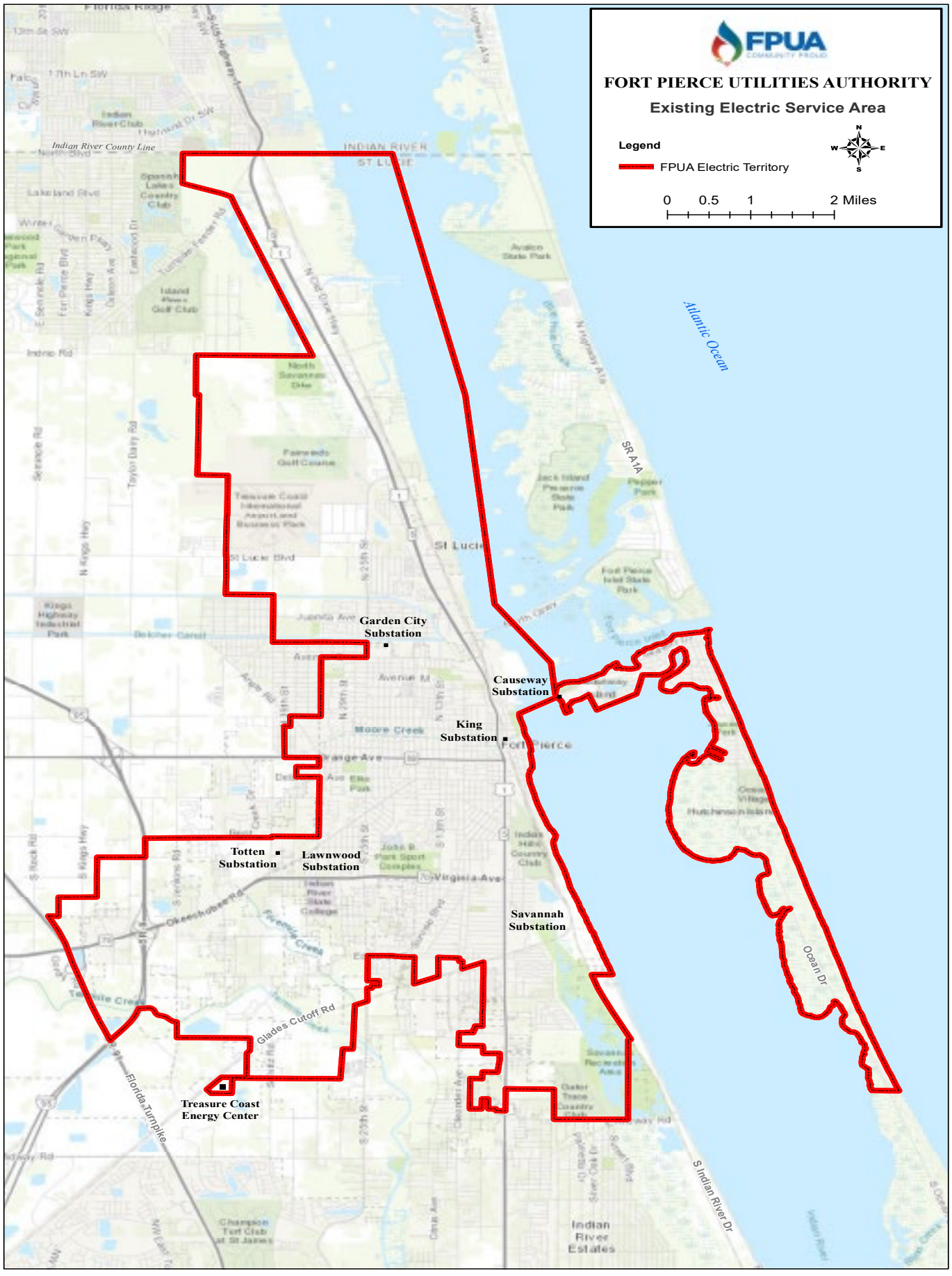
CAPITAL IMPROVEMENT PLAN SUMMARY

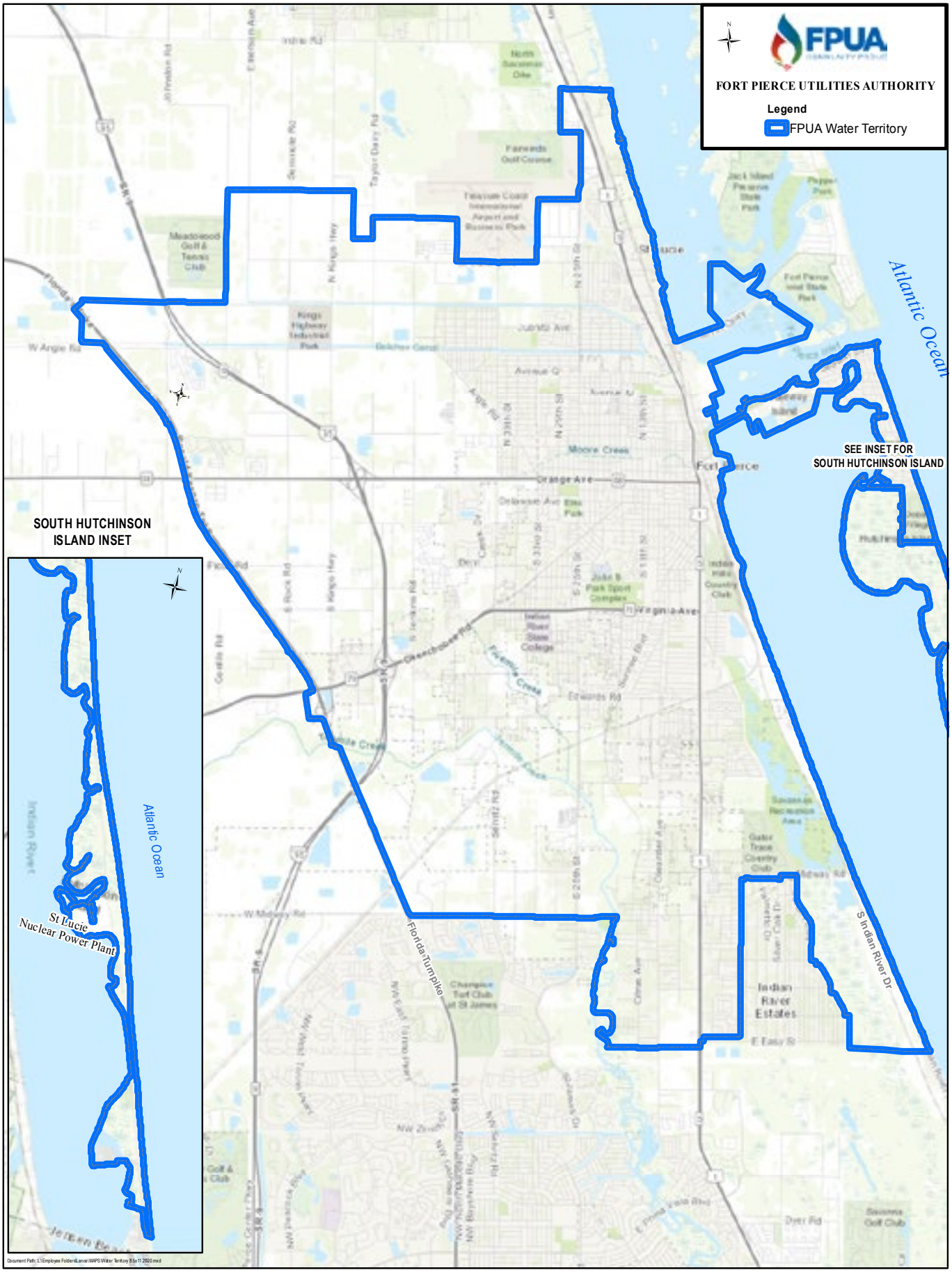
DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	SYSTEM	FUNDING	NUMBER	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-27
84	**Wastewater Collection**											
84	FA-1	Lift Station Pump Replacement	FA	Wastewater	Rates	836323004	30,000	30,000	30,000	30,000	30,000	150,000
84	FA-2	Service Truck & Equip - Boom Truck	FA	Wastewater	Rates	Vehicles	145,000	75,000	450,000	145,000	75,000	890,000
84	FA-3	Safety Equipment	FA	Wastewater	Rates	839822006	15,000	15,000	15,000	15,000	15,000	75,000
84	FA-4	Dry Prime By-pass Pump	FA	Wastewater	Rates		-	45,000	-	-	-	45,000
84	FA-5	L.S. "A" Pump Replacement	FA	Wastewater	Rates		-	-	-	100,000	-	100,000
84	1	Telemetry & Controls	BLKT	Wastewater	Rates	801	40,000	40,000	40,000	40,000	40,000	200,000
84	2	Lift Station Improvements	BLKT	Wastewater	Rates	802	30,000	30,000	30,000	30,000	30,000	150,000
84	3	Mains and Laterals R&R	BLKT	Wastewater	Rates	805	375,000	375,000	375,000	375,000	375,000	1,875,000
84	4	Lift Station Control Panels	BLKT	Wastewater	Rates	806	25,000	25,000	25,000	25,000	25,000	125,000
84	5	Low Pressure Pumping System	STD	Wastewater	CIA	807	30,515	250,000	250,000	250,000	250,000	1,030,515
84	6	Wastewater Main Lining	BLKT	Wastewater	Rates	815	125,000	125,000	250,000	250,000	500,000	1,250,000
84	7	Manhole Rehabilitation	BLKT	Wastewater	Rates	816	180,000	180,000	180,000	180,000	180,000	900,000
84		Wastewater Main Lining - Grant	STD	Wastewater	Grant	866	-	-	-	-	-	-
84	8	Wastewater Main Lining-Grant 2	STD	Wastewater	Grant	867	2,050,000	1,742,768	-	-	-	3,792,768
84		Fleetwood Acres Low Pressure Sys	STD	Wastewater	Grant	880	251,500	-	-	-	-	251,500
		TOTAL					**3,297,015**	**2,932,768**	**1,645,000**	**1,440,000**	**1,520,000**	**10,834,783**
93	**FPUAnet Communications**											
93	FA-1	Fiber Optic Splice Van	FA	FPUAnet	Rates	Vehicles	60,000	-	60,000	-	-	120,000
93	FA-2	Fusion Splicer & OTDR	FA	FPUAnet	Rates		-	20,000	-	20,000	-	40,000
93	1	FPUAnet Communication Services	BLKT	FPUAnet	Rates	914	50,000	50,000	125,000	75,000	75,000	375,000
93	1	FPUAnet Communication Services	BLKT	FPUAnet	CIA	914	50,000	50,000	50,000	50,000	50,000	250,000
93	2	Smart City Initiative	BLKT	FPUAnet	Rates	915	50,000	50,000	50,000	50,000	50,000	250,000
93	2	Smart City Initiative	BLKT	FPUAnet	CIA	915	50,000	50,000	50,000	50,000	50,000	250,000
93	3	Municipal Comm Services	BLKT	FPUAnet	Rates	917	50,000	25,000	25,000	13,000	13,000	126,000
93	3	Municipal Comm Services	BLKT	FPUAnet	CIA	917	10,000	5,000	5,000	2,000	2,000	24,000
93	4	System Reliability	BLKT	FPUAnet	Rates	918	-	-	70,000	30,000	30,000	130,000
93	4	System Reliability	BLKT	FPUAnet	Series 2022B	918	150,000	150,000	-	-	-	300,000
93	5	System Expansion	BLKT	FPUAnet	Rates	919	-	-	-	100,000	100,000	200,000
93	5	System Expansion	BLKT	FPUAnet	Series 2022B	919	549,500	500,000	-	-	-	1,049,500
93	6	FPUAnet GPON Services	BLKT	FPUAnet	Rates	920	-	-	-	100,000	100,000	200,000
93	6	FPUAnet GPON Services	BLKT	FPUAnet	CIA	920	10,000	16,000	16,000	10,000	10,000	62,000
93	6	FPUAnet GPON Services	BLKT	FPUAnet	Series 2022B	920	275,000	300,000	-	-	-	575,000
93	7	Joint Trenching Initiative	BLKT	FPUAnet	Rates	921	-	-	-	50,000	50,000	100,000
93	7	Joint Trenching Initiative	BLKT	FPUAnet	Series 2022B	921	30,000	35,000	-	-	-	65,000
93	8	FPUA Utility Comm Services	STD	FPUAnet	Rates	945	50,000	50,000	50,000	50,000	50,000	250,000
93	9	Lincoln Park	STD	FPUAnet	Rates	950	50,000	300,000	-	-	-	350,000

