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

CITY COMMISSION AGENDA

Regular Meeting and Budget Hearing - Tuesday, September 6, 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 -** Elder Ruben Mitchell with Victory and Praise Worship Center

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from August 15, 2022 Regular Meeting

6. **PROCLAMATIONS**

   a. Childhood Cancer Awareness Month

   b. Suicide Prevention Awareness Month

   c. Hunger Action Month

7. **LETTERS TO COMMISSION**

   a. Email from Bruce Murray thanking the Fort Pierce Police Department's Command, training, support, and front-life staff for maintaining the best possible standards.

b. Letter from Rhea-Lyn Gerstenkorn, President, Florida Crime & Intelligence Analyst Association, Inc. in appreciation of the Police Department's Crime Analysis Unit Supervisor, April Lee, serving as their Vice President of Membership.

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

9. **BUDGET HEARING**

a. Mayor to announce the tentative millage rate which is 6.9; the millage rate exceeds the roll-back rate (6.2883), by 9.73%

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

c. **PUBLIC HEARING** -- Tentative Millage Rate and Proposed 2022-23 General Fund Budget for the City of Fort Pierce

d. Consider any proposed amendments to the 2022-23 General Fund Budget

e. Adopt proposed Millage Rate and recompute if necessary. The proposed millage rate is 6.9.

f. Adoption of tentative 2022-23 General Fund Budget.

10. **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.

11. **MISCELLANEOUS REPORTS**

a. 2022 Firefighter National Challenge Competition

b. Pamela E. Carithers of Lincoln Park Main Street, will give an update on the NW Pioneer Park Plaque Selection and Implementation.

12. **CONSENT AGENDA**

a. Approval of Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf to provide additional time to cure title and survey objections with a new deadline of March 1, 2023.

b. Approve the CDBG FY2020 Grant Funding Agreement in the amount of $609,429.00.

c. Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities Legislative Policy Committee in Kissimmee, Florida September 15, 2022 to September 16, 2022 in the amount of $309.24.

d. Approval of travel for Commissioner Curtis Johnson Jr. to attend the Florida League of Cities 2022-2023 Legislative Policy Committee in Kissimmee, Florida October 06, 2022 to October 07, 2022 in the amount of $309.24.

e. Approval of travel for Mayor Linda Hudson to attend the Florida League of Cities 2022-2023 Legislative Policy Committee in Kissimmee, Florida October 06, 2022 to October 07, 2022 in the amount of $309.24.

f. Approval of a twelve (12) month Lease Agreement between the City of Fort Pierce and the Woods Family Limited Partnership II, for 7 parcels along Seaway Drive that are being utilized to provide additional free parking for the public.

g. Authorize staff to apply for and accept a grant amount of $300,000.00 for the FY2022 Safe Streets and Roads For All Grant (SS4A) from the United States Department of Transportation.

h. Approval to piggyback Sourcewell Contract #010521-LTS to purchase playground equipment for the Pinewood Park Playground Project, in amount not to exceed $53,280.79, from Miracle Recreation Equip Co., Monett, MO.

i. Approval of Interlocal Agreement with St. Lucie County for administration of the Utility Assistance Program.

j. Authorize staff to enter into negotiations with GrayRobinson to provide Lobbyist Services as the only responsive bidder to RFP 2022-024.

13. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 22-019 amending Chapter 103, Article IX, Section 103-343 "Clean and Safe Community Initiative". FIRST READING

b. Legislative Hearing - Ordinance 22-022 - Review and approval of an application of a Future Land Use Map Amendment submitted by property owner Brent Moody of the Freedom Roads Property Company, LLC and applicant Alejandro Toro of the Engineering Design & Construction, Inc, to change the Future Land Use from General Commercial, GC to High Density Residential, RH at 2101 and 2151 S Jenkins Road Fort Pierce, fl 34947. Parcel IDs: 2313-800-0002-000-7 and 2313-800-0004-000-1. FIRST READING

c. Quasi-Judicial Hearing - Ordinance 22-023 - Review and approval of an application of a Zoning Atlas Map Amendment submitted by property owner Brent Moody of the Freedom Roads Property Company, LLC and applicant Alejandro Toro of the Engineering Design & Construction, Inc, to change the Zoning from General Commercial, C-3, to High Density Residential, R-5, at 2101 and 2151 S Jenkins Road Fort Pierce, FL 34947. Parcel IDs: 2313-800-0002-000-7 and 2313-800-0004-000-1. FIRST READING

14. **CITY COMMISSION**

a. Resolution 22-R31 reappointing Barbara Marshall-Bennett as the District 1 representative on the Fort Pierce Utilities Authority Board.

b. Resolution 22-R32 authorizing the execution of a Reconstruction Agreement with Outfront Media to remove the existing sign at 3362 South US Highway 1 and construct a replacement sign pursuant to Florida Statutes.

c. Resolution 22-R33 accepting the returns of the August 23, 2022 Primary Election.

d. Submittal of applications for the Communitywide Council.

e. Appointment of Commissioner Gaines to serve on the Homeless Advisory Committee as the City of Fort Pierce representative.

15. **COMMENTS FROM THE PUBLIC**

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

16. **COMMENTS FROM THE CITY MANAGER**

a. Reports

17. **COMMENTS FROM THE COMMISSION**

18. **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 Meeting & Budget Hearing - 5:05 pm **5. a.**

Meeting Date: 09/06/2022

Re: Minutes of 08.15.2022

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from August 15, 2022 Regular Meeting

Attachments

08.15.2022 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 08/22/2022 04:23 PM

Final Approval Date: 08/22/2022

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 5:05 P.M. ON MONDAY, AUGUST 15, 2022.

1. CALL TO ORDER

Mayor Hudson called the August 15, 2022, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Jimmy Loyd with Fairlawn 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 Manager Nicholas Mimms
City Attorney Tanya Earley

5. APPROVAL OF MINUTES

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Thomas Perona to approve the minutes of the August 1, 2022 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. 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**

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.

Dr. Michael Grant, CEO of the Fort Pierce Athletic Academy, which works with gentleman from the ages of 18-23 to bridge the gap between high school and college athletics; introduced the 2022 Fort Pierce Sharks.

10. MISCELLANEOUS REPORTS

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

Dr. Jon Prince, Superintendent, St. Lucie County Schools, Lydia Martin, Chief Communications Officer, and Dr. Helen Wild, Deputy Superintendent and Chief Academic Officer, presented St. Lucie County School district grades and highlighted the top scoring schools.

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.

Commissioner Curtis Johnson pulled items 11b and 11f

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve item 11a, 11c,11d and 11e.

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

Passed

As to item 11b
Commissioner Curtis Johnson commented that he had challenges with the language of the contract and the inclusion of an administrative employee of the City rather than the Sunrise Humane Society.

Commissioner Jeremiah Johnson commented that there was a challenge with the previous contractor which presented challenges because the City was indirectly involved but had a minimal decision-making. This agreement will provide an opportunity to have more decision-making.

Commissioner Perona commented that if funding is not received within sixty days, they will have to close their doors and that this contract will get them past the hurdles.

Commissioner Gaines inquired what the City's responsibility would be if they accept the hiring contract and the Sunrise Humane Society were to close in sixty days.

Peggy Arraiz, Director of Community Response explained that we need the Sunrise Humane Society, and this contract prevents the City having to take over the full responsibility of the shelter by providing the necessary management.

Commissioner Perona explained that this position is necessary as the Veterinarian has been handling many issues not just her designated responsibilities and could result is having to start all over again.

Commissioner Gaines expressed that he does not want to have to start the process again with another contractor but also wants to avoid issues that could arise with this hiring contract.

Mayor Hudson commented that she initially had concerns with management and understands the necessity of this, although concerns are still present.

Commissioner Curtis Johnson clarified that he believes in the concept but has concerns with a City employee managing employees of another organization, can the position be staffed in a timely manner, the staff count, and what will the organizational structure looks like. Mrs. Arraiz explained that the hiring would take place timely, they would manage around fifteen employees, and they would follow standards set forth under the Sunrise Humane Society.

Commissioner Jeremiah Johnson commented that based on his experience that previously City Staff and St. Lucie County Humane Society worked in tandem, and that the management component is necessary.

Commissioner Gaines inquired who the employees would be employed by and report to. Mrs. Arraiz explained that they would report to the employee of the City but be employed by the Sunrise Humane Society, as this is a method used by many HOA's for the means of contracting and any issues would be brought before the board.

City Manager Nick Mimms commented that the person hired for this position shall not terminate, hire, or discipline any person; only make recommendations to the Sunrise Humane Society for those actions.

Commissioner Curtis Johnson commented that the language being used does not reflect what was stated by Mr. Mimms.

City Attorney Tanya Earley referenced page 5 of 7 which states that the manager can hire, supervise etc. but would make the consideration to the board for terminations and expressed that if something needs to be made clear in the language then an adjustment must be made.

Commissioner Gaines expressed that the language needs to be adjusted as clarified by City Manager Mimms.

Commissioner Curtis Johnson reiterated his concern with the language.

Commissioner Jeremiah Johnson commented that he has concern with the language being changed requiring the manager to go before the board to hire.

Commissioner Gaines commented that there is a concern with the language as it needs to be specific.

Mayor Hudson inquired of City Attorney Earley if the request for specific language was clear.

City Attorney Earley explained that she heard two separate concerns voiced, she referenced the specific passage and requested language recommendation. Commissioner Gaines and Commissioner Jeremiah commented on the specific language concerns to be adjusted by City Attorney Earley. Mrs. Earley received clarification on the specific wording recommendations.

Commissioner Curtis Johnson clarified his desire for the conversion, asked Commissioner Person to expound on the infusion of funds coming for the Sunrise Humane Society, and will reluctantly support, although he has concerns on the outcome. Commissioner Perona explained that the funds would be coming from this board of $300,000 of which $75,000 is allocated for the hiring of this new employee.

City Manager Mimms inquired if the Mayor Hudson would like City Attorney Earley to make the necessary revisions and bring in back before the Commission on the September 06, 2022, regular meeting.

Mayor Hudson inquired of Mrs. Arraiz if the hiring timeline would be affected. Mrs. Arraiz commented that it would not be affected.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to move item 11 b the September Regular Meeting.

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

Passed

As to 11f
Commissioner Curtis Johnson commented that he would like to increase the amount from $100,000 to $125,000 to accommodate the administration fee.

Commissioner Perona commented that he needs to determine if the additional funds requested were not already allotted elsewhere.

City Manager Nick Mimms commented that the additional $25,000 requested would not affect the funds of the American Rescue Plan Act Funds.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the allocation of the American Rescue Plan Act Funds in the total of $125,000.

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

Passed

City Manager Mimms explained that the funds will be administered by St. Lucie County.

12. PUBLIC HEARINGS

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

Brittany Marinello, Grants Division Manager, presented the 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.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Tanya Earley would read regarding Quasi-Judicial Hearings as they apply to subsequent Quasi-Judicial Hearings tonight. Tanya Earley, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson - Yes
Commissioner Thomas Perona- No
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Vennis Gilmore, Senior Planner, presented the review and approval of an application for Final Plat, 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. Staff recommends APPROVAL with one (1) condition:

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.

Questions of Staff:
None

Applicant Questions of Staff:
David Baggett, Project Manager EDC, had no questions, and no presentation but thanked the Planning Department for their hard work.

Questions of Applicant:
Commissioner Jeremiah Johnson inquired of the construction phasing and if they are maintaining sediment control plans, storm water management and dewatering

plant. Mr. Baggett explained that all the site work is complete, utilities have been certified utilities and meeting all necessary requirements.

Mayor Hudson inquired if the project is near five-mile creek. Mr. Baggett explained that they are near the North St. Lucie Canal and out fall is constructed and certified.

Commissioner Curtis Johnson inquired on the total phase of new home number and if the community will be gated. Mr. Baggett explained that there will be 303 units in and that the community will not be gated.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the application for Final Plat with one condition.

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

Passed

c. Quasi-Judicial Hearing - Review and approval of an application for 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.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson - Yes
Commissioner Thomas Perona- No
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Vennis Gilmore, Senior Planner, presented the 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. 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).

Questions of Staff:
Commissioner Jeremiah Johnson inquired if the color scheme mentioned in condition three (3) changes to the existing color. Mr. Gilmore explained that is correct.
Commissioner Perona inquired if there are sidewalks. Mr. Gilmore explained there are no sidewalks on the northern portion of Southland. Southland is a County road and requires payment in lieu of, but Planning recommends sidewalk connection.
Mayor Hudson opened the public hearing.
Questions of Applicant:
Bill Pittsley, Project Manager, MBV Engineering, has no questions of staff but clarified that there is an existing sidewalk on Southland Dr. on the property, they have provided an easement at the request of St. Lucie County, and a connection from that property to the sidewalk.
Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the application for a Site Plan (Development and Design Review) with four (4) conditions.

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

Passed

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

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Arnold Gaines - Yes
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson - Yes
Commissioner Thomas Perona- No
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Vennis Gilmore, Senior Planner, presented the 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. Staff recommends APPROVAL of the subject Conditional Use.

Questions of Staff:
Commissioner Perona inquired of the process to turn a church into a school. Mr. Gilmore explained that there is a change of use, but this portion of the church was previously a school.

Questions of Applicant:
No applicant was present.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the application for a Conditional Use with no new construction.

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

Passed

13. CITY COMMISSION

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

Javier Cisneros, Director of Utilities and Barbara Mika, Director of Financial Services presented the FPUA FY2023 Annual Budget and FY2022 Amended Budget.
Commissioner Perona commented that he is thrilled to hear the growth moving forward and being below the investor-owned utilities is part of the battle and the customer must be considered. Mr. Cisneros commented the focus is on efficiency to lower cost.

Commissioner Curtis Johnson inquired where the City is on the growth trajectory and was there an increase seen in the weatherization program. Mr. Cisneros commented that increasing customer base so that unit cost is lower, gas, water and wastewater are areas of growth and that the weatherization program had to be revisited because it was not done correctly. Additionally, they are looking to partner with the US IFUS to bring in supplement We Opt program reaching the homeowner and renters.

Commissioner Gaines commented on his concerns with communication to notify the community, addressing their concerns and growth and development. Mr. Cisneros commented that he hears the Commissions request for better communication with the community, and they have built a team to move in the right direction.

Commissioner Jeremiah Johnson commented on the FPUA three-point plan, thinks they are on the right track and would like consideration to be given to make investments into growth, development, and capital improvements. Mr. Cisneros addressed the capital improvement numbers and the opportunity with water and wastewater.

Mayor Hudson commented that the FPUA Board and staff are hearing and acting on growing the City.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to waive the thirty-day period for disapproval and approve the FPUA FY2023 Annual Budget and FY2022 Amended Budget.

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

Passed

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

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

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.

Commissioner Perona – Anton Kreisl
Commissioner Curtis Johnson - KeAndrea Davis
Commissioner Arnold Gaines - KeAndre Davis
Mayor Hudson-Anton Kreisl
Commissioner Jeremiah Johnson – Anton Kreisl

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Arnold Gaines to approve Resolution No. 22-R29 appointing Anton Kreisl to the Planning Board.

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

Passed

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

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

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.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 22-R30.

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

Passed

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.

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.

City Clerk Linda Cox explained that this is the seat appointed by both District 1 Commissioners by mutual agreement to appoint someone, if unable to agree the Mayor would cast the deciding vote.

Mayor Hudson inquired if Ms. Bennett is serving a shorter term.

Commissioner Perona clarified that Ms. Bennett is still eligible for two four-year terms.

Commissioner Curtis Johnson commented he has been very happy with Ms. Bennett and confident she will continue to do great work for the community.

Commissioner Gaines concurred with Commissioner Curtis Johnson.

Mayor Hudson commented that she has learned a lot in her time on the board.

Commissioner Perona commented that the board is very diverse and that the District 1 Commissioners have made and excellent choice.

City Clerk Linda Cox commented that this will come back before the Board in the form of a Resolution.

14. COMMENTS FROM THE PUBLIC

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

There were no comments.

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms- Public Works will be presenting another Lunch and Learn hosted by Facilities Maintenance at Means Court and would like to invite the FPUA to participate with the topic of homeownership and maintenance, meeting with the Director of the Housing Authority this week to iron out the agenda for the joint meeting August 29th, meeting with the IRSC doctor and president on the future of the main campus, and St. Lucie County on the American Rescue Plan dollars for the September 6,2022 Regular Meeting.

City Clerk Linda Cox – Thanked the City Clerk Staff for their work in her absence.

City Attorney Tanya Earley – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Perona expressed that there are 57 days to the community build in Jaycee Park and is requesting community volunteers October 11-16th. Commissioner inquired if there is an age group because this could benefit Seniors in need of community service hours. Commissioner Perona explained there are certain requirements based on age, but they are welcomed.

Commissioner Gaines commented that he enjoyed the Florida League of Cities conference and learned a lot.

Commissioner Jeremiah Johnson commented that he enjoyed the Florida League of Cities conference, would like an update to the short-term rental ordinance and inquired on the parking issues with St. Lucie County.

Commissioner Perona commented that all lawsuits have been terminated and closed regarding short term rentals and request that it be revisited.

City Manager Mimms commented that he will finalize a letter to the County Administrator and inform him of the need for a meeting.

Commissioner Perona commented that two thirds of the meeting was on this topic.

City Attorney clarified that no lawsuits have been settled regarding short term rentals.

Commissioner Curtis Johnson, Jr. expressed that he enjoyed the Florida League of Cities conference, school is back in, and a monumental step was made to assist the community.

Mayor Hudson commented that the FPUA are part of the fabric of the community and early voting is taking place.

17. ADJOURNMENT

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

Mayor Linda Hudson adjourned the meeting at 8:17 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm **6. a.**

Meeting Date: 09/06/2022

Re: Childhood Cancer awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Childhood Cancer Awareness Month

Attachments

Childhood Cancer awareness Month

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/16/2022 09:31 AM

Form Started By: Rebecca Mondono Started On: 08/02/2022 09:34 AM

Final Approval Date: 08/16/2022

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, City of City of Fort Pierce would like to recognize the month of September as National Childhood Cancer Awareness Month to honor those children whose lives have been irrevocably impacted by this terrible illness, and to strengthen the nation search for a cure; and

WHEREAS, each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and

WHEREAS, Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, while progress against some childhood cancer has been made, cure rate for many forms of Childhood Cancer remain less than 50% with the incidence of Childhood Cancers increasing at a more rapid rate than any other groups; and

WHEREAS, this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, loved ones and friends; and

WHEREAS, the City of Fort Pierce recognizes the devastating impact that this disease has on members of our community and the importance of increased research on Childhood Cancer; and

WHEREAS, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups which support patients and families by offering advice, encouragement, hope and financial assistance, and work tirelessly to lift the spirts of children suffering from cancer.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of September as:

CHILDHOOD CANCER AWARENESS MONTH

in the City of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of September 2022.

MAYOR/COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm

6. b.

Meeting Date: 09/06/2022

Re: Suicide Prevention Awareness Month

SUBJECT:

Suicide Prevention Awareness Month

Attachments

Suicide Prevention Awareness Month

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:54 AM

Form Started By: Rebecca Mondono
Started On: 08/25/2022 01:16 PM
Final Approval Date: 08/31/2022

WHEREAS, September is National Suicide Prevention Awareness Month, which directs the community's attention to this public health epidemic destroying lives, whole families and sometimes entire communities; and

WHEREAS, suicide rates on the Treasure Coast and in Okeechobee were increasing in the first half of 2022 according to our Medical Examiner's Office with 26 suicide deaths in St. Lucie County in quarter one of 2022; and

WHEREAS, suicide is a leading cause of death in the United States with an average 130 suicides each day; and,

WHEREAS, in 2020, there were an estimated 1.20 million suicide attempts*; and,

WHEREAS, in 2020, the age-adjusted rate per 100,000 population of Suicide Deaths (All) in St. Lucie County was 11.2 compared to Florida at 13.1; and,

WHEREAS, in St. Lucie County there were 64 suicide deaths in 2021, a 23.90 percent year over year increase from 2020, and;

WHEREAS, suicide is the only type of death that is 100% preventable; and by offering public education, data, support, and services we as a community have taken a step toward preventing another suicide by our residents - those resilient people with the capacity to recover, rebound, and heal;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of September as:

Suicide Prevention Awareness Month

in the City of Fort Pierce and urge our residents to learn how they may help because Suicide Prevention is everyone's business.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of September 2022.

MAYOR/COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm

6. c.

Meeting Date: 09/06/2022

Re:

SUBJECT:

Hunger Action Month

Attachments

Proclamation

Form Review

Form Started By: Linda Cox Started On: 09/06/2022 03:02 PM

Final Approval Date: 09/06/2022

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, hunger and poverty remain issues of grave concern in the United States, the State of Florida, the Treasure Coast, and the City of Ft. Pierce, with 49,932 children and adults in St. Lucie County now categorized as food insecure; and

WHEREAS, the City of Ft. Pierce is committed to taking steps to raise awareness about the need to combat hunger in every part of our City and to provide additional resources that the citizens of Ft. Pierce need; and

WHEREAS, the City of Ft. Pierce is committed to working with the Treasure Coast Food Bank in mobilizing people about the role and importance of food banks and other hunger relief organizations in addressing hunger and bringing attention to the need to devote more resources and attention to hunger issues; and

WHEREAS, food banks and hunger relief organizations across the country, including the Treasure Coast Food Bank, coordinated Hunger Action Day® on September 17, 2021 and will continue to host numerous events throughout the month of September to shed light on this important issue and encourage involvement in efforts to end hunger in their local community.;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of September as:

Hunger Action Month

in the City of Fort Pierce and call this observance to the attention of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of September 2022.

MAYOR/COMMISSIONER

City Commission Meeting & Budget Hearing - 5:05 pm **7. a.**

Meeting Date: 09/06/2022

Re: Email from Bruce Murray

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Bruce Murray thanking the Fort Pierce Police Department's Command, training, support, and front-life staff for maintaining the best possible standards.

Attachments

Email from Bruce Murray

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:54 AM
City Manager	Nick Mimms	08/31/2022 09:54 AM

Form Started By: Jennifer Robinson Started On: 08/24/2022 10:10 AM

Final Approval Date: 08/31/2022

From: Bruce Murray <bam36mail@gmail.com>
Sent: Tuesday, August 23, 2022 8:00 AM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>
Cc: Nick Mimms <nmimms@cityoffortpierce.com>; Linda Hudson <LHudson@cityoffortpierce.com>
Subject: Good work by FPPD

Good morning Chief. It is one of those days where I have been thinking again, which always gets me in trouble. But…….

A few days ago I read FPPD press releases regarding two uneventful search warrant services by the Crime Suppression Unit, Detectives, and Road Patrol working together resulting in drug related arrests of two serious offenders on 13th and 15th streets a couple of days apart. Both seemed to go off very well without disruption to the neighborhoods or incidents of any kind. I was impressed enough that I sent a "thank you and great work" text to a friend in Crime Suppression.

In the following days I read two other national news reports about policing activity in other cities. One reported on an incident in which officers fired shots at a suspect later found to be unarmed, never hitting the suspect but wounding six uninvolved civilian bystanders. The other reported that in 2020 NYPD responded to 74,378 calls involving weapons yet shot only 12 subjects. My immediate reaction was that there are lessons in all of these reports.

In subsequent days, all of this has been churning in my mind and I

think a broader thank you to all of FPPD command, training, support, and front line staff is in order for development of important relationships with community leaders and concerned citizens, training in proper procedures and self control under extreme stress, sound investigative work and knowledge of target subjects, sound planning of the actions including officer and community safety, professional implementation of those plans, and completing the tasks without incident. There is no getting away from the fact that without attention to all of these areas we are a small slipup away from an event that could change our community forever.

So, for what one man's opinion might be worth in the grand scheme of things, I thank you and your Officers from top to bottom for their efforts on our behalf and work to maintain the best standards possible. I have lived in the real world long enough to know everything will not always be perfect, but you are all doing a great job maintaining the standard. I know many who agree. Keep up the good work.

I hope you can find a way, even just word of mouth, to pass along our support to those involved in the recent cases, Officers or civilians.

Bruce Murray
South Hutchinson Island, Florida

City Commission Meeting & Budget Hearing - 5:05 pm **7. b.**

Meeting Date: 09/06/2022

Re: April Lee Commendation Letter

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Rhea-Lyn Gerstenkorn, President, Florida Crime & Intelligence Analyst Association, Inc. in appreciation of the Police Department's Crime Analysis Unit Supervisor, April Lee, serving as their Vice President of Membership.

Attachments

Commendation Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:54 AM
City Manager	Nick Mimms	08/31/2022 09:54 AM
Form Started By: Jennifer Robinson		Started On: 08/24/2022 10:41 AM
Final Approval Date: 08/31/2022		

FLORIDA CRIME & INTELLIGENCE ANALYST ASSOCIATION, INC.

Serving Florida Analysts Since 1995

Rhea-Lyn Gerstenkorn, President
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406
(561) 688-3903
president@fciaa.org

April Lee, VP Membership
Fort Pierce Police Department
920 S US Highway 1
Fort Pierce, FL 34950
vpmembership@fciaa.org

Donna Sita, VP Training
Osceola County Sheriff's Office
2601 E Irlo Bronson Memorial Highway
Kissimmee, FL 34744
(321) 697-4462
vptraining@fciaa.org

Kelly Morrow, Secretary
Orange County Sheriff's Office
2500 W Colonial Drive
Orlando, FL 32804
(407) 858-3954
secretary@fciaa.org

Carly Biehl, Treasurer
treasurer@fciaa.org

Tommy Smith, Technical Director
Leon County Sheriff's Office
2825 Municipal Way
Tallahassee, FL 32304
(850) 606-3291
techdirector@fciaa.org

Mailing Address:
290 NW Peacock Blvd
#881254
Port Saint Lucie, FL 34988

Fort Pierce Police Department
920 S US Highway 1
Fort Pierce, FL 34950

July 31, 2022

Dear Chief Hobley-Burney,

I am writing to personally thank you and the Fort Pierce Police Department for allowing April Lee to serve as our Vice President of Membership. April has been instrumental to the Florida Crime and Intelligence Analyst Association since she started volunteering. Our Annual Conference was held June 14th – 16th and our attendees expressed their appreciation for April and her hard work that was seen during the conference. I also wanted to express my appreciation for her hard work prior to, during, and after the conference.

All our Board members worked tirelessly Monday, June 13th setting up for our conference, putting together handouts and name tags, and ensuring that all accommodations and necessities were in place. Each day of the conference our Board members worked anywhere from 10 – 12 hours. April was always one of the first to arrive and one of the last to leave. On Friday, June 17th, we had our clean-up day. Again, April made sure everything was complete and squared away prior to our departure.

I can truly see why your agency hired April. She is a true asset, and I just wanted to take the time to make sure your agency knew how much FCIAA appreciates her service.

Sincerely,

Rhea-Lyn Gerstenkorn
President

RECEIVED
AUG 11 2022
CHIEFS OFFICE/FPPD

City Commission Meeting & Budget Hearing - 5:05 pm

9. a.

Meeting Date: 09/06/2022

Re: Millage Rate

SUBJECT:

Mayor to announce the tentative millage rate which is 6.9; the millage rate exceeds the roll-back rate (6.2883), by 9.73%

Form Review

Form Started By: Linda Cox Started On: 07/20/2022 11:44 AM

Final Approval Date: 07/20/2022

City Commission Meeting & Budget Hearing - 5:05 pm

9. b.

Meeting Date: 09/06/2022

Re:

SUBJECT:

Overview of the proposed budget - Johnna Morris, Finance Director

Attachments

2023 Proposed Budget Presentation

Form Review

Form Started By: Linda Cox Started On: 07/20/2022 11:45 AM

Final Approval Date: 07/20/2022

THE SUNRISE CITY

FORT PIERCE

Florida



FY 2022/2023

OPERATING BUDGETS

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - REVENUE DETAIL

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Taxes					
311 10	Current Ad Valorem	$ 17,804,192	$ 18,005,932	$ 20,225,408	$ 23,225,539
311 15	Ad Valorem Adjustment Amount	(890,210)	0	(1,011,270)	(1,161,277)
311 20	Delinquent Ad Valorem	198,805	54,402	35,000	50,000
312 31	Local Option Gas Tax	1,216,573	1,297,480	1,200,000	1,350,000
312 32	New Local Option Gas Tax	845,502	894,899	850,000	950,000
314 10	Public Service Electricity	2,478,970	2,479,292	2,250,000	2,550,000
314 11	Electricity FPL	434,315	443,226	425,000	450,000
314 20	Telecommunications Tax	1,203,689	1,265,712	1,150,000	1,275,000
314 30	Public Service Water	330,698	373,638	400,000	375,000
319 10	Misc. Taxes	741	853	700	900
	Total Taxes	$ 23,623,274	$ 24,815,435	$ 25,524,838	$ 29,065,162
Licenses and Permits					
321 20	Business Tax Receipts	$ 305,633	$ 324,773	$ 300,000	$ 341,000
323 10	Planning & Zoning Fees	63,593	292,435	55,000	150,000
323 30	Amendments	23,819	54,379	25,000	25,000
323 60	Sign Fees	6,223	6,790	5,000	6,500
323 90	Miscellaneous	64,550	132,065	40,000	75,000
329 10	Animal Licenses	9,710	12,590	10,000	10,000
329 20	Lot Clearing Permits	835	2,337	500	1,000
329 92	Vendor Permit/Application Fees	1,300	600	1,200	600
329 93	Vendor Permit Fees	2,054	612	1,200	600
329 99	Other Licenses/Permits	9,063	16,732	7,500	10,000
	Total Licenses and Permits	$ 486,781	$ 843,313	$ 445,400	$ 619,700
Intergovernmental Revenues					
331 50	Disaster Relief/Federal	$ 552,820	$ 22,177	$ 0	$ 0
334 20	Public Safetey, Transportation, other Ste	0	36,839	0	0
334 50	Disaster Relief/State	16,897	0	0	0
334 51	American Rescue Plan	0	0	1,080,186	500,000
335 12	State Revenue Sharing	1,413,886	1,636,818	1,450,000	1,675,000
335 13	Half Cent Sales Tax	1,995,480	2,348,920	2,000,000	2,350,000

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - REVENUE DETAIL

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Intergovernmental Revenues contd.					
335 14	Mobile Home License	50,053	57,032	45,000	50,000
335 15	Beverage License	48,513	46,081	45,000	55,000
335 16	Infrastructure Sales Tax	1,862,508	2,171,741	1,900,000	2,300,000
335 22	Casualty Premium Tax	412,335	435,343	400,000	445,000
335 41	Fuel Tax Refund	47,741	47,532	47,000	50,000
338 20	County Shared Occup. License	56,660	58,310	55,000	60,000
339 10	Payments in Lieu of Tax-Hsg Auth	0	29,961	30,000	34,000
	Total Intergovernmental Rev.	$ 6,456,891	$ 6,890,754	$ 7,052,186	$ 7,519,000
Charges for Services					
341 30	Sale Maps and Publications	$ 0	$ 0	$ 100	$ 50
341 40	Certified Copying & Rec Search	42,157	62,044	45,000	55,000
341 41	Reproduction-City Hall	9,536	9,354	10,000	9,500
341 42	Application Fee	21,362	23,077	20,000	20,000
341 90	Investigative Surcharge	25,814	39,173	28,000	30,000
341 91	Jury Duty and Fees	26	0	100	100
341 92	Qualifying Fees	4,291	765	0	0
343 91	Lot Clearing-Admin. Charge	7,124	13,906	8,000	15,000
343 92	Rotation Towing-Admin. Charge	25,125	28,844	25,000	30,000
344 50	Parking Fines	20,430	38,534	30,000	55,000
344 51	Traffic Fines	33,923	33,269	30,000	35,000
345 90	Vacation Rental	0	2,343	0	100,000
347 40	Community Center/Bus. Social	59,310	75,330	70,000	75,000
347 42	Comm. Center Special Events	16,090	20,302	25,000	25,000
347 44	Comm. Center Rental Fees	8,063	28,813	20,000	30,000
347 48	Comm. Center Events	11,064	15,925	18,000	15,000
347 49	Comm. Center Insurance & Other	4,156	4,741	5,000	7,500
347 92	Youth Activity Funds	14,228	66,216	50,000	70,000
	Total Charges for Services	$ 302,697	$ 462,635	$ 384,200	$ 572,150
Fines and Forfeitures					
351 10	Court Fines	$ 3,344	$ 1,114	$ 5,000	$ 2,500
351 30	Police Education	6,041	6,057	5,000	6,000
354 10	Alarm Permit Violations	175,840	126,695	160,000	120,000

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - REVENUE DETAIL

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Fines and Forfeitures contd.					
354 20	License Penalties	7,557	8,725	10,000	9,000
354 30	Animal Control	4,001	7,859	5,000	6,500
354 50	Property Code Violations	141,018	97,010	150,000	100,000
	Total Fines & Forfeitures	$ 337,801	$ 247,460	$ 335,000	$ 244,000
Miscellaneous Revenues					
361 10	Interest on Investments	$ 67,723	$ 28,324	$ 60,000	$ 15,000
361 33	Other Interest Earnings	9,381	3,463	20,000	3,500
362 13	Rent - Little Jim	26,099	26,599	26,831	26,831
362 14	Rent - Old City Hall	0	22,500	0	0
362 15	Misc. Rental	3,034	1,545	2,500	3,000
363 10	Liens	10,167	79,039	10,000	75,000
363 40	Lot Clearing	21,423	29,768	15,000	40,000
363 50	Interest on Assessments	11	28	0	75
363 60	Emergency Repair Liens	5,921	13,430	7,500	6,000
364 41	Sale of Surplus Equipment	18,793	47,653	10,000	30,000
365 10	Sale of Scrap	0	0	0	0
366 90	Other Contributions/Donations	8,870	18,740	500	500
367 00	Gain/Loss on Sale of Investments	2,664	422	1,000	0
369 31	Reimbursement of Expenditures	215,048	297,493	150,000	275,000
369 32	Purchasing Card Rebate	62,482	45,551	55,000	50,000
369 34	Wellness Program	1,650	30,000	21,600	1,700
	Reimbursement Contractual Services				
369 43	Community Dev. Block Grant	2,893	96,095	0	0
369 45	Stormwater	545,474	323,173	700,000	700,000
369 46	Golf Course	33,000	33,000	33,000	33,000
369 47	Sunrise Theatre	33,000	33,000	33,000	33,000
369 49	Accidents	0	0	0	0
369 50	Other Misc Revenues	82,527	2,696	3,500	3,000

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - REVENUE DETAIL

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 51	Ft. Pierce Redevelopment Agcy	145,000	145,000	175,000	175,000
369 52	Marina	45,000	45,000	45,000	45,000
369 53	Solid Waste	80,000	80,000	80,000	80,000
369 55	Retirement & Benefit System	164,800	165,000	180,000	189,000
369 59	Police Department/Detail Work	63,580	5,588	70,000	70,000
369 61	Building Department	115,000	275,000	275,000	300,000
	Other Miscellaneous Reimbursements				
369 57	St. Lucie County	708,498	107,088	15,000	80,000
369 60	State of Florida	761,579	513,164	600,000	550,000
369 71	Keep Ft. Pierce Beautiful	26,000	15,000	15,000	15,000
369 85	Settlement of Claims	78,333	68,176	35,000	50,000
369 90	Other Misc. Revenues	10,360	9,173	5,000	10,000
	Total Miscellaneous Revenues	$ 3,348,311	$ 2,559,865	$ 2,644,431	$ 2,859,606
Interfund Transfers					
381 23	Special Revenue Fund	$ 0	$ 0	$ 0	$ 0
381 89	Restricted Fund	103,658	132,073	360,000	626,000
381 91	FPRA	3,263,585	3,236,684	3,586,152	3,845,404
381 94	Solid Waste	0	0	80,000	38,055
381 95	Building	5,394	7,364	7,331	4,455
	Total Interfund Transfers	$ 3,372,637	$ 3,376,121	$ 4,033,483	$ 4,513,914
Contribution from Enterprise Funds					
382 10	Electricity	$ 4,043,580	$ 4,108,062	$ 4,154,724	$ 4,138,584
382 20	Water	1,046,790	1,143,515	1,189,968	1,210,206
382 30	Gas	266,358	252,956	300,228	293,910
382 40	Sewer	878,700	815,402	866,922	873,264
382 41	UA Other	40,839	22,510	67,116	3,150
382 50	Solid Waste Transfer	934,031	511,100	865,000	825,000
382 55	Golf Course Transfer	0	0	0	0
382 60	Marina Transfer	250,000	250,000	250,000	275,000
	Total Contribution from Enterprise	$ 7,460,298	$ 7,103,545	$ 7,693,958	$ 7,619,114