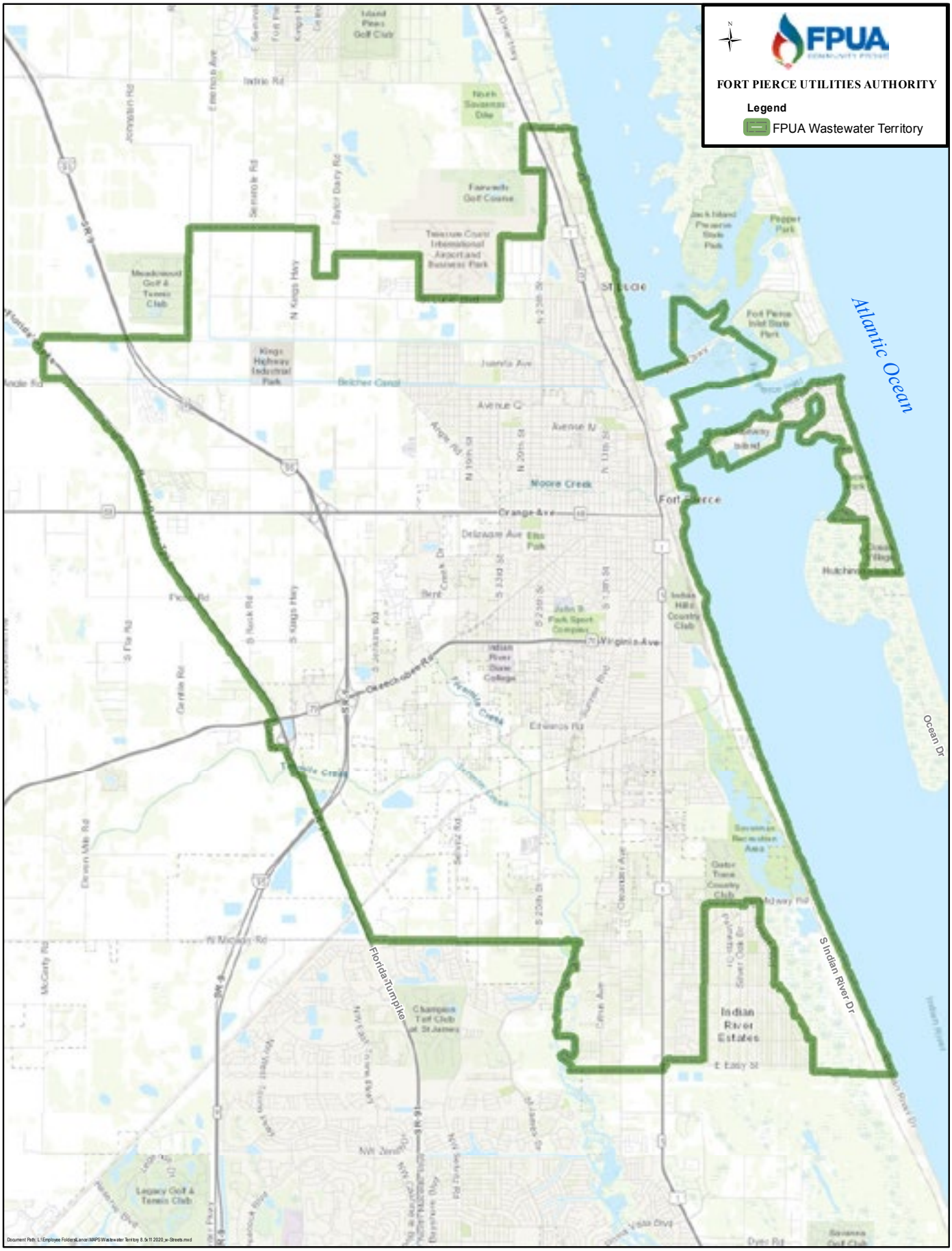
CAPITAL IMPROVEMENT PLAN SUMMARY

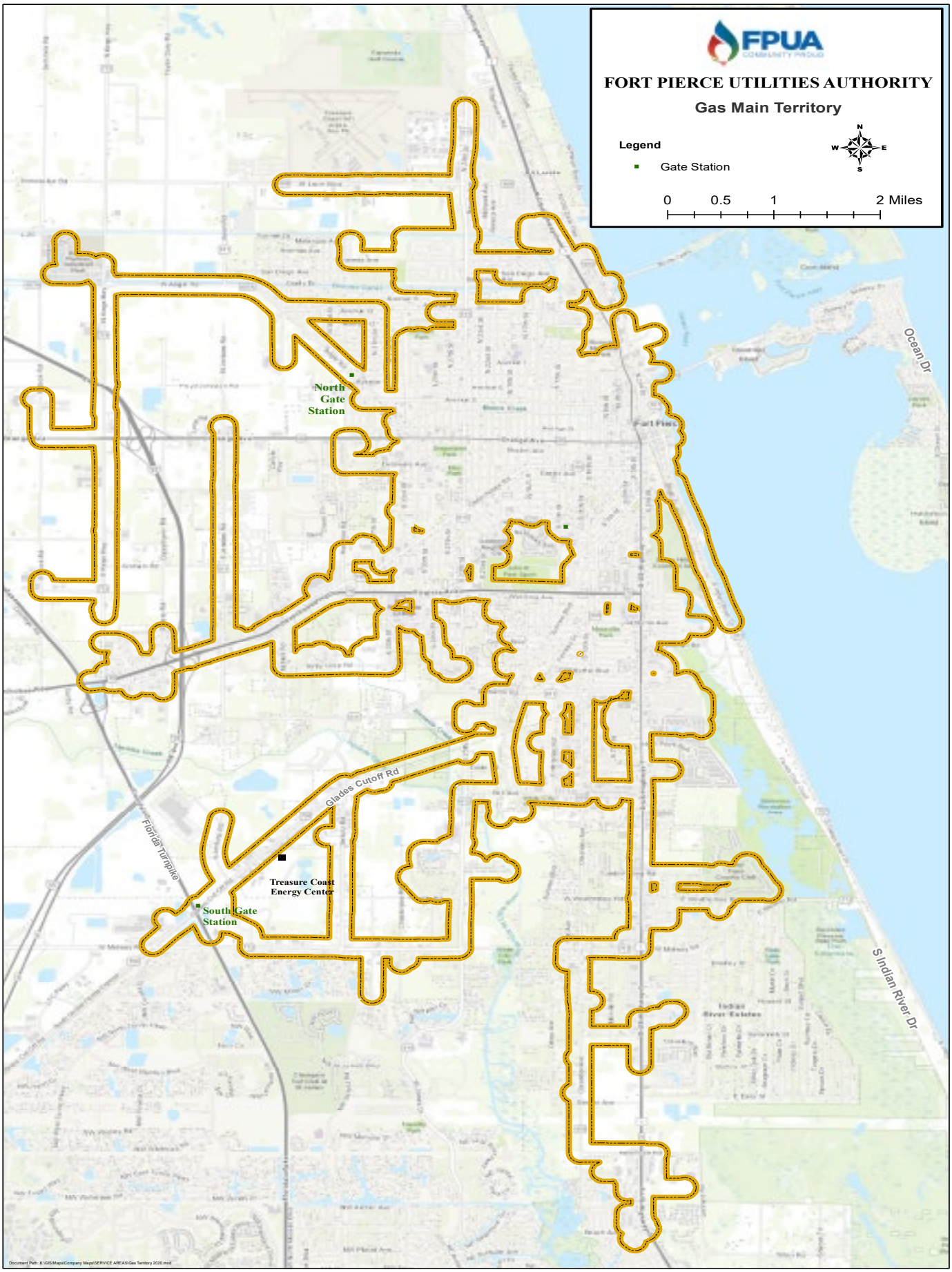
DEPT	REQ	PROJECT TITLE / ASSET NAME	TYPE	SYSTEM	FUNDING	NUMBER	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-27
93	9	Lincoln Park	STD	FPUAnet	CIA	950	600,000	-	-	-	-	600,000
93		ESC Datacenter and OLT	STD	FPUAnet	Series 2022B	965	-	-	-	-	-	-
93		Downtown Smart City Initiative	STD	FPUAnet	CIA	970	-	-	-	-	-	-
		TOTAL					**2,034,500**	**1,601,000**	**501,000**	**600,000**	**580,000**	**5,316,500**
21	**Finance**				-							
21	1	Contingencies		Administration	Contingencies		500,000	-	-	-	-	500,000
		TOTAL					**500,000**	**-**	**-**	**-**	**-**	**500,000**
GRAND TOTAL							**63,474,361**	**59,131,941**	**69,282,330**	**13,309,051**	**14,247,168**	**219,444,851**
		ADMINISTRATION					1,723,500	687,000	640,500	725,000	678,500	4,454,500
		ELECTRIC					5,616,861	5,058,327	5,204,500	4,174,500	4,245,517	24,299,705
		WATER					8,423,404	8,269,976	4,683,330	4,934,551	5,490,651	31,801,912
		GAS					2,496,545	2,204,000	473,000	475,000	547,500	6,196,045
		WASTEWATER					42,679,551	41,311,638	57,780,000	2,400,000	2,705,000	146,876,189
		FPUAnet					2,034,500	1,601,000	501,000	600,000	580,000	5,316,500
		CONTINGENCIES					500,000	-	-	-	-	500,000
		TOTAL					**63,474,361**	**59,131,941**	**69,282,330**	**13,309,051**	**14,247,168**	**219,444,851**

FPUA
COMMUNITY PROUD


FORT PIERCE UTILITIES AUTHORITY
Existing Electric Service Area
Legend
FPUA Electric Territory
0 0.5 1 2 Miles
Indian River County Line
Atlantic Ocean
Garden City Substation
Causeway Substation
King Substation
Totten Substation
Lawnwood Substation
Savannah Substation
Treasure Coast Energy Center
Fort Pierce
St Lucie
Florida Turnpike
Glades Cutoff Rd
Ocean Dr
S Indian River Dr
SR A1A


FPUA
FORT PIERCE UTILITIES AUTHORITY
Legend
FPUA Water Territory
SEE INSET FOR SOUTH HUTCHINSON ISLAND
SOUTH HUTCHINSON ISLAND INSET
Atlantic Ocean
St Lucie Nuclear Power Plant
Indian River Estates
Florida Turnpike
Okeechobee Rd
Orange Ave
Virginia Ave
Edwards Rd
Moore Creek
Fort Pierce
St Lucie
Indian River State College
Meadowood Golf & Tennis Club
Fairwinds Golf Course
Treasure Coast International Airport and Business Park
Kings Highway Industrial Park
Champions Turf Club at St James
Indian River Country Club
Gator Trace Country Club
Savannas Recreation Area
Savannas Golf Club
Jack Island Preserve State Park
Pepper Park
Fort Pierce Inlet State Park
Indian River Dr
W Midway Rd
E Midway Rd
E Easy St
Dyer Rd
Juanita Ave
Avenue Q
Avenue U
N 29th St
N 25th St
N 13th St
S 31st St
S 25th St
S 17th St
S 9th St
S Kings Hwy
N Kings Hwy
Glades Rd
Taylor Dairy Rd
Selvitz Rd
Okeechobee Rd
Edwards Rd
Midway Rd
Orange Ave
Virginia Ave
Atlantic Ocean


FORT PIERCE UTILITIES AUTHORITY
Legend
FPUA Wastewater Territory
Atlantic Ocean
Indian River Estates
Florida Turnpike
Moore Creek
Fort Pierce
St Lucie
Orange Ave
Virginia Ave
Indrio Rd
Okeechobee Rd
S Indian River Dr
Ocean Dr


FPUA
COMMUNITY PROUD
FORT PIERCE UTILITIES AUTHORITY
Gas Main Territory
Legend
Gate Station
N
W
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S
0
0.5
1
2 Miles
North Gate Station
South Gate Station
Treasure Coast Energy Center
Glades Cutoff Rd
Florida Turnpike
Ocean Dr
S Indian River Dr
Fort Pierce
Indian River Estates

REVENUE DEFINITIONS

OPERATING REVENUES

Sales Revenues

Residential Inside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for residential or domestic purposes, inside the city limits.

44010	Electric
46110	Water
47110	Wastewater
48000	Natural Gas

Residential Outside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for residential or domestic purposes, outside the city limits.

44020	Electric
46120	Water
47120	Wastewater
48020	Natural Gas

General Service Inside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for commercial or industrial purposes, inside the city limits.

44250	Electric
44251	Electric Economic Development Rate
46140	Water
47150	Wastewater
48100	Natural Gas
48150	Gas Contract Sales
48170	Gas Contract Sales Industrial

General Service Outside City – Includes the net billing for electricity, water, or natural gas supplied to or wastewater collected from customers for commercial and industrial purposes, outside the city limits.

44260	Electric
44261	Electric Economic Development Rate
46150	Water
47160	Wastewater
48120	Natural Gas

REVENUE DEFINITIONS

48190 **Miscellaneous Sales of Compressed Natural Gas (CNG)** - Includes sales for filling gas cylinders with CNG for customers.

Rental Lights – Includes net billing for FPUA owned and maintained outdoor lighting.

44300 Residential Inside City
44320 Residential Outside City
44350 General Service Inside City
44360 General Service Outside City

44400 **Streetlights, Traffic Signals, & Sirens** – Net billing for electricity supplied and services rendered for the purposes of lighting streets, highways, parks and other public places, or for traffic or other signal system service, for municipalities or other divisions or agencies of state or federal governments.

Outside City Surcharge – An additional charge for electric, water, or wastewater service provided outside the city limits of the City of Fort Pierce, collected in accordance with FPUA resolutions and Florida Statutes; applies only to areas of unincorporated St Lucie County.

44610 Residential
44650 General Service

Heat Only – Includes the net billings for natural gas supplied to customers, specifically designed for heating purposes.

48030 Residential Inside City
48040 Residential Outside City
48130 General Service Inside City

Unbilled Service Revenue – Represents an estimate of amounts consumed but not yet billed at the end of the fiscal year. This amount may be a credit or a debit, depending on whether the amount increased or decreased since the prior September 30.

44890 Residential
44900 General Service

PCA/PGA Billed – Power Cost Adjustment and/or Purchased Gas Adjustment billed to the customer.

44910 Residential
44915 General Service
44917 Gas Contracts

REVENUE DEFINITIONS

PCA/PGA Adjustment – The amount of Power Cost Adjustment and/or Purchased Gas Adjustment under or over-recovered from the customer each month.

44920 Residential
44925 General Service

45400 **Rent from Electric Property** – Rents received for the use by others of land, buildings, and other property owned by the utility. Rental charged to telecommunications companies for use of FPUA-owned utility poles.

46300 **Unmetered Fire Protection** – Monthly charge for water service to private hydrants, sprinkler systems, hose cabinets, standpipes or any other device used exclusively for fire protection.

46600 **Sales for Resale** – Bulk water sales to St. Lucie County.

47230 **Revenue from Public Authorities** – Revenue received from St. Lucie County for wastewater collection services provided in bulk.

Other Operating Revenues

45000 **Penalty Charges** – Additional charges imposed because of the failure of customers to pay their utility bill on or before a specified date.

48800 **Miscellaneous Service Revenues** – Includes revenues from all miscellaneous services and charges billed to customers which are not specifically provided for in other accounts.

Field Contact – A charge to defray the cost of disconnecting and reconnecting utility service previously discontinued or ordered discontinued for cause or because of nonpayment of amounts due.

48801 Electric
48804 Natural Gas
48807 Water
48812 Sewer with Water

48810 **Customer Care Service Plan** – Maintenance plan for natural gas appliances.

48833 **Gas Repairs & Maintenance** – A charge for gas maintenance, repair, and installation work performed by FPUA on a Customer's premises.

REVENUE DEFINITIONS

Re-activation of Service Charges – A charge for the subsequent re-establishment of utility service to the premises where such service was previously disconnected without cause.

48834 Electric
48835 Gas

48838 **Tampering Charges** – Includes any fees applied to utility service accounts where cut/missing seal(s), meter tampering, theft of service, or unauthorized use has occurred.

Connection Charges – A customer service charge for the establishment of utility service to the premises where such service did not previously exist.

48839 Electric
48840 Water
48841 Wastewater
48846 Natural Gas

48842 **Returned Check Charges** – Revenues received from customers in an effort to recover any expenses associated with banking fees for insufficient funds, closed accounts, or other fees incurred as a result of a dishonored payment instrument.

48844 **Late Payment Charges** – A charge to defray the cost of dispatching field personnel to disconnect service for nonpayment of amounts due. The Late Payment Charge shall be applied to each account when the past due amount plus the Penalty Charge is not paid before FPUA prepares the bill for the month following the delinquent bill month. This charge is in addition to the Penalty Charge.

48845 **Write-Off Fees** – A charge to defray the cost of the collection of recovered bad debts.

48848 **Net Metering Application Fee** – A processing fee for interconnection agreements for customer-owned renewable generation installations greater than 10 kW.

48868 **Certified Letter Fees** – A charge applied to those customers who have advised the Authority in writing of the necessity for Life Sustaining Medical Equipment, and whose delinquent account requires certified letter notification of the disconnection of services.

49500 **Other Operating Revenue** – Includes all other operating revenue not specifically provided for in other accounts.

49510 **Site Plan Review Fees** – A charge applied to those private developers submitting project designs and permit applications to FPUA for review and approval in connection with the establishment of new utility service or expansion of existing services.

REVENUE DEFINITIONS

49520 **Guaranteed Revenue Charges** – Includes charges on any person desiring to receive a commitment to reserve water and/or wastewater capacity for future development from FPUA.

49530 **Lien Fees** – A charge to cover the cost of processing the Capital Charge Installment Payment Agreement for new water/wastewater services and to cover the cost of recording the associated Release of Lien upon payment in full.

49560 **WTP DIW Cost Recovery** – Revenue for discharges into the Deep Injection Well at the Water Treatment Plant. This revenue is intended to offset O & M costs incurred by the water system.

49563 **Strong Waste Fees** – Fees charged for wastewater discharged to the FPUA Wastewater System, which contain substances in excess of the standard strength for wastewater. This Excess Strength Surcharge is intended to defray the additional cost of receiving, transporting, and treatment of those substances.

49565 **Industrial WW Discharge Permits** – Fees charged for Industrial Pretreatment Permits, required if wastewater flows from the facility involve industrial processes.

49570 **Lift Station Maintenance Revenue** – Includes revenue received for the operation and maintenance of privately owned lift stations.

Manatee Observation & Education Center Revenues

41700 **Admissions** – Includes all children, adult and senior fees paid by visitors to the Manatee Observation and Education Center.

41730 **FPUA Contribution** – Monthly contribution made to the Manatee Observation and Education Center in an amount equal to the Manager's compensation package, in accordance with the Memorandum of Understanding between the City of Fort Pierce, Fort Pierce Main Street, Inc. and FPUA.

41740 **Donations - Other** – All other donations received by the Manatee Observation and Education Center that are not otherwise specifically classified.

41750 **Grant Revenue** – Grant revenue received from non utility operations; specific to MOEC.

41760 **Membership Income** – Includes all revenue associated with varied levels of annual membership fees offered to the public.

41770 **Fund Raising Income** – Represents all funds received as a direct result of the Manatee Observation and Education Center's fundraising activities.

41780 **Teaching Income & Camps** – Includes summer camps, weekend events, educational classes and other camps.

REVENUE DEFINITIONS

41785 **Boat Tour Income** – Comprised of all funds collected in exchange for various boat tours of the Indian River Lagoon.

41790 **Sales Gift Shop** – Includes all sales from the Manatee Observation and Education Center gift shop; both on site and through Internet purchases.

41791 **Shipping & Handling Internet** – Funds received by the Manatee Observation and Education Center designed to offset the expense of shipping items directly to customers.

FPUAnet Communications Revenues

Internet Access – Broadband service is a fiber-based broadband data service leveraging Internet Protocol (IP) technology.

44813 Residential Inside City
44817 General Service Inside City

44840 **Dedicated Internet Access** – Highly reliable fiber-optic-based Internet access with guaranteed bandwidth.

44860 **Wireless Broadband Internet Access** – Internet access through wireless connections.

44870 **Wireless Bandwidth Connections** – Data connections between sites through wireless connections.

48866 **Dark Fiber Transmission** – Point-to-point direct fiber optic links, without electronics.

48869 **Fiber Bandwidth Connections** – Data connections between sites through fiber optic connections.

48872 **Common Carrier Telecom Services** – Communication services made available to any local school, library, health care or other institution supported under the Universal Service Administrative Company (USAC) within reach of current infrastructure.

NON – OPERATING REVENUES

41570 **Gas Piping Revenue** – Amounts charged for privately owned natural gas piping installed by FPUA.