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - REVENUE DETAIL

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Installment Purchases					
383 00	Loan Proceeds	$ 0	$ 0	$ 0	$ 0
383 10	Capital Lease Proceeds	1,635,073	0	0	0
	Total Installment Purchases	$ 1,635,073	$ 0	$ 0	$ 0
	Total Revenue	$ 47,023,762	$ 46,299,129	$ 48,113,496	$ 53,012,646
	Appropriated Fund Balance	0	0	0	0
	Restricted Revenue	(400,000)	(400,000)	(600,000)	(600,000)
	Unrestricted Fund Balance	(685,788)	(680,026)	0	0
TOTAL GENERAL FUND RESOURCES		**$ 45,937,974**	**$ 45,219,103**	**$ 47,513,496**	**$ 52,412,646**

Budget for Fiscal Year 2022/23

PERSONNEL SERVICES COST BY DEPARTMENT/DIVISION

	Department/Division	2022 Funded Positions	2023 Funded Positions	Salaries	Overtime	FICA	Retirement	Life/Health Insurance	Dental Insurance	Workers' Comp	Total
General Fund											
10 00	City Commission	5	5	$147,560	$0	$13,354	$19,059	$44,104	$1,780	$236	$226,093
13 00	City Manager	7	7	596,662	0	45,943	101,951	94,217	4,447	952	844,173
14 00	City Attorney	3	5	468,537	0	36,256	80,260	56,609	3,145	682	645,490
16 00	City Clerk	5	5	305,185	0	23,760	52,278	39,004	1,952	488	422,667
22 00	Human Resources	5	5	387,934	0	30,090	53,254	73,329	2,670	621	547,898
24 00	Finance	10	11	787,400	6,000	60,649	125,739	128,157	6,089	1,260	1,115,294
25 00	Information Technology	9	12	795,652	15,000	62,428	138,865	150,728	7,647	1,297	1,171,616
26 00	Purchasing	4	4	245,662	0	18,793	42,082	37,805	1,300	393	346,035
29 01	Planning	6	7	513,556	0	39,700	87,972	66,985	2,579	822	711,614
29 03	Code Enforcement	13	15	705,881	10,000	55,178	122,630	136,317	6,264	17,226	1,053,496
30 00	Police (Combined)	165	166	10,241,935	600,000	829,408	1,542,323	1,856,257	88,888	337,999	15,496,810
40 00	Public Works (Combined)	64	66	3,012,635	75,076	236,210	495,246	749,368	37,849	156,980	4,763,365
44 00	Engineering	8	9	813,959	5,000	63,477	105,607	136,925	5,319	14,688	1,144,974
45 04	Leisure Services	7	6	223,375	0	17,088	38,264	41,010	2,413	2,093	324,244
60 00	Administrative	0	0	0	0	0	445,000	100,800	0	0	545,800
	General Fund Total	**311**	**323**	**$19,245,934**	**$711,076**	**$1,532,334**	**$3,450,531**	**$3,711,616**	**$172,341**	**$535,737**	**$29,359,568**
Enterprise & Special Revenue Funds											
29 02	Building Inspections	24	29	1,415,711	5,000	109,098	243,368	268,492	13,963	22,636	2,078,267
30 05	Police Grants	8	10	484,062	5,000	37,413	35,250	103,271	4,863	12,756	682,615
30 07	Police Grants/FPRA	5	5	262,275	5,000	20,064	38,345	36,802	1,716	9,180	373,381
41 00	Marina	7	7	413,536	5,000	32,431	62,324	65,884	3,258	9,814	592,246
42 00	Solid Waste	38	39	1,916,538	50,000	150,440	287,439	400,363	20,812	81,570	2,907,162
45 00	Golf Course	5	4	259,444	0	19,847	44,443	34,929	2,048	4,670	365,382
46 00	Sunrise Theatre	3	4	307,319	5,000	24,305	40,769	69,052	2,210	5,216	453,871
90 00	CDBG	4	5	298,756	0	22,893	51,263	49,879	2,426	479	425,696
94 00	FPRA	1	0	0	0	0	0	0	0	0	0
	Enterprise Funds Total	**95**	**103**	**5,357,641**	**75,000**	**416,492**	**803,200**	**1,028,670**	**51,296**	**146,321**	**7,878,620**
	TOTAL ALL FUNDS	**406**	**426**	**$24,603,575**	**$786,076**	**$1,948,826**	**$4,253,730**	**$4,740,286**	**$223,637**	**$682,057**	**$37,238,188**

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
City Commission					
10 00	Personnel Services	$ 206,333	$ 208,280	$ 229,863	$ 226,093
	Operating Expense	29,642	39,816	50,054	56,304
	Capital Outlay	0	1,029	0	0
		$ 235,975	$ 249,125	$ 279,917	$ 282,397
City Manager					
13 00	Personnel Services	$ 810,744	$ 841,556	$ 829,353	$ 844,173
	Operating Expense	59,513	63,166	57,575	60,975
	Capital Outlay	2,629	519	0	0
		$ 872,886	$ 905,241	$ 886,928	$ 905,148
City Attorney					
14 00	Personnel Services	$ 410,556	$ 407,776	$ 431,446	$ 645,490
	Operating Expense	73,538	211,804	153,800	155,000
	Capital Outlay	0	0	0	0
		$ 484,094	$ 619,580	$ 585,246	$ 800,490
City Clerk					
16 00	Personnel Services	$ 296,752	$ 257,089	$ 397,592	$ 422,667
	Operating Expense	38,038	69,006	32,815	34,015
	Capital Outlay	2,293	0	0	0
		$ 337,083	$ 326,095	$ 430,407	$ 456,682

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Human Resources					
22 00	Personnel Services	$ 398,647	$ 399,405	$ 440,136	$ 547,898
	Operating Expense	63,932	70,118	76,475	83,275
	Capital Outlay	2,007	3,882	0	0
		$ 464,586	$ 473,404	$ 516,611	$ 631,173
Finance					
24 00	Personnel Services	$ 858,859	$ 883,035	$ 967,091	$ 1,115,294
	Operating Expense	33,411	39,495	48,500	51,700
	Capital Outlay	0	0	0	0
		$ 892,270	$ 922,530	$ 1,015,591	$ 1,166,994
Information Technology					
25 00	Personnel Services	$ 668,641	$ 718,228	$ 859,924	$ 1,171,616
	Operating Expense	545,460	658,319	789,600	940,875
	Capital Outlay	13,364	4,639	0	0
		$ 1,227,465	$ 1,381,187	$ 1,649,524	$ 2,112,491
Purchasing					
26 00	Personnel Services	$ 289,416	$ 299,900	$ 320,224	$ 346,035
	Operating Expense	20,739	16,320	28,300	30,315
	Capital Outlay	0	0	0	0
		$ 310,155	$ 316,220	$ 348,524	$ 376,350
Planning					
29 01	Personnel Services	$ 524,457	$ 545,431	$ 612,010	$ 711,614
	Operating Expense	75,779	48,662	98,700	85,900
	Capital Outlay	1,761	0	0	0
		$ 601,998	$ 594,093	$ 710,710	$ 797,514

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Community Response/Code Enforcement					
29 03	Personnel Services	$ 759,102	$ 826,185	$ 816,516	$ 1,053,496
	Operating Expense	445,776	439,368	763,635	973,835
	Capital Outlay	966	4,829	0	0
		$ 1,205,844	$ 1,270,383	$ 1,580,151	$ 2,027,331
Police					
Combined	Personnel Services	$ 13,680,305	$ 13,553,989	$ 14,315,406	$ 15,496,810
	Operating Expense	1,494,559	1,555,415	1,419,000	1,492,000
	Capital Outlay	300,101	133,439	0	0
		$ 15,474,964	$ 15,242,844	$ 15,734,406	$ 16,988,810
Public Works/Director					
40 02	Personnel Services	$ 58,301	$ 61,155	$ 74,065	$ 69,395
	Operating Expense	78,843	85,175	71,200	71,960
	Capital Outlay	3,810	0	0	0
		$ 140,954	$ 146,330	$ 145,265	$ 141,355
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 545,110	$ 551,408	$ 735,950	$ 791,953
	Operating Expense	47,375	35,249	32,950	34,600
	Capital Outlay	0	1,437	0	0
		$ 592,485	$ 588,094	$ 768,900	$ 826,553
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 545,128	$ 547,418	$ 772,034	$ 846,970
	Operating Expense	516,883	457,816	361,500	405,500
	Capital Outlay	3,600	12,240	0	0
		$ 1,065,611	$ 1,017,474	$ 1,133,534	$ 1,252,470

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,396,455	$ 1,546,522	$ 1,513,548	$ 1,720,638
	Operating Expense	787,765	876,793	783,500	810,500
	Capital Outlay	55,174	0	0	0
		$ 2,239,394	$ 2,423,315	$ 2,297,048	$ 2,531,138
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,006,070	$ 1,069,036	$ 1,204,770	$ 1,334,409
	Operating Expense	940,304	965,102	931,850	1,088,350
	Capital Outlay	0	0	35,000	0
		$ 1,946,374	$ 2,034,138	$ 2,171,620	$ 2,422,759
Engineering					
44 00	Personnel Services	$ 862,620	$ 862,988	$ 871,851	$ 1,144,974
	Operating Expense	269,578	404,929	521,434	499,750
	Capital Outlay	0	0	0	0
		$ 1,132,198	$ 1,267,917	$ 1,393,285	$ 1,644,724
Riverwalk Center					
45 04	Personnel Services	$ 182,653	$ 185,911	$ 283,938	$ 324,244
	Operating Expense	97,216	148,302	134,750	186,850
	Capital Outlay	0	0	0	0
		$ 279,869	$ 334,213	$ 418,688	$ 511,094

Proposed Budget for Fiscal Year 2022/23

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Administrative					
60 00	Personnel Services	$ 486,421	$ 651,093	$ 480,000	$ 545,800
	Operating Expense	5,819,430	5,704,034	6,379,582	7,157,889
	Capital Outlay	5,272,858	3,373,320	2,425,000	2,825,000
	Grants and Aid	197,127	188,021	201,500	343,000
	Non-Oper. Transfer	4,657,934	5,190,454	5,961,058	5,665,485
		$ 16,433,769	$ 15,106,922	$ 15,447,140	$ 16,537,174
All Departments					
	Personnel Services	$ 23,986,570	$ 24,416,405	$ 26,155,718	$ 29,359,568
	Operating Expense	11,437,781	11,888,890	12,735,220	14,219,593
	Capital Outlay	5,658,563	3,535,334	2,460,000	2,825,000
	Grants and Aid	197,127	188,021	201,500	343,000
	Non-Oper. Transfer	4,657,934	5,190,454	5,961,058	5,665,485
TOTAL GENERAL FUND EXPENDITURES		**$ 45,937,974**	**$ 45,219,104**	**$ 47,513,496**	**$ 52,412,646**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**City Commission**
Fund/Division Number: 1000		**Division:**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Mayor/Commissioner	1	1	1	1
Commissioners	4	4	4	4
Total Budgeted Staffing Level	5	5	5	5

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages-Mayor	$ 33,702	$ 35,075	$ 38,204	$ 36,301
1010	Salaries and Wages-Commissioners	103,422	103,676	118,872	111,259
1030	Accrued Compensation	0	0	0	0
2010	FICA	12,126	11,802	13,623	13,354
2020	Retirement Contributions	17,276	17,354	19,495	19,059
2030	Life & Health Insurance	37,385	38,292	37,640	44,104
2035	Dental Insurance	1,910	1,818	1,761	1,780
2040	Workers' Compensation	511	262	267	236
	Total Personnel Services	$ 206,333	$ 208,280	$ 229,863	$ 226,093
Operating Expense					
4010	Car Allowance	$ 21,000	$ 20,300	$ 21,000	$ 27,000
4030	Conferences	2,952	5,155	15,000	15,000
4110	Communications	3,963	9,176	9,000	9,000
4120	Freight and Postage	4	257	100	100
4675	Software Maintenance	440	48	0	0
4710	Reproduction	59	0	59	59
4810	Advertising	495	0	1,695	1,695
4990	Miscellaneous Expense	265	237	1,500	1,500
5110	Office Supplies	205	3,799	500	500
5250	Uniforms	0	370	500	750
5410	Books, Pubs, Subscriptions & Mbrshp	260	475	700	700
	Total Operating Expense	$ 29,642	$ 39,816	$ 50,054	$ 56,304
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 1,029	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 1,029	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 235,975**	**$ 249,125**	**$ 279,917**	**$ 282,397**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**City Manager**
Fund/Division Number: 1300		**Division:**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
City Manager	1	1	1	1
Executive Assist/City Manager	1	1	1	1
Communication & Marketing Manager	1	1	1	1
Special Projects Coordinator	1	1	1	1
Administrative Assistant	1	1	1	1
Redevelopment Specialist	0	0	0	2
Risk Management Admin. Specialist	1	1	1	0
Risk Manager	1	1	1	0
Marketing Specialist	1	1	0	0
Total Budgeted Staffing Level	8	8	7	7

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 569,130	$ 593,017	$ 590,786	$ 589,162
1030	Accrued Compensation	7,368	9,531	9,500	7,500
1040	Overtime	0	0	0	0
2010	FICA Taxes	41,585	43,340	46,243	45,943
2020	Retirement Contributions	96,579	101,030	98,447	101,951
2030	Life & Health Insurance	89,045	88,838	78,964	94,217
2035	Dental Insurance	5,106	4,682	4,394	4,447
2040	Workers' Compensation	1,931	1,117	1,020	952
	Total Personnel Services	$ 810,744	$ 841,556	$ 829,353	$ 844,173
Operating Expense					
3495	Temporary Employee Services	$ 0	$ 718	$ 0	$ 0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel and Education	4,631	7,875	8,000	10,000
4030	Conferences	0	0	0	0
4110	Communications	6,363	13,123	9,500	9,500
4120	Freight and Postage	733	833	600	600
4410	Equipment Rental	3,832	3,319	5,000	5,000
4420	Vehicle	0	0	0	0
4650	Repairs & Maint. Service/Vehicle	3	0	0	0
4651	Vehicle Parts	0	124	200	200
4660	Equipment Maintenance	0	0	500	500

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: City Manager**
Fund/Division Number: 1300 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4675	Software Maintenance	4,274	441	2,500	2,500
4720	Outside Printing	3,114	63	4,700	4,700
4810	Advertising	17,712	19,619	5,000	5,000
4990	Miscellaneous Expense	3,666	2,774	5,500	5,500
4990	Misc. Expense/Special Events	0	0	0	0
5110	Office Supplies	3,840	2,770	5,000	5,000
5120	EDP Supplies	37	160	0	0
5150	Misc. Equipment Expense	957	702	0	0
5210	Gas & Oil	157	97	675	875
5250	Uniforms	679	663	700	700
5410	Books, Pubs, Subscriptions & Mbrshp	5,315	5,687	5,500	5,500
	Total Operating Expense	$ 59,513	$ 63,166	$ 57,575	$ 60,975
Capital Outlay					
6410	Office Equipment & Machinery	$ 2,629	$ 519	$ 0	$ 0
	Total Capital Outlay	$ 2,629	$ 519	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 872,886**	**$ 905,241**	**$ 886,928**	**$ 905,148**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General	**Department: City Attorney**
Fund/Division Number: 1400	**Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
City Attorney	1	1	1	1
Asst. City Attorney	2	2	1	1
Risk Manager	0	0	0	1
Risk Management Admin. Specialist	0	0	0	1
Legal Secretary	1	1	1	1
Total Budgeted Staffing Level	4	4	3	5

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 305,855	$ 305,102	$ 317,984	$ 466,537
1030	Accrued Compensation	0	2,417	5,000	2,000
2010	FICA Taxes	21,919	21,027	25,030	36,256
2020	Retirement Contributions	23,395	25,064	25,493	80,260
2026	Retirement Contributions/ICMA	11,625	11,060	11,728	0
2030	Life & Health Insurance	43,095	39,973	42,959	56,609
2035	Dental Insurance	3,069	2,632	2,799	3,145
2040	Workers' Compensation	1,599	501	454	682
	Total Personnel Services	$ 410,556	$ 407,776	$ 431,446	$ 645,490
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	$ 0
3120	Legal Fees	0	653	0	0
3121	Legal Fees-Civil Service/HR	0	0	0	0
3125	Trial Extra Ordinary Services	0	0	0	0
3135	Outside Labor Attorney	0	0	0	0
3136	Outside Attorney/Consultants	32,160	161,004	125,000	125,000
3490	Contractual Fees	16,789	20,359	0	0
3495	Temporary Employee Services	0	7	0	0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel & Education	0	2,181	2,500	2,500
4030	Conferences	1,937	2,448	2,500	2,500
4110	Communications	3,573	6,444	4,000	4,000
4120	Freight and Postage	26	19	500	500
4410	Equipment Rental	0	112	0	0

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: City Attorney**
Fund/Division Number: 1400 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	264	0	0	0
4710	Reproduction	3,091	2,674	2,000	2,000
4720	Outside Printing	0	0	100	100
4810	Advertising	114	724	0	0
4990	Miscellaneous Expense	487	1,466	1,000	1,000
5110	Office Supplies	911	423	2,500	2,500
5120	EDP Supplies	0	56	500	500
5150	Miscellaneous Equipment	215	192	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	9,772	8,843	9,000	9,000
	Total Operating Expense	$ 73,538	$ 211,804	$ 153,800	$ 155,000
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 484,094**	**$ 619,580**	**$ 585,246**	**$ 800,490**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**City Clerk**
Fund/Division Number: 1600		**Division:**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
City Clerk	1	1	1	1
Deputy City Clerk/Permit Specialist	3	3	3	3
Records Management Coordinator	0	0	1	1
Total Budgeted Staffing Level	4	4	5	5

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 196,950	$ 176,222	$ 271,037	$ 302,685
1030	Accrued Compensation	2,196	2,196	3,500	2,500
1040	Overtie	0	0	0	0
2010	FICA Taxes	14,422	13,112	21,323	23,760
2020	Retirement Contributions	33,333	29,680	45,024	52,278
2030	Life & Health Insurance	46,325	33,561	52,918	39,004
2035	Dental Insurance	2,784	1,932	3,324	1,952
2040	Workers' Compensation	742	387	467	488
	Total Personnel Services	$ 296,752	$ 257,089	$ 397,592	$ 422,667
Operating Expense					
3480	Election Fees	$ 0	$ 0	$ 0	$ 0
3490	Contractual Fees	593	913	750	750
3495	Temporary Employee Svcs.	5,106	36,050	0	0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel and Education	3,768	1,950	6,000	6,000
4110	Communications	3,283	3,435	4,700	4,700
4120	Freight and Postage	3,101	3,255	3,000	3,000
4410	Equipment Rental	5,191	3,588	3,510	3,510
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	1,046	0	0	0
4710	Reproduction	(23)	35	500	500
4720	Outside Printing	813	597	400	400
4810	Advertising	268	1,476	475	475

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: City Clerk**
Fund/Division Number: 1600 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4960	Administrative Charges	5,378	9,875	6,000	6,000
4990	Miscellaneous Expenses	7	65	0	0
5110	Office Supplies	1,437	692	1,400	1,400
5120	EDP Supplies	209	957	1,000	1,000
5150	Misc. Equipment Expense	0	0	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	3,660	1,920	880	880
	Total Operating Expense	$ 38,038	$ 69,006	$ 32,815	$ 34,015
Capital Outlay					
6410	Office Equip & Machinery	$ 2,293	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 2,293	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 337,083**	**$ 326,095**	**$ 430,407**	**$ 456,682**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department: Human Resources**		
Fund/Division Number: 2200		**Division:**		

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Human Resources Manager	1	1	1	1
Human Resources Coordinator	1	1	1	1
Human Resources Technician	1	1	1	1
Switchboard Operator	1	1	1	1
Human Resources Generalist	0	0	1	1
Executive Assistant	1	1	0	0
Total Budgeted Staffing Level	5	5	5	5

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 286,621	$ 277,148	$ 314,573	$ 384,934
1030	Accrued Compensation	3,665	14,770	4,000	3,000
1040	Overtime	0	0	0	0
2010	FICA Taxes	21,791	21,985	24,692	30,090
2020	Retirement Contributions	38,054	36,872	40,784	53,254
2030	Life & Health Insurance	44,167	45,676	52,918	73,329
2035	Dental Insurance	3,436	2,396	2,627	2,670
2040	Workers' Compensation	912	557	542	621
	Total Personnel Services	$ 398,647	$ 399,405	$ 440,136	$ 547,898
Operating Expense					
3120	Legal Fees	$ 9,473	$ 6,693	$ 12,500	$ 12,500
3180	Medical Services	25,744	20,678	30,000	30,000
3190	Consultant Fees	0	0	1,000	5,000
3490	Misc. Contractual Fees	0	0	500	500
3495	Temporary Employee Svcs.	0	13,804	0	0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel and Education	2,187	768	5,000	5,000
4110	Communications	2,761	3,851	5,000	5,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Human Resources**
Fund/Division Number: 2200 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4120	Freight and Postage	5	11	500	500
4410	Equipment Rental	3,430	4,143	4,000	4,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	7	10	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Mainteneance	88	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	0	833	1,000	1,000
4810	Advertising	0	0	500	500
4850	Service Awards	3,797	3,294	3,500	4,000
4990	Miscellaneous Expenses	4,321	1,437	1,000	1,000
5110	Office Supplies	3,776	5,849	2,000	2,000
5120	EDP Supplies	882	0	1,500	1,500
5150	Misc. Equipment Expense	120	127	900	900
5210	Gas & Oil	349	379	375	475
5410	Books,Pubs,Subscriptions & Mbrshp	2,792	4,041	3,000	4,000
	Total Operating Expense	$ 63,932	$ 70,118	$ 76,475	$ 83,275
Capital Outlay					
6410	Office Equip & Machinery	$ 2,007	$ 3,882	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 2,007	$ 3,882	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 464,586**	**$ 473,404**	**$ 516,611**	**$ 631,173**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Finance**
Fund/Division Number: 2400 **Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Director of Finance	1	1	1	1
Chief Accountant	1	1	1	1
Accountant	1	1	1	1
Senior Accounting Analyst	4	4	4	4
Payroll & Benefits Coordinator	1	1	1	1
Pension Analyst	1	1	1	1
Executive Assistant	1	1	1	1
Budget Coordinator	0	0	0	1
Total Budgeted Staffing Level	10	10	10	11

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 587,516	$ 613,807	$ 678,129	$ 774,400
1030	Accrued Compensation	4,610	10,401	9,000	13,000
1040	Overtime	6,468	0	6,000	6,000
2010	FICA Taxes	42,910	45,193	53,346	60,649
2020	Retirement Contributions	100,234	98,826	105,303	125,739
2030	Life & Health Insurance	107,905	107,083	107,596	128,157
2035	Dental Insurance	7,179	6,582	6,539	6,089
2040	Workers' Compensation	2,039	1,143	1,178	1,260
	Total Personnel Services	$ 858,859	$ 883,035	$ 967,091	$ 1,115,294
Operating Expense					
3490	Misc. Contractual Fees	$ 350	$ 3,183	$ 0	$ 0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel and Education	4,875	925	8,000	10,000
4110	Communications	5,061	9,367	4,800	4,800
4120	Freight and Postage	2,954	2,689	3,000	3,000
4660	Equipment Maintenance	0	0	3,000	3,000
4675	Software Maintenance	88	0	0	0
4720	Outside Printing	790	464	1,500	1,500
4810	Advertising	1,421	1,298	2,000	2,000
4960	Administrative Charges	3,014	5,954	5,500	5,500
4990	Miscellaneous Expenses	3,609	3,050	5,000	5,000

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Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Finance**
Fund/Division Number: 2400 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense, contd.					
5110	Office Supplies	3,607	3,171	5,000	5,000
5120	EDP Supplies	1,823	2,659	5,000	5,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,619	2,537	1,500	1,500
	Total Operating Expense	$ 33,411	$ 39,495	$ 48,500	$ 51,700
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 892,270**	**$ 922,530**	**$ 1,015,591**	**$ 1,166,994**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Information Technology**
Fund/Division Number: 2500 **Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
IT Director	0	0	1	1
GIS Analyst II	1	1	1	1
GIS Analyst I	0	0	1	1
Systems Analyst II	1	1	1	1
Systems Analyst I	0	0	1	2
ERP Business Systems Analyst	2	2	1	1
Administrative Assistant	1	1	1	1
IT Media Specialist	1	1	1	1
IT Communications Specialist	1	1	1	1
Network Administrator	0	0	0	1
Systems Administrator	0	0	0	1
IT Manager	1	1	0	0
Total Budgeted Staffing Level	8	8	9	12

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 420,668	$ 456,004	$ 575,855	$ 790,152
1030	Accrued Compensation	6,412	7,748	8,000	5,500
1040	Overtime	31,626	31,143	15,000	15,000
2010	FICA Taxes	33,424	36,144	46,134	62,428
2020	Retirement Contributions	76,282	82,884	98,212	138,865
2030	Life & Health Insurance	92,815	97,760	109,904	150,728
2035	Dental Insurance	5,819	5,719	5,800	7,647
2040	Workers' Compensation	1,594	825	1,018	1,297
	Total Personnel Services	$ 668,641	$ 718,228	$ 859,924	$ 1,171,616
Operating Expense					
3190	Consultant Fees	$ 51,178	$ 41,781	$ 60,000	$ 60,000
3490	Misc. Contractual Fees	17,482	6,498	1,000	1,000
3495	Temporaty Employee Services	0	0	0	0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel and Education	5,969	12,319	15,000	15,000
4110	Communications	11,753	26,721	30,000	30,000
4120	Freight and Postage	1	10	500	500
4410	Equipment Rental	0	0	20,000	20,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		Department:	Information Technology			
Fund/Division Number: 2500		Division:				
			2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.						
4651	Vehicle Parts		11	3	0	0
4660	Equipment Maintenance		0	28	500	500
4670	Computer Maintenance		23,920	9,826	30,000	30,000
4675	Software Maintenance		411,321	543,713	600,000	750,000
4710	Reproduction		0	0	0	0
4720	Outside Printing		0	0	0	0
4810	Advertising		0	39	15,000	15,000
4990	Miscellaneous Expenses		1,893	3,808	1,500	1,500
5110	Office Supplies		3,544	1,125	1,200	1,200
5120	EDP Supplies		12,814	6,350	9,950	9,950
5150	Miscellaneous Equipment		1,018	1,047	0	0
5210	Gas & Oil		65	44	250	325
5410	Books,Pubs,Subscriptions & Mbrshp		290	808	500	500
	Total Operating Expense		$ 545,460	$ 658,319	$ 789,600	$ 940,875
Capital Outlay						
6410	Office Equip & Machinery		$ 4,641	$ 4,639	$ 0	$ 0
6420	Furniture & Furnishings		8,724	0	0	0
	Total Capital Outlay		$ 13,364	$ 4,639	$ 0	$ 0
	TOTAL APPROPRIATIONS		**$ 1,227,465**	**$ 1,381,187**	**$ 1,649,524**	**$ 2,112,491**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**Purchasing**
Fund/Division Number: 2600		**Division:**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Purchasing Manager	1	1	1	1
Purchasing Agent	2	2	2	2
Purchasing Specialist	1	1	1	1
Total Budgeted Staffing Level	4	4	4	4

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 207,622	$ 214,059	$ 231,900	$ 244,162
1030	Accrued Compensation	1,933	3,587	3,000	1,500
1040	Overtime	0	422	0	0
2010	FICA Taxes	15,647	16,542	17,970	18,793
2020	Retirement Contributions	35,079	36,563	38,524	42,082
2030	Life & Health Insurance	27,001	27,025	27,131	37,805
2035	Dental Insurance	1,425	1,305	1,300	1,300
2040	Workers' Compensation	709	398	399	393
	Total Personnel Services	$ 289,416	$ 299,900	$ 320,224	$ 346,035
Operating Expense					
3490	Misc. Contractual Fees	$ 171	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	2,242	260	5,000	7,000
4110	Communications	2,823	3,089	5,000	5,000
4120	Freight and Postage	510	549	1,500	1,500
4410	Equipment Rental	5,858	4,182	5,000	5,000
4651	Vehicle Parts	0	0	100	100
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	88	0	0	0
4810	Advertising	5,799	3,882	6,000	6,000
4990	Miscellaneous Expenses	1,186	899	1,500	1,500
5110	Office Supplies	1,822	2,820	3,000	3,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Purchasing**
Fund/Division Number: 2600 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense, contd.					
5120	EDP Supplies	39	39	150	150
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	50	65
5410	Books,Pubs,Subscriptions & Mbrshp	200	600	1,000	1,000
	Total Operating Expense	$20,739	$16,320	$28,300	$30,315
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 310,155**	**$ 316,220**	**$ 348,524**	**$ 376,350**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**Planning**
Fund/Division Number: 2901		**Division:**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Senior Planner	0	0	2	1
Planner	1	1	0	1
Historic Preservation Officer	1	1	1	1
Planning & Development Organizer	0	0	0	1
Growth Management Coordinator	0	0	0	1
Executive Assistant	0	0	1	0
Planning Systems Analyst	1	1	0	0
Administrative Assistant	1	1	0	0
Total Budgeted Staffing Level	6	6	6	7

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 362,561	$ 380,493	$ 432,875	$ 511,556
1030	Accrued Compensation	2,735	2,104	3,000	2,000
1040	Overtime	0	0	0	0
2010	FICA Taxes	26,796	28,179	33,666	39,700
2020	Retirement Contributions	61,165	63,996	71,484	87,972
2030	Life & Health Insurance	66,377	66,651	66,919	66,985
2035	Dental Insurance	3,592	3,315	3,326	2,579
2040	Workers' Compensation	1,231	693	741	822
	Total Personnel Services	$ 524,457	$ 545,431	$ 612,010	$ 711,614
Operating Expense					
3140	Contractual Planning	$ 11,390	$ 0	$ 40,000	$ 25,000
3490	Contractual Fees	4,874	674	1,000	1,000
3495	Temp Employee Svc	4,071	0	0	0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel and Education	579	1,262	6,000	6,000
4110	Communications	4,306	5,170	6,000	6,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Planning**
Fund/Division Number: 2901 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4120	Freight and Postage	2,089	1,733	1,500	2,500
4410	Equipment Rental	11,825	8,258	7,500	7,500
4651	Vehicle Parts	16	3	500	500
4675	Software Maintenance	176	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	2,686	449	1,000	1,000
4810	Advertising	19,665	21,788	22,500	22,500
4990	Miscellaneous Expenses	2,003	920	1,000	1,000
5110	Office Supplies	2,650	1,296	4,000	4,000
5120	EDP Supplies	0	372	500	500
5210	Gas and Oil	398	54	500	500
5232	Other Supplies	0	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	4,852	2,482	2,000	2,000
	Total Operating Expense	$ 75,779	$ 48,662	$ 98,700	$ 85,900
Capital Outlay					
6410	Office Equipment & Machinery	$ 1,761	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 1,761	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 601,998**	**$ 594,093**	**$ 710,710**	**$ 797,514**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General	**Department:**	**Code Enforcement**	
Fund/Division Number: 2903	**Division:**		

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Director of Community Response	1	1	1	1
Code Compliance Supervisor	1	1	1	1
Code Enforcement Officer (FT)	4	4	4	5
Executive Assistant	1	1	1	1
Admimistrative Assistant	1	1	1	1
Animal Control Officer	3	3	3	4
Code Enforcement/ParkingSpecialist (PT)	1	1	2	1
Animal Shelter Administrator	0	0	0	1
Total Budgeted Staffing Level	12	12	13	15

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 458,998	$ 481,526	$ 545,485	$ 700,881
1030	Accrued Compensation	4,801	12,132	5,000	5,000
1040	Overtime	54,122	79,614	10,000	10,000
2010	FICA Taxes	39,573	43,547	43,198	55,178
2020	Retirement Contributions	85,492	90,870	91,920	122,630
2030	Life & Health Insurance	97,795	100,137	99,360	136,317
2035	Dental Insurance	5,630	5,199	4,794	6,264
2040	Workers' Compensation	12,691	13,160	16,759	17,226
	Total Personnel Services	$ 759,102	$ 826,185	$ 816,516	$ 1,053,496
Operating Expense					
3440	Demolition	$ 640	$ 400	$ 6,435	$ 6,435
3449	Nuisance Abatement	86,690	6,097	80,000	80,000
3450	Lot Clearing	0	0	0	0
3490	Contractual Fees	5,805	6,192	7,000	7,000
3491	Humane Society	133,000	136,783	135,000	300,000
3492	Spay/Neuter Vouchers	22,470	22,085	30,000	30,000
3495	Temp Employee Svc	27,238	2,658	0	0
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel and Education	3,670	3,325	6,000	6,000
4110	Communications	11,176	15,186	16,000	16,000
4120	Freight and Postage	12,095	13,677	12,000	12,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Code Enforcement**
Fund/Division Number: 2903 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4410	Equipment Rental	7,247	5,529	5,000	5,000
4650	Vehicle Maintenance	508	0	1,000	1,000
4651	Vehicle Parts	1,936	4,208	5,000	5,000
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	9,101	10,675	9,000	9,000
4680	Radio Mainteneance	208	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	1,861	1,514	1,000	1,000
4810	Advertising	309	0	500	500
4960	Administrative Fees	66,603	50,681	52,000	52,000
4990	Miscellaneous Expenses	7,440	4,102	2,000	2,000
5110	Office Supplies	3,125	3,392	3,000	3,000
5120	EDP Supplies	814	387	0	0
5150	Miscellaneous Equipment	1,660	2,798	0	0
5210	Gas and Oil	9,952	13,540	13,000	17,000
5221	Animal Control Supplies	671	1,313	1,000	1,000
5222	Animal Care & Services	5,319	4,629	5,000	5,000
5223	Medical/Pharmaceutical Supplies	3,532	1,670	2,500	2,500
5224	Animal Registrations	3,000	2,935	3,000	3,000
5231	Safety Supplies	0	0	0	0
5232	Other Supplies	2,083	1,997	2,000	2,000
5250	Uniforms	3,047	1,072	1,000	1,000
5253	Clean & Safe Initiative	9,858	117,913	360,000	400,000
5410	Books,Pubs,Subscriptions & Mbrshp	520	410	1,000	1,000
	Total Operating Expense	$ 445,776	$ 439,368	$ 763,635	$ 973,835
Capital Outlay					
6410	Equipment & Machinery	$ 966	$ 2,395	$ 0	$ 0
6420	Furniture & Furnishings	0	2,434	0	0
	Total Capital Outlay	$ 966	$ 4,829	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,205,844**	**$ 1,270,383**	**$ 1,580,151**	**$ 2,027,331**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Police**
Fund/Division Number: 3000 **Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Chief of Police	1	1	1	1
Deputy Chief of Police	2	2	2	2
Police Major	1	1	1	1
Lieutenant	7	7	7	7
Sergeant	15	15	15	15
Police Officer	98	98	101	101
Public Information Officer	1	1	1	1
Comm. Service Officers	5	5	5	5
Crime Scene Investigator	3	3	3	3
Crime Analyst	2	2	3	3
Evidence Technician	1	1	1	1
Executive Assistant	2	2	1	1
Police Payroll Specialist	1	1	1	1
Grant Writer	1	1	1	1
Records Specialists	4	4	4	4
Records Supervisor	1	1	1	1
School Crossing Guard (p/t)	8	8	8	8
Administrative Assistant	3	3	3	3
Senior Accounting Clerk	1	1	1	1
Information System Administrator	2	2	1	1
Information Systems Analyst II	0	0	1	1
Information Systems Analyst I	0	0	0	1
Digital Evidence Specialist II	0	0	1	1
Digital Evidence Specialist I	0	0	1	1
Accreditation Manager	1	1	1	1
Fiscal Manager	1	1	0	0
Total Budgeted Staffing Level	161	161	165	166

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Police**
Fund/Division Number: 3000 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	7,988,458	8,091,122	$ 9,400,176	$ 10,101,935
1020	Incentive Pay	274,458	275,507	80,000	80,000
1030	Accrued Compensation	169,313	268,026	60,000	60,000
1040	Overtime	990,139	693,035	400,000	400,000
1050	Holiday Overtime	371,214	361,850	200,000	200,000
2010	FICA Taxes	725,884	720,838	775,723	829,408
2020	Retirement/General	202,493	226,885	241,593	372,917
2025	Retirement/Police Officers	870,709	951,662	1,014,517	1,147,673
2026	Retirement/ICMA	18,683	21,493	19,756	21,733
2030	Life & Health Insurance	1,606,477	1,539,517	1,732,713	1,856,257
2035	Dental Insurance	95,374	85,067	92,142	88,888
2040	Workers' Compensation	367,104	318,987	298,786	337,999
	Total Personnel Services	$ 13,680,305	$ 13,553,989	$ 14,315,406	$ 15,496,810
Operating Expense					
3130	Professional Services	$ 30,885	$ 19,689	$ 27,280	$ 27,280
3180	Medical Services	9,233	4,049	5,500	5,500
3190	Consultant Fees	2,617	1,476	8,500	8,500
3490	Misc. Contractual Fees	11,700	45,134	0	0
3510	Crime Lab	169,718	165,737	150,425	150,425
3530	Investigative Supplies	23,892	29,929	20,000	20,000
4020	Travel & Education	659	40	0	0
4110	Communications	215,651	225,162	180,000	180,000
4120	Freight & Postage	3,174	3,895	5,000	5,000
4310	Utilities	87,615	99,892	92,000	92,000
4410	Equipment Rental	9,591	8,336	8,400	8,400
4420	Vehicle Rental & Towing	9,881	10,924	12,200	12,200
4430	Equipment Lease	18,666	14,774	15,000	15,000
4610	Building Maintenance	16,678	6,017	15,000	15,000
4650	Vehicle Maintenance	37,521	57,708	40,000	40,000
4651	Vehicle Parts	51,309	67,783	80,000	80,000
4652	Tires, Tubes & Batteries	27,295	21,537	20,000	20,000
4660	Equipment Maintenance	20,118	9,115	20,000	20,000
4670	Computer Maintenance	16,934	8,975	10,000	10,000
4675	Software Maintenance	116,474	127,837	108,301	108,301
4680	Radio Maintenance	5	0	1,000	1,000
4710	Reproduction	519	0	3,900	3,900

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Police**
Fund/Division Number: 3000 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4720	Outside Printing	13,400	6,771	12,500	12,500
4810	Advertising	0	0	0	0
4820	Crime Prevention	968	1,515	8,000	8,000
4830	Public Relations	13,221	21,012	10,750	10,750
4930	Citizen Volunteer Program	6,444	184	2,500	2,500
4980	Contingency	30,000	43,000	10,000	10,000
4990	Miscellaneous Expenses	6,760	6,915	8,000	8,000
5110	Office Supplies	25,200	16,394	20,000	20,000
5120	EDP Supplies	9,632	21,180	9,000	9,000
5150	Misc. Equipment Exp.	3,134	2,212	4,000	4,000
5210	Gas and Oil	252,311	288,564	275,000	358,000
5220	K-9 Operations	23,774	17,310	30,000	20,000
5230	Cleaning Supplies	2,749	1,916	3,000	3,000
5232	Other Supplies	1,601	2,637	3,000	3,000
5250	Uniforms	134,338	127,672	100,000	100,000
5251	Military Supplies	54,560	28,420	60,000	60,000
5410	Books,Pubs,Subscriptions & Mbrshp	6,461	6,264	8,744	8,744
5420	Educ Reimbursement	7,741	7,650	7,000	7,000
5430	Law Enforcement Educ	22,130	27,790	25,000	25,000
	Total Operating Expense	$ 1,494,559	$ 1,555,415	$ 1,419,000	$ 1,492,000
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Improvements Other Than Bldg.	91,995	89,596	0	0
6410	Office Equip & Machinery	82,480	2,686	0	0
6420	Furniture & Furnishings	3,901	4,380	0	0
6440	Vehicles	121,724	36,037	0	0
8392	Special Events	0	740	0	0
	Total Capital Outlay	$ 300,101	$ 133,439	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 15,474,964**	**$ 15,242,844**	**$ 15,734,406**	**$ 16,988,810**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**Public Works**
Fund/Division Number: 4002		**Division:**	**Director's Office**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	1	1	1	1

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 44,011	$ 43,807	$ 51,064	$ 47,498
1030	Accrued Compensation	1,004	1,004	1,000	800
1040	Overtime	0	0	0	0
2010	FICA Taxes	3,409	3,413	3,983	3,695
2020	Retirement Contributions	0	3,780	8,538	8,273
2030	Life & Health Insurance	8,990	8,646	8,944	8,625
2035	Dental Insurance	737	422	437	426
2040	Workers' Compensation	151	85	99	77
	Total Personnel Services	$ 58,301	$ 61,155	$ 74,065	$ 69,395
Operating Expense					
3490	Contractual Fees	$ 1,178	$ 1,168	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	0	0	0	0
4020	Travel and Education	1,300	1,685	5,500	5,500
4110	Communications	53,236	71,572	50,000	50,000
4120	Freight and Postage	23	8	100	100
4410	Equipment Rental	3,645	2,861	4,000	4,000
4651	Vehicle Parts	9	0	0	0
4670	Computer Maintenance	1,328	0	0	0
4675	Software Maintenance	10,016	2,595	0	0
4810	Advertising	250	0	5,000	5,000
4990	Miscellaneous Expenses	724	240	500	500

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4002		Division:	Director's Office		
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
5110	Office Supplies	863	1,442	2,000	2,000
5120	EDP Supplies	530	65	1,000	1,000
5150	Miscellaneous Equipment	545	327	0	0
5210	Gas and Oil	1,825	1,523	1,100	1,860
5231	Safety Supplies	1,070	1,178	1,000	1,000
5232	Other Supplies	710	473	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	1,592	40	500	500
	Total Operating Expense	$78,843	$85,175	$71,200	$71,960
Capital Outlay					
6410	Office Equip & Machinery	$ 3,810	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 3,810	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 140,954**	**$ 146,330**	**$ 145,265**	**$ 141,355**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**Public Works**
Fund/Division Number: 4003		**Division:**	**Fleet Maintenance**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Fleet Manager	1	1	1	1
Garage Foreman	1	1	1	1
Auto Mechanic	4	4	4	4
Diesel Mechanic	1	1	1	1
Master Mechanic	2	2	2	2
Senior Storekeeper	1	1	1	1
Total Budgeted Staffing Level	10	10	10	10

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 327,623	$ 358,914	$ 484,044	$ 513,471
1030	Accrued Compensation	1,743	2,327	4,000	4,900
1040	Overtime	33,852	7,460	5,000	4,000
2010	FICA Taxes	27,477	27,610	37,718	39,961
2020	Retirement Contributions	56,035	61,702	80,859	89,482
2030	Life & Health Insurance	75,821	75,537	104,740	120,851
2035	Dental Insurance	4,564	4,135	5,784	6,020
2040	Workers' Compensation	17,997	13,723	13,805	13,268
	Total Personnel Services	$ 545,110	$ 551,408	$ 735,950	$ 791,953
Operating Expense					
3490	Contractual Fees	$ 3,352	$ 4,719	$ 4,000	$ 4,000
3495	Temporary Employee Services	14,159	0	0	0
4020	Travel and Education	910	0	2,500	2,500
4410	Equipment Rental	2,436	3,087	3,000	3,000
4651	Vehicle Parts	11,484	4,632	4,700	4,700
4652	Tires, Tubes & Batteries	202	343	0	0
4660	Equipment Maintenance	0	(10)	500	500
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		Department:	Public Works
Fund/Division Number: 4003		Division:	Fleet Maintenance

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	182	1,365	250	250
5120	EDP Supplies	0	98	250	250
5150	Miscellaneous Equipment Expense	77	69	0	0
5210	Gas and Oil	3,977	5,271	5,500	7,150
5230	Cleaning Supplies	0	15	750	750
5231	Safety Supplies	1,094	993	750	750
5232	Other Supplies	1,631	3,356	3,000	3,000
5250	Uniforms	6,423	8,915	6,000	6,000
5260	Expendable Tools	948	2,396	1,250	1,250
5410	Books,Pubs,Subscriptions & Mbrshp	500	0	500	500
	Total Operating Expense	$ 47,375	$ 35,249	$ 32,950	$ 34,600
Capital Outlay					
6410	Office Equipment & Mach	0	1,437	0	0
6420	Furniture & Furnishings	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 1,437	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 592,485**	**$ 588,094**	**$ 768,900**	**$ 826,553**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General	Department:	Public Works
Fund/Division Number: 4004	Division:	Facilities Maintenance

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Facilities Maint Technician Asst.	4	4	3	3
Electrician	1	1	1	1
Facilities Maint Technician	3	3	3	3
Maint Repair Worker	2	2	3	3
Total Budgeted Staffing Level	12	12	12	12

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 333,857	$ 338,356	$ 479,825	$ 539,777
1030	Accrued Compensation	505	1,861	5,000	4,000
1040	Overtime	18,684	10,539	8,000	7,076
2010	FICA Taxes	25,049	25,274	37,701	42,140
2020	Retirement Contributions	50,304	51,409	73,024	85,781
2030	Life & Health Insurance	103,849	96,406	142,224	140,548
2035	Dental Insurance	5,544	4,936	7,111	6,413
2040	Workers' Compensation	7,335	18,638	19,148	21,234
	Total Personnel Services	$ 545,128	$ 547,418	$ 772,034	$ 846,970
Operating Expense					
3490	Contractual Fees	$ 221,490	$ 205,838	$ 175,000	$ 200,000
3495	Temporary Employee Services	111,384	94,250	0	0
4020	Travel & Education	1,455	0	0	0
4110	Communications	0	0	0	0
4410	Equipment Rental	2,378	599	2,000	2,000
4610	Building Maintenance	13,664	9,950	8,000	8,000
4620	Building Repair Supplies	91,242	73,762	100,000	100,000
4630	Air Condition Maintenance	20,558	11,350	10,000	15,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General			Department:	Public Works		
Fund/Division Number: 4004			Division:	Facilities Maintenance		
			2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.						
4650	Vehicle Maintenance		0	0	0	0
4651	Vehicle Parts		1,535	2,520	5,000	5,000
4652	Tires, Tubes & Batteries		407	0	0	0
4990	Miscellaneous Expenses		3	82	0	0
5110	Office Supplies		39	0	0	0
5150	Misc Equipment Expense		0	770	0	0
5210	Gas and Oil		11,028	13,189	10,000	14,000
5230	Cleaning Supplies		29,689	38,571	30,000	40,000
5231	Safety Supplies		1,744	1,343	1,500	1,500
5232	Other Supplies		5,215	2,910	5,000	5,000
5250	Uniforms		171	0	2,000	2,000
5260	Expendable Tools		2,099	611	3,000	3,000
5310	Paint and Sign Supplies		2,404	2,071	10,000	10,000
5410	Books,Pubs,Subscriptions & Mbrshp		380	0	0	0
	Total Operating Expense		$ 516,883	$ 457,816	$ 361,500	$ 405,500
Capital Outlay						
6320	Other Improvements		$ 0	$ 12,240	$ 0	$ 0
6445	Other Equipment		3,600	0	0	0
	Total Capital Outlay		$ 3,600	$ 12,240	$ 0	$ 0
	TOTAL APPROPRIATIONS		**$ 1,065,611**	**$ 1,017,474**	**$ 1,133,534**	**$ 1,252,470**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General	**Department:**	**Public Works**	
Fund/Division Number: 4005	**Division:**	**Parks & Grounds**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	4	4	4	5
Equipment Operator III	2	2	2	2
Equipment Operator II	2	2	2	2
Maintenance Worker	5	5	5	5
Chief Tree Trimmer	1	1	1	1
Ground Maintenance Specialist	6	6	6	6
Chief Irrigation Specialist	1	1	1	1
Irrigation Specialist	1	1	1	1
Total Budgeted Staffing Level	24	24	24	25

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 842,231	$ 907,727	$ 954,680	$ 1,098,972
1030	Accrued Compensation	5,896	25,096	6,000	5,900
1040	Overtime	57,728	79,346	30,000	29,000
2010	FICA Taxes	66,636	74,755	75,787	86,741
2020	Retirement Contributions	142,353	159,295	156,072	176,997
2030	Life & Health Insurance	230,540	246,058	236,267	265,685
2035	Dental Insurance	14,764	14,780	14,138	14,595
2040	Workers' Compensation	36,308	39,465	40,604	42,747
	Total Personnel Services	$ 1,396,455	$ 1,546,522	$ 1,513,548	$ 1,720,638
Operating Expense					
3490	Contractual Fees	$ 185,243	$ 148,747	$ 175,000	$ 175,000
3495	Temporary Employee Services	34,138	164,073	30,000	30,000
4020	Travel and Education	169	375	3,000	3,000
4310	Utilities	373,210	342,539	355,000	355,000
4410	Equipment Rental	2,774	2,740	1,000	1,000
4650	Vehicle Maintenance	2,177	85	500	500

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4005		Division:	Parks & Grounds		
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4651	Vehicle Parts	40,980	40,669	40,000	40,000
4652	Tire, Tubes & Batteries	448	410	0	0
4990	Miscellaneous Expenses	280	64	500	500
5210	Gas and Oil	43,477	59,003	65,000	84,500
5231	Safety Supplies	1,847	3,472	3,000	3,000
5232	Other Supplies	26,428	32,430	25,000	30,000
5241	Horticultural Supplies	20,793	19,752	30,000	30,000
5242	Chemicals	8,263	10,033	12,500	15,000
5250	Uniforms	0	0	2,500	2,500
5260	Expendable Tools	0	283	0	0
5270	Parks Supplies	47,038	52,117	40,000	40,000
5410	Books,Pubs,Subscriptions & Mbrshp	500	0	500	500
	Total Operating Expense	$ 787,765	$ 876,793	$ 783,500	$ 810,500
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6440	Vehicles	0	0	0	0
6445	Other Equipment	55,174	0	0	0
	Total Capital Outlay	$ 55,174	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,239,394**	**$ 2,423,315**	**$ 2,297,048**	**$ 2,531,138**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department:**	**Public Works**
Fund/Division Number: 4006		**Division:**	**Streets**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	3	3	2	2
Equipment Operator IV	1	1	1	1
Equipment Operator III	5	5	5	6
Maintenance Repair Worker	4	4	4	4
Maintenance Worker	2	2	2	2
Sign Maintenance Technician	1	1	1	1
Total Budgeted Staffing Level	18	18	17	18

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 569,161	$ 607,130	$ 707,022	$ 791,318
1030	Accrued Compensation	11,986	6,083	7,500	6,000
1040	Overtime	77,408	59,301	40,000	35,000
2010	FICA Taxes	48,863	49,013	57,721	63,672
2020	Retirement Contributions	104,832	104,651	116,628	134,712
2030	Life & Health Insurance	150,307	160,644	189,677	213,659
2035	Dental Insurance	8,896	8,095	9,488	10,395
2040	Workers' Compensation	34,616	74,120	76,735	79,653
	Total Personnel Services	$ 1,006,070	$ 1,069,036	$ 1,204,770	$ 1,334,409
Operating Expense					
3490	Contractual Fees	$ 22,026	$ 7,125	$ 15,000	$ 15,000
3495	Temporary Employee Services	57,633	26,703	0	0
4020	Travel & Education	1,163	0	2,500	2,500
4110	Communications	41	0	0	0
4310	Utilities	237,129	242,390	280,000	280,000
4320	Street Light Energy	394,443	436,913	430,000	550,000
4410	Equipment Rental	2,994	4,666	0	0
4651	Vehicle Parts	42,017	49,842	30,000	30,000
4652	Tires, Tubes & Batteries	477	521	0	0

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4006		Division:	Streets		
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	2,263	1,291	1,000	1,000
5210	Gas and Oil	41,656	41,048	45,000	58,500
5231	Safety Supplies	2,469	2,232	3,000	3,000
5232	Other Supplies	7,766	3,281	1,500	1,500
5242	Chemicals	296	967	1,000	1,000
5250	Uniforms	0	825	850	850
5260	Expendable Tools	2,823	2,700	3,000	3,000
5310	Paint & Sign Supplies	20,949	23,508	17,000	17,000
5330	Surface Patching	41,094	39,090	32,000	45,000
5340	Street Supplies	29,487	50,868	43,000	50,000
5350	Sidewalk/Curb Supplies	33,578	31,133	27,000	30,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0
	Total Operating Expense	$ 940,304	$ 965,102	$ 931,850	$ 1,088,350
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 35,000	$ 0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 35,000	$ 0
	TOTAL APPROPRIATIONS	**$ 1,946,374**	**$ 2,034,138**	**$ 2,171,620**	**$ 2,422,759**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		**Department: Engineering**	
Fund/Division Number: 4400		**Division:**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
City Engineer	1	1	1	1
Asst. City Engineer	1	1	1	1
Stormwater Engineer Supervisor	1	1	1	1
Projects Coordinator	1	1	1	1
Chief Design Drafter	1	1	1	1
Supervisor, Engineering Inspector	1	1	1	1
SMU Technical Assistant/GIS	1	1	1	1
Executive Assistant	1	1	1	1
Engineering Services Specialist	0	0	0	1
Total Budgeted Staffing Level	8	8	8	9

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 573,273	$ 586,536	$ 617,157	$ 807,959
1030	Accrued Compensation	47,144	22,547	6,000	6,000
1040	Overtime	0	0	5,000	5,000
2010	FICA Taxes	44,329	44,967	48,697	63,477
2020	Retirement Contributions	75,149	70,513	71,396	105,607
2030	Life & Health Insurance	106,787	120,183	106,017	136,925
2035	Dental Insurance	5,893	5,622	5,360	5,319
2040	Workers' Compensation	10,044	12,620	12,225	14,688
	Total Personnel Services	$ 862,620	$ 862,988	$ 871,851	$ 1,144,974
Operating Expense					
3490	Contractual Fees	$ 129,429	$ 124,374	$ 125,000	$ 125,000
3492	FDOT/Closed Loop	59,215	196,540	282,984	258,000
4010	Car Allowance	8,400	8,400	8,400	10,800
4020	Travel and Education	(400)	448	1,000	1,000
4030	Conferences	0	0	0	0
4110	Communications	7,025	8,271	13,000	13,000
4120	Freight and Postage	45	77	500	500

Proposed Budget for Fiscal Year 2022/23

Fund Title: General **Department: Engineering**
Fund/Division Number: 4400 **Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense					
4410	Equipment Rental	5,163	4,057	4,000	4,000
4650	Vehicle Maintenance	0	0	500	500
4651	Vehicle Parts	88	332	1,500	1,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	440	0	0	0
4710	Reproduction	0	0	2,000	2,000
4810	Advertising	0	0	500	500
4990	Miscellaneous Expenses	516	535	500	500
5110	Office Supplies	3,379	3,629	2,800	2,800
5120	EDP Supplies	581	425	500	500
5150	Misc. Equipment Expense	(40)	0	0	0
5210	Gas and Oil	1,851	2,142	3,000	3,900
5231	Safety Supplies	0	0	0	0
5232	Other Supplies	0	0	0	0
5250	Uniforms	911	587	0	0
5260	Expendable Tools	50	0	0	0
5320	Traffic Signal Materials	52,824	54,903	75,000	75,000
5410	Books,Pubs,Subscriptions & Mbrshp	100	210	250	250
	Total Operating Expense	$ 269,578	$ 404,929	$ 521,434	$ 499,750
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,132,198**	**$ 1,267,917**	**$ 1,393,285**	**$ 1,644,724**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General	Department:	Public Works
Fund/Division Number: 4504	Division:	Leisure Services

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Facilities Program Specialist	2	2	2	2
Recreation Coordinator	1	1	1	1
Recreation Specialist	0	0	0	1
Tram Operator (PT)	3	3	3	2
Trolley Operator (PT)	1	1	1	0
Total Budgeted Staffing Level	7	7	7	6

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 122,240	$ 125,952	$ 203,288	$ 221,875
1030	Accrued Compensation	1,944	1,944	2,000	1,500
1040	Overtime	0	0	0	0
2010	FICA Taxes	9,001	9,457	15,705	17,088
2020	Retirement Contributions	20,777	21,430	33,667	38,264
2030	Life & Health Insurance	23,408	21,756	23,568	41,010
2035	Dental Insurance	1,958	1,698	1,784	2,413
2040	Workers' Compensation	3,326	3,675	3,927	2,093
	Total Personnel Services	$ 182,653	$ 185,911	$ 283,938	$ 324,244
Operating Expense					
3490	Contractual Services	$ 2,744	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	12,626	30,000	30,000
4020	Travel & Education	1,808	0	0	0
4110	Communications	20,531	20,366	20,000	20,000
4120	Postage & Freight	9	13	0	0
4560	Insurance/Special Events	5,004	8,959	3,500	3,500
4610	Building Maintenance	3,519	3,048	3,000	5,000
4611	Janitorial Services	9,882	9,930	10,000	10,000
4620	Building Supplies	1,685	496	500	500
4651	Vehicle Parts	0	43	2,000	2,000
4675	Software Maintenance	8,552	547	2,000	2,000
4710	Reproduction	0	0	0	0
4810	Advertising	0	0	750	750
4940	Bad Debt/Loss Expense	0	0	0	0
4960	Administrative Charge	5,131	6,296	3,000	3,000
4990	Miscellaneous Expenses	1,037	1,122	1,000	1,000
4992	Youth Activities	27,335	78,641	50,000	100,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4504		Division:	Leisure Services		
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense					
5110	Office Supplies	3,527	1,777	3,000	3,000
5120	EDP Supplies	187	0	0	0
5150	Misc. Equipment Exp.	3,938	2,917	3,000	3,000
5210	Gas & Oil	361	380	500	600
5232	Other Supplies	1,968	1,100	2,500	2,500
5410	Books,Pubs,Subscriptions & Mbrshp	0	40	0	0
	Total Operating Expense	$ 97,216	$ 148,302	$ 134,750	$ 186,850
Capital Outlay					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 279,869**	**$ 334,213**	**$ 418,688**	**$ 511,094**

Proposed Budget for Fiscal Year 2022/23

Fund Title: General	Department: Administrative Services
Fund/Division Number: 6000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salary & Wages	$0	$0	$0	$0
1030	Accrued Compensation	0	0	0	0
2010	FICA Taxes	0	0	0	0
2020	Retirement/General Members	0	0	0	0
2025	Retirement/Police Officers	412,335	435,343	400,000	445,000
2030	Life & Health Insurance	74,085	215,750	80,000	100,800
	Total Personnel Services	$ 486,421	$ 651,093	$ 480,000	$ 545,800
Operating Expense					
3110	Insurance Consultant	$ 36,188	$ 14,475	$ 35,000	$ 20,000
3190	Consultant Fees	0	3,767	5,000	5,000
3200	Accounting and Auditing	37,220	34,815	40,000	40,000
3490	Contractual Fees	177,442	174,330	150,000	235,000
4110	Communications	88,845	84,717	120,000	95,000
4120	Freight and Postage	15,284	15,545	25,000	25,000
4310	Utilities	374,305	418,946	370,500	430,000
4410	Equipment Rental	90,000	99,500	0	100,000
4510	Insurance & Fidelity Bond	975,682	904,402	980,000	1,030,000
4530	Fla. Unemploy. Comp Fund	0	19,138	5,000	5,000
4540	Workers' Comp. Claims	0	9,977	1,000	10,000
4550	Liability & Property Claims	0	0	25,000	5,000
4590	Property Damage Reimb	3,553	7,612	5,000	5,000
4650	Vehicle Maintenance	25,488	43,023	0	25,000
4651	Vehicle Parts	0	0	0	0
4660	Equipment Maintenance	2,808	0	0	0
4675	Software Maintenance	163,459	176,167	185,000	190,000
4710	Reproduction	0	1,166	1,000	1,000
4810	Advertising	(616)	0	0	0
4925	Computer Loans	4,637	7,705	15,000	15,000
4935	Disaster Charges		0	0	0
4936	Emergency Supplies	11,726	25,337	0	0
4940	Bad Debt Expense	0	0	0	0
4945	Refunds	1,900	9,306	0	0
4947	Wellness	(3,865)	11,113	30,000	15,000
4950	Settlements	184	2,537	0	0
4960	Administrative Charges	1,060	450	1,500	1,500

Proposed Budget for Fiscal Year 2022/23

Fund Title: General			Department:	Administrative Services		
Fund/Division Number: 6000			Division:			
			2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.						
4970	Inventory Adjustments		(3,465)	2,719	2,000	2,500
4980	Contingency		0	0	419,397	238,916
4985	Tax Increment Financing		3,211,752	3,485,087	3,814,185	4,511,973
4986	Stormwater Fees		76,538	76,620	77,000	77,000
4990	Miscellaneous Expenses		509,381	44,692	50,000	50,000
4993	Keep Ft. Pierce Beautiful		13,529	15,211	15,000	15,000
5110	Office Supplies		0	0	0	0
5150	Miscellaneous Equipment		1,708	1,813	0	0
5210	Gas & Oil		(312)	(235)	0	0
5410	Books,Pubs,Subscriptions & Mbrshp		5,000	14,098	8,000	10,000
	Total Operating Expense		$ 5,819,430	$ 5,704,034	$ 6,379,582	$ 7,157,889
Capital Outlay						
6200	Buildings		$ 0	$ 222,212	$ 0	$ 0
6310	Roads & Bridges		16,917	321,771	0	0
6315	Infrastructure Sales Tax Projects		1,862,508	2,171,741	1,900,000	2,300,000
6320	Other Structures & Facilities		1,425,322	523,790	0	0
6410	Office Equipment & Machinery		153,957	109,849	525,000	525,000
6420	Furniture & Furnishing		0	0	0	0
6430	Heavy Equipment		0	0	0	0
6440	Vehicles		1,814,154	23,958	0	0
	Total Capital Outlay		$ 5,272,858	$ 3,373,320	$ 2,425,000	$ 2,825,000
Grants and Aids						
8101	Weatherization/FPUA		$ 0	$ 0	$ 0	$ 0
8230	Economic Development Co		25,000	22,500	40,000	40,000
8255	Chamber of Commerce		35,000	31,500	31,500	35,000
8270	SLC Council on Aging		15,000	15,000	15,000	15,000
8392	Special Events:					
	Sights & Sounds Parade		15,000	15,000	15,000	15,000
	Christmas Decorations		67,489	71,422	50,000	74,000
	Fireworks		19,000	22,000	20,000	24,000
	Mainstreet		10,000	0	0	0
	Lincoln Park Mainstreet		0	0	0	0
	United For Animals		10,000	10,000	10,000	10,000
	Youth & Crime Prevention Activities		350	350	10,000	10,000
8410	Community Projects		288	249	10,000	20,000
8411	Community Housing		0	0	0	100,000
	Total Grants and Aids		$ 197,127	$ 188,021	$ 201,500	$ 343,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
NON-OPERATING EXPENDITURES					
9130	Debt Service Series 2010 B	420,922	421,683	421,376	0
9165	Capital Improvement 2014 (Energy)	502,525	0	0	0
9166	Capital Reserve Loan-HUD	20,294	14,988	197,057	200,222
9168	Capital Improvement Series 2015	0	0	0	0
9176	Debt Service Series 2016A/FPUA Adv	159,738	0	0	0
9178	Debt Service Series 2016B-Land	71,012	0	0	0
9179	Debt Service Series 2016C-Radios	224,741	0	0	0
9179	Debt Service Series 2018	219,002	0	0	0
9179	Debt Service Series 2019	2,317,300	2,296,250	2,297,250	2,295,000
9176	Debt Service Series 2020A/2014 Energy	0	54,663	54,663	420,893
9178	Debt Service Series 2020B/2016 Series	0	896,663	892,602	542,470
9179	Debt Service Series 2020C/2018 Series	0	577,573	573,110	571,900
9180	Capital Leases- White Fleet	295,761	337,011	450,000	500,000
9180	Capital Leases- Police Fleet	351,708	530,127	975,000	1,025,000
9184	Special Revenue/Police Grant	24,931	50,000	50,000	50,000
9186	Special Revenue/103 CDBG	50,000	0	0	0
9187	Special Revenue/106 Grants	0	0	50,000	60,000
9180	Transfer to FPRA	0	0	0	0
9300	Transfer to Sunrise Theatre	0	11,496	0	0
	Total Non-Operating	$ 4,657,934	$ 5,190,454	$ 5,961,058	$ 5,665,485
	TOTAL ADMINISTRATIVE	**$ 16,433,769**	**$ 15,106,922**	**$ 15,447,140**	**$ 16,537,174**
TOTAL GENERAL FUND APPROPRIATIONS		**$ 45,937,974**	**$ 45,219,104**	**$ 47,513,496**	**$ 52,412,646**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Restricted Fund	Department:	Police Grants			
Fund/Division Number: 101-3005	Division:				
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Interfund Grants					
331 20 16	COPS-CHRP	$ 0	$ 208,333	$ 0	$ 990,855
331 20 30	VOCA	87,954	143,584	168,440	248,608
331 20 35	OJP Bullet Proof Vests	0	812	0	0
331 20 50	IRSC- College Policing	0	0	94,000	94,000
331 20 59	FDLE 2021-JAGC-3798	0	0	26,627	0
331 20 59	FDLE 2020-JAGC-STLU-7-Y5-167	0	0	81,500	0
331 20 60	12 JAG Byrne DJ-BX-0237	1,033	0	0	0
331 21 00	Other Federal Grants	80,374	30,527	0	0
334 20 57	Allegany Continuation	25,000	0	0	0
334 20 61	OJP Bullet Proof Vests	6,059	0	29,231	6,375
334 20 66	DOT Grant	0	0	11,204	24,682
334 51 00	American Rescue Plan	0	0	136,329	0
334 90 00	COPS Mental Health	0	0	125,000	0
334 90 00	COPS Hiring Grant	0	0	254,130	0
334 90 00	JAGC-STLU-078	10,908	29,643	0	0
334 90 00	AARP Corona	0	10,000	0	0
334 90 00	AARP Community Improvement	4,976	0	0	0
334 90 00	DOJ Missing Persons	0	0	125,000	0
334 90 00	DOJ BJA FY '21 Byrne Grant Countyshare	0	0	10,393	0
334 90 00	DOJ Byrne Criminal Justice Innovation	0	0	1,000,000	0
334 90 00	DOJ BJA FY '21 Byrne Grant City	0	0	23,234	0
334 90 00	Project Lifesaver	0	0	6,000	0
334 90 00	FY '21 DOJ COPS Grant	0	0	1,250,000	1,250,000
334 90 00	DOJ JAG Shared w/SLC	0	0	0	11,585
334 90 00	Project Safe Neighborhood	0	0	366,530	0
334 90 00	DCF STOP RFP	0	0	0	121,697
334 90 00	DOJ JAG 22 grant	0	0	0	22,111
334 90 00	FDLE NIBRS Grant	0	0	0	383,261
334 90 00	FDLE Project Safe Neighborhood	0	0	0	70,000
334 90 00	Walmart Christmas	0	0	0	5,000
334 90 00	OJP Bullet Proof Vests '22	0	0	0	104,500
334 90 00	Other State Grants	17,305	0	0	0
	Total Interfund Grants	$ 233,609	$ 422,899	$ 3,707,618	$ 3,332,674
Miscellaneous Revenue					
361 10 00	Interest on Investments	$ 572	$ 16	$ 0	$ 0
366 90 00	Other Contribution/Donation	$ 0	$ 13,681		$ 0
369 40 00	Reimb.-Contract Svcs.	80,000	94,000	0	0
	Total Miscellaneous Revenues	$ 80,572	$ 107,697	$ 0	$ 0
Interfund Transfers					
381 01 00	Transfer from General (Grant)	$ 24,931	$ 50,000	$ 50,000	$ 50,000
381 91 00	FPRA	0	191,016	0	0
	Total Interfund Transfers	$ 24,931	$ 241,016	$ 50,000	$ 50,000
	TOTAL RESOURCES	**$ 339,112**	**$ 771,612**	**$ 3,757,618**	**$ 3,382,674**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Restricted Fund	**Department:**	**Police Grants**	
Fund/Division Number: 101-3005	**Division:**		

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Victim Advocate	2	2	2	3
Police Officer	2	1	6	6
Victim Secialist	1	0	0	0
Police Crime Analyst	0	0	0	1
Total Budgeted Staffing Level	5	3	8	10

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 53,231	$ 97,076	$ 393,494	$ 484,062
1020	Incentive Pay	0	0	0	0
1030	Accrued Compensation	0	915	0	0
1040	Overtime	1,869	1,297	5,000	5,000
1050	Holiday Overtime	0	0	0	0
2010	FICA Taxes	4,089	7,411	30,485	37,413
2020	Retirement/General	3,162	6,969	7,823	35,250
2020	Retirement/Police	0	0	38,220	41,416
2030	Life & Health Insurance	9,111	17,991	71,599	103,271
2035	Dental Insurance	492	1,120	3,422	4,863
2040	Workers' Compensation	4,705	1,779	10,356	12,756
	Total Personnel Services	$ 76,659	$ 134,558	$ 560,400	$ 724,031
Operating Expense					
3190	Consultant Fees	$ 87,038	$ 0	$ 75,000	$ 125,000
3490	Misc. Contractual Fees	0	106,525	0	0
4020	Travel and Education	0	2,751	15,000	5,000
4110	Communications	75	0	500	500
4675	Software Maintenance	0	3,655	5,000	5,000
4945	Refunds	0	0	0	0
4990	Misc. Expenses	20,669	6,133	20,000	20,000
4999	Unallocated	0	0	2,926,718	2,346,143

Proposed Budget for Fiscal Year 2021/22

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-0000	Division:	