41580 **Appliance Sales** – Natural gas appliances sold to customers and installed by FPUA for private operation and maintenance.

41670 **Gas Piping Labor and Materials** – Costs associated with the installation of privately owned natural gas piping.

41680 **Cost of Appliances Sold** – Cost of water heaters and other appliances sold to customers.

REVENUE DEFINITIONS

41720 **FMPA TCEC O&M Contract Revenue** – Reimbursement of costs associated with staffing the Treasure Coast Energy Center, received from Florida Municipal Power Agency. It is assumed that all TCEC costs will be reimbursed, and that this system operates at no net cost to FPUA.

41910 **Interest Income** – Interest earned on interest-bearing assets.

41950 **Net Change in Future Value of Investments** – The amount of the difference between the book value of an investment and its net realizable value.

42100 **Miscellaneous Non-Operating Income** – All non-operating revenues not specifically provided for in other accounts.

42110 **Gain on Property Disposition** – Gain on the sale, conveyance, exchange, or transfer of utility or other property to another.

42120 **Loss on Property Disposition** – Loss on the sale, conveyance, exchange or transfer of utility or other property to another.

42148 **Revenue for City Billing** – Monthly charge for sanitation billing services provided to the City of Fort Pierce.

49540 **Collection Allowance SLV** – Monthly charge for sanitation billing services provided to St. Lucie Village.

42200 **Grant Revenue** – Funds received from external agencies with specific restrictions and limitations on use and disbursement.

43400 **Extraordinary Income** – Gains of unusual nature and infrequent occurrence.

CAPITAL CONTRIBUTIONS

43701 **Contributed Capital Cash** – Capital received from developers or other agencies in the form of cash for the purpose of expanding or improving the utility operations.

43702 **Capital Improvement Charges** – Revenue designed to recover the capital costs associated with providing utility service(s) to new development(s).

43708 **Capital Improvement Charges MWRF** – Capital received from developers or other agencies in the form of cash designated specifically for projects that supports the relocation of the IWRF.

43750 **Contributed Capital Non-Cash** – Capital received from developers or other agencies in a form other than cash for the purpose of expanding or improving the utility operations.

OBJECT CODE DEFINITIONS

PERSONNEL SERVICES

1010 **Salaries & Wages** – Charges to this code are entered through the payroll system. Sick and vacation leave conversion, and standby pay are also charged to this code.

1020 **Overtime** – Charges to this code are entered through the payroll system.

CONTRACTUAL SERVICES

2110 **Advertising** – Costs of all types of advertising (e.g., classified, legal, informational and instructional, or promotional advertising). Media includes newspapers, periodicals, the yellow pages, direct mail, radio, etc. Purposes include employment openings, public hearings, internet services, natural gas services, etc.

2122 **Rentals** – Cost of all rentals (e.g., uniforms, tools, barricades, right-of-ways, alarm systems, building space, or scaffolding).

2131 **Maintenance of Structures** – Cost of repairs and improvements to, or maintenance of structures performed by outside vendors not under contract, (e.g., roof repairs, air conditioning repairs (not window units), door lock repairs, plumbing repairs, or painting). Improvements, maintenance or repairs performed by internal staff which become a permanent part of the structure are also coded here. Structures may not necessarily be FPUA owned.

2132 **Maintenance of Vehicles** – Cost of parts, supplies and/or repairs and maintenance of vehicles and forklifts performed by outside vendors, including maintenance under contract.

2133 **Maintenance of Equipment** – Cost of repairs and maintenance of equipment by outside vendors not under contract (e.g., pumps, motors, window unit air conditioners, or computer equipment). Also includes cost of fuel polishing and fuel treatment, if not under contract. Costs associated with the repair or maintenance are also charged to this code (e.g., postage, freight, or gasoline if an employee drives a significant distance to drop off or pick up the repaired equipment).

2139 **Maintenance/Service Contracts** – Services performed under an approved contract (e.g., repairs and maintenance of copiers, air conditioners, elevators, or fire extinguishers; tree trimming, welding, lawn maintenance, pest control, deep injection well mechanical integrity testing, or computer hardware and software maintenance), including services provided by the City of Fort Pierce, not provided for elsewhere. Vehicle repairs and maintenance performed under a contract should be coded to object code 2132, Maintenance of Vehicles.

OBJECT CODE DEFINITIONS

2140 **Postage** – Cost of mailing letters, bills, lab samples, and packages via U.S. Mail, Federal Express, UPS, etc. Postage or freight charges to mail parts or equipment for repairs are charged to object code 2133, Maintenance of Equipment.

2151 **Printing** – Any forms, cards, or booklets printed by outside printers. This includes, but is not limited to bills, bill inserts, door hangers, business cards and preprinted envelopes.

2161 **Professional Fees - Audit** – Fees paid to FPUA's independent CPAs for the annual audit.

2164 **Professional Fees - Consulting/Engineering** – Fees paid to consultants and engineers for services which will not result in a capital project (e.g., insurance consultant, rate consultant, or financial advisor).

2165 **Temporary Labor** – Labor services provided by temporary staffing agencies. Training provided by temporary personnel should be coded to object code 2170, Training.

2166 **Professional Fees - Other** – Fees paid, not under contract, to attorneys, architects, or others for microfilming and imaging, density tests, leak surveys/tests, Sunshine State One-Call, or information technology related services.

2170 **Training** – Costs incurred for seminars, schools, conferences, textbooks and materials which involve training; including all related travel expenses (e.g., accommodations, meals, gas, mileage, or airfare). Includes training provided by temporary personnel or other agencies. Memberships for the sole purpose of obtaining training or registration fees at discounted rates. Reimbursements to employees for approved educational expenses.

2171 **Travel** – Costs incurred for travel to meetings, conferences and trade shows that are not primarily instructional in nature, moving expenses, and interview travel. Includes gasoline purchased for out-of-town travel.

2172 **Car Allowance** – Monthly costs for car allowance; charges to this code are entered through the payroll system.

2190 **Communications** – Cost of telephone and fax service, Internet service providers, cable and satellite television service, and automatic vehicle locators.

2200 **Utilities** – Cost of electric, water, natural gas, wastewater, and garbage services paid to FPUA and other vendors.

2230 **Employee Relations** – Costs incurred for the benefit of employees, such as for the Christmas holiday luncheon, employee/volunteer appreciation events, retirement celebrations and gifts, Thanksgiving holiday awards, funeral flowers, and non-uniform FPUA-provided shirts, as approved by the Director of Utilities.

2240 **Business Relations** – Meals or other expenses related to the conduct of day-to-day business (e.g., lunches with executives discussing FPUA business, tickets for Chamber of Commerce, United Way, or Economic Development Council events or meetings).

OBJECT CODE DEFINITIONS

2250 **Community Relations** – Costs related to general public relations (e.g., educational videos, costs of informational field trips through FPUA facilities including refreshments, or hosting community related meetings).

2260 **Memberships - Professional** – Memberships in professional organizations (e.g., FMEA, AGA, AWWA, Midwest Energy Association, Florida Engineering Society, or National Safety Council), as well as costs associated with being commissioned as a notary.

2262 **Memberships - Civic** – Memberships in civic organizations (e.g., Economic Development Council, Chamber of Commerce, Kiwanis, Rotary, or Main Street Fort Pierce).

2290 **Billing - Housing Authority** – Rebate paid to the Fort Pierce Housing Authority (FPHA) for making utility payments to FPUA in one monthly check rather than FPUA having to collect payments from each individual FPHA tenant.

COMMODITIES

3311 **Office Supplies** – Items that cost less than $5,000, purchased for use in the office (e.g., pens, stationery, envelopes, staples, tape, pencils, chairs, file cabinets, toner cartridges, or paper).

3313 **Subscriptions** – Magazines, newspapers, periodicals, reference materials, or periodical/routine software updates. Subscriptions can be from online or printed sources.

3316 **Operating Supplies** – Items purchased or issued from inventory/stock for use in FPUA operations or maintenance of facilities (e.g., the purchase of software licenses, weed killer, safety equipment, radios, radio accessories, vests, signs, compression tools parts, flashlights, hats and other items with the FPUA logo, replacement parts for hand tools.) Meal allowances and restocking fees for purchase returns are charged to this code. Assets that do not meet the capitalization criteria are also coded here.

3320 **Chemicals** – Chemicals purchased for operations at the Water Treatment Plant, lift stations, and the Water Reclamation Facility.

3331 **Vehicle Supplies** – Costs of supplies, equipment, gasoline, oil, etc. for vehicles on FPUA business, as well as fuels used for emergency generators. This includes supplies needed for vehicle repairs and maintenance performed by in-house employees. Work performed by outside vendors is charged to object code 2132, Maintenance of Vehicles.

3340 **Small Tools** – Small tools purchased that cost less than $5,000, (e.g., hammers, screwdrivers, shovels, wrenches, saws, drills, sanders, or bolt cutters). Power tools are also included here. Tools that cost more than $5,000 should be charged to capital codes. Replacement parts are charged to object code 3316, Operating Supplies.

OBJECT CODE DEFINITIONS

3360 **Purchases for Resale** – Electricity, natural gas, water, and internet services purchased for resale to FPUA customers.

FIXED AND SUNDRY

4010 **Cost of Goods Sold** – Cost of merchandise sold at the Manatee Observation & Education Center.

4015 **Sales Discounts** – Discounts offered at the Manatee Observation & Education Center.

4020 **Cash (Over) Short** – Cash overages and shortages.

4050 **Retirement** – The employer's portion of the contribution made to the City of Fort Pierce Retirement & Benefit System on behalf of FPUA employees.

4060 **FICA** – The employer's portion of Social Security and Medicare paid to the US Treasury Department on behalf of FPUA employees.

4070 **Employees' Insurance** – The employer's cost of the amount paid for employees' health, life, AD & D, vision and dental insurance. Also includes vaccines for employees.

4080 **Employee Suggestions & Awards** – Compensation paid to employees for suggestions to improve FPUA operations, service awards, and safety awards.

4090 **Vacation Pay Expense** – The increase or decrease in the dollar value of vested vacation time accrued by employees. This adjustment is computed annually, at the end of each fiscal year.

4100 **Sick Pay Expense** – The increase or decrease in the dollar value of vested sick leave benefits accrued by employees. This adjustment is computed annually, at the end of each fiscal year.

4110 **Net OPEB Expense** – The actuarially determined normal cost of post employment healthcare benefits, plus the portion of the unfunded actuarial accrued liability amortized in the current period.

4509 **Other Taxes** – Non-ad valorem assessments on real property paid to St. Lucie County.

4510 **Gross Receipts Tax** – A tax on electric and natural gas gross receipts, less allowable exemptions, paid to the State of Florida.

4520 **Licenses & Permits** – Licenses necessary to operate FPUA facilities (e.g., water/wastewater permits, FPSC regulatory assessment fees, P.E. licenses, industrial certifications, operator certifications, maintenance of traffic certifications, or building permits for customer installations).

4531 **Contributions - Civic** – The contribution made toward the Manatee Observation and Education Center's operations, as well as to other civic organizations.

OBJECT CODE DEFINITIONS

4600 **Workers' Compensation** – Premiums, deductibles and expenses paid under Workers' Compensation laws.