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense, cont'd.					
5110	Office Supplies	19,764	4,562	5,000	5,000
5250	Uniforms	0	0	0	0
5251	Military Supplies	10,603	28,893	20,000	20,000
5430	Law Enforcement Education	1,628	1,631	5,000	2,000
	Total Operating Expense	$ 139,776	$ 154,149	$ 3,072,218	$ 2,528,643
Capital Outlay					
6410	Office Equip & Machinery	$ 102,617	$ 71,925	$ 125,000	$ 125,000
6420	Furniture &Fixtures	$ 0	$ 3,297	$ 0	$ 5,000
6440	Vehicles	0	0	0	0
	Total Capital Outlay	$ 102,617	$ 75,222	$ 125,000	$ 130,000
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9111	Transfer to Police FPRA	0	0	0	281,246
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 319,053**	**$ 363,929**	**$ 3,757,618**	**$ 3,382,674**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Restricted Fund Fund/Division Number: 101-3007		Department: Division:	Police Grants/FPRA		
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Intergovernmental					
347 89	COPS Hiring Grant-2020	$ 0	$ 0	$ 254,130	$ 281,246
	American Rescue Plan	0	0	136,329	15,000
	Total Interfund Transfers	$ 0	$ 0	$ 390,459	$ 296,246
Transfers					
	Transfer from FPRA	$ 0	$ 0	$ 10,000	$ 90,987
	Total Interfund Transfers	$ 0	$ 0	$ 10,000	$ 90,987
	TOTAL RESOURCES	**$ 0**	**$ 0**	**$ 400,459**	**$ 387,233**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Restricted Fund		**Department:**	**Police Grants/FPRA**		
Fund/Division Number: 101-3007		**Division:**			

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level					
Police Officer		0	0	5	5
Total Budgeted Staffing Level		0	0	5	5

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 232,924	$ 239,278	$ 262,275
1020	Incentive Pay	0	2,844	0	0
1030	Accrued Compensation	0	0	0	0
1040	Overtime	0	11,898	5,000	5,000
1050	Holiday Overtime	0	19,382	0	0
2010	FICA Taxes	0	19,557	18,305	20,064
2020	Retirement/Police	0	35,100	38,220	38,345
2030	Life & Health Insurance	0	61,461	71,599	36,802
2035	Dental Insurance	0	3,040	3,422	1,716
2040	Workers' Compensation	0	8,642	10,356	9,180
	Total Personnel Services	$ 0	$ 394,849	$ 386,180	$ 373,381
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	0	0	0	0
4020	Travel and Education	0	0	0	0
4110	Communications	0	0	5,000	5,000
4675	Software Maintenance	0	0	0	0
4945	Refunds	0	0	0	0
4990	Misc. Expenses	0	0	0	0
4999	Unallocated	0	0	4,279	2,352

Proposed Budget for Fiscal Year 2022/23

Fund Title: Restricted Fund		**Department:**	**Police Grants/FPRA**		
Fund/Division Number: 101-3007		**Division:**			
		2019/20 Actual	**2020/21 Actual**	**2021/22 Approved**	**2022/23 Proposed**
Operating Expense, cont'd.					
5110	Office Supplies	0	0	0	0
5250	Uniforms	0	4,500	3,000	4,500
5251	Military Supplies	0	0	2,000	2,000
5430	Law Enforcement Education	0	0	0	0
	Total Operating Expense	$ 0	$ 4,500	$ 14,279	$ 13,852
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
6440	Vehicles	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 399,349**	**$ 400,459**	**$ 387,233**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Urban Redevelopment	Department:	Urban Redevelopment
Fund/Division Number: 104-0000	Division:	FPRA

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 6,824,121	$ 7,306,664	$ 7,760,995	$ 9,054,702
	Total Taxes	$ 6,824,121	$ 7,306,664	$ 7,760,995	$ 9,054,702
Licenses and Permits					
329 20	Lot Clearing Permits	$ 1,048	$ 671	$ 0	$ 0
	Total Licenses and Permits	$ 1,048	$ 671	$ 0	$ 0
Intergovernmental					
343 91	Admin Charge - Liens	$0	$292	$0	$0
347 54	Marina Dockage	11,243	11,496	4,000	11,500
384 90	Other Grants	0	0	0	0
	Total Intergovernmental	$ 11,243	$ 11,788	$ 4,000	$ 11,500
Miscellaneous Revenue					
361 10	Interest on Investments	$ 22,265	$ 9,492	$ 500	$ 500
362 14	Leases	169,338	210,300	180,000	200,000
363 10	Liens	3,957	5,156	100	3,500
369 31	Reimburse of Expenditures	4,675	300	5,000	1,000
369 45	Sale of Surplus Land	1,000	0	0	0
369 90	Other Misc. Revenues	455,000	0	500	500
	Total Miscellaneous Revenues	$ 656,236	$ 225,248	$ 186,100	$ 205,500
Transfers					
	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
	Transfer from Construction Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 7,492,647**	**$ 7,544,371**	**$ 7,951,095**	**$ 9,271,702**
	Fund Balance Appropriation			(319,390)	
	TOTAL RESOURCES	**$ 7,492,647**	**$ 7,544,371**	**$ 7,631,705**	**$ 9,271,702**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Urban Redevelopment	**Department:**	**Urban Redevelopment**	
Fund/Division Number: 104-0000	**Division:**	**FPRA**	

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Police Officer	0	5	0	0
Redevelopment Specialist	0	0	1	0
Total Budgeted Staffing Level	0	5	1	0

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 0	$ 80,000	$ 0
1030	Accrued Compensation	0	0	0	0
1040	Overtime	0	0	0	0
2010	FICA Taxes	0	0	6,120	0
2020	Retirement/General	0	0	13,120	0
2030	Life & Health Insurance	0	0	8,951	0
2035	Dental Insurance	0	0	427	0
2040	Workers' Compensation	0	0	136	0
	Total Personnel Services	$ 0	$ 0	$ 108,753	$ 0
Operating Expense					
3120	Legal Fees	$ 0	$ 1,536	$ 0	$ 0
3190	Consultant Fees	0	0	0	0
3200	Accounting & Auditing	5,000	8,000	5,500	8,250
3468	Marina Operation	5,164	5,143	10,000	5,500
3490	Contractual Fees	189,587	96,942	200,000	600,000
4020	Travel & Education	1,849	0	0	0
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	500	500
4310	Utilities	10,104	23,112	20,000	25,000
4410	Equipment Rental	0	15,277	0	0
4430	Land Lease	0	0	0	56,000
4510	Insurance	104,905	114,200	110,000	95,000
4620	Site Maintenance	0	9,870	10,000	100,000
4650	Vehicle Maintenance	7	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	0	0	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	76	61	10,000	2,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: Community Redevelopment	Department:	Urban Redevelopment
Fund/Division Number: 104-0000	Division:	FPRA

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense, cont'd					
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	145,000	145,000	175,000	175,000
4980	Contingency	0	0	300,000	110,561
4985	Real Estate Taxes	35,187	36,259	45,000	45,000
4990	Miscellaneous Expenses	16,875	750	50,000	50,000
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	0	0	1,000	0
5410	Books, Pubs, Subscriptions & Mbrshp	1,870	1,870	4,000	2,000
	Total Operating Expense	$ 515,624	$ 458,020	$ 941,000	$ 1,274,811
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	15,553	5,928	0	1,130,000
6320	Other improvements	17,200	30,600	0	40,000
6410	Office Equip & Machinery	0	12,318	0	0
	Total Capital Outlay	$ 32,753	$ 48,845	$ 0	$ 1,170,000
Other Programs & Projects					
8340	Other Grants & Aids	$ 308	$ 28,294	$ 0	$ 300,000
8347	School Resorce Officers	192,529	217,253	350,000	425,000
8392	Youth Activities	0	20,000	20,000	50,000
	Total Programs & Projects	$ 192,837	$ 265,547	$ 370,000	$ 775,000
Transfers					
90 01	General-Debt Service (2010B)	$ 420,922	$ 2,488,308	$ 421,376	$ 0
90 01	General-Debt Service/(2008A)	2,179,122	0	0	0
90 01	General-Debt Service/(2008B)	0	0	0	0
90 01	General-Debt Service/(2019A)	0	0	2,067,525	2,065,500
9118	Debt Service 2015A	1,621,360	1,620,840	1,619,200	1,621,440
9119	Debt Service 2015B	891,280	891,760	896,600	0
9120	Debt Service 2016-Land	71,012	0	0	0
9120	Debt Service 2020B2-Land	0	248,376	247,251	150,264
9121	Debt Service 2021	0	0	0	829,200
9166	Sunrise Theatre	450,000	675,000	450,000	450,000
9167	General	400,000	500,000	500,000	844,500
9184	Special Revenue Fund	0	191,016	0	0
9188	HUD Grants	25,000	0	0	0
9189	Police Grants/FPRA	0	0	10,000	90,987
	Total Transfers	$ 6,058,696	$ 6,615,300	$ 6,211,952	$ 6,051,891
	TOTAL APPROPRIATIONS	**$ 6,799,910**	**$ 7,387,711**	**$ 7,631,705**	**$ 9,271,702**

Proposed Budget for Fiscal 2022/23

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
CDBG REVENUE					
331 90	Entitlement Grant	$ 499,714	$ 171,698	$ 574,173	$ 541,184
334 50	Program Income	0	0	2,500	0
361 39	Other Interest Earnings	8,019	3,484	500	500
366 00	Contributions from Private Sources	27,500	0	0	0
369 31	Reimbursement of Expenditures	25,500	0	5,000	5,000
	CDBG Carry Over Funding	229,031	394,440	375,000	470,704
	Total REVENUE	**$ 789,765**	**$ 569,622**	**$ 957,173**	**$ 1,017,388**
TRANSFERS					
369 41	Contractual Svc./CDBG	$ 0	$ 99,506	$ 0	$ 0
369 42	Contractual Svc./SHIP	0	102,655	0	0
369 43	Contractual Svc./Grants Admin.	0	0	0	0
369 30	Settlement	0	70,292	0	0
381 10	Transfer from General	50,000	0	50,000	60,000
381 11	Transfer from FPRA	25,000	0	0	0
	Total TRANSFERS	**$ 75,000**	**$ 272,453**	**$ 50,000**	**$ 60,000**
	Total CDBG REVENUE	**$ 864,765**	**$ 842,074**	**$ 1,007,173**	**$ 1,077,388**

Proposed Budget for Fiscal 2022/23

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Grants Administration Manager	1	1	1	1
Grant Writer	1	1	1	1
Community Resource Specialist	1	1	1	1
Reporting & Grants Specialist	1	1	1	1
Administrative Assistant	0	0	0	1
Total Budgeted Staffing Level	**4**	**4**	**4**	**5**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
10 10	Salaries and Wages	$ 172,727	$ 142,132	$ 220,150	$ 298,756
10 30	Accrued Compensation	1,682	5,555	2,500	500
10 40	Overtime	0	0	0	0
20 10	FICA Taxes	12,531	10,643	17,033	22,893
20 20	Retirement	29,201	22,400	36,515	51,263
20 30	Life & Health Insurance	37,380	28,530	46,184	49,879
20 35	Dental Insurance	2,230	1,613	2,465	2,426
20 40	Workers' Compensation	596	332	379	479
	Total Personnel Services	**$ 256,345**	**$ 211,205**	**$ 325,226**	**$ 426,196**
CDBG Department Expenditures					
	Administrative				
32 00	Accounting & Auditing	0	810	0	850
34 90	Administrative-Contractual	0	33,943	0	0
49 60	Administrative Expenses	18,040	52,309	30,000	55,000
	Rehabilitation Department				
83 10	Housing Rehabilitation	$ 3,752	$ 0	$ 0	$ 0
83 30	Senior Citizens Housing	0	0	0	0
83 40	Other Grants & Aids	519	330,832	40,000	40,000
83 45	Weatherization	0	0	20,000	20,000

Proposed Budget for Fiscal 2022/23

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
	Neighborhood Revitalization				
83 80	Lincoln Park Mainstreet	$ 50,000	$ 50,000	$ 50,000	$ 50,000
83 80	Fort Pierce Mainstreet	50,000	50,000	50,000	50,000
83 83	Lincoln Park/Orange Ave. Business Dev	0	0	0	0
83 86	Local Art/Cultural Heritage	33,502	0	49,339	45,000
86 86	FPAT	0	0	0	0
83 87	Commercial Facades	0	0	30,000	30,000
	Economic Development				
83 88	Micro-Bus/Economic Development	$ 57,196	$ 0	$ 90,000	$ 90,000
83 88	Job Fair & Lincoln Park Business Expo	0	0	20,000	20,000
	Public Service				
83 97	Public Facility Improvements	$ 25,336	$ 0	$ 50,000	$ 50,000
83 97	Public Amenities	0	0	60,000	60,000
83 88	Public Service Agencies	23,200	0	0	0
83 98	Youth and Children Projects	2,453	0	0	0
	Total Operating Expenditures	**$ 263,997**	**$ 517,895**	**$ 489,339**	**$ 510,850**
	Grants-Programs & Projects				
83 10	Housing Rehabilitation (Roll-over)	$ 0	0	20,000	40,000
83 41	Commercial Façade (Roll-over)	0	0	15,000	25,000
83 83	Micro-Bus/Economic Development	0	0	35,000	20,000
83 86	Local Art/Cultural Heritage	0	0	0	0
83 98	Public Service	0	0	7,775	23,000
83 99	COVID19 Projects	323,025	337,140	0	0
	Administrative Expenses	0	0	114,834	32,342
	Total Roll-Over Expenditures	**$ 323,025**	**$ 337,140**	**$ 192,609**	**$ 140,342**
	Capital				
63 10	Road & Bridge Improvement		$ 0	$ 0	$ 0
63 20	Other Improvements	20,000	0	0	0
64 10	Office Equipment & Machinery	1,399	0	0	0
64 45	Other Equipment	0	0	0	0
99 99	Unencumbered	0	0	0	0
	Total Capital	**$ 21,399**	**$ 0**	**$ 0**	**$ 0**
	TOTAL CDBG APPROPRIATIONS	**$ 864,765**	**$ 1,066,240**	**$ 1,007,174**	**$ 1,077,388**

Proposed Budget for Fiscal 2022/23

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
SHIP REVENUES					
344 90	SHIP	$ 85,666	$ 0	$ 295,369	$ 460,127
33490	COVID19 Relief Funds	183,812	0	0	0
334 50	Program Income	348	5,000	5,000	1,000
361 10	Interest on Investments	2,582	500	500	100
369 90	Other Misc. Revenues	8,060	0	0	0
381 90	Program Income HHR	0	0	0	0
	Carry Over Funding	(180,086)	325,000	185,000	0
	Total SHIP Revenue	**$ 100,382**	**$ 330,500**	**$ 485,869**	**$ 461,227**
SHIP EXPENDITURES					
Total Operating Expenses		$ 318	$ 25,000	$ 30,000	$ 46,013
Total COVID19 Expenses		71,467	0	0	0
Total Grants-Programs &Projects		28,597	305,500	455,869	415,214
	TOTAL SHIP APPROPRIATIONS	**$ 100,382**	**$ 330,500**	**$ 485,869**	**$ 461,227**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Grants					
334 50	Program Income	$ 47,180	$ 17,110	$ 0	$ 0
	Total Intergovernmental	$ 47,180	$ 17,110	$ 0	$ 0
Miscellaneous Revenue					
361 10	Interest on Investments	$ 2,253	$ 1,036	$ 1,000	$ 500
361 38	HHRP Loan	393	2,444	500	2,000
369 31	Reimb. Of Expenditures	0	0	0	0
369 40	Contractual Svcs./Allegany(AFM)	37,500	0	0	0
369 90	Other Misc. Revenues	0	0	0	0
	Carry Forward Funding	(87,327)	0	300,000	429,385
	Total Miscellaneous Revenues	($47,181)	$ 3,480	$ 301,500	$ 431,885
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
381 91	FPRA	0	0	0	0
	Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$0**	**$ 20,590**	**$ 301,500**	**$ 431,885**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Lincoln Park Revitalization Coordinator	0	0	0	0
Total Budgeted Staffing Level	**0**	**0**	**0**	**0**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services				
10 10 Salaries and Wages	$ 0	$ 0	$ 0	$ 0
10 30 Accrued Compensation	0	0	0	0
10 40 Overtime	0	0	0	0
20 10 FICA Taxes	0	0	0	0
20 20 Retirement	0	0	0	0
20 30 Life & Health Insurance	0	0	0	0
20 35 Dental Insurance	0	0	0	0
20 40 Workers' Compensation	0	0	0	0
Total Personnel Services	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
4020 Travel & Education	0	0	0	0
4120 Freight and Postage	0	0	100	100
4810 Advertising	0	0	0	0
4960 Administrative Fees	0	22,400	2,000	2,400
4965 Escrow Expenses	0	0	0	0
4990 Miscellaneous Expenses	0	0	0	0
Programs & Projects	0	0	299,400	429,385
Total Operating Expense	$ 0	$ 22,400	$ 301,500	$ 431,885
Interfund Transfers				
Transfer to CDBG	$ 0	$ 0	$ 0	$ 0
Transfer to SHIP	0	0	0	0
Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 0**	**$ 22,400**	**$ 301,500**	**$ 431,885**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Grants					
331 50	Disaster Relief/Federal	$0	$0	$0	$0
334 39	Physical Environmental Grant	0	0	0	0
334 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
347 54	Dockage	$ 1,212,716	$ 1,383,774	$ 1,375,000	$ 1,500,000
347 55	Transient Dockage	462,859	664,323	600,000	650,000
	Total Charges for Services	$ 1,675,575	$ 2,048,098	$ 1,975,000	$ 2,150,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 16,935	$ 2,607	$ 5,000	$ 5,000
361 33	Other Investment Interest	0	0	0	0
362 14	Leases	5,988	4,318	3,500	3,500
362 15	Tiki Lease	0	0	0	0
362 16	Crabby's Lease	58,402	207,472	195,000	207,000
369 31	Reimburse of Expenditures	555	0	0	0
369 49	Misc Revenues	0	12,000	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Other Misc. Revenue	14,247	3,788	7,000	7,000
369 91	Gas and Oil Sales	591,713	1,348,251	1,200,000	1,600,000
369 92	Electric Utility Sales	161,529	178,334	150,000	180,000
369 93	Utility Fees	18,568	19,837	21,000	10,000
369 94	Soda, Candy & Ice Sales	116,543	236,319	190,000	205,000
369 96	Late Payment Charges	3,060	2,597	3,500	3,500
369 97	Live Aboards	69,372	82,374	70,000	78,000
369 98	Other Miscellaneous Revenues	16,454	18,726	15,000	17,500
	Total Miscellaneous Revenue	$ 1,073,366	$ 2,116,623	$ 1,860,000	$ 2,316,500
	Total Revenue	$ 2,748,941	$ 4,164,721	$ 3,835,000	$ 4,466,500
	Appropriated Retained Earnings	1,974,060	(204,975)	560,739	344,165
	TOTAL RESOURCES	**$ 4,723,001**	**$ 3,959,746**	**$ 4,395,739**	**$ 4,810,665**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Marina	**Department: Marina**
Fund/Division Number: 401-0000	**Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Marina Manager	1	1	1	1
Senior Accounting Analyst	1	1	1	1
Operations Supervisor	0	0	1	1
Assistant Dockmaster	1	1	2	2
Marina Concierge Retailer	1	1	1	1
Dock Attendant	1	1	1	1
Storekeeper (FT)	1	1	0	0
Storekeeper (PT)	1	1	0	0
Dock Master	0	0	0	0
Executive Assistant	0	0	0	0
Marina Operations Supervisor	0	0	0	0
Total Budgeted Staffing Level	7	7	7	7

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 258,282	$ 280,180	$ 349,768	$ 407,536
1030	Accrued Compensation	4,714	3,536	6,000	6,000
1040	Overtime	2,468	2,996	5,000	5,000
2010	FICA Taxes	20,450	22,080	27,920	32,431
2020	Retirement Contributions	36,568	40,010	51,027	62,324
2030	Life & Health Insurance	35,958	39,201	62,649	65,884
2035	Dental Insurance	2388.37	2,411	3,268	3,258
2040	Workers' Comp.	14,791	12,004	9,029	9,814
	Total Personnel Services	$ 375,620	$ 402,419	$ 514,661	$ 592,246
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 5,000	$ 3,000
3190	Consulting Fees	0	0	0	0
3200	Accounting & Auditing	2,771	2,861	3,000	3,000
3490	Misc. Contract Services	104,059	21,136	200,000	180,000
3495	Temp Employee Svc	183,162	225,064	230,000	250,000
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel & Education	544	196	3,500	5,000
4110	Communications	30,390	29,072	35,000	35,000
4120	Freight and Postage	959	949	3,000	1,500

Proposed Budget for Fiscal Year 2022/23

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4310	Utilities	129,477	146,378	148,000	148,000
4410	Equipment Rental	1,518	2,092	2,500	3,000
4430	Land Lease	44,509	6,330	45,000	45,000
4510	Insurance & Fidelity Bond	508,325	524,674	535,000	550,000
4540	FLC Liability & Property	0	0	0	0
4610	Building Maintenance	9,973	11,308	35,000	25,000
4620	Restroom/Laundry Maint.	1,002	0	4,800	4,500
4630	Pier Maintenance	33,202	47,341	30,000	60,000
4650	Vehicle Maintenance	0	96	400	900
4651	Vehicle Parts	124	409	400	700
4660	Equipment Maintenance	8,317	12,080	5,000	13,000
4670	Computer Maintenance	2,156	0	2,500	2,500
4675	Software Maintenance	42,113	31,160	35,000	37,000
4710	Reproduction	216	2,406	2,500	1,500
4810	Advertising	28,278	22,764	28,000	40,000
4920	Cost of Goods Sold Fuel	436,821	1,050,122	925,000	1,250,000
4930	Cost of Goods Sold	64,513	122,080	108,000	115,000
4940	Bad Debt Expense	5,508	4,480	10,000	10,000
4960	Administrative Charges	111,958	154,498	130,100	140,000
4970	Inventory Adjustment	(420)	0	2,000	2,500
4975	Taxes	37,195	18,302	40,000	40,000
4990	Miscellaneous Expense	1,417	36,584	3,500	5,000
5110	Office Supplies	3,545	4,575	8,000	5,000
5120	EDP Supplies	285	60	500	500
5150	Misc. Equipment	15,514	36,465	10,000	20,500
5210	Gas and Oil	699	757	1,200	1,000
5230	Cleaning Supplies	10,858	15,066	15,000	16,000
5231	Safety Supplies	0	0	1,000	1,000
5232	Other Supplies	0	0	500	500
5241	Horticultural Supplies	1,018	516	1,500	1,500

Proposed Budget for Fiscal Year 2022/23

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
5250	Uniforms	1,572	1,322	2,000	2,500
5260	Expendable Tools	2,271	2,283	2,000	2,500
5410	Books,Pubs,Subscriptions&Mbrshp	0	580	1,500	1,500
5900	Depreciation	1,140,270	1,133,154	1,140,270	1,133,154
	Total Operating Expense	$ 2,968,317	$ 3,671,359	$ 3,759,870	$ 4,162,154
Capital Outlay					
6200	Building	$ 0	$ 20,237	$ 0	$ 0
6310	Other Improvements	1,528,672	0	140,000	80,000
6320	Other Structures Facility	0	17,613	10,000	15,000
6360	Hurricane Improvements	0	0	10,000	5,000
6410	Office Equip & Machinery	4,704	7,069	4,000	6,000
6420	Furniture & Furnishings	0	0	1,500	1,500
6445	Other Equipment	9,507	31,058	12,000	15,000
	Total Capital Outlay	$ 1,542,883	$ 75,977	$ 177,500	$ 122,500
Debt Service					
7010	Principal	$ 284,275	$ 458,670	$ 468,060	$ 478,946
7020	Interest	241,023	195,386	196,088	184,754
7030	Other Debt Service Cost	46,323	28,806	15,000	25,000
	Total Debt Service	$ 571,621	$ 682,863	$ 679,149	$ 688,700
Non-Operating Expenses					
9110	Transfer to General	$ 250,000	$ 250,000	$ 250,000	$ 275,000
9200	Loan Principal	140,645	0	149,331	102,068
9300	Loan Interest	14,185	10,281	5,500	1,152
	Total Non-Operating Expenses	$ 404,830	$ 260,281	$ 404,830	$ 378,219
	TOTAL APPROPRIATIONS	**$ 5,863,271**	**$ 5,092,900**	**$ 5,536,010**	**$ 5,943,819**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Solid Waste			**Department:**	**Solid Waste**	
Fund/Division Number:	**402-0000**		**Division:**		

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Grants					
331 50	Disaster Relief/Federal	$ 0	$ 0	$ 0	$ 0
331 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
343 40	Residential Service	$ 3,243,637	$ 3,355,776	$ 3,275,000	$ 3,500,000
343 41	Commercial Service	3,884,331	4,012,237	4,135,000	4,250,000
343 43	Commercial Trash	101,291	101,291	100,000	100,000
343 44	Recycling/Billing	396,452	406,937	400,000	400,000
343 45	Other Income	0	0	0	0
343 46	Recycling Program	3,273	18,989	3,500	3,500
	Total Charges for Services	$ 7,628,984	$ 7,895,230	$ 7,913,500	$ 8,253,500
Miscellaneous Revenue					
361 10	Interest on Investments	$ 1,926	$ 884	$ 4,000	$ 1,000
361 20	Interest of SBA	0	0	0	0
364 41	Sale of Surplus	22	0	0	0
366 90	Contributions/Private Sources	52,542	0	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Miscellaneous Revenue	37	0	0	0
	Total Miscellaneous Revenue	$ 54,526	$ 884	$ 4,000	$ 1,000
	Total Revenues	$ 7,683,510	$ 7,896,114	$ 7,917,500	$ 8,254,500
	Appropriated Retained Earnings			96,572	502,667
	TOTAL RESOURCES	**$ 7,683,510**	**$ 7,896,114**	**$ 8,014,072**	**$ 8,757,167**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Solid Waste	**Department: Solid Waste**
Fund/Division Number: 402-0000	**Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Public Works Director	1	1	1	1
Deputy Public Works Director	1	1	1	1
Fleet Manager	1	1	1	1
Division Manager	1	1	1	1
Operations Manager-Fleet	1	1	1	1
Executive Assistant	1	1	1	1
Engagement & Outreach Coordinator	0	0	0	1
Administrative Assistant	1	1	1	1
Sanitation Driver	20	20	22	22
Maintenance Worker	2	2	4	4
Master Mechanic	1	1	1	1
Diesel Mechanic	3	3	3	3
Inspector	1	1	1	1
GIS Analyst	1	0	0	0
Public Works Manager	0	0	0	0
Total Budgeted Staffing Level	35	34	38	39

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,280,654	$ 1,254,369	$ 1,759,870	$ 1,901,838
1030	Accrued Compensation	14,767	56,737	15,000	14,700
1040	Overtime	164,521	125,560	60,000	50,000
2010	FICA Taxes	109,283	107,672	141,010	150,440
2020	Retirement Contributions	199,398	194,187	264,149	287,439
2030	Life & Health Insurance	306,312	269,526	372,200	400,363
2035	Dental Insurance	19,757	16,844	21,722	20,812
2040	Workers' Comp.	97,875	86,039	87,821	81,570
	Total Personnel Services	$ 2,192,566	$ 2,110,934	$ 2,721,772	$ 2,907,162

Proposed Budget for Fiscal Year 2022/23

Fund Title: Solid Waste	**Department: Solid Waste**
Fund/Division Number: 402-0000	**Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense					
3200	Accounting & Auditing	$ 6,761	$ 6,981	$ 7,000	$ 7,000
3420	U.A. Customer Service Admin.	187,200	187,200	187,200	187,200
3430	Landfill Contract	1,761,232	2,144,703	1,850,000	2,125,000
3490	Misc. Contract Services	178,871	161,568	200,000	250,000
3495	Temp Employee Svcs	547,580	507,891	250,000	250,000
4010	Car Allowance	4,200	8,400	8,400	10,800
4020	Travel & Education	5,551	4,673	7,500	7,500
4110	Communications	28,010	17,439	50,000	50,000
4120	Freight and Postage	0	0	500	500
4310	Utilities	15,563	15,219	16,000	16,000
4410	Equipment Rental	22,794	10,232	10,000	50,000
4510	Insurance & Fidelity Bond	202,121	189,269	200,000	200,000
4550	Liability & Property Claims	0	0	0	0
4650	Vehicle Maintenance	31,756	3,922	5,000	5,000
4651	Vehicle Parts	391,181	356,748	300,000	300,000
4652	Tires, Tubes & Batteries	142,619	196,481	215,000	30,000
4653	Unforeseeable	1,326	4,374	15,000	15,000
4660	Equipment Maintenance	32,677	2,309	35,000	35,000
4670	Computer Maintenance	0	0	500	500
4675	Software Maintenance	10,361	10,207	15,000	15,000
4680	Radio Maintenance	0	0	0	0
4710	Reproduction	2,668	2,165	2,500	2,500
4810	Advertising	4,323	2,550	4,500	6,750
4950	Settlement of Claims	30	0	0	0
4960	Administrative Charges	80,000	80,000	80,000	80,000
4990	Miscellaneous Expense	7,370	3,920	10,000	10,000
5110	Office Supplies	5,068	3,202	5,000	5,000
5120	EDP Supplies	169	0	200	200
5150	Miscellaneous Equip Expense	9,822	9,698	0	10,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
5210	Gas and Oil	249,742	275,224	300,000	600,000
5232	Other Supplies	6,789	8,474	6,000	6,000
5242	Chemicals	10,085	6,139	10,000	10,000
5250	Uniforms	17,345	21,403	20,000	25,000
5260	Expendable Tools	781	220	1,000	1,000
5410	Books,Pubs,Subscriptions&Mbrshp	1,005	1,000	1,000	1,000
5900	Depreciation	602,911	816,057	603,000	816,057
	Total Operating Expense	$ 4,567,910	$ 5,057,668	$ 4,415,300	$ 5,128,007
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	0	0	0	0
6410	Office Equip & Machinery	2,007	2,065	0	0
6420	Furniture & Furnishings	0	0	0	0
6430	Heavy Equipment	1,345,840	0	0	0
6445	Other Equipment	155,304	190,568	150,000	150,000
	Total Capital Outlay	$ 1,503,151	$ 192,633	$ 150,000	$ 150,000
Non-Operating Expense					
9110	Transfer to General	$ 906,469	$ 511,100	$ 882,383	$ 800,000
9166	Transfer to Sunrise Theatre	0	225,000	0	0
9200	Capital Loan Payment	20,775	545,273	385,000	550,000
9200	Debt Service/Radios	27,562	41,607	62,617	38,055
9300	Loan Interest	0	0	0	0
	Total Non-Operating Expense	$ 954,806	$ 1,322,980	$ 1,330,000	$ 1,388,055
	TOTAL APPROPRIATIONS	**$ 9,218,433**	**$ 8,684,216**	**$ 8,617,072**	**$ 9,573,224**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Golf Course			**Department:**	**Golf Course**	
Fund/Division Number:	**405-0000**		**Division:**		

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Charges for Services					
347 20	Membership Dues	$ 38,470	$ 30,684	$ 38,000	$ 38,000
347 22	Other Memberships	1,299	1,710	2,000	2,000
347 24	Golf Fees	1,013,694	979,992	1,050,000	1,125,000
347 24	Adjustment Golf Fees	(6,104)	(5,188)	0	0
347 25	Driving Range	24,884	25,192	30,000	32,000
	Total Charges for Services	$ 1,072,243	$ 1,032,391	$ 1,120,000	$ 1,197,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 50	$ 28	$ 250	$ 0
369 25	Pro Shop Merchandise	80,225	68,881	80,000	75,000
369 31	Reimbursement of Expenses	7,116	10,299	6,500	6,000
369 70	Events	150	0	0	0
369 80	Food	17,994	15,805	22,000	17,000
369 85	Settlement of Claims	0	0	0	0
369 89	Alcoholic Beverages	56,062	59,820	65,000	65,000
369 90	Misc Revenues	2,891	2,755	11,000	20,000
369 94	Snacks & Beverages	25,529	22,121	37,712	25,000
369 98	Other Misc Revenues	0	0	11,000	17,665
	Total Miscellaneous Revenue	$ 190,017	$ 179,709	$ 233,462	$ 225,665
	Total Revenues	$ 1,262,260	$ 1,212,100	$ 1,353,462	$ 1,422,665
Transfers					
381 01	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
382 50	Transfer from Solid Waste	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	0	0	0	0
	TOTAL RESOURCES	**$ 1,262,260**	**$ 1,212,100**	**$ 1,353,462**	**$ 1,422,665**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Golf Course	**Department: Golf Course**
Fund/Division Number: 405-0000	**Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Golf Course Manager	1	1	1	1
Assistant Golf Pro	0	0	2	1
Superintendent	0	0	1	1
Lead Greenskeeper	0	0	0	1
Assistant Superintendant	0	0	1	0
Golf Pro	2	2	0	0
Total Budgeted Staffing Level	3	3	5	4

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 159,745	$ 168,476	$ 282,524	$ 258,044
1030	Accrued Compensation	0	2,761	3,500	1,400
1040	Overtime	706	516	0	0
2010	FICA Taxes	12,022	12,905	2,202	19,847
2020	Retirement Contributions	26,868	28,686	46,908	44,443
2030	Life & Health Insurance	35,605	33,384	50,078	34,929
2035	Dental Insurance	1,699	1,555	2,426	2,048
2040	Workers' Comp.	3,162	3,275	5,520	4,670
	Total Personnel Services	$ 239,806	$ 251,557	$ 393,158	$ 365,382
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	1,968	2,032	2,250	2,100
3440	Aquatic Weed Control	0	0	10,000	8,500
3490	Contractual Fees	586,929	595,096	24,720	0
3495	Temp Employee Svcs	125,990	99,129	215,000	264,992
4110	Communications	20,924	22,123	17,000	17,000
4120	Freight and Postage	177	0	500	500
4310	Utilities	54,729	62,040	45,000	47,000
4410	Equipment Rental-Golf Carts	46,800	46,800	46,800	54,000
4420	Land Lease	45,810	56,197	45,810	57,000
4510	Insurance & Fidelity Bond	72,430	64,277	85,000	75,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: Golf Course		Department: Golf Course			
Fund/Division Number: 405-0000		Division:			
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense cont'd.					
4610	Building Maintenance	2,980	520	500	0
4620	Building Supplies	984	852	500	1,500
4630	Irrigation Maintenance	1,154	7,129	1,000	26,000
4651	Vehicle Parts	169	0	0	0
4660	Equipment Maintenance	1,079	1,123	3,000	10,000
4670	Computer Maintenance	664	0	0	3,550
4675	Software Maintenance	12,847	14,362	18,000	18,000
4810	Advertising	24,013	14,491	12,500	7,000
4925	Cost of Events	0	0	0	0
4930	Cost of Goods Sold	21,505	17,985	16,000	14,000
4932	Liquor Expense	25,902	28,248	26,000	28,000
4935	Merchandise CGS	69,798	42,505	40,000	40,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	64,875	66,286	59,000	67,000
4976	License and Fees	0	903	1,000	1,000
4980	Over/Short Expense	368	(23)	0	0
4985	Taxes	5,836	5,836	7,000	6,000
4990	Miscellaneous Expense	25	5	0	0
5110	Office Supplies	682	927	500	1,000
5120	EDP Supplies	138	0	0	0
5150	Misc Equipment Expense	2,373	496	0	0
5210	Gas and Oil	24,874	39,362	30,000	36,000
5231	Safety Supplies	1,462	1,161	0	0
5232	Other Supplies	6,190	8,605	4,500	5,500
5235	Maintenance Supplies	0	0	0	0
5240	Golf Supplies	2,826	4,755	4,500	4,500
5241	Horticultural Supplies	0	0	2,000	1,000
5242	Chemicals	7,490	7,000	60,383	75,000
5243	Turf Supplies	0	0	8,000	6,000
5244	Fertilizer	0	0	60,000	75,000
5250	Uniforms	413	818	1,200	2,000
5410	Books,Pubs,Subscriptions&Mbrshp	3,945	2,605	4,000	4,000
5900	Depreciation	140,756	139,941	140,800	140,000
	Total Operating Expense	$ 1,379,104	$ 1,353,587	$ 992,463	$ 1,098,142