4610 **Property & Liability Insurance & Claims** – This code is used for premiums paid to insurance companies for property and liability policies, and the surety bond for the Director of Financial Services. Losses not covered by insurance, as well as expenses incurred in the settlement of claims, are charged to this code. Reimbursements from insurance companies or others for losses and expenses charged hereto shall be credited to this account.

4640 **Unemployment Claims** – Paid to the State of Florida for direct unemployment claims made by employees who have left FPUA employment.

4666 **Inventory Adjustments** – Adjustments to the inventory system for shortages and overages of inventory, based on actual counts. Write-down or write-off of obsolete inventory items are also charged to this code.

4700 **Utility Bad Debt Expense** – Write-offs of utility accounts receivable that are over 90 days past due. Payments on these accounts are credited to this code.

INTEREST EXPENSES

5710 **Storm Expenses** – Costs associated with preparation immediately before and restoration after hurricanes or other natural disasters.

5721 **Interest - Bonds** – Interest expense paid on bonds issued by FPUA.

5723 **Interest - Deposits** – Interest expense paid on customer utility security deposits.

5729 **Interest - Other** – Interest paid on refunds or late fees.

5730 **Bank Charges** – Charges by various banks for paying principal and interest on bonds issued by FPUA and bank service charges for maintenance of checking accounts, credit card and electronic check charges.

5731 **Amortization of Bond Discounts** – Allocation of bond discount and deferred charges over the lives of bonds issued by FPUA.

MISCELLANEOUS EXPENSES

9000 **Distribution to City of Fort Pierce** – Each year, FPUA pays to the City of Fort Pierce an amount equal to 6% of gross revenues, as defined by Article XII, Sec. 178(d) of the City Charter, derived from the operation of the utilities for the preceding fiscal year, unless the City Commission, by majority vote, agrees to accept a lesser percentage.

OBJECT CODE DEFINITIONS

9005 **Duplicate Charges** – Electric bills for the Electric System are credited to this code and are not considered revenues.

9010 **Contingency** – Funds set aside for emergencies, which are only used when approved by the FPUA Board.

9030 **Depreciation** – Allocation of the cost of capital assets over their estimated useful lives.

9050 **Extraordinary Expense** – Expenses that are deemed to be unusual in nature and whose occurrence is deemed to be infrequent.

GLOSSARY, ABBREVIATIONS & ACRONYMS

AADF – Annual Average Daily Flow

ACFR –Annual Comprehensive Financial Report

Accrual – The method of accounting that recognizes income when earned and expenses when incurred regardless of when cash is received or disbursed.

Accretion – The incremental increase in the value of FPUA's Capital Appreciation Bonds charged to interest expense over the life of the bonds.

AGA – American Gas Association

AMI – Advanced Metering Infrastructure

Amperes – is the base unit of electric current

Amortization - The incremental decrease in the value of FPUA's Capital Appreciation Bonds charged to interest expense over the life of the bonds.

APPA – American Public Power Association

Appropriation – Money that has been set aside for a specific use.

ARC/FM – A suite of custom programs, specifically designed for utilities, and built on top of ESRI's ArcGIS platform. It offers specialized tools geared toward this industry, and incorporates a logical network for improved utility tracing.,

ArcGIS – A family of geographic software used to view, edit, create, and analyze geospatial data.

ARP – FMPA's All Requirements Power Supply Project.

Asset – Property that has value.

Audit – A complete and careful examination of FPUA's books to insure compliance with all accounting and governmental accounting policies.

AVL – Automatic Vehicle Locators

AWWA – American Water Works Association

Balanced Budget – A budget in which projected expenses for a set period are matched by projected revenues for the same period.

BLKT – Blanket Capital Project

Bonded Debt – Debt evidenced by bonds and collateralized by pledge of and first lien on the net revenues of the combined systems carrying varying interest rates and due dates.

BRC – Budget Review Committee

Btu – British thermal unit is the heat required to raise the temperature of one pound of water by one degree Fahrenheit.

GLOSSARY, ABBREVIATIONS & ACRONYMS

Budget – A financial plan, generally for one fiscal year, presenting proposed expenses and an estimate of the necessary sources of funds; the Budget Document, as prepared and presented to the governing body.

Budgetary Control – The control of revenue and expense, and of changes in assets and liabilities, through the use of planning and forecasting methods.

CABs – Capital Appreciation Bonds

CAIDI – Customer Average Interruption Duration Index measures the average repair time experienced by the average customer during an interruption.

CAPEX – Capital Expenditures

Capital Asset – Property having a useful life in excess of three years, with a unit cost of $5,000 or more which includes additions, replacements or improvements to land, buildings, structures, equipment, and facilities.

Capital Budget – The portion of the budget devoted to proposed additions to capital assets.

CBS – Core Business System

CCF – One hundred cubic feet of natural gas

CIA – Contribution-in-Aid is cash or property contributed to the utility for specific capital projects funded in whole or in part by outside agencies.

CIC – Capital Improvement Charge is capital derived from developers and customers for improvements to their property. This source of funding is spent on capital which provides for growth and expansion.

CIP – Capital Improvement Plan is a planning tool which identifies anticipated future capital needs for the upcoming five-year period.

Component Unit – A government component unit is a legally separate organization for which the elected officials of the agency are financially accountable.

Contingency – Budgetary reserve set aside which is not earmarked for a specific purpose and may be used for emergencies or unforeseen costs during a budget year.

Capital Contributions – Cash or non-cash contributions of, or toward the purchase or construction of, capital assets. Capital Improvement Charges and Contribution-in-Aid are specific types of cash Capital Contributions.

CGFO – Certified Government Finance Officer

CLEC – Competitive Local Exchange Carrier

DART Rate (Days Away/Restricted or Job Transfer Rate) –The rate represents the number of recordable incidents per 100 full-time employees that resulted in lost or restricted days or job transfer for a calendar year.

GLOSSARY, ABBREVIATIONS & ACRONYMS

Debt Service – The principal repayment and interest expense associated with the retirement of outstanding debt.

Demand – The amount of electricity a customer or class requires from the system at a certain point in time.

Depreciation – The periodic allocation of the cost of a capital asset over its useful life. Depreciation is a non-cash expense.

DIW – Deep Injection Well

DEP – Department of Environmental Protection

DROP – Deferred Retirement Option Program. Program that allows an employee who is eligible to retire and receive benefits under the defined benefit plan elects to continue working for a defined period. No additional service credit is earned toward the defined benefit pension formula. The retirement benefits are made to a tax sheltered account and invested during the DROP period.

EAF – Equivalent Availability Factor is a measure that indicates the percentage of time an electric power generating unit was available for service during a period.

Effluent – The outflow of water from wastewater treatment plant that is basically the end product of the treatment process.

Enterprise Fund – A fund established to account for operations 1) that are financed and operated in a manner similar to business enterprises, where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges or 2) where the governing body has decided the periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, and accountability for other purposes.

EPA – Environmental Protection Agency is an agency of the US federal government; created to protect human health and the environment.

ESC – Energy Services Center is an operations facility located at 1701 S. 37th Street, Fort Pierce which also serves as the FPUA Emergency Command Center during a storm or other emergency.

ESRI – Environmental Systems Research Institute

Expense – A use of financial resources to acquire goods or services consumed in a single year's current operations.

Extraordinary Items – Items distinguished by their unusual nature and by the infrequency of their occurrence.

FA – Fixed Asset

FAA – Federal Aviation Administration

FAC – Florida Administrative Code

GLOSSARY, ABBREVIATIONS & ACRONYMS

FDIC – Federal Deposit Insurance Corporation

FDEP – Florida Department of Environmental Protection

FDOT – Florida Department of Transportation

FEMA – Federal Emergency Management Agency

FERC – Federal Energy Regulatory Commission is an independent federal agency within the Department of Energy with regulatory authority over wholesale electric and natural gas and which prescribes a type of accounting for electric and gas utilities.

FGFOA – Florida Government Finance Officers Association

FGU – Florida Gas Utility

Florida Lineman Competition – Competition where public power lineworkers come together from all over the region to demonstrate their skill and knowledge in the craft of line work. At the Competition, journeyman and apprentices can compete for professional recognition, attend training courses and practice essential skills in a safe environment.

Floridan Aquifer – A source of water supply used for drinking water located approximately 1,000 feet underground.

Floridan Wells – Deep wells drilled for the specific purpose of accessing the Floridan Aquifer.

FM – Force Main

FMEA – Florida Municipal Electric Agency

FMPA – Florida Municipal Power Agency

FPL – Florida Power & Light Company

FPRA – Fort Pierce Redevelopment Agency

FPSC – Florida Public Service Commission

FPUA – Fort Pierce Utilities Authority

FRCC – Florida Reliability Coordinating Council, Inc.

Frequency (Injury/Illness Incidence Rate) – The rate represents the total number of injuries and illnesses per 100 full-time employees for a calendar year.

FTE – Full Time Equivalent

Fund – In governmental accounting, a sum of money, and often other assets constituting a separate accounting entity, created and maintained for a particular purpose and having transactions subject to legal or administrative restrictions. The double-entry accounts are self-balancing, from which a balance sheet and operating statement may be prepared. A separate budget is provided for each fund.

Funds – Cash, securities, or other liquid assets available to be expended for other uses such as operating expenses, debt retirement, capital outlays, etc.

GLOSSARY, ABBREVIATIONS & ACRONYMS

FY – Fiscal Year is the budget year which runs from October 1 through September 30.

GAAP – Generally Accepted Accounting Principles which include the standards, conventions, and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements.

GASB – Governmental Accounting Standards Board

Gbps – Gigabit per second; each gigabit is equal to 1000 megabits or 1,000,000,000 bits.

General Service – Revenue derived from a nonresidential customer.

GFOA – Government Finance Officers Association

GIS – Geographical Information System

GPON – Gigabit Passive Optical Network is a point-to-multipoint fiber-lean architecture network system which uses passive splitters to deliver signals to multiple users.

GPS – Global Positioning System

GRC – Guaranteed Revenue Charge is a fee imposed on developers in return for system expansion, where the demand for capacity is reserved for their future site expansions.

GSF – The Gross Square Footage indicator is expressed as a ratio of annual facilities maintenance operating expenses to the gross square feet of the facilities.

GUE – The Gross Utility Expense Index is expressed as a ratio of annual facilities maintenance operating expenses to the gross utility expenses.

IP – Internet Protocol

IPP – Industrial Pre-treatment Program is a regulatory program established by the Clean Water Act requiring the pretreatment of wastewater from industries to prevent the introduction of pollutants that will pass through the treatment works or cause interference with the operation of FPUA's Water Reclamation Facility.

IPTV – Internet Protocol television

ITB – Invitation to Bid An invitation to contractors or equipment suppliers, through a bidding process, to submit a proposal on a specific project to be realized or product or service to be furnished.

IVR – Interactive Voice Response

IW – Deep Injection Well is a device that places fluid (water) deep underground into porous rock formations or below the shallow soil layer.

IWRF – Island Water Reclamation Facility

kV – Kilovolt is equal to 1,000 volts.