Proposed Budget for Fiscal Year 2022/23

Fund Title: Golf Course Fund/Division Number: 405-0000		Department: Golf Course Division:			
		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Structures Facility	0	0	0	0
6410	Office Equip & Machinery	2,219	496	0	10,000
6420	Furniture & Furnishings	0	0	0	0
6445	Other Equipment	8,500	20,000	3,000	2,500
	Total Capital Outlay	$ 10,719	$ 20,496	$ 3,000	$ 12,500
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9180	Equipment Leases	0	0	81,000	82,000
9300	Loan Principal	0	4,597	4,597	4,597
9010	Loan Interest	0	44	44	44
	Total Non-Operating Expense	$ 0	$ 4,641	$ 85,641	$ 86,641
	TOTAL APPROPRIATIONS	**$ 1,629,629**	**$ 1,630,282**	**$ 1,474,262**	**$ 1,562,665**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Grants				
331 00 00 Federal Grants	$ 0	$ 1,096,610	$ 0	$ 0
334 70 10 State Grant/DCF	52,782	31,794	0	112,500
Total Grants	$ 52,782	$ 1,128,404	$ 0	$ 112,500
Charges for Services				
347 56 10 Ticket Sales	$ 1,130,381	$ 212,374	$ 1,200,000	$ 1,350,000
347 56 11 Ticket Sales - Rentals	314,029	223,569	325,000	800,000
347 56 15 Ticket Handling Fees	103,400	56,954	100,000	160,000
347 56 50 Sponsorship Fees	28,408	0	20,000	35,000
347 56 80 Memberships	68,163	53,600	100,000	125,000
347 56 90 Donations & Pledges	12,391	7,184	35,000	25,000
Total Charges for Services	$ 1,656,772	$ 553,681	$ 1,780,000	$ 2,495,000
Miscellaneous Revenue				
361 10 00 Interest Earning	$ 166	$ 0	$ 250	$ 0
362 14 00 Rents and Royalties	51,384	60,988	55,000	55,000
369 31 00 Reimb. of Expenditures	5,520	41	75,000	10,000
369 70 00 Events	0	0	20,000	25,000
369 89 00 Packaged Sales	73,662	56,560	111,675	150,000
369 90 00 Miscellaneous Revenues	256	269	500	250
369 95 00 Commission/Tips/Merch.	5,471	0	5,000	7,500
369 96 00 Late Payment Charges	0	0	0	0
Total Miscellaneous Revenues	$ 136,459	$ 117,858	$ 267,425	$ 247,750
Other Resources				
381 01 00 Transfer from General	$ 0	$ 11,496	$ 0	$ 0
381 91 00 Transfer from FPRA	450,000	675,000	450,000	450,000
381 89 00 Transfer from Restricted Fund	37,821	147,500	0	50,000
381 90 00 Transfer from Restricted Fund-SVOG	0	0	1,096,610	0
382 50 00 Transfer from Solid Waste	0	225,000	0	0
Total Other Resources	$ 487,821	$ 1,058,996	$ 1,546,610	$ 500,000
Appropriated Retained Earnigs	0		0	24,315
TOTAL RESOURCES	**$ 2,333,834**	**$ 2,858,940**	**$ 3,594,035**	**$ 3,379,565**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Sunrise Theatre	**Department: Sunrise Theatre**
Fund/Division Number: 406-0000	**Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Executive Director	1	1	1	1
Marketing & Development Manager	1	1	1	1
Technical/Facilities Manager	1	1	0	1
Box House/Operations Manager	1	1	1	1
Box Office Clerk	1	1	0	0
Administrative Assistant	0	1	0	0
Public Relations & Development Mgr	1	0	0	0
Marketing & Public Relations Mgr	1	0	0	0
Executive Assistant	1	0	0	0
Total Budgeted Staffing Level	8	6	3	4

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services					
1010	Salaries and Wages	$ 173,110	$ 168,565	$ 222,554	$ 301,319
1030	Accrued Compensation	41,806	2,246	3,000	6,000
1040	Overtime	0	0	0	5,000
2010	FICA Taxes	16,190	13,019	17,576	24,305
2020	Retirement Contributions	23,734	20,037	25,382	40,769
2030	Life & Health Insurance	14,031	22,452	32,176	69,052
2035	Dental Insurance	1,694	1,355	2,036	2,210
2040	Workers' Comp	9,297	6,883	4,037	5,216
	Total Personnel Services	$ 279,862	$ 234,558	$ 306,762	$ 453,871
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	4,702	4,854	4,600	4,900
3490	Misc. Contract Services	135,012	82,173	250,000	110,000
3491	Custodial	35,567	18,301	52,000	50,000
3492	House Crew	58,904	15,257	65,000	65,000
3493	Support Staff	88,878	51,881	75,000	60,000
3495	Temp Employee Svc	30,336	12,638	60,000	50,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: Sunrise Theatre	**Department: Sunrise Theatre**
Fund/Division Number: 406-0000	**Division:**

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
3499	Security	4,194	4,527	20,000	20,000
4010	Car Allowance	4,200	4,200	4,200	5,400
4020	Travel & Education	4,074	100	3,917	7,500
4040	Hospitality/Entertainment	1,628	273	1,500	1,500
4043	Food	23,583	138	30,000	35,000
4044	Transportation	105	0	1,500	1,000
4045	Lodging	0	0	1,000	1,000
4110	Communications	35,332	28,352	30,000	25,000
4120	Freight and Postage	2,733	235	5,000	2,500
4310	Utilities	95,103	80,040	125,000	115,000
4410	Equipment Rental	26,085	14,709	20,000	15,000
4411	Audio Gear	185	0	500	500
4412	Backline	7,817	14,000	20,000	15,000
4413	Lighting	5,487	0	4,000	1,000
4414	Rigging	0	0	500	500
4415	Visual	0	0	500	500
4450	Theatre	192	0	0	0
4510	Insurance & Fidelity Bond	260,473	229,897	267,500	240,000
4540	FLC Liability & Property	3,806	0	6,500	4,000
4610	Building Maintenance	3,171	2,596	7,500	8,000
4640	A/C Maintenance	3,306	2,640	10,000	10,000
4645	Building Repair Supplies	4,423	38	3,500	2,500
4646	Theatre Supplies	1,279	850	2,000	1,500
4660	Equipment Maintenance	2,678	161	1,500	1,000
4670	Computer Maintenance	146	0	1,000	1,000
4675	Software Maintenance	3,592	4,521	3,500	2,500
4710	Reproduction	0	0	500	500
4720	Outside Printing	10,107	0	5,000	2,500
4810	Advertising	233,137	47,404	300,000	300,000

Proposed Budget for Fiscal Year 2022/23

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense contd.					
4925	Cost of Events	602,389	62,406	800,000	800,000
4926	Cost of Events/Rent Reimb	189,449	132,992	387,000	140,000
4932	Packaged Sales	22,669	7,689	30,000	35,000
4933	Concession Supplies	4,567	2,362	7,000	7,500
4940	Bad Debt Expense	0	0	0	0
4945	Refunds	226,798	54,283	0	0
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	84,254	55,346	110,000	75,000
4976	Licenses & Fees	2,225	2,150	25,000	25,000
4985	Taxes	400	0	500	500
4980	Contingency	0	0	0	662,394
4990	Miscellaneous Expense	1,459	1,591	1,500	1,500
5110	Office Supplies	2,202	1,238	5,000	5,000
5120	EDP Supplies	138	20	1,000	500
5150	Misc Equipment Expense	4,088	15,954	5,000	5,000
5230	Cleaning Supplies	2,751	2,598	6,000	6,000
5410	Books,Publications,Subs&Mbrshp	1,050	1,773	2,500	2,500
5900	Depreciation	546,903	551,511	546,903	551,511
	Total Operating Expense	$ 2,781,577	$ 1,511,699	$ 3,310,120	$ 3,477,205
Capital Outlay					
6200	Other Structures Facilities	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	21,000	120,735	524,056	0
6410	Office Equip & Mach	2,219	10,348	0	0
	Total Capital Outlay	$ 23,219	$ 131,083	$ 524,056	$ 0
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 3,084,657**	**$ 1,877,341**	**$ 4,140,938**	**$ 3,931,076**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Licenses and Permits					
322 10	Permits-Building Dept.	$ 1,342,324	$ 2,395,797	$ 3,000,000	$ 3,250,000
322 20	Inspections	17,614	15,240	15,000	15,000
322 90	Other Permit Fees	1,000,126	1,780,610	1,500,000	1,750,000
329 40	Contractor's License	60,345	62,330	55,000	20,000
	Total Licenses and Permits	$ 2,420,409	$ 4,253,978	$ 4,570,000	$ 5,035,000
Grants					
331 10	General Government	$ 0	$ 0	$ 0	$ 0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charge for Services					
341 40	Cert, Copying, Rcd Search	$ 172	($263)	$ 368	$ 500
341 60	Administration Fees	0	0	0	0
341 61	Demo & Flood Plain Mgmnt	0	0	5,000	5,000
341 94	Credit Card Process Fees	96,717	243,144	25,000	30,000
	Total Charges for Services	$ 96,889	$ 242,881	$ 30,368	$ 35,500
Fines & Forfeits					
354 60	Unlicensed Contracting	$ 1,000	$ 2,000	$ 2,000	$ 0
354 70	Violation of Local Ordinance	10,870	72,942	30,000	40,000
	Total Fines & Forfeits	$ 11,870	$ 74,942	$ 32,000	$ 40,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 15,390	$ 6,572	$ 25,000	$ 10,000
361 33	Other Investment Interest	0	0	0	0
369 31	Reimbursement of Expeditures	163	1,138	0	0
369 57	St. Lucie County	65,385	105,228	50,000	50,000
369 90	Other Misc. Revenues	29,765	45,113	30,000	50,000
	Total Miscellaneous Revenues	$ 110,702	$ 158,052	$ 105,000	$ 110,000
	Total Revenues	$ 2,639,869	$ 4,729,852	$ 4,737,368	$ 5,220,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
	TOTAL Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	0	0	(83,000)	(386,877)
	TOTAL RESOURCES	**$ 2,639,869**	**$ 4,729,852**	**$ 4,654,368**	**$ 4,833,623**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Building	**Department: Building**
Fund/Division Number: 420-0000	**Division:**

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Budgeted Staffing Level				
Building Director/Official	1	1	1	1
Deputy Building Official	0	1	1	1
Building Department Coordinator	1	1	1	1
CRS Coordinator	1	1	1	1
Special Projects Coordinator	0	0	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	1	1	1
Building Inspector /Investigator	7	7	8	7
Senior Permit Specialist	1	1	1	2
Permit Specialist	1	4	8	8
Plan Examiner	4	0	0	1
Building Inspector	0	0	0	1
Building Inspector/Plans Examiner (3 p/t)	0	0	0	1
Building Investigator	0	0	0	1
Records Management Coordinator	0	0	0	1
Total Budgeted Staffing Level	18	18	24	29

	2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Personnel Services				
1010 Salaries and Wages	$ 890,091	$ 1,039,421	$ 1,346,153	$ 1,408,711
1030 Accrued Compensation	6,563	5,809	7,000	7,000
1040 Overtime	10,146	25,785	5,000	5,000
2010 FICA Taxes	66,558	78,348	103,899	109,098
2020 Retirement Contributions	146,476	178,146	222,737	243,368
2030 Life & Health Insurance	196,232	228,483	249,802	268,492
2035 Dental Insurance	11,010	11,628	13,245	13,963
2040 Workers' Compensation	18,415	19,730	21,873	22,636
Total Personnel Services	$ 1,345,491	$ 1,587,349	$ 1,969,709	$ 2,078,267
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 2,000	$ 2,500
3170 Examination Fees	0	0	1,629	2,500
3200 Accounting & Auditing	1,232	1,272	1,500	1,500
3490 Contractual Fees	101,924	51,421	500,000	750,000

Proposed Budget for Fiscal Year 2021/22

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating contd.					
3495	Temp Employee Svcs	63,172	110,787	200,000	200,000
4010	Car Allowance	0	0	4,200	5,400
4020	Travel and Education	4,545	11,755	100,000	25,000
4110	Communications	18,674	34,443	30,000	40,000
4120	Freight and Postage	4,080	3,693	10,000	10,000
4410	Equipment Rental	6,813	11,694	30,000	100,000
4510	Liability	13,658	12,961	15,000	14,000
4650	Vehicle Maintenance	24	4,730	5,000	7,500
4651	Vehicle Parts	1,840	3,482	5,000	7,500
4652	Tires & Batteries	698	740	5,000	7,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	103,700	74,536	1,000,000	500,000
4710	Reproduction	1,856	6,523	5,000	10,000
4720	Outside Printing	7,756	6,589	13,000	15,000
4810	Advertising	0	378	500	500
4945	Refunds	0	0	0	0
4960	Administrative Fees	175,613	427,733	275,000	430,000
4990	Miscellaneous Expenses	9,950	18,743	100,000	100,000
5110	Office Supplies	5,988	9,318	7,500	10,000
5120	EDP Supplies	1,793	3,816	2,000	4,500
5150	Misc. Equipment	96,112	53,471	130,000	145,000
5210	Gas and Oil	9,706	16,379	20,000	40,000
5232	Other Supplies	1,412	0	5,000	5,000
5410	Books, Pubs, Subscriptions&Mbrshp	4,258	11,117	10,000	12,500
5900	Depreciation	82,712	71,411	83,000	72,000
	Total Operating Expense	$ 717,517	$ 946,992	$ 2,560,329	$ 2,517,900
Capital Outlay					
6320	Other Improvements	$ 933,666	$ 45,489	$ 0	$ 75,000
6410	Office Equipment & Mach	38,719	84,348	0	90,000
6440	Vehicles	0	0	100,000	130,000
6420	Furniture & Furnishings	42,122	15,013	100,000	10,000
6420	Vehicles	77,914	72,159	0	0
	Total Capital Outlay	$ 1,092,421	$ 217,008	$ 200,000	$ 305,000
Non-operating Expenses					
9201	Debt Service/Radios	$ 5,394	$ 7,364	$ 7,331	$ 4,455
	Total Non-Operating Expenses	$ 5,394	$ 7,364	$ 7,331	$ 4,455
	TOTAL APPROPRIATIONS	**$ 3,160,822**	**$ 2,758,713**	**$ 4,737,368**	**$ 4,905,623**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Stormwater	Department: Stormwater
Fund/Division Number: 403-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Grants					
331 36	Federal Grants	$ 113,331	$ 646,931	$ 0	$ 0
334 36	State Grants	4,000	2,000	0	0
	Total Grants	$ 117,331	$ 648,931	$ 0	$ 0
Charges for Services					
343 90	Stormwater Utility Fee	$ 3,457,743	$ 3,567,911	$ 3,455,366	$ 3,818,483
	Total Charges for Services	$ 3,457,743	$ 3,567,911	$ 3,455,366	$ 3,818,483
Miscellaneous Revenue					
361 10	Interest on Investments	$ 1,985	$ 1,280	$ 2,500	$ 1,000
361 33	Other Investment Interest	2,862	8,685	0	0
366 90	Contributions Private Sources	0	0	0	0
369 43	Contractual/CDBG	0	0	0	0
369 31	Reimb. of Expenditures	0	0	0	0
369 31	Reimb. of Expenditures/FPUA	427,042	0	0	0
369 60	Reimb. of Expenditures/State	0	0	0	0
369 90	Miscellaneous Revenue	0	258,335	0	0
	Total Miscellaneous Revenue	$ 431,889	$ 268,301	$ 2,500	$ 1,000
	Total Revenues	$ 4,006,963	$ 4,485,143	$ 3,457,866	$ 3,819,483
	Appropriated Retained Earnings	1,496,892	0	(49,886)	0
	TOTAL RESOURCES	**$ 5,503,855**	**$ 4,485,143**	**$ 3,407,980**	**$ 3,819,483**

Proposed Budget for Fiscal Year 2022/23

Fund Title: Stormwater	Department: Stormwater
Fund/Division Number: 403-0000	Division:

		2019/20 Actual	2020/21 Actual	2021/22 Approved	2022/23 Proposed
Operating Expense					
3120	Legal	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	3,004	3,101	3,100	3,150
3470	SMU Locates	6,463	2,577	40,000	40,000
3490	Misc. Contract Services	170,876	385,907	1,059,984	1,064,984
3520	Financial & Admin	57,660	64,849	50,000	65,000
4020	Travel & Education	1,181	0	2,500	2,500
4110	Communications	0	0	3,000	0
4120	Freight and Postage	1,500	1,179	1,000	1,000
4410	Equipment Rental	5,326	4,412	5,000	5,000
4610	Storm Drainage	241,614	12,732	260,000	260,000
4620	Canals	281,817	276,886	550,000	600,000
4650	Vehicles	22,695	0	0	0
4670	Computer Maintenance	0	5,379	500	500
4675	Software Maintenance	5,042	0	5,000	5,000
4710	Reproduction	3,555	830	3,000	3,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	315,634	323,173	325,000	594,899
4990	Miscellaneous Expense	3,835	125	0	1,000
5120	EDP Supplies	561	1,500	0	1,500
5150	Miscellaneous Equipment Expense	0	0	0	0
5410	Books,Pubs,Subscriptions&Mbrshp	1,813	800	0	1,000
5900	Depreciation	1,459,514	1,467,115	1,459,514	1,467,115
	Total Operating Expense	$ 2,582,088	$ 2,550,564	$ 3,767,598	$ 4,115,648
Capital Outlay					
6310	Roads & Bridges	$ 110,596	$ 0	$ 0	$ 0
6320	Other Structures & Facilities	0	0	0	0
6330	Sidewalks, Curbs & Gutters	1,610,008	918,041	0	0
6410	Office Equip & Machinery	0	0	0	0
6430	Heavy Equipment	0	0	0	0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 1,720,604	$ 918,041	$ 0	$ 0
Debt Service					
7071	Principal	$ 900,000	$ 1,025,600	$ 924,100	$ 1,016,000
7072	Interest	296,960	232,761	171,594	150,649
7073	Other Debt Service Cost	4,202	137,702	4,202	4,300
	Total Debt Service	$ 1,201,162	$ 1,396,063	$ 1,099,896	$ 1,170,949
	TOTAL APPROPRIATIONS	**$ 5,503,855**	**$ 4,864,668**	**$ 4,867,494**	**$ 5,286,598**

General Fund's

FY 2023 Proposed Budget is balanced at $52,412,646; a $4,889,150 increase from FY 2022

Budget Highlights

- **Increased Estimated Taxable Property Values**

  $3,317,296,532; a 14.8% increase

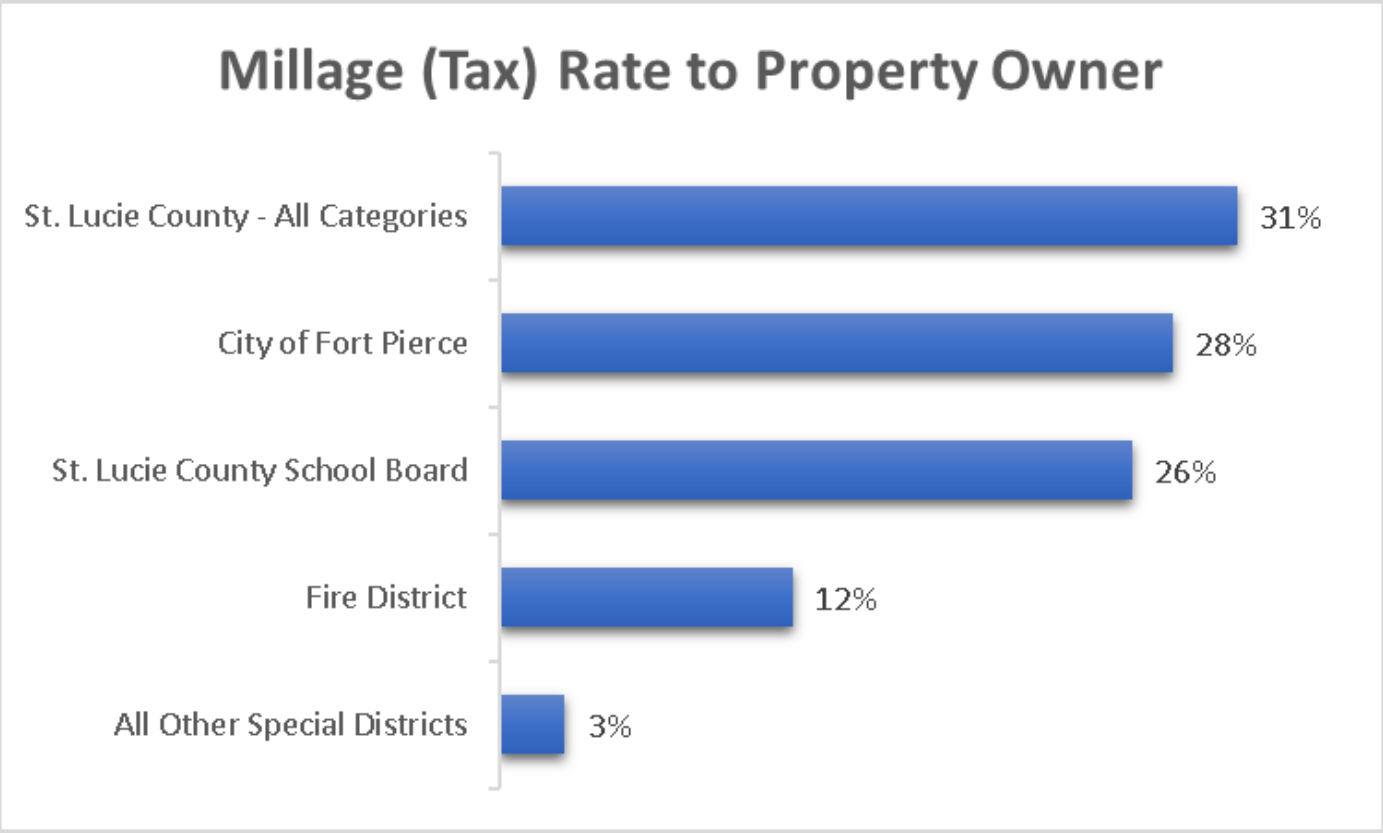
- **No change to the Millage Rate - 6.900%**

Fort Pierce Property Owner's Total Millage Rate

24.5914

(Based on Tax Bill)

- Tax bill information is based on FY 2022/23 Millage Rates
- The City of Fort Pierce is 28% of the tax bill.



Municipality	Millage Rate
St. Lucie County - All Categories	7.5568
City of Fort Pierce	6.9000
St. Lucie County School Board	6.4700
Fire District	3.0000
All Other Special Districts	0.6646

How Your Tax Dollars Are Divided



St. Lucie County - All Categories
$755.68

City of Fort Pierce
$690.00

St. Lucie County School Board
$647.00

Fire District
$300.00

All Other Special Districts
$66.46

Based on a Taxable Value of $100,000 and Millage Rate 24.5914

Taxes $2,459.14

Budget Highlights

Revenue

- Ad Valorem Revenue $22,114,262; increase of $2,865,124

- Increased Taxes and State Distributed Revenue based on actuals and trends

- Increased Revenue for Charges for Services based on actuals and trends

Budget Highlights

- **Increased Infrastructure Sales Tax Revenue $400,000**

- **$600,000 Restricted for FY 2024 Capital Expenditures**

  - **$400,000 for Capital Projects**
  - **$200,000 for Interfund Loan Payment**

Budget Highlights

Expenditures

11 New Positions being added to General Fund FY'23 Personnel Count $516,357:

City Manager	1
IT	3
Code Enforcement	2
Police	1
Public Works	3
Engineering	1

Budget Highlights

- Cost of Living Increases for all Bargaining and Non-bargaining Employees $937,193

- Fund Cost of Living Increases (Current Step Plan) for Sworn Officers $701,759

  - Police Budget is 33% of the General Fund's Budget

Budget Highlights

- **Retirement Contribution Rate**
  - Decreased .10% for General
  - Increased .93% for Police
- **8% Health Insurance rate increase**
- **10.6% Dental Insurance rate decrease**

Budget Highlights

- Operating budgets for all departments were evaluated and line items were adjusted as needed - $1,513,038

- Decrease in Debt Service Payment – ($395,575)

CITY OF FORT PIERCE
DEBT BALANCES
FISCAL 2023

CITY OF FORT PIERCE DEBT LIMIT **$67,000,000**

FISCAL YEAR	DEBT BALANCES 2022	DEBT BALANCES 2023	INCREASE/ DECREASE
TOTAL GENERAL	10,657,803.71	9,287,975.47	(1,369,828.24)
TOTAL CDBG	565,000.00	282,000.00	(283,000.00)
TOTAL FPRA	35,517,829.36	31,636,000.00	(3,881,829.36)
TOTAL MARINA	7,000,428.44	6,521,482.53	(478,945.91)
TOTAL STORMWATER	7,638,700.00	6,622,700.00	(1,016,000.00)
TOTAL SOLID WASTE	37,438.19	0.00	(37,438.19)
TOTAL BUILDING	4,383.01	0.00	(4,383.01)
ALL FUNDS ANNUAL TOTAL			
TOTAL DEBT BALANCES	61,421,582.71	54,350,158.00	(7,071,424.71)
GENERAL & FPRA	10,657,803.71 35,517,829.36	9,287,975.47 31,636,000.00	
GENERAL & FPRA TOTAL	46,175,633.07	40,923,975.47	(5,251,657.60)

Enterprise Funds
(Spending Plans)

CATEGORY	FISCAL 2022	FISCAL 2023	DIFFERENCE
Marina	4,395,739	4,810,665	414,926
Solid Waste	8,014,072	8,757,167	743,095
Stormwater	3,407,980	3,819,483	411,503
Golf Course	1,353,462	1,422,665	(69,203)
Sunrise	3,594,035	3,379,565	(214,470)
Building	4,654,368	5,244,995	593,627

Special Revenue Funds

CATEGORY	FISCAL 2022	FISCAL 2023	DIFFERENCE
Police Grants	3,757,618	3,382,674	(374,944)
Police Grants/FPRA	400,459	387,233	(13,226)
CDBG	1,007,173	1,077,388	70,215
SHIP	485,869	461,227	(24,642)
Grants Administration	301,500	431,885	130,385

City Commission Meeting & Budget Hearing - 5:05 pm

9. c.

Meeting Date: 09/06/2022

Re:

SUBJECT:

PUBLIC HEARING -- Tentative Millage Rate and Proposed 2022-23 General Fund Budget for the City of Fort Pierce

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Form Review

Form Started By: Linda Cox Started On: 07/20/2022 11:46 AM

Final Approval Date: 07/20/2022

City Commission Meeting & Budget Hearing - 5:05 pm

9. d.

Meeting Date: 09/06/2022

Re:

SUBJECT:

Consider any proposed amendments to the 2022-23 General Fund Budget

Form Review

Form Started By: Linda Cox Started On: 07/20/2022 11:47 AM

Final Approval Date: 07/20/2022

City Commission Meeting & Budget Hearing - 5:05 pm

9. e.

Meeting Date: 09/06/2022

Re:

SUBJECT:

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

Form Review

Form Started By: Linda Cox Started On: 07/20/2022 11:47 AM

Final Approval Date: 07/20/2022

City Commission Meeting & Budget Hearing - 5:05 pm

9. f.

Meeting Date: 09/06/2022

Re:

SUBJECT:

Adoption of tentative 2022-23 General Fund Budget.

Form Review

Form Started By: Linda Cox Started On: 07/20/2022 11:47 AM

Final Approval Date: 07/20/2022

City Commission Meeting & Budget Hearing - 5:05 pm **11. a.**

Meeting Date: 09/06/2022

Re: 2022 Firefighter National Challenge Competition

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

2022 Firefighter National Challenge Competition

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:42 AM
City Manager	Nick Mimms	08/31/2022 09:42 AM

Form Started By: Sara Delgado Started On: 08/18/2022 02:30 PM

Final Approval Date: 08/31/2022

City Commission Meeting & Budget Hearing - 5:05 pm **11. b.**

Meeting Date: 09/06/2022

Re: NW Pioneer Park Plaque Update

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

SUBJECT:

Pamela E. Carithers of Lincoln Park Main Street, will give an update on the NW Pioneer Park Plaque Selection and Implementation.

Attachments

Pioneer Park Nomination Criteria

Pioneer Park Nomination Matrix

Plaque Nominees

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:58 AM

Form Started By: Kaitlyn Ballard Started On: 08/25/2022 04:21 PM

Final Approval Date: 08/31/2022

GUIDELINES FOR NW PIONEER PARK HONORED PIONEER PLAQUES

Lincoln Park Main Street

Purpose

The purpose of these criteria is to establish a systematic and consistent approach for the NW Pioneer Park Honored Pioneer Plaques.

Objectives

- Ensure that the plaques are easily identified and located.
- Ensure that the reputation and background of the individual names given are consistent with the values and character of Lincoln Park.
- Encourage Lincoln Park community participation in the nominations of community members for consideration of being honored with a plaque at Pioneer Park.
- Advance the reputation of the Historic Lincoln Park community and showcase/highlight the history and contributions of its residents as well as increase awareness of this rich heritage.

Criteria

The practice of the City of Fort Pierce is to select residence from the Lincoln Park community to be honored with plaques at the entrance of NW Pioneer Park. This is through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment and civics. Therefore, the following criteria shall be used in determining the appropriateness of the nomination.

- A historical figure, or other instance of historical or cultural significance;
- Local leaders or unsung heroes, both past and present;
- An individual, living or deceased [a] who has made a significant impact in the community through their civic minded involvement and activities that influenced the community; [b] Contributed to the educational and social development of youth; [c] Going above and beyond of what is required; and [d] Longevity in the community and giving of one's time and talent.
- An individual, living or deceased, who has contributed outstanding civic service to the community;

Inclusion of Names for Bronze Plaques from Lincoln Park Community

The City started this process of naming the Northwest Pioneer Park in 1981. Since that time, the park has been re-dedicated and it is the City's wish to include names of individuals from the Lincoln Park community who have impact the development and progression of the community to be in bronzed plaque highlighting their accomplishments and life's work. It is the intent of the City and Lincoln Park Main Street to maintain consistency with these guidelines. Tradition and continuity of individual names and community identification are important community values. Each nomination to include names in bronze plaque must meet the criteria of this policy, but meeting all criteria does not ensure name inclusion on a plaque.

Procedures

The steps to nominate members from the Lincoln Park community to be considered for inclusion of their name, life's/community work to be in bronzed plaque at Pioneer Park include but not limited to:

1. An open call for submissions by Lincoln Park Main Street including a deadline for submission;

2. A completed "Pioneer Park Nomination Form" submitted to Lincoln Park Main Street for each nomination by any citizen, group, or organization;

3. Submissions vetted by the Lincoln Park Main Street Pioneer Park Committee, including all facts and backgrounds listed on the nomination form plus any other research deemed appropriate;

4. Lincoln Park Main Street Pioneer Park Committee review all nominations and verify information is accurate;

5. All vetted submissions presented to the Fort Pierce Commissioners for review with notes from the research;

6. Commissioners discuss these submissions during a Conference Agenda meeting;

7. Commissioners select the name by vote at a Commission Meeting.

LINCOLN PARK MAIN STREET

NW PIONEER PARK HONORED PIONEER PLAQUES

NOMINATION MATRIX

#	**Questions Used to Meet Nomination Criteria**	
1.	Is applicant a resident of Lincoln Park Community	
2.	Is applicant a resident of St. Lucie County	
3.	Longevity: greater than 10 years in Lincoln Park Community	
4.	Made significant impact on community through civic minded activities	
5.	Contributions changed and/or improved the lives of residents	
6.	Contributed to the educational and/or social development of youth	
7.	Going above and beyond of what is required	
8.	Unselfishly giving of one's time and talent	
9.	Recognized for Outstanding Civic Service to the Community	
10.	Is a building, park, street currently bears the name of the individual being nominated	
11.	Individual interact with local leaders and elected officials	
12.	Individual champion for the rights and equality of members of Lincoln Park	

Lincoln Park Main Street Pioneer Park Nomination Form

This Nomination Form is to establish a systematic and consistent approach for nominating members from the Lincoln Park Community for the inclusion of their name and life's work in a bronze plaque at Northwest Pioneers Park. The criteria for nomination are explained in the document "Guidelines for Northwest Pioneer Park Honored Pioneer Plaques".

Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit form to Lincoln Park Main Street

Name being nominated Albert T. Stone

If a person:

A. Address, City, State, Zip (or former if deceased) 317 N. 7th Street, Fort Pierce, FL

B. Date of Death (if deceased) March 1968

C. List specific years of involvement (Example - 01/10-12/17) 1932 – 1967

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Civic and Business

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *During the early 1900s when there were only a few families living in Fort Pierce, the area's first families, led by Francina Duval, began a campaign to establish a school for their children. The first school that opened for blacks was located on North Eighth Street n the area known as Cobb's Bottom. Mrs. Duval was also the first African American to cast a vote in 1922.*

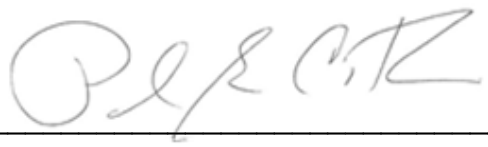
(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

This Nomination Form is to establish a systematic and consistent approach for nominating members from the Lincoln Park Community for the inclusion of their name and life's work in a bronze plaque at Northwest Pioneers Park. The criteria for nomination are explained in the document "Guidelines for Northwest Pioneer Park Honored Pioneer Plaques".

Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to Lincoln Park Main Street by _____

Name being nominated Annie Kate Jackson

If a person:

A. Address, City, State, Zip (or former if deceased) 433 N. 18th Street, Fort Pierce, FL

B. Date of Death (if deceased) July 18, 2021

C. List specific years of involvement (Example - 01/10-12/17) 1970 – 2014

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Civic and Business

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Annie Kate was the first black and first black woman employed by the City of Fort Pierce with the City Clerk's office.*

   (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

Annie Kate held many First positions in her life. She was a First black woman to be employed with the City Clerk's office in Fort Pierce, First black account clerk for Fort Pierce Utilities Authority, First black legal secretary in the State Attorney's office of the 19th Judicial Circuit of Florida, First black female personnel director for the public defender's office of the 19th Judicial Circuit of Florida and the black female from SLC to serve with the third statewide grand jury of Florida. These firsts have made Ms. Jackson's life's work unique in that most people have only "one" first in their career and/or lifetime; but Ms. Jackson continued to demonstrate the many strengths it takes to consistently obtain many firsts. The community of Lincoln Park was on display during every landmark firsts made by Ms. Jacksn.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Kate retired from DOT in 2012, but she continued to work within her community as an after school tutor, and within her church as the church clerk. Throughout Annie Kate's life in Fort Pierce, she served the community through various associations such as a reporter and editor of the Chronicle Newspaper (the first newspaper owned and operated by an African American), a member of Member of Treasure Coast Charmettes since 1971.

Annie Kate served as: President, Recording Sec., Corresponding Sec., Financial Sec. and National Sgt.-at- Arms. She was the founder of local chapter's fund raiser, 'The Purple Tea". Funds raised go to Local Chapter of American Cancer Society along with wigs for cancer patients. At the 60th convention she received an award for 45 years of service to the organization.