GLOSSARY, ABBREVIATIONS & ACRONYMS

kVA – Kilovolt Amperes is a basic measure of electrical power. It is equal to 1,000 volt-Amperes which is defined as the apparent power carried by FPUA's electric utility plant to deliver the real power (measure in kilowatts – kW) needed by its customers. In alternating current (AC) circuits, the voltage and current are typically out of phase with each other causing the apparent power to be greater than the real power. This phase difference is commonly known as power factor (pf). kW is equal to kVA multiplied by the power factor [kW=kVA x pf].

kW – Kilowatt is a measure of electric power equal to 1,000 watts.

kWh – Kilowatt Hour is a measure of electric power consumption equal to that expended by one kilowatt of energy flowing for one hour.

L-BAR – L-Bar measures the average length of a single outage or service interruption.

Liability – Debt or other legal obligation arising out of a transaction in the past, which must be paid, renewed, or refunded at some future date.

LS – Lift Station

MAIFI – Momentary Average Interruption Frequency Index event is the average number of momentary interruptions that a customer would experience during a given period (typically a year).

MBPS – Megabits per second; each megabit is equal to 1 million bits.

MCC – Motor Control Center

MG – Million gallons

MGD – Million gallons per day

MVA – Mega Volt-Amp rating of the transformer is equal to the product of primary current in amps and Primary voltage in volts divided by 1,000,000

MW – Megawatt is a measure of electric power equal to 1,000,000 watts or 1,000 kilowatts.

MWh – Megawatt hour is a measure of electric power consumption equal to one megawatt of energy flowing for one hour.

Miscellaneous Service Revenue – An amount designed to recover some of the fixed costs of providing service, whether or not any energy or gas is consumed, or water used, such as disconnect, reconnect, or temporary service fees.

MMBtu – Unit of heat equivalent to 1,000,000 Btu

MOEC – Manatee Observation and Education Center

GLOSSARY, ABBREVIATIONS & ACRONYMS

MSBU – Municipal Service Benefit Unit is a legal financing method wherein the County establishes a special district, by majority consensus of the property owners, to fund a desired improvement which will benefit those property owners. Municipal Services Benefit Unit is a financing method wherein St. Lucie County establishes a special district to allow a group of citizens to fund a desired improvement, such as providing City water, by majority consensus (51% approval) of the property owners contained in the assessment area. This process allows the property owner to finance the amount of the assessment over a period of time, generally 10 to 15 years, depending on the project cost and type of improvements. The assessment appears annually on the property tax bill as a non-ad valorem tax.

MWRF – Mainland Water Reclamation Facility

Net Metering – Net metering is a service that permits customers to offset part or all of their electric needs with their own renewable generating systems. Net metering promotes the development of renewable energy by allowing customers to use their own generation on-site, and to sell any excess generation to their electric utility.

NERC – North American Electric Reliability Corporation

NESC – National Electric Safety Code

NG – Natural Gas

NOC – One or more locations from which network monitoring and control, or network management, is exercised over a computer, telecommunication or satellite network.

NPDES – National Pollutant Discharge Elimination System

Object Code – An account to which an expense is recorded in order to accumulate and categorize those expenses.

OLT – The Optical Line Terminal is an aggregation device located typically at a Data Center that allows technologies such as GPON and P2P broadband services to be deployed.

O&M Budget – Operations and Maintenance Budget is the budget covering annual revenue and expense.

OMS – Outage Management System; a computer system used by operators of electric distribution systems to assist in restoration of power.

OPEB – Other Post-Employment Benefits are benefits other than pension benefits which are provided for separately for employees no longer employed.

OSHA – Occupational Safety and Health Administration

OSP – Open Settlement Protocol, a client-server protocol that manages access control, accounting, usage data and inter-domain routing to make it easier for Internet service providers to support IP telephony

OT – Operational Technology

GLOSSARY, ABBREVIATIONS & ACRONYMS

PCA – Power Cost Adjustment is a portion of the total monthly electric usage charge; adjusts the bill so the bill includes the estimated purchased power costs for the period plus any true-up ± from previous periods.

P.E. – Professional Engineer

Personnel Services – Costs related to compensating employees including salaries and wages, and overtime.

PGA – Purchased Gas Adjustment is a portion of the total monthly gas usage charge; adjusts the bill so the bill includes the estimated purchased gas costs for the period plus any true-up ± from the previous periods.

PGP – Public Gas Partners, Inc. is a Georgia not-for-profit corporation whose mission is to acquire reliable and economical long-term gas supplies for participating agencies and large public natural gas or power systems. PGP was formed to secure gas supplies through reserve acquisitions and/or secure prepayments and also may acquire storage assets and other strategic assets.

PHF – Peak-Hour Flow refers to the highest wastewater flow level recorded in a given hour.

PSC – Florida Public Service Commission

POA – Purchase Order Authorization

Resolution – A formal decision adopted by the board, after voting, to proceed with an action or course of action, method or procedure.

Restricted Assets – Generally cash and other liquid assets restricted as to use by legal constraints such as bond covenants.

Revenue – Proceeds from the sale of commodities and services, interest earnings, and rents.

Revenue Bonds – Securities for which debt service payments are generated from a specific revenue source.

RFP – Request for Proposal A document that an organization posts to elicit a response – a formal bid – from potential vendors for a desired IT solution

RFQ – Request for Quote A business process in which a business solicits quotes from select suppliers and contractors for a specific task or project.

R&R – Renewal & Replacement

RO – Reverse osmosis

SAIDI – System Average Interruption Duration Index which measures the average duration of the interruptions for the average customer.

SAIFI – System Average Interruption Frequency Index which measures the average frequency of interruptions for the average customer.

GLOSSARY, ABBREVIATIONS & ACRONYMS

SCADA – Supervisory Control and Data Acquisition System, a computer system used to control and monitor lift stations; electric, gas, and water transmission and distribution; water wells; and wastewater collection.

Severity (Lost Workday Incidence Rate) –The rate represents the number of lost days experienced as compared to the number of incidents experienced per 100 full-time employees in a calendar year.

SFWMD – South Florida Water Management District

SHRM-CP – Society for Human Resource Management Certified Professional

Smart City – An urban area that uses different types of electronic methods and sensors to collect data. Insights gained from that data are used to manage assets, resources and services efficiently: in return, that data is used to improve the operations across the city.

STD – Standard Capital Project

Specific Authorization – A contract for professional services as defined by the Consultants' Competitive Negotiation Act.

Strategic Management – A type of management to determine mission, vision, values, goals, objectives, roles and responsibilities, timelines, etc.

Surficial Aquifer – A source of water supply used for drinking water located approximately 100 feet underground.

Surficial Wells – Wells drilled to approximately 100 feet deep to access the Surficial Aquifer.

T&D – Transmission and Distribution

TCEC – Treasure Coast Energy Center

TCMF – Treasure Coast Manatee Foundation

UG – Underground

UPS – Uninterruptible Power Supply

VAC-CON – Vacuum truck used for sewer cleaning.

VAR – Voice Activated Response

Vehicle Accident Rate – Number of accidents/total number of vehicles (includes not at fault)

Virtual Stack – Technology that provides centralized management for up to 10,000 switch ports. Unlike traditional physical stack, virtually stacked switches do not require a physical connection.

VoIP – Voice-over Internet Protocol

VPN – Virtual Private Network

XGS-PON – The next generation of a Passive Optic Network. It can provide systematical speeds of up to 10Gps. This is almost 5 times the speed of GPON.

FPUA
COMMUNITY PROUD

PERFORMANCE INDICATORS - LAST TEN YEARS

	ORIGINAL BUDGET FY 2023	AMENDED BUDGET FY 2022	ACTUAL FY 2021
SAFETY			
Frequency Rate (calendar year)	2.87	2.87	0.40
DART\Severity Rate (calendar year)*	43	43	3
Workers' Compensation Experience Modification Factor	0.74	1.11	1.11
FINANCIAL			
Debt Service Ratio (12 months ended)	2.31	2.22	3.54
Operating Ratio	1.18	1.22	0.88
Average Residential Billing:			
Electric (1000 kWh)	$149.48	$147.70	$104.84
Water (6,000 gallons)	$46.32	$42.08	$37.82
Natural Gas (13 ccf)	$39.64	$38.99	$33.31
Wastewater (6,000 gallons)	$61.88	$56.25	$50.54
HUMAN RESOURCES			
Overtime Ratio	0.060	0.061	0.067
Sick Leave Ratio	0.042	0.045	0.039
Overtime vs. Annual Overtime Budget	100.00%	112.52%	122.33%
Training Hours vs. Regular Hours Worked	2.78%	3.01%	2.73%
Training Dollars vs. Budgeted Salary Dollars	2.06%	2.90%	2.40%
Annual Turnover Rate	9.00%	14.41%	12.66%
CUSTOMER SERVICE			
Number of connections	9,900	9,292	9,365
Number of disconnections	11,400	11,332	11,671
Number of accounts to collection agency	600	278	1,139
Amount of accounts written off			
Electric	$211,845	$211,845	$256,722
Water	$37,986	$37,986	$46,031
Natural Gas	$2,764	$2,764	$3,354
Wastewater	$34,095	$34,095	$41,317
Customer Charges	$13,038	$13,038	$66,201
Communications	$272	$272	$331
Number of service orders			
Started	44,000	44,000	54,697
Completed	46,000	46,000	48,293

* Calculations FY 2015 - current are based on DART rate; Previous years are based on Severity rate

PERFORMANCE INDICATORS - LAST TEN YEARS

ACTUAL FY 2020	Actual FY 2019	ACTUAL FY 2018	ACTUAL FY 2017	ACTUAL FY 2016	ACTUAL FY 2015	ACTUAL FY 2014
2.04	3.10	2.93	5.30	4.11	5.30	4.10
18	0	214	171	89	79	80
1.21	1.28	0.97	0.97	0.97	0.79	0.87
3.16	2.85	3.12	3.25	2.51	2.55	2.59
0.90	0.91	0.92	0.89	0.90	0.88	0.91
$103.83	$108.84	$113.84	$120.84	$107.84	$113.84	$124.84
$37.14	$36.26	$35.18	$35.18	$35.18	$34.18	$33.19
$30.72	$30.66	$31.31	$31.47	$30.82	$31.47	$33.42
$49.66	$49.66	$48.24	$48.24	$48.24	$48.24	$48.24
0.052	0.053	0.058	0.073	0.050	0.046	0.046
0.032	0.030	0.043	0.037	0.038	0.038	0.034
120.04%	120.09%	132.07%	176.47%	114.22%	120.48%	114.96%
1.91%	3.56%	2.11%	2.10%	2.87%	2.93%	2.53%
2.51%	3.59%	3.12%	1.51%	2.00%	1.92%	1.69%
7.00%	9.00%	9.00%	10.64%	12.40%	8.60%	12.08%
10,163	10,237	12,231	13,534	14,109	15,663	16,238
11,363	12,314	12,818	12,795	13,316	14,800	15,338
1,110	1,269	1,498	1,353	1,622	1,890	1,852
$122,572	$28,984	$112,847	$184,794	$200,966	$99,489	$256,860
$21,981	$5,189	$20,226	$33,140	$36,032	$17,826	$46,081
$1,602	$364	$1,461	$2,415	$2,639	$1,366	$3,302
$19,729	$4,658	$18,156	$29,744	$32,324	$16,050	$41,325
$57,542	$1,790	$6,952	$11,371	$12,371	$6,141	$15,770
$155	$50	$157	$232	$257	$42	$371
38,516	42,120	40,193	41,243	45,028	44,505	49,837
37,777	41,846	40,524	41,014	44,937	44,389	49,740