Signature of Nominator _____

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Charles Edward Bolen

If a person:

A. Address, City, State, Zip (or former if deceased) 707 N. 16th Street, Fort Pierce, FL

B. Date of Death (if deceased) September 27, 1994

C. List specific years of involvement (Example - 01/10-12/17) 1957 – 1990

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Publisher-Owner/Operator of Chronicle Newspaper

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Publisher of First African American owned and operated newspaper in Fort Pierce in 1957.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

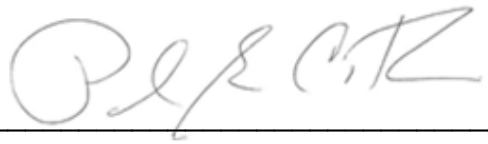
1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

The lives of African Americans came to life when C.E. Bolen, publisher of the first African American owned and operated newspaper began circulation in Fort Pierce in 1957, The Chronicle. Publisher Bolen's vision highlighted news, events, and critical issues facing the African American community.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Bolen convinced noted author, folklorist, and anthropologist Zora Neale Hurston to work for him writing a weekly column. Hurston's coverage included stories on community concerns, race relations, hoodoo, black magic, as well as other local features. \n\n According to a February 14, 1990 Fort Pierce Tribune article, C.E. Bolen had this to say about his experience with Zora: "I found Zora in Cocoa, where she was doing some writing for the Pittsburgh Courier, I think. I said, 'Why don't you come to Fort Pierce and work for me?' and she did... She amazed me. You could learn a lot from talking to her... She carried a lot of useful information with her to her grave."

For nearly 40 years, Mr. Bolen owned, operated and published the Chronicle Newspaper, reporting the lives, activities, events and history of the Black community in Fort Pierce and St. Lucie County. Everything news worthy was reported in the Chronicle first, it served as the black community's voice.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit form to Lincoln Park Main Street

Name being nominated Charles Oliver Hines

If a person:

A. Address, City, State, Zip (or former if deceased) 1606 N. 16th Street, Fort Pierce, FL

B. Date of Death (if deceased) September 7, 1992

C. List specific years of involvement (Example - 01/10-12/17) 1970 – 1991

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Educator - Government

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Before he completed his high school studies, he enlisted in the Army and served a tour of duty of two years during the Korean conflict. After discharge from the Army, he returned to St. Lucie County and received his high school diploma from Lincoln Park Academy and enrolled at Florida A&M University. Actively involved in athletics since the age of 12, either as an athlete or a supervisor. All of his athletic career was in the state of Florida with the exception of the two years he spent in the military service.*

   (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

Coach Hines dedicated 33 years to the St. Lucie County School District and very active with organizations involving youth in the community. He was affiliated in organizations including St. Anastasia Church, Alphi Phi Alpha Fraternity, Knights of Columbus, American Legion and several professional organizations involving his work life. Hines served on the board of directors for the Drug Abuse Treatment Association and as coordinator for the Positive Esteem Program (RAIDE).

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Hines has made outstanding achievements as an athlete in high school, college, and the army. As a coach he garnered many district and conference honors. He has served as a super role model, encouraging many athletes to further their education as well as athletic abilities. He has served St. Lucie County in athletic for 33 years. During his tenure he was football coach at Lincoln Park Academy and Dan McCarty High School; football coach, wrestling coach, and athletic director at Fort Pierce Central High School; and football coach, athletic director, and assistant principal in charge of athletics at Fort Pierce Westwood High School.

While at Fort Pierce Central High School, Hines started the first wrestling program in St. Lucie County, culminating a record of 94-11. He also was selected to serve as one of the coaches for the South All-Star football team in 1972. As athletic director at Fort Pierce Central High School, he was instrumental in bringing girls sports back to the county. When Fort Pierce Westwood High School opened, he was transferred there to organize the athletic program, serving as head football coach and athletic director, and later became Assistant Principal. During his second year as football coach at Fort Pierce Westwood High school, his team was selected as one of the most improved teams in the state of Florida by the Coca-Cola/Dunkel rating system. In his third year at Fort Pierce Westwood High School, his football team won the district and Suncoast Conference championships, which entitled the team to be in the first round of the state playoffs. Hines has been active in many community organizations dealing with the youth of St. Lucie County. His numerous successes have been credited to his affiliation with these youths as an elementary school teacher, scoutmaster, little league coordinator, recreation director and YMCA director.

In 1991, Coach Hines was inducted into the Florida High School Athletic Association.

Signature of Nominator _____

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to Lincoln Park Main Street by _____

Name being nominated Charlie Frank Matthews, Sr.

If a person:

A. Address, City, State, Zip (or former if deceased) P.O. Box 2593 Fort Pierce, FL

B. Date of Death (if deceased) _____

C. List specific years of involvement (Example - 01/10-12/17) 1970 – Present

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Civic and Civil Rights

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Community activist, always advocating for the rights of African Americans in the Lincoln Park community. As NAACP Chair, the branch was one of the most award-winning branches for large memberships; championing the causes of Civil Rights, Housing, Education, Unfair Labor Practices and Police Brutality.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

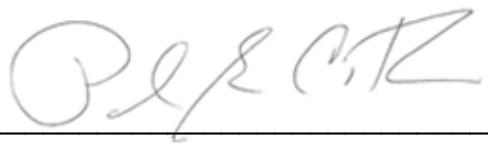
Mr. Matthews has served on more than 20 boards and committees for the City of Fort Pierce, 14 as Chairman. During his leadership in the field of Civil Rights, he has served with great honor as a leader, 25 years as NAACP Branch President, convened under his leadership, three Florida State Conference Conventions were held in Fort Pierce. Mr. Matthews is very successful in galvanizing the community for support of civil and human rights of residents in Lincoln Park through signed petitions in opposition of initiatives and policies that do not align with the community at large.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Mr. Matthews coached Little League and helped to develop a Charter known as Northside Bat and Ball League, which is still active. His love for the city's disadvantaged youth played a major role in the development of Horatio Grisby, Sr. Baseball field, coached a championship team named "The Challenger" (keeping with the Astronaut Space Program). He also served as Executive Secretary of the Northside Bat and Ball Club. He is presently a lifelong member of the Lincoln Park Recreation Board of Directors and serving as Chairman.

He has received over three hundred service awards with distinction during his professional career: The Outstanding Citizen of the Year, Most Active Citizen in the News, Black History Awards and Shakers and Makers of Political Affairs, Outstanding Congressional Achievement Award, and Who's Who of the South. There are many awards and achievements from his years of dedication and involvement in the area of Civil Rights, Civil Liberties, and Political and Voting Rights.

Mr. Matthews currently serves as Chairman of the Fort Pierce Utility Authority, Chairman of the City of Fort Pierce Community Redevelopment Advisory Board and President of the Lincoln Park Recreation Board. He is the Past President of the Saint Lucie County NAACP serving longer than any other President.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Cora Mae Lucas Monroe

If a person:

A. Address, City, State, Zip (or former if deceased) 3110 Avenue R, Fort Pierce, FL

B. Date of Death (if deceased) February 2, 2020

C. List specific years of involvement (Example - 01/10-12/17) 1957 – 1990

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Educator and Administration, Civic, Human Relations Work

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Honored by the Florida Education Association and Club Utilitas for having received the highest honor in Human Relations Work in the State of Florida.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

_____

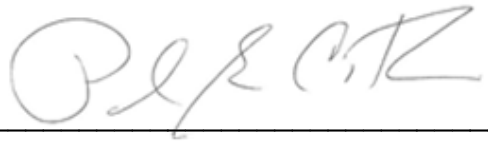
1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

After being a teacher and guidance counselor for 32 years, in 1980 Cora retired but even then could not leave her work with the students and continued on as a volunteer encouraging them to go on to college and helping to obtain the financial help they needed. Seeing the great need for these students to be tutored and helped with their homework, she started working with groups of 20-25 teenagers, meeting them in the library using their own textbooks and serving them cookies and milk.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Later space was found at C.A. Moore Elementary, then the Superintendent at the time stopped by to visit, liked what he saw she was doing and gave her the go-a-head and told the principal to give her whatever she needed. She set up a lab, used gerber food jars and hot plates, encouraged the youngsters to bring in their own frogs and tadpoles. Other members of Club Utilitas became interested and in 1986 they convinced the City Commission of the immediate need for a Teen Center. Land was donated and Cora's brother, Ike Lucas volunteered to supply the labor. A public meeting was called to enlist pledges of financial assistance. Many clubs, individuals and businesses responded, and they have continued this support over the years thanks to Cora's efforts.

Cora along with her late husband served the community of Fort Pierce in many capacities and also operated the first African American owned flora shop, "The Flower Patch" in Fort Pierce. The couple also owned and operated a restaurant, El Chico's. Cora's affiliations, awards, and recognitions include a charter member of Eta Eta Omega Charter of Alpha Kappa Alpha Sorority, Inc., Charter Member and President of the Fort Pierce Chapter of the Links, Inc,; a member of the Library Advisory Board and Director of Club Utilitas Teen Center/Daycare and Tutoring Program.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to Lincoln Park Main Street by _____

Name being nominated Clarence Brown

If a person:

A. Address, City, State, Zip (or former if deceased) 3103 Avenue R, Fort Pierce, FL

B. Date of Death (if deceased) _____

C. List specific years of involvement (Example - 01/10-12/17) 1970 – 2010

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Other - Government

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *When the City of Fort Pierce decided to redevelopment of the Northwest Section of Fort Pierce, it was a huge undertaking. The decision to move forward with revitalization efforts began in 1978, when the City Manager and Director for Building and Zoning (now Planning) came together with Planner and Grant writer Clarence Brown to devise a project approach and plan.*

   (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

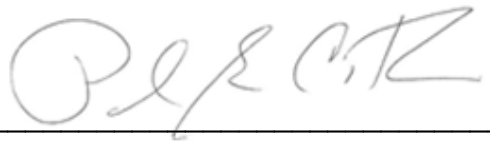
The infrastructure revitalization program encompassed four components: comprehensive street lighting; housing rehabilitation; fire hydrants; and recreation. Mr. Brown would team up with City Engineer to identify streets to be repaved and/or re-surfaced, and the respective costs to be implemented in the upcoming fiscal year. The work created a Street Pavement Plan for northwest Fort Pierce, especially Avenue M and Avenue D. Although Avenue D was and still is a county road, because it was located in the city limits, the City maintained Avenue D then and now.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

From 1978 – 1986, 33-miles of infrastructure improvements were made, including street paving, storm drainage, sewer lines, water mains, curb and gutter, and standard five feet wide sidewalks. The workload called for 61/2 miles of road paving per year and a total of 15 miles of sidewalks. The target area was east to west from U.S. Highway 1 to Angle Road; and north and south from Orange Avenue to Avenue Q. The housing component offered five thousand dollar grants to homeowners to make improvements that would be forgiven after five years provided they remained in the property for at least five years. If the property owners moved, they were responsible for repaying the grant. The second part of the housing program was a three thousand dollar loan to be used for home improvements.

The installation of fire hydrants was the next phase of the project. The UA worked with the contractors to insure that every hydrant with a pumper truck would have a 600 feet circumference. The next phase was the comprehensive street lighting; this included all streets in the target area and especially Avenue D. Beautification and streetscape improved the area, but a nice recreation park was needed west of 25th Street in the target area. In 1979 the City used federal funds to purchase 4.1 acres of property at the northwest corner of 29th Street and Avenue M known as Pioneer's Park. The funds were also used to develop the park: $60,000 for the land, $350,000 to build the park; the city designed the facility, Utilities Authority installed the lighting; and the underground sprinkler system was installed by the City.

Mr. Brown received a Proclamation from the City of Fort Pierce with distinction as Housing Program Supervisor and as Community Development Coordinator for the acquisition and administration of over 6.67 million dollars in Community Development funds. He also received District XV Health and Human Services Board, Health and Rehabilitative Services – SLC appointed Clarence Brown to serve as a founding member of the board to assist with the organization of an entity that was community based, community owned and responsive to the needs of the citizens of District XV.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit form to Lincoln Park Main Street

Name being nominated Fred Charles and Francina Duval

If a person:

A. Address, City, State, Zip (or former if deceased) 1930 Dundas Court, Fort Pierce, FL

B. Date of Death (if deceased) Fred Duval d: January 1946; Francina d: June 7, 1975

C. List specific years of involvement (Example - 01/10-12/17) 1908 – 1975

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Civic, Education and Community

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *During the early 1900s when there were only a few families living in Fort Pierce, the area's first families, led by Francina Duval, began a campaign to establish a school for their children. The first school that opened for blacks was located on North Eighth Street n the area known as Cobb's Bottom. Mrs. Duval was also the first African American to cast a vote in 1922.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).
If other than a person:

A. Summarize the reason for this nomination (more detail in #3)

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

In 1906, the building next door to the storage shed was given to the African American community for their school, which had no name. Sometime before the 1920s, the school moved and was located on Means Court at 13th Street. The school became known as Means Court School. The school was K-8 grades and was open only seven months each academic year.

About 1921, parents began setting its sights on establishing a full, four-year high school for African Americans. In the early years, the school served as the center for activity for the small but growing black community of Fort Pierce. At that time, there was no place for the school to hold its basketball games; in an effort led by Francina Duval and members of the Parent Teachers Association; Dreamland Theatre outdoor court was secured until the group was able to convince the school board to build a basketball court for the school.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Fundraising was nothing new to the parents as they began another campaign to raise funds. To raise the money to buy the land for the basketball court, Francina Duval sold 10-cent sandwiches to the students Monday through Friday from noon to 1:00 pm. In 1922, the school board agreed to build a concrete court at the corner of 13 Street and Means Court as an incentive to raise money for the basketball court. Whenever, there was a sporting event like a basketball game in Fort Pierce, it was heavily attended.

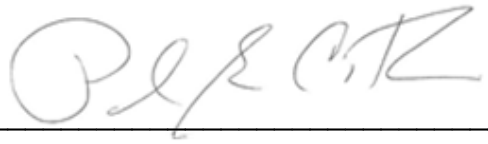
When the Negro public school closed for the academic year in April 1923, it was in need of funding and had only five teachers. Even then, a committee of parents was beginning work on the establishment of a high school. To understand what an audacious ambition this was, one has only to know that there was not a full, four-year high school south of Palatka, and there was not an accredited Negro high school in Florida. Furthermore, in 1921, there were only eighteen Negro pupils in the twelfth grade in the three four-year high schools in the entire state.

In September 1923, the school opened as a junior high school. There were five students classified as ninth graders. The following year, the citizens began talking about a senior high school. Principal Espy talked it over with the superintendent and invited him to meet with citizens to discuss the matter and he agreed. The well attended meeting was held at St. Paul A.M.E. Church. A plea was made to the superintendent for a four-year high school. He was told that their children had to go to college to get high school level work, and that the expense was a great burden.

Superintendent Riggs rose to speak, and stated that there were all kinds of high schools with quality degrees. He further stated he was not interested in a quack high school, but if the citizens really wanted to have a first class high school, and were willing to cooperate in the development of one, he would propose it to the school board. A first rate high school meant it would cost money for library books, materials, and supplies. Teaching materials, science equipment and home economics equipment would also have to be provided.

After he was seated, the citizens pledged $1,600 to be paid during the following term if the senior high school was approved. Many were skeptical as to whether such a large amount of money could be raised, but the community surpassed their goal of $1,600 by raising $2,600 for the school year. Impressed with the local commitment, the school board approved the senior high school and Lincoln Park Academy was born.

Principal Espy kept academics at a high standard and insisted on certified teachers. Not long after, the school incorporated high school classes and became known as Lincoln Park Academy. This was the original site of Lincoln Park Academy, established in 1925 and accredited in 1929.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Detective Jimmie Lee Blakely

If a person:

A. Address, City, State, Zip (or former if deceased) 1302 Avenue E, Fort Pierce, FL

B. Date of Death (if deceased) August 1, 1995

C. List specific years of involvement (Example - 01/10-12/17) 1952 – 1980

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Police Officer – Community Patrol

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Sergeant Blakely was the first African-American citizen employed as a police officer in the City of Fort Pierce.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

His indignation about the absence of an African-American police officer in the City of Fort Pierce led him to apply for a position with the Fort Pierce Police Department in 1952 during the days of segregation. Not unlike the discriminatory practices in other cities across the country, Officer Blakely was required to only work in the northwest section of the city. He retired from the police force in 1980 after serving twenty-eight years.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

During this tenure with the police department, he organized the Lincoln Park Police Benevolent Association that was responsible for bringing many well-known singers and performers to the city. This Association and Mr. Baker (owner of Baker's Bar and Grill) were responsible for bringing many well known singers and performers such as Dee Dee Sharpe, Sam and Dave, and Redd Foxx to name a few. This Association was also instrumental in bringing annual fairs and carnivals to the community. These activities were the sole entertainment available to the northwest community during this period of time.

Mr. Blakely organized the first Mini-City Junior Police Program. This program taught youth good safety habits and allowed them to practice on one of four "little police cars" that were available on the driving range located at the Lincoln Park Community Center. Additionally, as a police officer in the northwest community, Officer Blakely was often called to act as mentor, disciplinarian, and surrogate father for many families. During this period of time, the adage "It takes a Village to Raise a Child" was indeed a way of life for the citizens living in the northwest community.

In his continued quest to help, he established Blakely's Bail Bonds and assisted defendants in getting to and from court. He was known to serve as a mentor and surrogate father to many families.

Signature of Nominator _____

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit form to Lincoln Park Main Street

Name being nominated Lyons Family: Wilson and Alice Lyons; William Lyons

If a person:

A. Address, City, State, Zip (or former if deceased) 806 Avenue D, Fort Pierce, FL

B. Date of Death (if deceased) Wilson 1969; Alice 1952; William ???? ; Emma 1987

C. List specific years of involvement (Example - 01/10-12/17) 1902- 1987

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Civic, Business and Community

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *In 1902, Wilson and Alice Lyons, along with siblings William Lyons settled in Fort Pierce as one of eight black families. William Lyons traveled with his brother and sister-in-law to Fort Pierce. William opened the first co-op grocery store in the Lincoln Park area.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).
If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

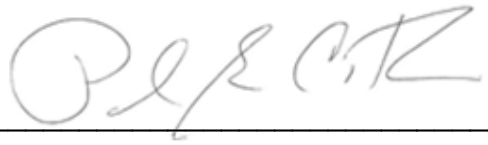
1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

First Historical Marker placed in Lincoln Park on February 7, 1982 at the home of the Wilson and Alice Lyons, the first home built in on Avenue D in 1908. Walter Lyons, son of Wilson and Alice and his sibling, Emma Lyons Burns along with descendants gathered for the installation of the historic marker. Wilson and Alice built their home on deepest, wooded site in the area and raised their four children, Abel, Emma, Walter, and Mary, who died at an early age.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Sometime after 1903 Wilson purchased the property while working at the East Coast Lumber yard. He purchased material to build his home out of his weekly salary or pay for it on time, each night, he and his wife Alice would build or add on to the house. The house was completed around 1908 or before, according to deeds at the courthouse, this property was paid in full and Wilson received the deed in 1910. There was no road to this address, Wilson had to cut a path from North 7th Street and now Avenue D to his home in order to carry the lumber on his bike. Later the kitchen and front porch was added. Wilson would purchase three more lots (Lot 3, 4, 5 Block F, Fee & Mays Addition). Wilson later went to work for Mr. P.P. Cobb and did so until he died. Wilson and Alice would care for Mr. Cobb until his death.

In 1903, William donated the land to build Mount Olive Baptist Church and was one of the church's first deacons.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Honorable Ralph Lorenzo Flowers

If a person:

A. Address, City, State, Zip (or former if deceased) 1561 SE Coply Street, Port St. Lucie, FL

B. Date of Death (if deceased) August 22, 2014

C. List specific years of involvement (Example - 01/10-12/17) 1970 – 2014

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Education and Law, Civil Rights

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Young Attorney sued the St. Lucie County School Board desegregation issues in the 1970s several times; Hillcrest Memorial Garden for refusal to bury African American Soldier during Vietnam Conflict.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

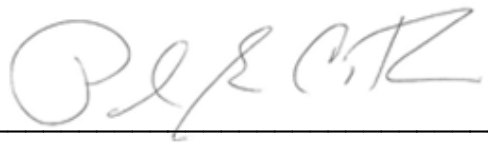
In 1970, a St. Lucie County all-white cemetery offered to bury local casualties of the Vietnam conflict for free. The family of Poindexter Williams, a Fort Pierce man killed in action, was denied burial because he was black. Flowers won the case. In 1970, the U.S. Justice Department filed suit against the district for its refusal to adopt a comprehensive integration plan. Flowers piggybacked on the federal suit with a case of his own, defending several black students accused of creating unrest about segregation. Federal Judge C. Clyde Atkins in August 1970 ordered the district to desegregate its schools, and a month later the new Fort Pierce Central High School opened for white and black students.

Atkins created a biracial committee of six whites and six blacks to oversee the integration process. For almost three decades, Flowers represented the group to the court. Its members came to be known as the "invervenors". During the battle for desegregation, Flowers sued the school board no less than seven times.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

In 1972, Father Richard Marquess-Barry sought out Attorney Flowers and laid out his thoughts about the plight of Blacks in Fort Pierce and enlisted Ralph's help in righting the injustices Blacks had suffered for years. Attorney Flowers was 32 years old and Father Barry was 28 years old at the time. From that first meeting, a lifelong friendship developed between the two of them. Their friendship and work made life better for Blacks in St. Lucie County.

Later, in 1973 Flowers he was appointed as the last city judge in Fort Pierce, a position he held until it was phased out in 1976. Flowers was first black judge appointed anywhere in the 19th Judicial Circuit. His success in the Poindexter Williams case brought many phone calls.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

This Nomination Form is to establish a systematic and consistent approach for nominating members from the Lincoln Park Community for the inclusion of their name and life's work in a bronze plaque at Northwest Pioneers Park. The criteria for nomination are explained in the document "Guidelines for Northwest Pioneer Park Honored Pioneer Plaques".

Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Robert Jefferson, Sr.

If a person:

A. Address, City, State, Zip (or former if deceased) 2300 Valencia Avenue, Fort Pierce, FL

B. Date of Death (if deceased) December 23, 1983

C. List specific years of involvement (Example - 01/10-12/17) 1950 – 1983

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Education and Administration

E. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *First African American Integrated High School Principal during the height of integration, calmed the riots and fighting commanded respect.*

   a. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

_____

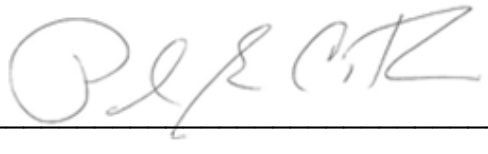
1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

Mr. Jefferson started a new era of sports and spectators alike in St. Lucie County, especially in football and basketball. Bob Jefferson, as coach of the "Fighting and Fleeting Greyhounds" revolutionized those two sports. His name became a household word over the State of Florida. His teams were the first of their race to play at Jaycee Field. He purchased the first set of uniforms and he taught his boys and girls to be competitors. But more importantly, he instilled the desire to get an education and service to their community in his fellows.

He was appointed the first Dean of Boys at LPA in 1957. In 1962 when the position of Assistant Principal became available, Jefferson applied and was appointed first at LPA, later at Dan McCarty Annex. In 1970, he became Principal at LPA. The problems of integration and race relations at the recently formed Fort Pierce Central High School, once again gave Jefferson the opportunity to shine. Superintendent D.R. Seelinger and the St. Lucie County School Board made an unprecedented move which shook the minds of the community. Bob Jefferson was appointed Principal at Fort Pierce Central High School. The Southern Association Accreditation and Educational Standards termed his appointment and the immediate results as a "Miracle."

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

In the year prior to Jefferson being appointed Principal at Central, there was resistance from some of the students to desegregation, and one day a number of students walked out of class. There were disturbances, the police were called, and then school buses were called early, and the students sent home. There was sporadic fighting in the days that followed. It was an inauspicious start for school desegregation. The following year, Jefferson was named principal of Fort Pierce Central. Students of both races admired Jefferson. Jefferson was a strong disciplinarian and believed in respect for authority. His mere presence commanded respect. His ability to relate to students and raise their level of expectation, attributed to his success in calming the contentions of integration in high school and bridging the communities of white and black of Fort Pierce. He will forever be remembered for his contributions to the lives of youth, their families, the Fort Pierce community and St. Lucie County.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Vernon H. Floyd

If a person:

A. Address, City, State, Zip (or former if deceased) 3110 Avenue R, Fort Pierce, FL

B. Date of Death (if deceased) _____

C. List specific years of involvement (Example - 01/10-12/17) 1955 – 1985

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Educator and Administration, Civic, Human Relations Work

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Honored by the Florida Education Association and Club Utilitas for having received the highest honor in Human Relations Work in the State of Florida.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

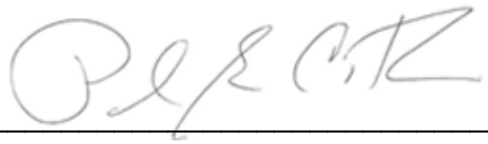
_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

After being a teacher and guidance counselor for 32 years, in 1980 Cora retired but even then could not leave her work with the students and continued on as a volunteer encouraging them to go on to college and helping to obtain the financial help they needed. Seeing the great need for these students to be tutored and helped with their homework, she started working with groups of 20-25 teenagers, meeting them in the library using their own textbooks and serving them cookies and milk.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Later space was found at C.A. Moore Elementary, then the Superintendent at the time stopped by to visit, liked what he saw she was doing and gave her the go-a-head and told the principal to give her whatever she needed. She set up a lab, used gerber food jars and hot plates, encouraged the youngsters to bring in their own frogs and tadpoles. Other members of Club Utilitas became interested and in 1986 they convinced the City Commission of the immediate need for a Teen Center. Land was donated and Cora's brother, Ike Lucas volunteered to supply the labor. A public meeting was called to enlist pledges of financial assistance. Many clubs, individuals and businesses responded, and they have continued this support over the years thanks to Cora's efforts.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit form to Lincoln Park Main Street

Name being nominated Rufus J. Alexander, Jr.

If a person:

A. Address, City, State, Zip (or former if deceased) 2901 Avenue M, Fort Pierce, FL

B. Date of Death (if deceased) November 11, 2000

C. List specific years of involvement (Example - 01/10-12/17) 1970 – 1999

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Civic and Community

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Prominent leader in the black community was a member of the pioneer Alexander Lyons family, the first black family to settle on Avenue D. Alexander was a native of Fort Pierce and was the first black postal employee in the county. He was a U.S. Army veteran, serving for 26 years during World War II, the Korean War and Vietnam.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).
If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

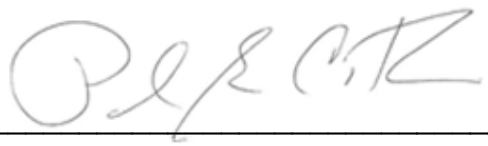
According to his family and friends, Alexander organized, contributed, initiated and supported many causes within the community, the United States and abroad. He was a frequent contributor of letters to the editor published published in the Tribune.

Among the local projects that Alexander was involved in were the Sheraton Plaza Park and Lighting District; Paradise Park playground, swimming pool and clubhouse; the Lighting District of 25th Street; the enclosing of the Belcher Canal Bridge to protect school children; and the paving of Avenues R, S and T north of 25th street and most streets north of Moore's Creek.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Alexander participated in a program to raise funds to enlarge the child care center next to the Lincoln Park Community Center and to purchase playground equipment and toys. He organized the annual sickle-cell anemia fund-raising drive and was involved in other community activities and projects that focused on children and minority issues. Alexander engaged in numerous letter-writing campaigns to local, state and national political leaders to address individual and community issues and made countless contributions to promote higher education among minority youths in the community.

He got involved with the community and youth, in particular he advocated for the development of Pioneer's Park. He didn't just stop at writing letters to the City Manager and Mayor but to whomever would lend an ear. And once the park was developed, Mr. Alexander personally watched over the park, when kids were at play, he would often give them food and water. After hours when the park was closed and teens would try and engage in deviant behavior, Mr. Alexander would chase the would-be vandals away. He served as a self-appointed park keeper and trustee. His primary concern was to preserve the park and the for safety of the children.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Willie J. "Britt" Stockton

If a person:

A. Address, City, State, Zip (or former if deceased) XXXXX Fort Pierce, FL

B. Date of Death (if deceased) June 19, 1977

C. List specific years of involvement (Example - 01/10-12/17) 1955 – 1977

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Civic and Civil Rights

   b. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Community activist, always advocating for the rights of African Americans in the Lincoln Park community. A military veteran and fruit contractor, Mr. Stockton was President of the Quarterback Club and the National Association for the Advancement of Colored People (NAACP). The Quarterback Club had orange and black jackets and supported the Lincoln Park community and the school by raising funds, chaperoning at various community and school activities, served as Game Marshalls at football games.*

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

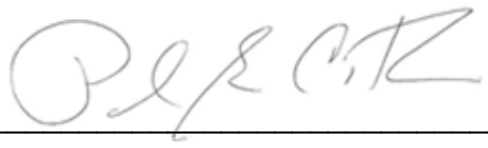
In the 1970s, Mr. Stockton lead a boycott of Max Market, the corner of Orange Avenue and 23rd Street for not placing blacks in leadership roles. He organized a picketing of the A&P Grocery Store for not promoting blacks. Mr. Charlie Frank Matthews was already employed and was promoted, and eventually promoted to Store Manager for A&P stores. A&P management bought in two other blacks on cashier and in produce. Mr. Stockton fought county government for not having blacks on staff, often attended meetings, and speaking on the inequality of blacks in hiring and unfair treatment.

Stockton's enterprising efforts reached beyond social issues, he was concerned about the whole community, economics, social, recreation, and transportation. He had a minibus line, the city developed routes for his bus system and placed bus stops in the Lincoln Park area. The focus was on 29th street and trips would be to the grocery store, drug store, and retail shops. The system also featured a schedule. Mr. Stockton and the Quarterback Club's impact on the Lincoln Park Community is evidenced some more than 40 years later.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

The Quarterback Club met with the Sheriff to set up Citizen Patrol in Lincoln Park and the Northwest section of Fort Pierce. They even had a car. Mr. Stockton was the driving force behind the Horatio Grisby, Sr. Field being cleared and organized for baseball with a diamond shape and bases. Before, the land was filled with sand spurs and overgrown grass. In this effort, he joined the forces of both the Quarterback Club and the NAACP to organize and appear in masses at the City Commission meeting with petitions in hand to demand the city set aside dollars in the budget.

Stockton organized a women's softball team in St. Lucie County that gave people in Lincoln Park area something to look forward to on Saturday and Sundays. He felt there was a direct role in keeping people in of participating in sports. He was instrumental in controlling block voting. Stockton endorsed candidates who would eventually win. It was believed the press was trying to influence the black community in elections, and Stockton let it be known that Lincoln Park community picks their own candidates.

Signature of Nominator 

Lincoln Park Main Street Pioneer Park Nomination Form

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Nominator

Name Lincoln Park Main Street

Address, City, State, Zip 1234 Avenue D Fort Pierce, Florida 34950

Phone (772) 462 - 2481 Email lincolnparkmainstreet@live.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Zanobia Bracy Jefferson

If a person:

A. Address, City, State, Zip (or former if deceased) 2300 Valencia Avenue, Fort Pierce, FL

B. Date of Death (if deceased) January 2, 2016

C. List specific years of involvement (Example - 01/10-12/17) 1950 – 2015

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Art Education and Civic

E. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) *Developed the first art program at Lincoln Park Academy, taught many of the Highwaymen Artist to paint; mentored Alfred Hair inside and outside of school.*

   a. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3)_____

_____

1. Identify in detail the area of contribution made by the nominee and be specific – name either significance and/or impact to the community and/or individuals or group of people. (Example - Health, Education, Business, Environment, Civic, Other).

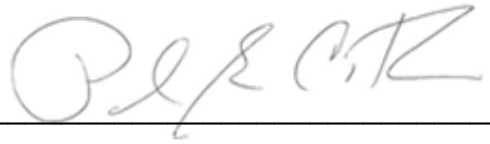
Ms. Jefferson contributed in the field of the arts in St. Lucie County both in the classroom and in the community. Her love for the arts and her commitment to teaching youth and adults alike the values of art and culture has transcended the lives of many. When Ms. Jefferson started teaching at Lincoln Park Academy, there was no art department. It was due to her efforts that an art program was developed. She recognized Alfred Hair's potential as an artist and helped mentor him both inside and outside school. According to Zanobia, teachers liked Alfred, as he was personable and wanted to succeed. Because they didn't have paints in the school at the time, she taught him and her other students to work with pastels. Alfred showed artistic potential, and at his mother's request, Zanobia worked with Alfred on Saturdays. However, at that time, Alfred wasn't serious about becoming an artist. He had other things to do on Saturdays.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

Zanobia taught some of the students who would later come to be known as the Highwaymen. While she saw the most promise in Alfred Hair, she also educated other future Highwaymen, including James Gibson, Isaac Knight, Carnell Smith, Johnny Daniels, Willie Daniels and one of the Buckner boys (she's not sure which one, since her students were identified by last name only). Sometime later, Bean Backus went to the Lincoln Park Academy counselor offering his services as an art teacher. The counselor contacted Zanobia, and she suggested that Alfred become Bean's student. Alfred Hair was the only Highwayman who took formal lessons from the well regarded white landscape artist.

When the artists Zanobia Jefferson helped mentor were first called "Highwaymen," she disapproved of the name and was quick to say so. Regardless of the name that marked them, as her students gained national attention and grew as artists, she took pride in their accomplishments. She attended their exhibitions, hung their work in her home, and readily responded to invitations to talk about them. As a teacher, she always knew that their success was her success.

Another major contribution of Ms. Jefferson is the organizing and development of the Lincoln Park Black Arts Festival in 1984. The festival displayed the cultural heritage of Lincoln Park and the arts of the Treasure Coast and it's artists. The festival drew many attendees from the surrounding area and presented a fresh perspective in the resurgence of the arts via paintings, sculptors, folklore, music, and print. An accomplished sculptor, Jefferson taught art at Lincoln Park and later Fort Pierce Central for more than 40 years. She retired in the 1990s, but continued to be deeply involved in the arts on the boards of the Backus Gallery, the St. Lucie County Cultural Affairs Council and the Sunrise Theatre.

Signature of Nominator 

City Commission Meeting & Budget Hearing - 5:05 pm **12. a.**

Meeting Date: 09/06/2022

Re: Fisherman's Wharf Agreement

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Approval of Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf to provide additional time to cure title and survey objections with a new deadline of March 1, 2023.

SUMMARY:

The City of Fort Pierce and Fort Pierce Redevelopment Agency entered into an Agreement for the Purchase and Development of Fisherman's Wharf with Pierce 1 Marina, LLC on August 16, 2021. The first amendment to further extend the deadline for the City to cure the title objections and survey objections was executed on March 21, 2022. The City now anticipates that it will need additional time beyond September 1, 2022 to cure the objections. This second amendment will extend the City's deadline to March 1, 2023.

RECOMMENDATION:

Approve Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf

ALTERNATIVES:

Amend or deny Amendment

RESPONSIBLE STAFF:

Tanya Earley, City Attorney
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Nicholas C. Mimms, City Manager

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Executed Agreement for Purchase and Development of Fisherman's Wharf

Executed First Amendment to Agreement for Purchase and Development of Fisherman's Wharf

Second Amendment to Agreement for Purchase and Development of Fisherman's Wharf

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/09/2022 03:21 PM
City Manager	Nick Mimms	08/09/2022 03:21 PM

Form Started By: Shyanne Harnage
Started On: 08/08/2022 02:53 PM
Final Approval Date: 08/09/2022

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF

THIS AGREEMENT (the "**Agreement**") is made and entered into as of this 16th day of August, 2021, by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "**Real Property**"); and

WHEREAS, the City issued a request for proposals ("**RFP**") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Pierce has submitted the most advantageous proposal; and

WHEREAS, Pierce has proposed the development of the Fisherman's Wharf Project, as more generally set forth in the Response to Request for Proposal No. 2020-023, Redevelopment of Fisherman's Wharf, submitted to the City of Fort Pierce on January 25, 2021 (the "**Project**"); and

WHEREAS, the City and Pierce both desire to enter into an agreement, allowing Pierce to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Pierce subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable

considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Convey and Develop. The City agrees to convey the Real Property to Pierce, and Pierce agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Purchase Price and Method of Payment; Deposits. Subject to offsets, prorations, and adjustments as contemplated herein, Pierce shall pay the City the sum of Five Million and No 00/100 Dollars ($5,000,000.00) in immediately available funds at closing.

3. Due Diligence Period. Pierce, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Pierce's sole cost and expense, as Pierce determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Pierce's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Pierce, in Pierce's sole and absolute discretion, to be necessary for Pierce to determine the feasibility of Pierce proceeding with the development of the Property. The City hereby grants to Pierce, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Pierce's studies and investigations, as reasonably required. Pierce shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Pierce shall not subject the Property to any liens in connection with such studies and investigations and Pierce shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Pierce agrees to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Pierce, or Pierce's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Pierce may, at Pierce's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Pierce shall deliver to the City

copies of any reports of studies and investigations procured by Pierce relative to the Property during the Due Diligence Period.

4. Copies of Reports. The City agrees to deliver to Pierce, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, and (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) relating to the Property.

5. Land Development Approvals and Certain Conditions to Closing.

a. Approval Period. If Pierce has not terminated this Agreement in connection with the closure of the Due Diligence Period as contemplated hereinabove, then for two hundred and seventy (270) days after the expiration of the Due Diligence Period, Pierce (and, to a certain extent as provided herein below, the City) shall work diligently to secure all approvals necessary in Pierce's sole but reasonable discretion to permit the development of the Project. Such period shall be hereinafter referred to as the "**Development Approval Period**" and such approvals shall be hereinafter referred to as the "**Development Approvals**". The Development Approvals must be secured and found to be satisfactory to Pierce (in its sole but reasonable discretion) and will include, without limitation: (i) necessary zoning for the Project; (ii) necessary site plan and/or preliminary plat approval for the Project; (iii) necessary permits from all applicable governmental authorities and governmental permitting agencies; (iv) any required concurrency approvals; (v) sewer and water approval, including all water, sewer, and/or utility capacity, connection rights, rights issued, tap rights, and all drainage rights and allocations; (vi) necessary agreements with applicable governmental authorities regarding school capacity, utilities, and roadway improvements necessary for the Project; (vii) all necessary and final, non-appealable site plan approvals issued by local, county, state and/or federal governmental or quasi-governmental authorities required to proceed with the uninterrupted construction of the Project including, without limitation from the Florida Department of Environmental Protection (and its local counterparts), Florida Fish and Wildlife Conservation Commission, the US Army Corps of Engineers, the South Florida Water Management District; and (viii) any required permits regarding listed species located on the Property, and (ix) all other necessary approvals from all applicable governmental authorities required to allow construction of the Project.

b. City Obligations. In furtherance of securing all necessary Development Approvals, the City at its sole cost and expense (except as otherwise expressly provided below), shall undertake the following work. The following shall be, and are hereby deemed, conditions to Closing (such conditions together with the other preconditions to Closing contemplated herein shall be collectively referred to as the "**Conditions to Closing**"):

i. The City will give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to a land use designation appropriate for the development of the Project and mutually acceptable to the City and Pierce. The City shall be responsible for completing and filing any

required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation shall be a Condition to Closing, which if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

ii. The City shall give its best efforts to support changing the zoning of the Property to an appropriate zoning category which is mutually satisfactory to the City and Pierce, and such zoning category shall allow the height required for the Project. The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

iii. City shall give its best efforts to support entering into an interlocal agreement with the County to improve adjacent County properties for parking for the Project. Pierce will pay for the cost of the improvements including paying any local match due under any grant funding. Entering into the foregoing interlocal agreement shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 5.d below.

c. Pierce Obligations. In furtherance of securing all necessary Development Approvals, Pierce at its sole cost and expense (except as otherwise expressly provided below), shall undertake the following work. The following shall be, and are hereby deemed, additional Conditions to Closing:

i. Pierce will provide necessary documentation to the City to apply for and obtain approval of a site plan and phasing plan for the Project in substantial conformity with the RFP, and the City will cooperate in filing the application as the Property owner. No application fee shall be due and payable for submittal of the foregoing site plan application. Pierce shall proceed diligently through the site plan approval process, until a final site plan and phasing plan for the Project is approved by the City.

ii. Pierce will obtain approval from the County and/or City, as needed for the relocation of the exsiting boat ramp (the "Boat Ramp") from the Property to a location outside of the Property. If Pierce does not terminate this Agreement as set forth in Paragraph 5.d below, then Pierce will be responsible for the entire cost to relocate the Boat Ramp and to repay the amount due to the Florida Inland Navigational District ("FIND") with respect to the grant for the existing Boat Ramp.

iii. Pierce will enter into an agreement with the City for the construction of any improvements required to Fisherman's Wharf (the street), with the understanding that the City will seek to obtain any available grant funding for such improvements. Pierce will be responsible for the cost of such improvements, including paying any local match due under any grant funding.

iv. Pierce will obtain all approvals required from the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, or any other Development Approvals required in order to allow Pierce 1 to construct and operate the Project. The City, as the property owner, will cooperate with Pierce in the filing and processing of any applications, at Pierce's cost.

d. Right to Terminate. In the event that all of the foregoing Conditions to Closing have not been completed within the Development Approval Period, to the reasonable satisfaction of Pierce, then Pierce shall have the option of (i) terminating this Agreement by giving written notice thereof to the City no later than three (3) days after the end of the Development Approval Period , whereupon this Contract will be null and void or (ii) if Pierce does not give the foregoing notice to the City, then Pierce shall be deemed to have waived this contingency and shall proceed to close on the Property as set forth herein. Concurrent but not coterminous in time with the foregoing right to terminate, Pierce shall have a separate and unrelated right to terminate this Agreement by giving written notice thereof to the City no later than two-hundred and forty (240) days after the Effective Date of this Agreement, if Pierce determines, in Pierce's sole discretion, that it will be cost-prohibitive for the Project to relocate the Boat Ramp to a location outside of the Property, and to repay the amount due to FIND with respect to the grant for the existing Boat Ramp.

e. Right to Extend. As an alternative, provided that Pierce is making commercially reasonable efforts to satisfy the Conditions to Closing set forth in Paragraph 5.c above, then Pierce may extend the Development Approvals Period by no more than two (2) sixty (60) day periods, which may be exercised independently and consecutively (and, if timely made, shall extend the Development Approvals Period by a total of 120 days). Such election will be made by Pierce through written notice to the City delivered prior to 11:59 PM EST on the then last day of the Development Approvals Period.

Notwithstanding any of Pierce's elections as stated above, the City shall also have the corresponding right to extend the Development Approval Period for one (1) sixty (60) day period. The City may exercise such right at any point at which the Development Approval Period is set to expire and Pierce has either not yet exercised its right to extend the Development Approval Period or Pierce has already expended its options to extend such period and has none further. The City, to exercise such right, shall provide written notice to Pierce delivered prior to 11:59 PM EST on the last day of the Development Approval Period. Any such timely election by the City shall supersede any election by Pierce to terminate this Agreement. Any such timely election by the City shall also supersede any election by Pierce to extend the Development Approval Period, and Pierce shall be deemed to still have such right as if Pierce had not so elected. Upon such election by the City, Pierce and the City shall continue with reasonable diligence to satisfy the yet to be completed Conditions to Closing as otherwise contemplated herein. At the end of such extension period, if Pierce has not yet exercised all of its rights of extension as contemplated hereinabove, Pierce may elect to do so by timely delivering written notice of such election to the City prior to 11:59 PM EST on the then last day of the Development Approval Period. If no further rights of extension exist, then Pierce shall have the option of (i) terminating this Agreement by giving written notice thereof to the City no later than three (3) days after the end of the Development Approval Period, whereupon this Contract will

be null and void or (ii) if Pierce does not give the foregoing notice to the City, then Pierce shall be deemed to have waived this contingency and shall proceed to close on the Property, as set forth herein.

Notwithstanding any term or provision to the contrary herein, with specific respect to any permits from the Army Corps of Engineers ("ACOE"), if all other Conditions to Closing have been satisfied, or waived by Pierce in writing, prior to the expiration of the Development Approval Period, the Development Approval Period shall automatically extend for the additional period necessary for ACOE to issue its permits, not to exceed an additional one hundred eighty (180) days after the date that would otherwise have been the expiration of the Development Approval Period (as extended by either party as provided hereinabove).

6. Evidence of Title. Within forty-five (45) days after the Effective Date, Pierce shall obtain, at Pierce's expense, a Title Insurance Commitment (the "**Commitment**") for an Owner's Title Insurance Policy (the "**Policy**") issued by a Florida licensed title insurer (the "**Title Company**") evidencing that the City is vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Pierce shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Pierce shall have a period of thirty (30) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Pierce, Pierce shall provide the City with a copy of the Commitment together with Pierce's written objections. The City, upon written notification thereof, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Pierce may, within ten (10) days from the expiration of the sixty (60) day period, give notice to the City to either (a) terminate this Agreement, (b) grant the City additional time to cure such title objection, not to exceed an additional ninety (90) days or (c) agree to accept a conveyance of title at Closing in its then existing condition. If Pierce shall elect to terminate this Agreement, then neither the City nor Pierce shall have any further rights or obligations hereunder. Any items shown in the Commitment which Pierce does not timely object to, or which Pierce agrees to accept, in accordance with this paragraph, shall be deemed to be "**Permitted Exceptions**." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Pierce shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Pierce as part of the adjustments and prorations at the Closing.

Pierce may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("**Subsequent Title Defect**") other than the Permitted Exceptions. In the event that Pierce gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Pierce's notice thereof to City.

7. Survey. Within ninety (90) days after the Effective Date, Pierce may, at Pierce's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "**Survey**"). Pierce shall have a period of twenty (20) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Pierce, Pierce shall provide the City with a copy of the Survey together with Pierce's written objections. The Survey objections shall be treated in the same manner as title objections are treated as stated hereinabove. Pierce's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Pierce's rights to object to survey defects as provided in this paragraph.

8. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Pierce. The closing for the conveyance of the Property from FPRA to Pierce (the "**Closing**") shall be at a date, time and place mutually agreed to by the City and Pierce, but within the municipal limits of the City of Fort Pierce, no earlier than thirty (30) days after the Conditions to Closing have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Pierce by Special Warranty Deed, in the form attached hereto as **Exhibit "B"** (the "**Deed**"). The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions, as defined in Paragraph 6 above.

d. The Reverter, as defined in Paragraph 11.a below and as set forth in the Deed.

9. Closing Costs. Pierce shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, (b) the Title Policy, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the

Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Pierce as provided hereinabove. Any real property taxes and assessments shall be prorated as of the date of the Closing.

10. Development Timeline. The Project shall be constructed in phases in accordance with a site plan and phasing plan for the Project, submitted to the City, and subject to review and approval by the City, as a part of the Development Approvals (collectively, the "**Site Plan**"). As a part of the first phase of construction, Pierce shall construct the boat storage building, repair the sea wall, and construct parking and other related infrastructure, as more specifically set forth in the Site Plan. Pierce shall commence construction of the first phase , within six (6) months after the Closing. For the purpose of determining the Development Timeline set forth in this Paragraph 10, the terms "Commence Construction" or "Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

As a part of the second phase of construction, Pierce shall construct the restaurant, residential, and retail space and related infrastructure, as more specifically set forth in the Site Plan. The construction of the second phase must be commenced by Pierce within nine (9) months after the completion (as evidenced by the issuance of a certificate of completion or certificate of occupancy (or its equivalent)) of the aforementioned boat storage building contemplated in the first phase of construction.

11. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Pierce at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", giving the City the right to re-enter and retake the property if Pierce defaults on its obligations set forth in this Agreement (the "**Reverter**"). In the event that the City exercises the Reverter, upon reconveyance of the Property to the City, the City shall refund the Purchase Price to Pierce, less any transaction costs paid by the City with respect to the reconveyance.

b. Release of Reverter for Construction Loan. The construction loan for each of the phases of development of the Project will be secured by a mortgage on all or a portion of the Property. Prior to the closing of the construction loan for each phase, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of one or more phases of the Project in accordance with the approved Site Plan, (b) confirm issuance of the required performance bond as described hereinbelow, and (c) sign an instrument releasing from the encumbrance of the Reverter, all or the relevant portion of the Property which will be encumbered by the mortgage securing the construction loan for that particular phase, and such instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage securing the construction loan free and clear of the City's Reverter.

c. Performance Bond. Pierce shall obtain a performance bond for the construction of the each phase of the Project that equals or exceeds the estimated cost of the

construction of such phase. Each bond shall be in substantially the form attached hereto as **Exhibit "C"**, unless Pierce and the City mutually agree to a different form. Each bond may be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

d. Default by Pierce. In the event of a default or breach of this Agreement by Pierce, the City may proceed at law or in equity to enforce its rights under this Agreement against Pierce, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above.

e. Default by City. In the event of a default or breach of this Agreement by the City, Pierce may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

f. Right to Cure. The foregoing provisions of this Paragraph notwithstanding, neither the City nor Pierce shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

12. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Pierce and its successors and assigns. No assignment of this Agreement by Pierce shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Pierce may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("**TIR**") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Pierce shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect the Property, FPRA shall rebate to Pierce fifty percent (50%) of all TIR received by FPRA with respect to the Property each year until a total of One Million Dollars ($1,000,000.00) has been reimbursed to Pierce. Such rebate payments shall be delivered to Pierce no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for the Property. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Pierce, and by any successor developer acquiring Pierce's rights and obligations under this Agreement, provided that Pierce assigns its right to receive TIR rebate payments to such successor developer pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie

County. In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Pierce, or a successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Pierce, or such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer having been assigned such right to receive TIR rebate payments as set forth above.

14. Impact Fees. The City shall waive all City impact fees relating to the development of the Project on the Property. In addition, the City shall support Pierce's efforts to have St. Lucie County waive or reduce their impact fees relating to the same.

15. Easement for Public Access. Pierce shall grant an easement giving public access through the Project to the waterfront, and along the Project's boardwalks, boat slips and marina basin. The location of such easement shall be set forth in the Site Plan and subject to review and approval by the City pursuant to the City's site plan review and approval process.

16. Force Majeure. Neither Pierce nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the deadlines set forth in Paragraph 10 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "**Force Majeure Event**" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

17. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, in the event that a part of the Property is subdivided pursuant to a subdivision plat or divided into condominium units pursuant to the condominium statutes, in order to create residential units, the purchasers of such residential units shall have no duties or obligations under this Agreement. This Agreement will be recorded in the public records of St. Lucie County.

18. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

19. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Pierce:

Pierce Development, Inc.
3093 County Road 46
Fort Edward, NY 12828
Attn: Christopher Shelli

With a copy to:

Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

Fort Pierce Redevelopment Agency
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: Fort Pierce Redevelopment Agency Director

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

20. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Pierce and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any claim arising from this Agreement shall lie in the courts of St. Lucie County, Florida.

21. Survival of Obligations. This Agreement shall survive said Closing and shall not merge with the delivery of the Deed and other closing documents.

22. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

23. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

24. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

25. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Pierce"

PIERCE 1 MARINA, LLC., a
Florida limited liability company

By: C. M. Shelli
Christopher Shelli
Manager

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 11 day of AUGUST, 2021, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) ☐ is personally known to me, ☑ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG 216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Latoya Ransom

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, Interim City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 17th day of August, 2021, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Linda W. Cox
Print Name: Linda Cox

Brittany Meredith
Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson
Print Name: Linda Hudson
Title: Chair

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 10th day of August, 2021, by Linda Hudson as Chair of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
PAGE 1 OF 4

Fisherman's Wharf



July 20, 2021

1:2,257

0 90 180 360 ft

0 25 50 100 m

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand).

ONLY THE PORTION OF THIS TAX PARCEL LYING NORTH OF SEAWAY DRIVE IS SUBJECT TO THIS AGREEMENT

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

Property Identification

Site Address: 600 N INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Parcel ID: 2403-801-0026-000-0
Jurisdiction: Fort Pierce

Use Type: 8600
Account #: 16214
Map ID: 24/10N
Zoning: General &

Ownership

Ft Pierce City Of
PO Box 1480
Fort Pierce, FL 34954



Legal Description

INDIAN RIVER MEMORIAL PARK THAT PART DESIGNATED ON PLAT AS PROPOSED CITY PARK-LESS SR A1A ANDLESS PUMP STATION NO 1 LOCATED IN SE COR OF SD PARK AND LESS TO FT PIERCE YACHT CLUB INC- (MAP 24/10A) (OR 261-614)

Current Values

Just/Market Value:	$11,898,600
Assessed Value:	$11,898,600
Exemptions:	$11,898,600
Taxable Value:	$0

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):	18,191
Gross Sketched Area (SF):	31,105
Land Size (acres):	13.49
Land Size (SF):	587,511

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

Property Identification

Site Address: 125 FISHERMANS WHARF
Sec/Town/Range: 03/35S/40E
Parcel ID: 2403-432-0002-000-4
Jurisdiction: Fort Pierce

Use Type: 8900
Account #: 15868
Map ID: 24/03S
Zoning: Marine Com

Ownership

Fort Pierce Redevelopment Agency
PO Box 1480
Fort Pierce, FL 34954



Legal Description

3 35 40 FROM A CONC MONU AT SE COR OF N 2 ST AND FISHERMAN`S WHARF RUN S 88 DEG 45.5 MIN E ALG S R/W FISHERMAN`S WHARF 528.45 FT TO POB, TH CONT E ALG FISHERMAN`S WHARF DR 151.52FT, THS 01 DEG 15 MIN 12 SEC W 118.23 FT, TH S 89 DEG 18 MIN 28 SEC E 48.97 FT TO NE COR OF TRACT `A` OF IND RIV MEMORIAL PARK, TH S 26DEG 20 MIN 26 SEC W ALG E LI OF SD TRACT `A` 60.17 FT, TH S 18 DEG 32 MIN 31 SEC E 95.94 FT TO SE COR OF SD TRACT `A`, TH S 72 DEG 31 MIN 30 SEC W ALG S LI SD TRACT A 109.19 FT, TH N 18 DEG 5.5 MIN W 314.09 FT TO POB (0.81AC) (OR 2821-1379)

Current Values

Just/Market Value:	$593,200
Assessed Value:	$593,200
Exemptions:	$593,200
Taxable Value:	$0

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):	6,206
Gross Sketched Area (SF):	6,206
Land Size (acres):	0.81
Land Size (SF):	35,283

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

Property Identification

Site Address: 201 FISHERMANS WHARF
Sec/Town/Range: 03/35S/40E
Parcel ID: 2403-432-0003-000-1
Jurisdiction: Fort Pierce

Use Type: 8900
Account #: 15869
Map ID: 24/03S
Zoning: Marine Com

Ownership

Fort Pierce Redevelopment Agency
PO Box 1480
Fort Pierce, FL 34954

Legal Description

3 35 40 FROM CONC MON AT SE COR OF N 2 ST AND FISHERMAN'S WHARF RUN S 88 DEG 45.5 MIN E ALG S R/W FISHERMAN'S WHARF 679.97FT TO POB, TH CONT ELY ON S R/W FISHERMAN'S WHARF 333.43 FT TO PT, TH S 01 DEG 14 MIN 30 SEC W 106.97 FT, TH S 89 DEG 18 MIN 28 SEC W 333.64 FT, TH N 01 DEG 15 MIN 12 SEC E 118.23 FT TO POB (0.86 AC) (OR 2821-1379)



Current Values

Just/Market Value:	$521,800
Assessed Value:	$521,800
Exemptions:	$521,800
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.86
Land Size (SF):	37,556

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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EXHIBIT "B"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to PIERCE 1 MARINA, LLC, a Florida limited liability company, whose address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, 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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Purchase and Development of Fisherman's Wharf, by and between the City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____ _____, 202__, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such Land shall revert to the Grantor, in accordance with the terms of the foregoing agreement.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "C"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract:

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X:_____	
Name and Title:		Name and Title:	

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN'S WHARF

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF (this "**Amendment**") is made and entered into as of this 21st day of March, 2022 (the "**Effective Date**"), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

W I T N E S S E T H:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman's Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the "**Agreement**"); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the "Title Objections"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections will expire on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the "Survey Objections"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The foregoing 90 day period to cure the Survey Objections will expire on May 1, 2022; and

WHEREAS, the Agreement does not allow the time period for curing the Title Objections or the Survey Objections to be extended more than 90 days; and

WHEREAS, the parties to the Agreement agree that more time is needed to cure the Title Objections and Survey Objections, and therefore desire to amend the Agreement to further extend the deadline to cure such objections.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Amendment with Respect to Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until September 1, 2022 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the "Boat Ramp Agreement") requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before September 1, 2022 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. No Further Amendments to Agreement. Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

Cameron Smith
Print Name: Cameron Smith

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Pierce"

PIERCE 1 MARINA, LLC, a Florida limited liability company

By: C. M.
Print Name: Christopher Shelli
Title: Manager

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 28th day of February, 2022, by Christopher Shelli as Manager of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) [✓] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

W. Lee Dobbins
Notary Public, State of Florida
Print Name: W. Lee Dobbins
Commission #: GG 225503
My Commission Expires: 8/19/2022

[Affix Notary Seal]

WALTER LEE DOBBINS
Commission # GG 225503
Expires August 19, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya Early, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 31st day of March, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Brittany Meredith

Print Name: Linda Hudson

Title: Chairwoman

Print Name: Latoya Ransom

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 8th day of March, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[Affix Notary Seal]

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN'S WHARF (this "**Amendment**") is made and entered into as of this 16th day of August, 2022 (the "**Effective Date**"), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company ("**Pierce**"), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

W I T N E S S E T H:

WHEREAS, Pierce, the City of Fort Pierce and FPRA entered into that certain Agreement for Purchase and Development of Fisherman's Wharf, recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida (the "**Agreement**"); and

WHEREAS, Pierce delivered a letter to the City dated October 28, 2021, objecting to certain title defects, as more specifically set forth therein (the "**Title Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Title Objections, but Pierce delivered a letter to the City dated December 29, 2021, granting the City an additional 90 days to cure the Title Objections. The forgoing 90 day period to cure the Title Objections expired on March 28, 2022; and

WHEREAS, Pierce delivered a letter to the City dated December 2, 2021, objecting to certain survey defects, as more specifically set forth therein (the "**Survey Objections**"); and

WHEREAS, pursuant to the Agreement, the City had 60 days from receipt of the notice letter to cure the Survey Objections, but Pierce delivered a letter to the City dated February 1, 2022, granting the City an additional 90 days to cure the Survey Objections. The forgoing 90 day period to cure the Survey Objections expired on May 1, 2022; and

WHEREAS, the Agreement did not allow the time periods for curing the Title Objections or the Survey Objections to be extended more than 90 days. Therefore, Pierce, the City of Fort Pierce and FPRA entered into a First Amendment to Agreement for Purchase and Development of Fisherman's Wharf, dated March 21, 2022, which extended the deadline for the City to cure the Title Objections and Survey Objections until September 1, 2022; and

WHEREAS, the City anticipates that it will need additional time beyond September 1, 2022 to cure certain Title Objections and Survey Objections; and

WHEREAS, the parties hereto desire to extend by 6 months (to the dates specifically set forth hereinbelow) the deadline to cure Title Objections and Survey Objections, and the Development Approval Period, to allow sufficient time for the City to cure Title Objections and Survey Objections, and to allow for any modifications to Pierce's development plans that may be required.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Extension of Deadline for City to Cure Title and Survey Objections. Notwithstanding any conflicting language set forth in the Agreement, the parties hereto agree that the City shall have until March 1, 2023 to cure the Title Objections and Survey Objections to the reasonable satisfaction of Pierce. If the removal, discharge or cure of the Title Objection relating to the Fisherman's Wharf Bulkhead Boat Ramp and Basin (Phase 1) Project Agreement recorded in Official Records Book 4131, Page 2060 (the "Boat Ramp Agreement") requires any payment or contribution of land by Pierce, for the removal of the Boat Ramp Agreement as an encumbrance of the title to the Property or for the relocation of the boat ramp located thereon, then the value of such payment or contribution shall be subject to written approval by Pierce. In the event that such Title Objections and Survey Objections are not all removed, discharged and/or cured on or before March 1, 2023 to the reasonable satisfaction of Pierce, including without limitation the removal of the encumbrance of the Boat Ramp Agreement, then Pierce shall have the right to terminate this Agreement by delivering written notice thereof to the City, no later than ten (10) days after such date.

3. Extension of Development Approval Period. The end of the Development Approval Period, as defined in Paragraph 5.a of the Agreement, is hereby extended to March 12, 2023, subject to the rights of both the City and Pierce to extend the Development Approval Period as set forth in Paragraph 5.e of the Agreement.

4. No Further Amendments to Agreement. Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which

shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

"Pierce"

PIERCE 1 MARINA, LLC, a Florida limited liability company

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____day of _____, 2022, by _____ _____ as _____ of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

_____

Print Name: _____

By:_____
Linda Hudson, Mayor

_____

Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS**:**

By: _____
Tanya Early, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____day of _____, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida

[Affix Notary Seal]

Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____day of _____, 2022, by _____ _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

City Commission Meeting & Budget Hearing - 5:05 pm **12. b.**

Meeting Date: 09/06/2022

Re: Amended CDBG FY2020 Grant Funding Agreement Approval and Signature

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approve the CDBG FY2020 Grant Funding Agreement in the amount of $609,429.00.

SUMMARY:

HUD's Jacksonville Field Office has approved and electronically signed Transmittal Letter and FY2020 grant agreement(s). This transmittal letter is a binding agreement between HUD and the City of Fort Pierce. Signing this agreement will ensure a Line of Credit fo Fiscal Year 2020 which will be used in accordance with all program requirements. This is an amended agreement. The original agreement was executed in November 2021.

RECOMMENDATION:

Approval of agreement with HUD to ensure funding for FY2020.

ALTERNATIVES:

Staff shall proceed as directed by Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2020
Account:	103900255483
Amount:	$603,429

OTHER INFORMATION:

N/A

Attachments

Transmittal Letter FY20 CDBG Grant
CDBG FY20 Special Conditions
Grant Agreement FY20 UPDATED

Form Review

Inbox	Reviewed By	Date
Finance Department	Brittany Marinello	08/24/2022 08:14 AM
Finance Department	Johnna Morris	08/30/2022 04:21 PM
City Manager	Nick Mimms	08/31/2022 09:40 AM

Form Started By: Brittany Marinello Started On: 08/15/2022 11:26 AM

Final Approval Date: 08/31/2022

DocuSign Envelope ID: A87196B6-A177-4B38-B8C0-457692B437C7

U. S. Department of Housing and Urban Development
Jacksonville Field Office
CPD Division, 4HD
Charles Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202-4410

Mrs. Johnna Morris
City of Fort Pierce
Division of Grants Administration
100 N. US Highway 1
Fort Pierce, FL 34950

Dear Mrs. Morris:

SUBJECT: FY20 Grant Agreement Transmittal Letter

The Jacksonville Florida Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG) $603,429

Transmittal of these Grant Agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and The City of Fort Pierce Division of Grants Administration.

To establish a Line of Credit for Fiscal Year 2020 grant, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

Please note the special condition in your CDBG Funding Approval/Agreement.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

DocuSign Envelope ID: A87196B6-A177-4B38-B8C0-457692B437C7

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signature. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of each of the agreement to this office to the attention of Lisa A. Johnson, Acting Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each of the agreement/s with your original signature/s on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: https://www.hudexchange.info/manage-a-program/grant-based-accounting/.

HUD congratulates The City of Fort Pierce Division of Grants Administration on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Susan Barros, CPD Representative at (904) 208-6072, or Susan.E.Barros@hud.gov .

Sincerely,

DocuSigned by:
Lisa A. Johnson 8/3/2022
B22778810DA54AE...

Lisa A. Johnson, Acting Director
Office of Community Planning and Development

Enclosures
FY20 CDBG Grant Agreement
FY20 CDBG Special Conditions

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

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Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Fort Pierce	3a. Grantee's 9-digit Tax ID Number 596000322	3b. Grantee's 9-digit DUNS Number HD7S D9PN KNA5 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Po Box 1480 Fort Pierce, FL 34954-1480	4. Date use of funds may begin 10/1/2020	Previously Approved $603,453.00
	5a. Project/Grant No. 1 B-20-MC-12-0031	6a. Amount Approved -$24.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved $603,429.00 (Total Obligated)

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Lisa A. Johnson		Grantee Name (Contractual Organization) Fort Pierce (City Of Fort Pierce)	
Title CPD Acting Director		Title	
Signature X DocuSigned by: Lisa A. Johnson B22778810DA54AE...	Date (mm/dd/yyyy) 8/22/2022	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/16/2021 9b. Date Grantee Notified (mm/dd/yyyy) 8/22/2022 9c. Date of Start of Program Year (10/01/2020)	10. check one ☐ a. Orig. Funding Approval ☒ b. Amendment Amendment Number 2

11. Amount of Community Development Block Grant

	FY (2020)	FY (2019)	
a. Funds Reserved for this Grantee			
b. Funds now being Approved		-$24.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
City Of Fort Pierce
Po Box 1480
Fort Pierce, FL 34954-1480

12c. Name of Authorized Official for Designated Public Agency

Title

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

DocuSign Envelope ID: F5091F22-A7B4-45C2-A9A5-435077022C0B

City Commission Meeting & Budget Hearing - 5:05 pm **12. c.**

Meeting Date: 09/06/2022

Re: FLC for Curtis Johnson

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities Legislative Policy Committee in Kissimmee, Florida September 15, 2022 to September 16, 2022 in the amount of $309.24.

SUMMARY:

Serving on the Florida League of Cities Legislative Policy Committee.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, Jr., City Commissioner

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2022

Account: 001-1000-512-4020

Amount: 309.24

OTHER INFORMATION:

Budgeted funds are available.

Attachments

Travel Statement

Form Review

Form Started By: Latoya Ransom Started On: 08/17/2022 04:57 PM

Final Approval Date: 08/17/2022

REGISTRATION INFORMATION

2022-2023 FLC Legislative Policy Commit **TRAVEL EXPENSE STATEMENT**

HOTEL INFORMATION
Embassy Suites Lake Buena
4955 Kyngs Heath Road
Kissimmee, FL 34746
407-597-4000

DATE: **08/17/22**

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: 9/15/2022
3. RETURN DATE: 9/16/2022
4. DESTINATION: Kissimmee, FL
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 04:00 p.m.
RETURN TIME: 3:00 p.m.
PURPOSE: FLC Legislative Policy Committee

7. BALANCE AVAILABLE: **$10,127.94**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # 8476675			139.00	
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.58 226			131.08	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
LUNCH @ $8.00			0.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			1.96	
15% GRATUITIES			4.20	
TOTALS	0.00	0.00	309.24	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

_____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

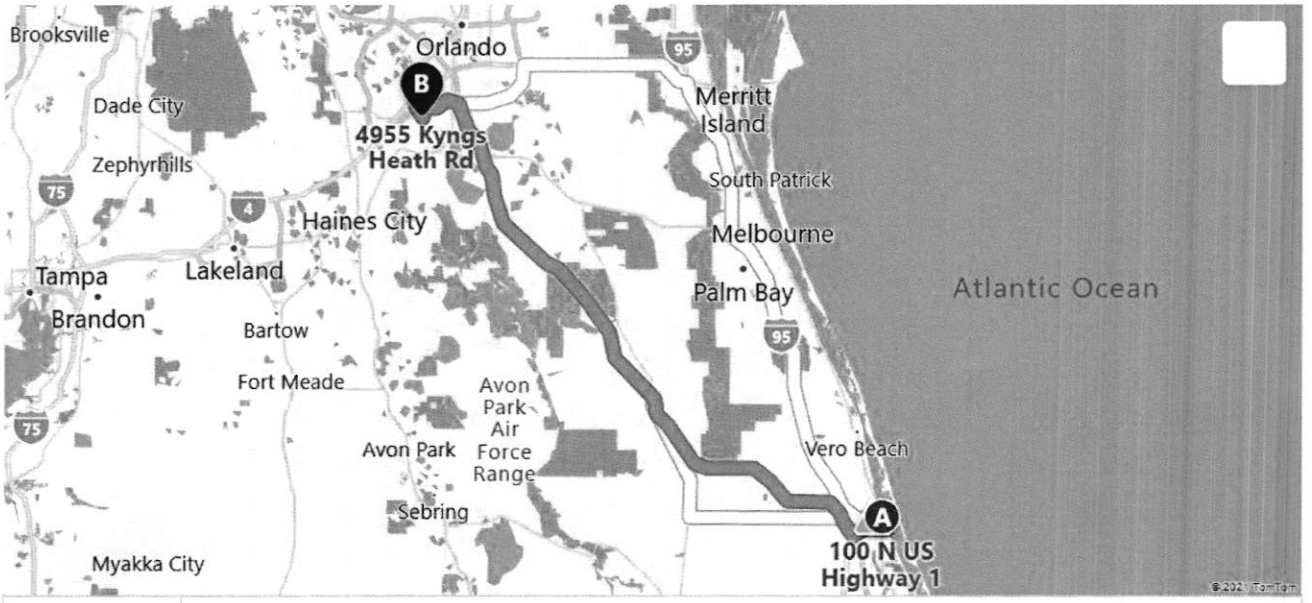
_____
_____
_____

* RECEIPT REQUIRED
REV 1/19 DLN

4,710,000,000 Results

100 N US Highway 1, Fort Pierce, FL 34950 → 4955 Kyngs Heath Rd, Kissimmee, FL 34746 (87°F)

Reverse directions



1:54 hr min	113 miles **Light traffic** Via FL-91 N *Toll on route*	Directions
2 hr 03 min	128 miles **Light traffic** Via I-95 N, FL-528 W *Toll on route*	
2 hr 07 min	116 miles **Light traffic** Via US-441 N, FL-91 N *Toll on route*	

4955 Kyngs Heath Rd, Kissimmee, FL - MapQuest

https://www.mapquest.com/us/fl/kissimmee/34746...

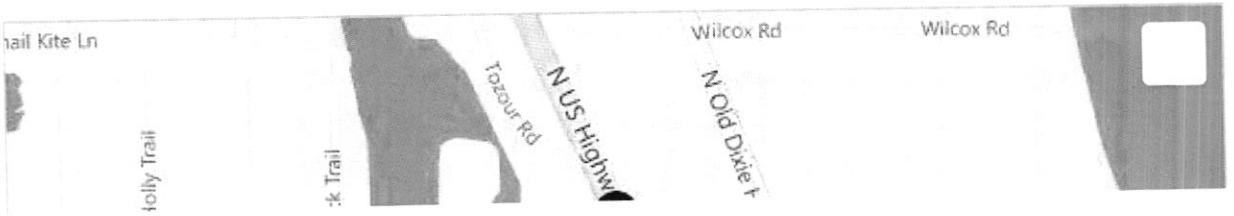
Let **us** know. Advertisement. Help. View detailed information and reviews for **4955 Kyngs Heath** Rd in Kissimmee, FL and get driving directions with road conditions and live traffic updates alon...

City of Fort Pierce 100 N US Highway 1 Fort Pierce, FL ...

https://www.mapquest.com/us/florida/city-of-fort-pierce-368530733

100 N US Highway 1 Fort Pierce FL **34950** (772) 467-3000 Website. Menu & Reservations Make Reservations . Order Online Tickets Tickets See Availability Directions...