PERFORMANCE INDICATORS - LAST TEN YEARS

	ORIGINAL BUDGET FY 2023	AMENDED BUDGET FY 2022	ACTUAL FY 2021
INFORMATION TECHNOLOGY SERVICES			
Number of work orders completed	4,000	4,000	5,500
Number of work stations supported	330	325	330
COMPONENT COSTS			
Water Treatment Plant			
$ / 1,000 gallons raw water	$2.29	$2.27	$1.97
Water Reclamation Facility			
$ / 1,000 gallons effluent	$1.99	$2.01	$1.48
Electric T&D			
$ / mile of T & D lines	$26,619.46	$25,388.59	$22,838.11
$ / number of services	$33.74	$32.18	$28.71
Water Distribution			
$ / 1,000 gallons billed	$1.96	$1.92	$1.76
$ / number of services	$21.89	$21.45	$20.31
Wastewater Collection			
$ / 1,000 gallons billed	$2.57	$2.46	$2.32
$ / number of services	$22.83	$21.92	$21.01
Natural Gas Distribution			
$ / 1,000 ccf billed	$0.45	$0.46	$0.37
$ / number of services	$41.96	$40.89	$36.85
Lift Stations			
$ / 1,000 gallons billed	$0.74	$0.74	$0.72
$ / number of services	$6.58	$6.58	$6.48
Industrial Pre-Treatment			
$ / Customers	$1,441.67	$1,441.67	$1,129.98
FPUAnet Communications			
$ / Customers	$301.95	$1,094.08	$733.04
Administration			
$ / number of services	$21.07	$15.90	$14.41

PERFORMANCE INDICATORS - LAST TEN YEARS

ACTUAL FY 2020	Actual FY 2019	ACTUAL FY 2018	ACTUAL FY 2017	ACTUAL FY 2016	ACTUAL FY 2015	ACTUAL FY 2014
5,648	4,245	3,858	3,538	3,622	3,179	3,296
325	380	360	310	349	340	432
$2.04	$2.48	$2.21	$1.99	$2.02	$1.88	$1.94
$1.64	$1.98	$1.60	$1.78	$1.46	$2.46	$2.70
$23,249.60	$24,073.82	$20,530.49	$21,860.34	$21,636.69	$20,112.83	$20,633.15
$29.36	$30.39	$25.93	$27.56	$27.27	$26.13	$27.11
$1.84	$1.97	$2.11	$1.92	$1.88	$1.88	$1.89
$20.92	$21.68	$22.36	$21.05	$20.01	$19.69	$20.04
$2.25	$2.30	$2.47	$2.60	$2.39	$2.36	$2.68
$19.62	$19.81	$20.90	$22.31	$19.61	$19.41	$21.77
$0.41	$0.43	$0.43	$0.41	$0.49	$0.40	$0.59
$37.75	$40.36	$37.41	$34.36	$39.54	$33.16	$47.71
$0.75	$0.68	$0.72	$0.66	$0.75	$0.71	$0.79
$6.56	$5.89	$6.12	$5.62	$6.14	$5.80	$6.38
$1,142.53	$888.13	$916.33	$919.02	$927.50	$985.46	$903.78
$491.19	$540.93	$423.99	$414.79	$345.35	$348.35	$328.03
$14.53	$14.60	$14.48	$14.96	$14.51	$14.59	$14.60

PROPERTY VALUE AND TOTAL TAX ASSESSED VALUE
LAST TEN YEARS

	REAL PROPERTY	PERSONAL PROPERTY	CENTRALLY ASSESSED PROPERTY	LESS: EXEMPTIONS	TOTAL TAX ASSESSED VALUE
2021	$ 3,333,122,315	$ 223,371,179	$ 11,666,236	$ 873,918,111	$ 2,694,241,619
2020	$ 3,168,531,958	$ 217,284,499	$ 11,786,499	$ 835,533,570	$ 2,562,069,386
2019	$ 2,973,396,245	$ 206,673,280	$ 11,674,621	$ 813,001,897	$ 2,378,742,249
2018	$ 2,807,904,420	$ 200,953,767	$ 11,459,927	$ 777,186,255	$ 2,243,131,859
2017	$ 2,656,205,901	$ 199,752,821	$ 10,889,970	$ 759,747,984	$ 2,107,100,708
2016	$ 2,519,792,781	$ 201,769,117	$ 9,950,405	$ 744,102,164	$ 1,987,410,139
2015	$ 2,420,424,296	$ 178,560,253	$ 8,259,241	$ 718,951,717	$ 1,888,292,073
2014	$ 2,369,027,251	$ 196,294,919	$ 7,180,208	$ 707,506,816	$ 1,864,995,562
2013	$ 2,375,689,997	$ 192,499,439	$ 7,381,630	$ 707,571,187	$ 1,867,999,879
2012	$ 2,463,908,875	$ 209,865,288	$ 7,135,634	$ 707,684,181	$ 1,973,225,616

Source:
City of Fort Pierce Comprehensive Annual Financial Report

DISTRIBUTION TO THE CITY OF FORT PIERCE AND SYSTEM RATE INCREASES (DECREASES) LAST TEN YEARS

	DISTRIBUTION PAID TO THE CITY *	RATE INCREASES (DECREASES)			
		ELECTRIC	WATER	NATURAL GAS	WASTEWATER
FY 2022	$6,524,408	5.00% [2]	5.00% [2]	5.00% [2]	5.00% [2]
			5.00% [3]		5.00% [3]
			1.17% [1]	1.17% [1]	1.17% [1]
FY 2021	$6,342,445	-	1.79% [1]	1.79% [1]	1.79% [1]
FY 2020	$6,276,267	-	2.36% [1]	2.36% [1]	-
FY 2019	$6,125,454	-	3.00% [2]	-	3.00% [2]
FY 2018	$6,082,515	-	-	1.76% [1]	-
FY 2017	$5,968,785	-	-	-	-
FY 2016	$5,809,302	-	3.00% [2]	-	-
FY 2015	$5,735,240	-	3.00% [2]	-	-
FY 2014	$5,605,157	(0.85%) [4]	3.70% [2]	1.60% [1]	1.60% [1]
FY 2013	$5,365,879	(3.30%) [4]	6.50% [2]	2.40% [1]	2.40% [1]

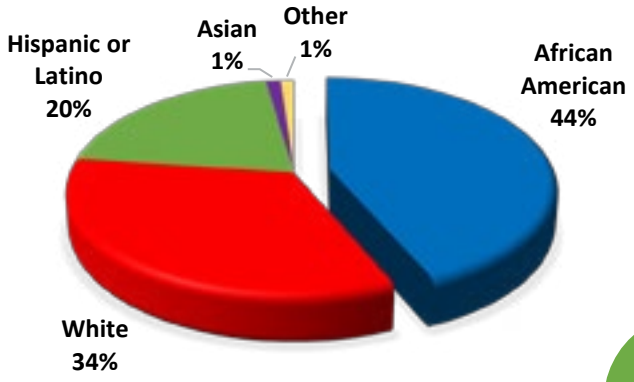
1 Rate increase based on Florida Public Service Commission Annual Price Index
2 Rate increase to expand and maintain utility systems.
3 Rate increase to relocate the Sewer Treatment Plant located on S. Hutchinson Island
4 Reduction in energy rates

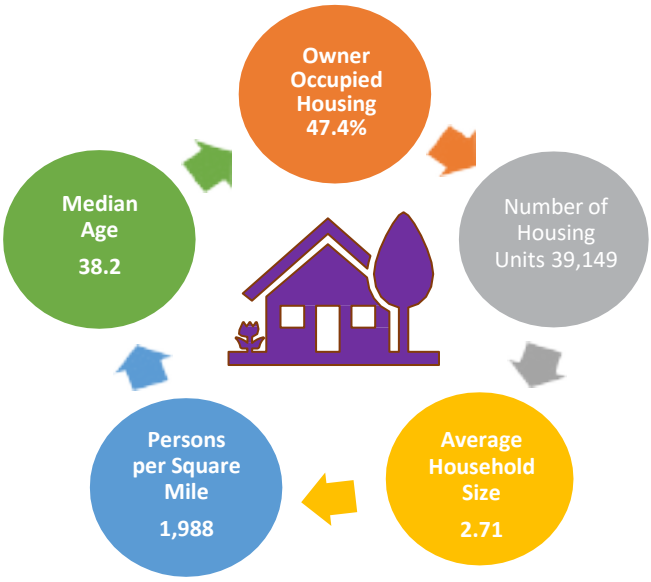
* Based on prior fiscal year revenue, as defined by Fort Pierce City Charter, Article XII, Sec. 178 (d)

DEMOGRAPHIC STATISTICS - LAST TEN YEARS

	City of Fort Pierce Population[1]	City of Fort Pierce Median Income[2]	St. Lucie County Population[1]	St. Lucie County Median Income[2]
2021	48,038*	N/A	340,060*	N/A
2020	47,297	$37,624*	329,226	$55,237*
2019	43,653	$35,198	309,359	$52,322
2018	43,326	$30,445	302,432	$49,373
2017	43,409	$28,025	297,634	$47,132
2016	42,489	$26,506	292,826	$44,140
2015	42,119	$25,635	287,749	$43,459
2014	41,888	$25,976	282,821	$42,359
2013	41,729	$25,275	281,151	$42,504
2012	42,328	$25,382	283,866	$41,785

More about the City of Fort Pierce





[1] Source University of Florida, Bureau of Economic & Business Research.

[2] Source United States Census Bureau (most recent data available)

* Total Estimated

N/A Not Avaliable

FPUA
COMMUNITY PROUD

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 08/15/2022

Re: Planning Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R29 appointing an at-large member of the Planning Board.

SUMMARY:

The term of Marcia Baker, at-large member, expires on August 16, 2022. Four applications have been received after press releases, including a request for reappointment from Ms. Baker.

RECOMMENDATION:

Select an individual to serve on the planning board.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

22-R29
Baker, Marcia (current)
Davis, KeAndrea (new)
Heaning, John (new)
Kreisl, Anton (new)

Form Review

Form Started By: Linda Cox Started On: 07/21/2022 11:23 AM
Final Approval Date: 08/08/2022

RESOLUTION NO. 22-R29

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

BE IT RESOLVED that _____ be and is hereby appointed and/or reappointed by the City Commission to serve as an at-large member of the City Planning Board; said term to expire on August 16, 2024, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective August 16, 2022.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 15th day of August, 2022.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA M. EARLEY
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: MARCIA BAKER	Phone: 359-3718
Home Address: City/Zip Code: 1753 SEAWAY DR. FT PIERCE 34949	How long at this address? 33 YEARS
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No If yes, state the business and location: RAINS INSURANCE - 204 N. 2ND ST FT PIERCE 34950	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☑ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☑ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): REAL ESTATE BROKER 1957 - 1987 - FLORIDA & MAINE INSURANCE AGENT 1986 - PRESENT MAINE & FLORIDA	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: MS.MARCIABAKER@ATT.NET
Date: 6/1/2022	Applicant's Signature: Marcia Baker

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning Board

Name: KeAndrea Davis	Phone: 772-708-6128
Home Address: 2514 Mohawk Ave Fort Pierce, FL 34946 City/Zip Code:	How long at this address? Since July 1997
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: attorney	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: Florida Rural Legal Services 121 N 2nd Street Fort Pierce,FL	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Law Describe your education, background, training and knowledge – (feel free to attach a resume): Florida Bar Member, Florida licensed real estate sales agent	
Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No If yes, please specify: Historic Preservation, Board of Adjustment	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: City Email	Applicant Email Address: davisk711@gmail.com
Date: 6/9/22	Applicant's Signature: KeAndrea Davis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: John Heaning	Phone: 772 834-4677
Home Address: 4351 Winding Place Fort Pierce 34981 City/Zip Code:	How long at this address? 20yrs

Are you a citizen of the United States? ■ Yes ☐ No

Occupation: Realtor

Do you own a business that operates within the City of Fort Pierce? ■ Yes ☐ No

If yes, list the address and nature of said business:

4351 Winding Place Self Employed - Licenced Realtor Under McCurdy & Co Realty
171 Melody Lane 34950

Do you now or in the future plan to do business with the City of Fort Pierce? ■ Yes ☐ No

If yes, in what capacity?

Realtor

Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No

If yes, state the business and location:

Licenced Realtor Under McCurdy & Co Realty
171 Melody Lane 34950

Do you have special training or knowledge in the area of:

Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ■ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:

Describe your education, background, training and knowledge – (feel free to attach a resume):

Home Inspector / Owner Heaning Home Inspections 2001 - 2017 here in Fort Pierce
Realtor 2016- Present here in Fort Pierce Chamber- several boards / committees

Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No

If yes, please specify:

Surtax Infrastructure / Parking Committee / Fort Pierce Legislative Affairs

Have you ever been convicted of a felony? ☐ Yes ■ No

If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Mr. Brodrick Applicant Email Address: HeaningGroup@gmail.com

Date: 6/14/2022 Applicant's Signature John Heaning

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning Board

Name: Anton Kreisl	Phone: 760-616-1299
Home Address: 1321 D Peppertree Trail Fort Pierce, FL 34950 City/Zip Code:	How long at this address? 5 years

Are you a citizen of the United States? ■ Yes ☐ No

Occupation: Electrical Designer/AudioEngineer

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No

If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No

If yes, state the business and location:

OCI Associates Consulting Engineers Fort Pierce Office - 181 Meleody Lane Fort Pierce Florida 34950

Do you have special training or knowledge in the area of:

Architecture: ■ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No

Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other:

Describe your education, background, training and knowledge – (feel free to attach a resume):

Experience:
6 years Electrical Engineering for commercial/residential building design (2016 to current).
4 Years Electrical Contracting. (2012 -2016)
3 years General Contracting (2002-2005)

Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No

If yes, please specify:

Parking Committee

Have you ever been convicted of a felony? ☐ Yes ■ No

If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Michjael Broderick Applicant Email Address: akreisl@ociassociates.com

Date: 6/8/22	Applicant's Signature	Anton Kreisl Digitally signed by Anton Kreisl DN: C=US, E=akreisl@gmail.com, CN=Anton Kreisl Date: 2022.06.08 11:04:23-04'00'

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 08/15/2022

Re: Villanueva PORF

SUBJECT:

Resolution 22-R30 appointing a member to the Police Officers Retirement Fund.

SUMMARY:

The term of Carlos Villanueva has expired and he is seeking reappointment.

RECOMMENDATION:

Reappoint Mr. Villanueva.

ALTERNATIVES:

Seek new applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Villanueva, Carlos

22-R30

Form Review

Form Started By: Linda Cox Started On: 07/21/2022 02:19 PM

Final Approval Date: 08/08/2022

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: City of Fort Pierce Police Officers Retirement Fund Board of Trustees

Name: Carlos J. Villanueva	Phone: 772-318-9030
Home Address: [redacted] ., Ft. Pierce, FL., 34982 City/Zip Code: [redacted]	How long at this address? 18 years
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Deputy Chief of Public Safety at IRSC	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: Indian River State College - 3209 Virginia Ave., Ft. Pierce, FL. 34981	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ■ No Engineering: ☐ Yes ■ No Real Estate Brokering: ☐ Yes ■ No Contracting: ☐ Yes ■ No Land Development: ☐ Yes ■ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Masters Degree in Human Resources. 36 years in law-enforcement. Retired Lt. from the Fort Pierce Police Dept.	
Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No If yes, please specify: City of Fort Pierce Police Officers Retirement Fund Board of Trustees	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: lt4618@hotmail.com
Date: 07-19-2022	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

RESOLUTION NO. 22-R30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF A MEMBER TO THE POLICE OFFICERS RETIREMENT FUND BOARD OF TRUSTEES**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed and/or reappointed by the City Commission to serve as a member of the Police Officers Retirement Fund Board of Trustees in accordance with Section 13-163(b) of the Code of Ordinances of the City of Fort Pierce and pursuant to the provisions of Chapter 185.05, Florida Statutes; said term to commence upon adoption of this Resolution and to expire as provided below or when a successor has been duly appointed.

Name	Position	Term Expires
Carlos Villanueva	City Appointed	September 29, 2026

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

IN WITNESS WHEREOF, this Resolution has been duly adopted this 15th day of August, 2022.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA M. EARLEY
CITY ATTORNEY

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 08/15/2022

Re: FPUA District 1 Seat

SUBJECT:

Discussion and direction regarding the District 1 appointed seat on the Fort Pierce Utilities Authority Board currently held by Ms. Barbara Bennett with a term expiring 9/30/2022.

SUMMARY:

Ms. Bennett's term expires on 9/30/2022. She is eligible for reappointment.

In accordance with Resolution 18-R23, one resident of District 1 shall be appointed for a four-year term to the FPUA Board by the Commissioners of District 1 by mutual agreement; in the event District 1 Commissioners do not agree on the appointee, each District 1 Commissioner will make a nomination and the Mayor shall select one of the two nominees as the FPUA Board Member. This seat shall be referred to as FPUA District 1 Seat.

RECOMMENDATION:

Reappoint Ms. Bennett or seek additional applications.

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-R23

Application

Form Review

Form Started By: Linda Cox Started On: 08/08/2022 04:07 PM

Final Approval Date: 08/08/2022

RESOLUTION NO. 18-R23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING THE RECOMMENDATIONS OF THE **CHARTER REVIEW COMMISSION**; AGREEING TO MEET ANNUALLY WITH THE FPUA IN A JOINT PLANNING SESSION; AGREEING TO ESTABLISH A FORMAL COMPLAINT RESOLUTION PROCESS; ADOPTING A REVISED **APPOINTMENT PROCESS TO THE FPUA BOARD;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 17-R17 on August 7, 2017 establishing the Charter Review Commission, hereinafter called the "CRC"; and

WHEREAS, the Charter Review Commission held its organizational meeting on September 27, 2017, their initial Public Input Meeting on October 24, 2017 and their final Public Input Meeting on February 27, 2018; and

WHEREAS, on March 19, 2018, the CRC presented its final report to the Fort Pierce City Commission; and

WHEREAS, the Fort Pierce City Commission desires to formally accept the recommendations of the Charter Review Commission and memorialize the implementation of the recommendations by resolution since the recommendations do not require any charter amendments.

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

SECTION 1: The City Commission accepts the recommendations of the Charter Review Commission as presented on March 19, 2018.

SECTION 2: The City agrees to meeting annually with the FPUA in a Joint Planning Session to review and discuss Capital Improvements' budgets of each and the strategic goals and perspective growth of the City and FPUA including the potential joint participation in projects.

SECTION 3: The City Commission agrees to establish a formal dispute resolution process with FPUA that would be far simpler and more efficient and expedient than the statutory process.

SECTION 4: The City Commission adopts a revised appointment process for FPUA Board membership, beginning with the existing term that expires on September 30, 2018, to ensure that one person would be a District 1 resident, one person would be a resident of District 2 and the remaining two seats would be filled by city residents without regard to district of residence. The revised process is as follows:

(a) One resident of District 1 shall be appointed for a four-year term to the FPUA Board by the Commissioners of District 1 by mutual agreement; in the event District 1 Commissioners do not agree on the appointee, each District 1 Commissioner will make a nomination and the Mayor shall select one of the two nominees as the FPUA Board Member. This seat shall be referred to as FPUA District 1 Seat. (Process to commence for the term which shall begin October 1, 2018.

(b) The next year, one resident of District 2 shall be appointed for a four-year term to the FPUA Board by the Commissioners of District 2 by mutual agreement; in the event District 2 Commissioners do not agree on the appointee, each District 2 Commissioner will make a nomination and the

Mayor shall select one of the two nominees as the FPUA Board Member. This seat shall be referred to as FPUA District 2 Seat. (Process to commence for the term which shall begin October 1, 2019)

(c) For the remaining two appointments, the City Commission as a whole would appoint the FPUA Board Members utilizing a point system for votes based upon the order in which the City Commission ranks their choices based upon applications received. These seats shall be referred to as FPUA At-Large Seats. (Terms which shall begin October 1, 2020 and October 1, 2021).

(d) In the event any member representing District 1 or 2 move out of the district for which they were appointed to represent, the seat shall automatically become vacant and a new person residing within the appropriate district shall be appointed to fill the balance of the term.

SECTION 5. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 21st day of May, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO FPUA

(City Residency Required)

Name: Barbara Marshall-Bennett	Phone: (772) 971-4163
Home Address: 2016 Juanita Ave. Ft. Pierce, FL 34946 City/Zip Code:	How long at this address? 1992
Are you a qualified elector of the City of Fort Pierce? ☑ Yes ☐ No	
Occupation: Teacher	Employer Name: St. Lucie Co. School Bd.

Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No

If yes, list the address and nature of said business: 1806 S. 33rd St. Ft. Pierce, FL 34947 Church

Do you now or in the future plan to do business with or have a business relationship with FPUA? ☑ Yes ☐ No

If yes, please describe in detail outlining any businesses or matters deemed appropriate. church facility

Describe your professional background and what expertise you will bring to the FPUA Board. Feel free to attach your curriculum vitae (CV) or other applicable information. I am a pastor in our community, I have a background in finance & teaching.

Do you have special training or knowledge in any of the following areas:

Utilities: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Contracting/Development: ☐ Yes ☐ No

Legal: ☐ Yes ☐ No Management: ☐ Yes ☐ No Finance/Accounting: ☑ Yes ☐ No

Describe your education and background in any of the above areas: I was an employee with New Horizons of T.C. for 6 years at an Acct. #192 along with payroll ordinator.

Are you currently a member of a Commission-appointed board or committee? ☐ Yes ☑ No

If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last at least 5 hours? ☑ Yes ☐ No

Referred by: Curtis Johnson Applicant Email Address:

Date: 8/10/21 Applicant's Signature [signature]

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com