Missing: ~~kyngs heath~~ | Must include: kyngs heath

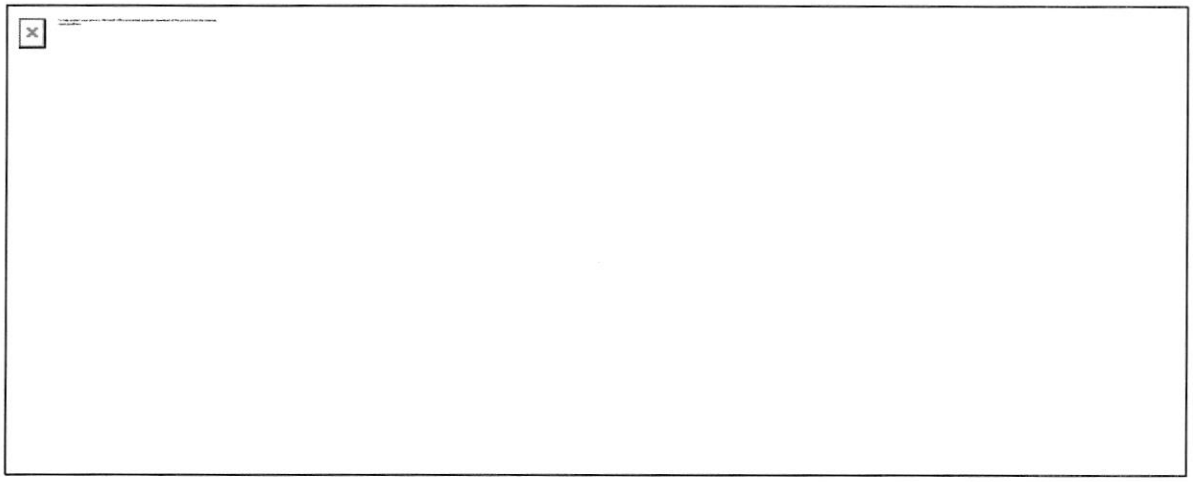


Latoya Ransom

From: Embassy Suites Orlando - Lake Buena Vista South <info@cvent.com>
Sent: Wednesday, August 17, 2022 11:42 AM
To: Latoya Ransom
Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Confirmation

You don't often get email from info@cvent.com. Learn why this is important

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. .



Reservation Confirmation

FL League of Cities
Embassy Suites by Hilton Orlando Lake Buena Vista South
Sep 15, 2022 to Sep 16, 2022

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. The staff at Embassy Suites by Hilton Orlando Lake Buena Vista South is looking forward to your arrival for FL League of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Online Confirmation	84766775
Date Booked	Aug 17, 2022
Reservation Name	Curtis Johnson,Jr.
Arrival Date	Sep 15, 2022
Departure Date	Sep 16, 2022

Room Type	Two Queen Beds
Number of Rooms	1
Number of Guests	1
Night by Night Rate	Date Guest(s) Status Rate Sep 15, 2022 1 Confirmed 139.00 Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	139.00
Tax Disclosure	Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.
Add-Ons	Parking is at a fee
Cancel Policy	Cancellations made within 72 hours of arrival will forfeit one night's room and tax.



Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

This transmission is not a digital or electronic signature and cannot be used to form, document, or authenticate a contract. Embassy Suites accepts no liability arising in connection with this transmission.

City Commission Meeting & Budget Hearing - 5:05 pm **12. d.**

Meeting Date: 09/06/2022

Re: FLC for Curtis Johnson, Jr.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Curtis Johnson Jr. to attend the Florida League of Cities 2022-2023 Legislative Policy Committee in Kissimmee, Florida October 06, 2022 to October 07, 2022 in the amount of $309.24.

SUMMARY:

Serving on the Florida League of Cities Legislative Policy Committee.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, Jr., Commissioner

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2022

Account: 001-1000-512-4020

Amount: 309.24

OTHER INFORMATION:

Budgeted funds are available.

Attachments

Travel Statement

Form Review

Form Started By: Latoya Ransom Started On: 08/18/2022 08:30 AM

Final Approval Date: 08/18/2022

REGISTRATION INFORMATION

2022-2023 FLC Legislative Policy Commit **TRAVEL EXPENSE STATEMENT**

HOTEL INFORMATION

Embassy Suites Lake Buena
4955 Kyngs Heath Road
Kissimmee, FL 34746
407-597-4000

DATE: **08/17/22**

1. TRAVELER'S NAME: Curtis Johnson,Jr.
2. DEPARTURE DATE: 10/6/2022
3. RETURN DATE: 10/7/2022
4. DESTINATION: Kissimmee, FL
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 04:00 p.m.
RETURN TIME: 3:00 p.m.
PURPOSE: FLC Legislative Policy Committee

7. BALANCE AVAILABLE: **$10,127.94**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # 80837655			139.00	
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.58 226			131.08	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
LUNCH @ $8.00			0.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			1.96	
15% GRATUITIES			4.20	
TOTALS	0.00	0.00	309.24	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

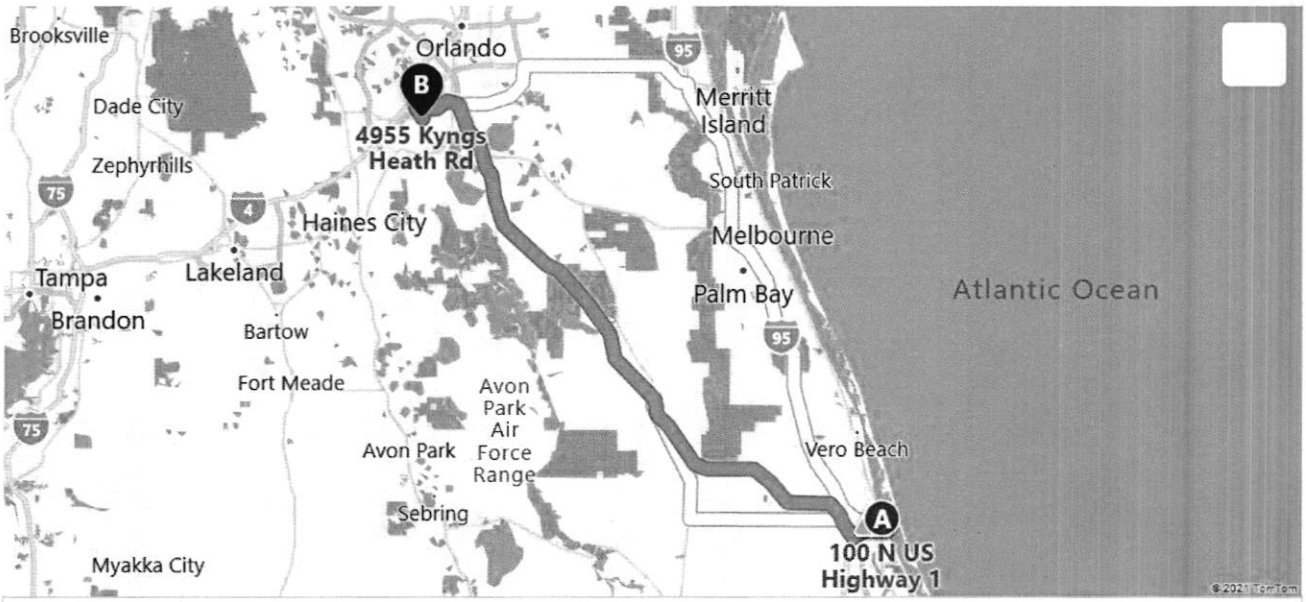
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* RECEIPT REQUIRED
REV 1/19 DLN

4,710,000,000 Results

100 N US Highway 1, Fort Pierce, FL 34950 →
4955 Kyngs Heath Rd, Kissimmee, FL 34746 (87°F)

Reverse directions



1:54 hr min	113 miles **Light traffic** Via FL-91 N *Toll on route*	Directions
2 hr 03 min	128 miles **Light traffic** Via I-95 N, FL-528 W *Toll on route*	
2 hr 07 min	116 miles **Light traffic** Via US-441 N, FL-91 N *Toll on route*	

4955 Kyngs Heath Rd, Kissimmee, FL - MapQuest
https://www.mapquest.com/us/fl/kissimmee/34746...

Let **us** know. Advertisement. Help. View detailed information and reviews for **4955 Kyngs Heath** Rd in Kissimmee, FL and get driving directions with road conditions and live traffic updates alon...

City of Fort Pierce 100 N US Highway 1 Fort Pierce, FL ...
https://www.mapquest.com/us/florida/city-of-fort-pierce-368530733

100 N US Highway 1 Fort Pierce FL **34950** (772) 467-3000 Website. Menu & Reservations Make Reservations . Order Online Tickets Tickets See Availability Directions...

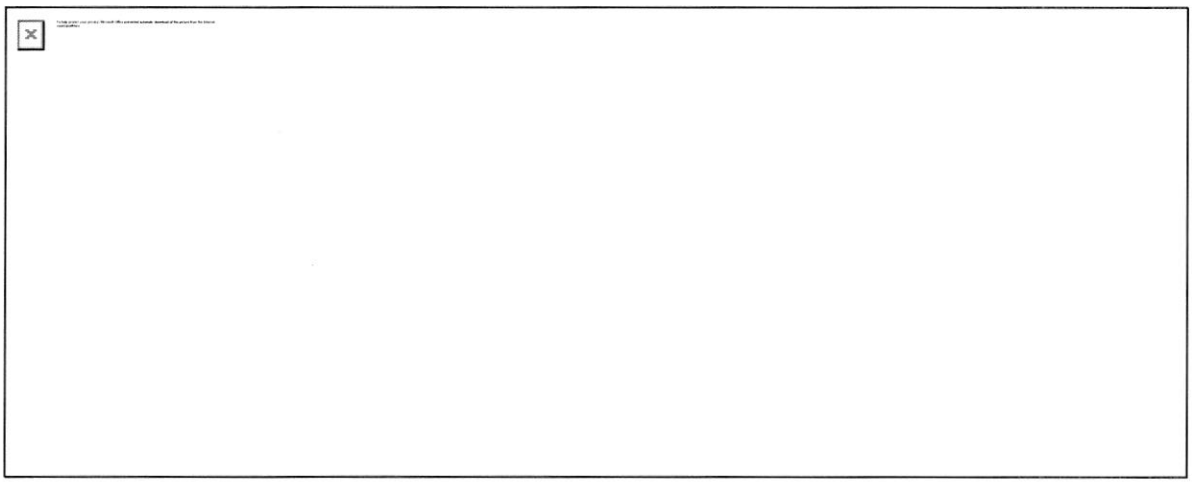
Missing: ~~kyngs heath~~ | Must include: kyngs heath



Latoya Ransom

From: Embassy Suites Orlando - Lake Buena Vista South <info@cvent.com>
Sent: Wednesday, August 17, 2022 11:47 AM
To: Latoya Ransom
Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Confirmation

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. .



Reservation Confirmation

FL League of Cities
Embassy Suites by Hilton Orlando Lake Buena Vista South
Oct 6, 2022 to Oct 7, 2022

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. The staff at Embassy Suites by Hilton Orlando Lake Buena Vista South is looking forward to your arrival for FL League of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Online Confirmation	80837655
Date Booked	Aug 17, 2022
Reservation Name	Curtis Johnson,Jr.
Arrival Date	Oct 6, 2022
Departure Date	Oct 7, 2022
Room Type	Two Queen Beds

Number of Rooms	1
Number of Guests	1
Night by Night Rate	Date Guest(s) Status Rate Oct 6, 2022 1 Confirmed 139.00 Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	139.00
Tax Disclosure	Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.
Add-Ons	Parking is at a fee
Cancel Policy	Cancellations made within 72 hours of arrival will forfeit one night's room and tax.



Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

This transmission is not a digital or electronic signature and cannot be used to form, document, or authenticate a contract. Embassy Suites accepts no liability arising in connection with this transmission.

[redacted]

Thanks,

Curtis Johnson, Jr., MBA, | City Commissioner | City of Fort Pierce
Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

From: Mary Edenfield <medenfield@flcities.com>
Sent: Wednesday, August 17, 2022 9:21:40 AM
Subject: hotel room block/policy committee meetings

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

Good morning-

You are receiving this email because you have signed up to serve on a 2022-2023 FLC legislative policy committee. Appointment confirmation letters and an email will be sent out on August 22. This email is a reminder that if you need a hotel room for the September 16, 2022 meeting and you have not yet booked your room, please do so before the August 25, 2022 cut-off date. Below is information on the upcoming meetings. All meetings will be held in-person in Orlando. Please let me know if you have any questions.

Meeting schedule:

- September 16, 2022, from 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL 34746. If you need a hotel room, please click on the following link to reserve your room under the FLC room block: https://book.passkey.com/e/50255545. **The hotel room rate is $139, and the room block cut-off date is August 25.**
- October 7, 2022, from 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL 34746. If you need a hotel room, please click on the following link to reserve your room under the FLC room block: https://book.passkey.com/e/50255565. The hotel room rate is $139, and the room block cut-off date is September 15.
- December 1, 2022, during the FLC Legislative Conference at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL 34746. The League will provide hotel room block information at a later date. The legislative priorities will be adopted during the Legislative Conference.

Mary Edenfield
Legislative Administrator
Florida League of Cities, Inc.
850.701.3624
www.flcities.com

FLC FLORIDA LEAGUE OF CITIES 100TH ANNIVERSARY | LOCAL VOICES MAKING LOCAL CHOICES

City Commission Meeting & Budget Hearing - 5:05 pm **12. e.**

Meeting Date: 09/06/2022

Re: FLC for Linda Hudson

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Mayor Linda Hudson to attend the Florida League of Cities 2022-2023 Legislative Policy Committee in Kissimmee, Florida October 06, 2022 to October 07, 2022 in the amount of $309.24.

SUMMARY:

Serving on the Florida League of Cities Legislative Policy Committee.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Linda Hudson, Mayor

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2022

Account: 001-1000-512-4020

Amount: 309.24

OTHER INFORMATION:

Budgeted funds are available.

Attachments

Travel Statement

Form Review

Form Started By: Latoya Ransom Started On: 08/17/2022 04:43 PM

Final Approval Date: 08/17/2022

REGISTRATION INFORMATION

2022-2023 FLC Legislative Policy Commit **TRAVEL EXPENSE STATEMENT**

HOTEL INFORMATION
Embassy Suites Lake Buena
4955 Kyngs Heath Road
Kissimmee, FL 34746
407-597-4000

DATE: **08/17/22**

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 10/6/2022
3. RETURN DATE: 10/7/2022
4. DESTINATION: Kissimmee, FL
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 04:00 p.m.
RETURN TIME: 3:00 p.m.
PURPOSE: FLC Legislative Policy Committee

7. BALANCE AVAILABLE: **$10,127.94**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # 82671479			139.00	
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.58 226			131.08	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
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MEALS				
1 BREAKFAST @ $8.00			8.00	
LUNCH @ $8.00			0.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			1.96	
15% GRATUITIES			4.20	
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ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

_____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

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FOR THE FOLLOWING PERSONS:

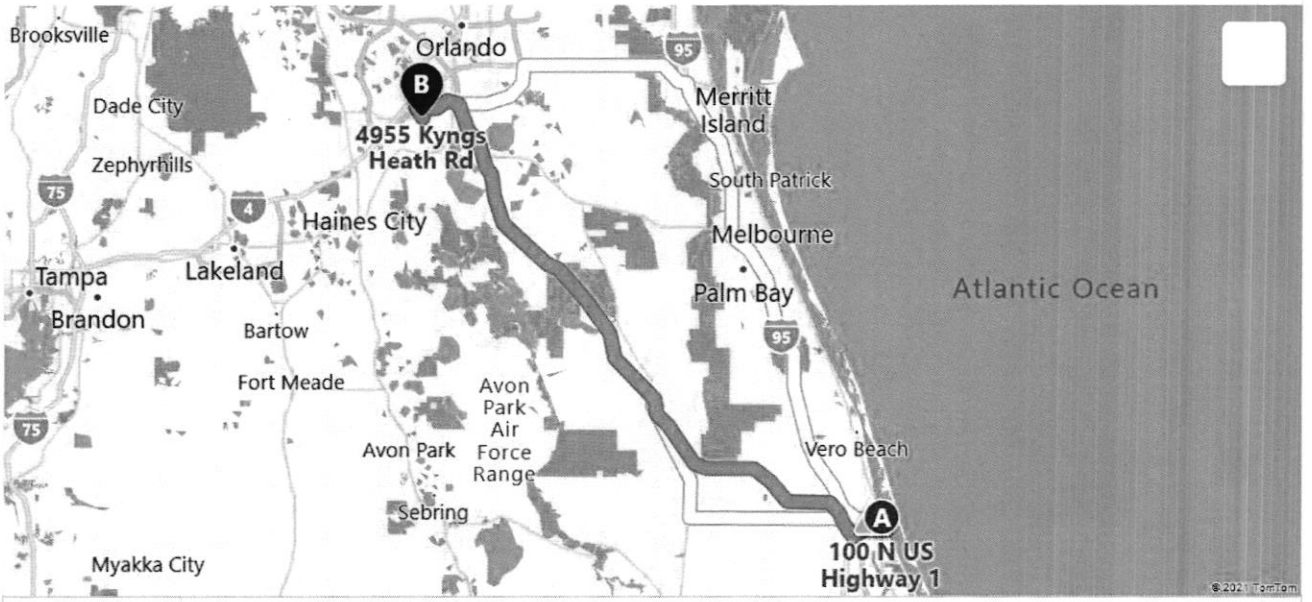
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Reverse directions



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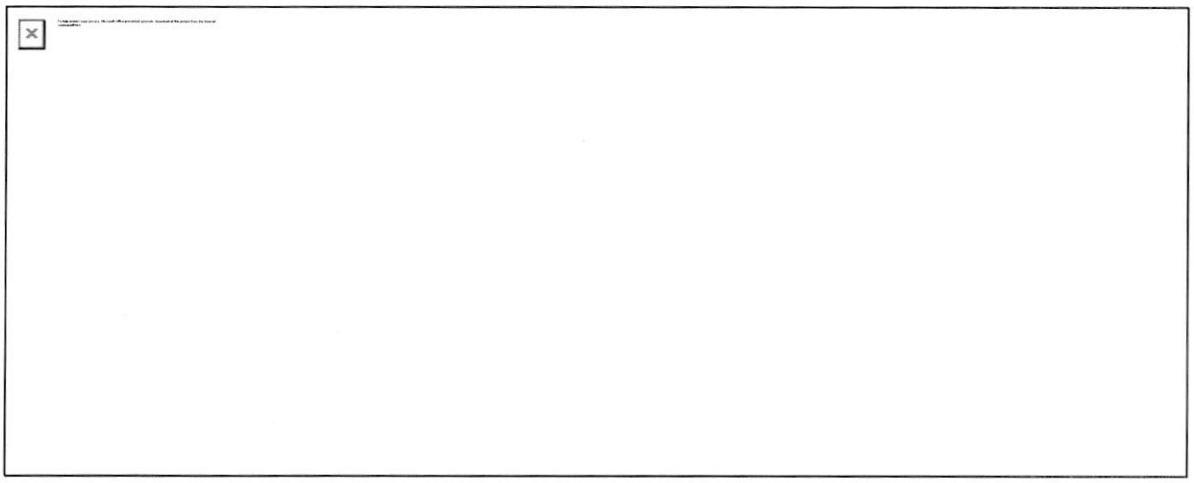
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Latoya Ransom

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Sent: Wednesday, August 17, 2022 11:45 AM
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Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Confirmation

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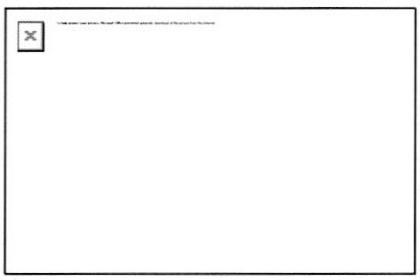
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FL League of Cities
Embassy Suites by Hilton Orlando Lake Buena Vista South
Oct 6, 2022 to Oct 7, 2022

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Online Confirmation	82671479
Date Booked	Aug 17, 2022
Reservation Name	Linda Hudson
Arrival Date	Oct 6, 2022
Departure Date	Oct 7, 2022
Room Type	Two Queen Beds

Number of Rooms	1
Number of Guests	1
Night by Night Rate	Date Guest(s) Status Rate Oct 6, 2022 1 Confirmed 139.00 Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	139.00
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Cancel Policy	Cancellations made within 72 hours of arrival will forfeit one night's room and tax.



Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

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[redacted]

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Curtis Johnson, Jr., MBA, | City Commissioner | City of Fort Pierce
Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

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Mary Edenfield
Legislative Administrator
Florida League of Cities, Inc.
850.701.3624
www.flcities.com

FLC FLORIDA LEAGUE OF CITIES 100TH ANNIVERSARY | LOCAL VOICES MAKING LOCAL CHOICES

City Commission Meeting & Budget Hearing - 5:05 pm **12. f.**

Meeting Date: 09/06/2022

Re: Lease Agreement for Seaway Drive Temporary Parking Area

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Approval of a twelve (12) month Lease Agreement between the City of Fort Pierce and the Woods Family Limited Partnership II, for 7 parcels along Seaway Drive that are being utilized to provide additional free parking for the public.

SUMMARY:

The current Lease Agreement with Woods Family Limited Partnership II expired on July 6, 2022, and the one-year extension has begun. If approved, the city will pay rent on a quarterly basis, an amount, which is equal to the total tax bills on the seven (7) parcels shown and depicted in lease Exhibit "A" (Proposed Lease Area).

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Tanya M. Earley, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022
Account:	TBD
Amount:	TBD

OTHER INFORMATION:

This expense is budgeted and renewed with the same terms as the previous contract, which is the payment of the annual tax bill on a quarterly basis. The 2021 tax bill for the seven (7) parcels was $27,882.90.

Attachments

Amended Lease
Current Lease

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:41 AM
City Manager	Nick Mimms	08/31/2022 09:41 AM

Form Started By: Audria Moore-Wells Started On: 08/17/2022 02:49 PM
Final Approval Date: 08/31/2022

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _____day of August, 2022 ("Effective Date") by and between **WOODS FAMILY LIMITED PARTNERSHIP II, a Florida limited partnership**, ("LANDLORD"), whose address is 5121 South US Highway 1, Fort Pierce, Florida 34982; and **THE CITY OF FORT PIERCE, FLORIDA**, a Florida Municipal corporation, ("TENANT"), whose address is 100 North US Highway 1, Fort Pierce, Florida, 34954 (together referred to as the "PARTIES").

WITNESSETH:

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the PARTIES, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, consisting of seven (7) parcels as shown and depicted on the attached **Exhibit "A"** (Proposed Lease Area), with a general description of the parking lot and improvements to be constructed thereon (Temporary Parking Area) depicted on **Exhibit "B"**, said property hereafter referred to in this Lease as the "Demised Premises", subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. **TERM:**

A. Initial Term: The term of this Lease shall be for an initial period of twelve (12) months (Initial Term) commencing upon the Effective Date, unless extended or terminated as provided for herein.

B. Extension Term: TENANT is also granted the option of extending this Lease on a month-to-month basis ("Extension Term") provided TENANT furnishes written notice to LANDLORD at least thirty (30) days prior to the expiration of the Initial Term that TENANT is still in need of the property for temporary parking. The option of an Extension Term shall be void if LANDLORD is unable to deliver possession of the Demised Premises due to having entered a *bona fide* contract to sell the subject property prior to the Extension Term.

C. Termination of Lease: Either LANDLORD or TENANT may terminate this Lease at any time by providing thirty (30) days written notice to the other party in the manner provided in Section 8. TENANT shall be responsible for pro-rata rent for each month the Demised Premises is occupied.

2. **RENT:**

A. Base Rent: TENANT shall pay rent for the Initial Term in a sum equal to $27,882.90, plus sales tax, if applicable. Rent shall be paid quarterly on or before the first (1st) of the month (July 1st, October 1st, January 1st, and April 1st).

B. Property Management Fees: TENANT shall pay property management fees for the Initial Term in a sum equal to $798.76. Property management fees shall be paid quarterly on or before the first (1st) of the month (July 1st, October 1st, January 1st, and April 1st).

C. Taxes and Assessments: All applicable taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the PARTIES hereto for the year(s) comprising the Initial Term and Extension Term, if any, as well as the year in which this Lease is terminated.

D. Rent During the Extension Term: If TENANT exercises its option to enter into an Extension Term, TENANT will pay Base Rent, Property Management Fees, Taxes, and Assessments at the amounts set forth in Sections 2(A), 2(B), and 2(C) above, except that such amounts will be prorated monthly and due to be paid monthly on the first (1st) day of the month.

E. Late Charges: TENANT covenants and agrees to pay LANDLORD a late charge of five percent (5%) of each quarterly installment of all rents if not paid within thirty (30) days of its due date. LANDLORD expressly reserves all other rights and remedies provided under this Lease Agreement or Florida law.

3. **USE OF PREMISES:**

A. Use: TENANT will use and occupy the Demised Premises solely for the purpose of constructing a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. TENANT shall obtain all necessary permits from any and all governmental agencies necessary for the operation of the Demised Premises as a temporary parking lot.

B. Compliance: During the term of this Lease, TENANT shall maintain the property as may be required by all government authorities, collect and control trash and refuse, and comply with all environmental rules and regulations applicable to temporary parking facilities.

C. Alterations: TENANT shall make no alterations or additions except as depicted on **Exhibit "B"** without prior written consent of LANDLORD.

D. Waste: TENANT shall permit no waste to the Demised Premises and shall return the Demised Premises to LANDLORD at the end of the term in the same condition as existed at the beginning of the term of the Lease.

E. Improvements: Notwithstanding the foregoing, it is anticipated TENANT shall make certain improvements for access and parking, and LANDLORD shall not unreasonably withhold written consent in connection with same. TENANT shall block-off or enclose the rear portion of the Demised Premises to discourage parking on any of LANDLORD's remaining property not part of the Demised Premises.

4. **INSURANCE:** TENANT shall maintain its currently existing General Liability insurance coverages of $200,000 each person/$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance

showing that such insurance is in full force and effect the earlier of the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement. TENANT shall provide LANDLORD a minimum of sixty (60) days' notice prior to cancellation or termination of any insurance policy required under this Lease.

5. **ASSIGNMENT AND SUBLETTING**: TENANT shall not assign or sublet this Lease without the written consent of LANDLORD.

6. **LIABILITY**: TENANT agrees to fully indemnify LANDLORD, and LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of TENANT, TENANT'S employees, agents, guests, invitees, or otherwise, by reason of TENANT'S occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason. TENANT acknowledges that it has fully inspected the Demised Premises and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the Demised Premises during the term of this Lease and absolves LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen during the term of this Lease as a result of any act or omission of TENANT, as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or within the Demised Premises, including any allegations of negligent maintenance of the Demised Premises during the term of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

7. **ENVIRONMENTAL COVENANTS**: As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental agency having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act.

During the term of this Lease, TENANT shall not allow the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by TENANT, its agents, employees, business invitees, or contractors. TENANT shall not install or permit the installation of any underground storage tanks on the Leased Premises. As between TENANT and LANDLORD, TENANT agrees to defend and be responsible for all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the Demised Premises including presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises directly caused by the acts, omissions or negligence of TENANT, its employees, business invitees, or contractors and specifically documented to have occurred during TENANT's occupancy under this Lease.

8. **NOTICES**: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by registered or certified mail, return receipt requested, to the following:

LANDLORD:

WOODS FAMILY LIMITED PARTNERSHIP II
c/o Sandford L. Woods, Sr.
5121 South US Highway 1
Fort Pierce, FL 34982

Copy To:

Linnes Finney, Jr., Esq.
Simmons, Finney & Winfield, LLC
145 NW Central Park Plaza
Suite 115
Port St. Lucie, FL 34986

TENANT:

CITY OF FORT PIERCE
c/o Nicholas C. Mimms, City Manager
100 North US Highway 1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:

Tanya Earley, City Attorney
100 North US Highway 1
P. O. Box 1480
Fort Pierce, FL 34954

All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited with the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

10. **JOINT VENTURE**: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the PARTIES to this agreement other than LANDLORD and TENANT.

11. **ENTIRE AGREEMENT**: This Lease contains the entire and sole agreement between the PARTIES hereto relative to the lease of the Demised Premises and may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this Lease. The Agreement shall be binding on the PARTIES hereto, their respective heirs, successors, and assigns as permitted.

12. **TIME OF THE ESSENCE**: It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

13. **COUNTERPARTS**: This Agreement may be executed by the PARTIES listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

IN WITNESS WHEREOF, the PARTIES hereto have signed, sealed, and delivered this Lease effective as of the day and year first above written.

WITNESSES AS TO LANDLORD:

Print Name: Jessica Theodore

Print Name: JANETTE BUCHANAN-MILLER

LANDLORD:

WOODS FAMILY LIMITED PARTNERSHIP II

By: Sanford L. Woods

Print Name: **Sandford L. Woods, Sr.**

Date: 8/12/2022

WITNESSES AS TO TENANT:

TENANT:

CITY OF FORT PIERCE, FLORIDA

_____

By: _____

Print Name: _____

Linda Hudson, Mayor

_____

Date: _____

Print Name: _____

ATTEST:

Linda Cox, City Clerk

_____

APPROVED AS TO FORM AND CORRECTNESS

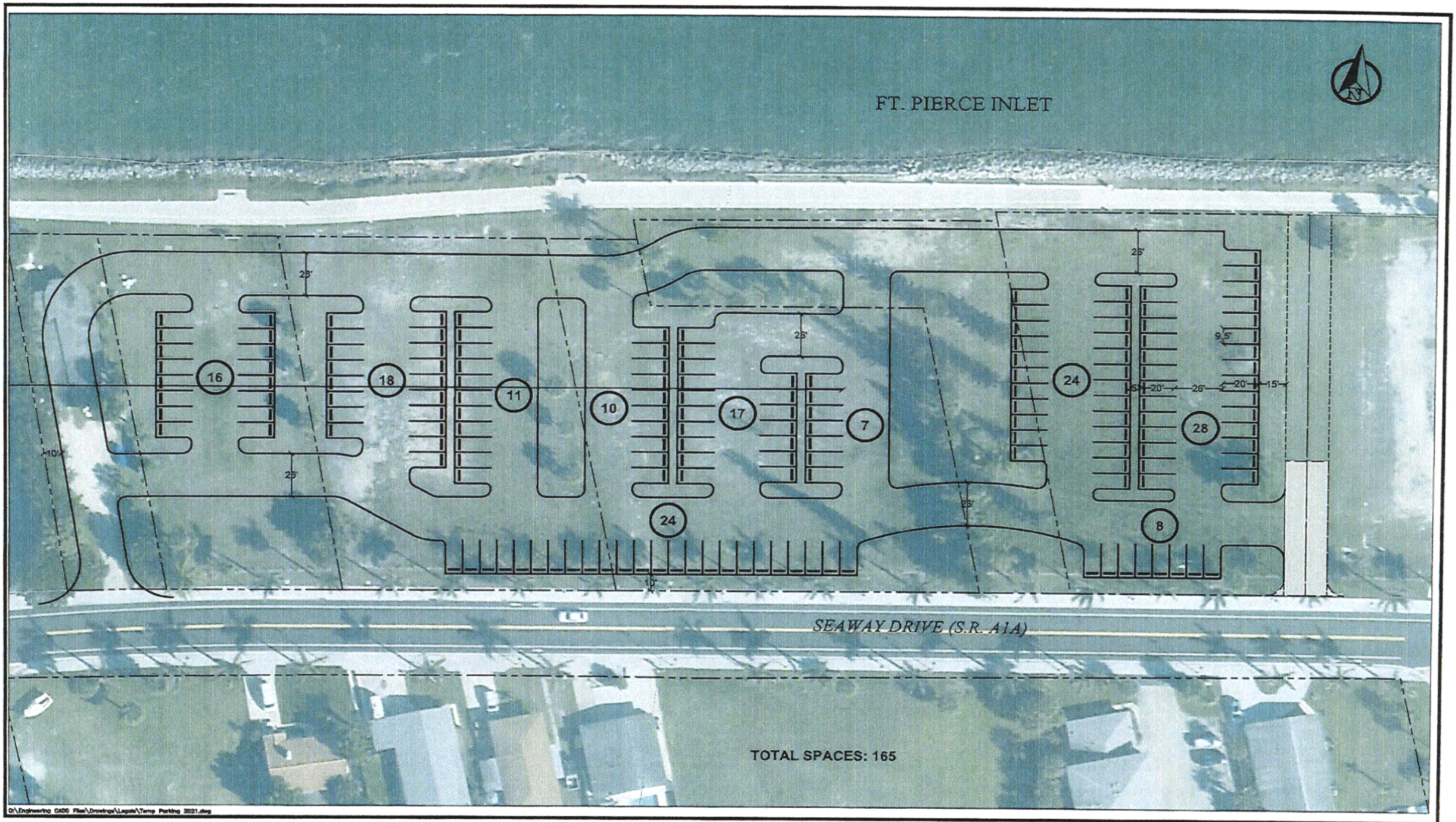
Tanya Earley, City Attorney

_____

Exhibit A


Proposed Lease Area
Parcel Info:2401-501-0043-000-8
Address: 1802 SEAWAY DR
Parcel Info:2401-501-0040-000-
7 Address: 1820 SEAWAY DR
Parcel Info:2401-501-0044-000-5
Address: 1770 SEAWAY DR
Parcel Info:2401-501-0047-000-6
Address: 1750 SEAWAY DR
Parcel Info:2401-501-0050-000-0
Address: 1730 SEAWAY DR
Parcel Info:2401-501-0051-000-7
Address: 1720 SEAWAY DR
Parcel Info:2401-501-0052-000-4
Address: 1710 SEAWAY DR
SEAWAY DR

Exhibit B



DATE:	MAY 2021
SCALE:	1" = 50'
DRAWN:	J. ANDREWS/D.SUMNER

PROPOSED TEMPORARY PARKING

NO.	DATE	BY	REVISIONS

SHEET 1

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 6th day of July, 2021 by and between **WOODS FAMILY LIMITED PARTNERSHIP II, a Florida limited partnership**, ("LANDLORD"), whose address is 5121 South US Highway 1, Fort Pierce, Florida 34982; and **THE CITY OF FORT PIERCE, FLORIDA**, a Florida Municipal corporation, ("TENANT"), whose address is 100 North US Highway 1, Fort Pierce, Florida, 34954 (together referred to as the "PARTIES").

WITNESSETH:

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the PARTIES, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, consisting of seven (7) parcels as shown and depicted on the attached **Exhibit "A"** (Proposed Lease Area), with a general description of the parking lot and improvements to be constructed thereon (Temporary Parking Area) depicted on **Exhibit "B"**, said property hereafter referred to in this Lease as the "Demised Premises", subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. **TERM:**

A. Initial Term: The term of this Lease shall be for an initial period of twelve (12) months (Initial Term) commencing upon the effective date, unless extended or terminated as provided for herein.

B. Extension Term: TENANT is also granted the option of extending this Lease on a month-to-month basis (Extension Term) provided TENANT furnishes written notice to LANDLORD at least thirty (30) days prior to the expiration of the Initial Term that TENANT is still in need of the property for temporary parking. The option of an Extension Term shall be void if LANDLORD is unable to deliver possession of the Demised Premises due to having entered a *bona fide* contract to sell the subject property prior to the Extension Term.

C. Termination of Lease: Either LANDLORD or TENANT may terminate this Lease at any time by providing thirty (30) days written notice to the other party in the manner provided in Section 8. TENANT shall be responsible for pro-rata rent for each month the Demised Premises is occupied.

2. **RENT:**

A. Base Rent: TENANT shall pay rent for the Initial Term in a sum equal to $27,786.75, plus sales tax, if applicable. Rent shall be paid quarterly on or before the first (1st) of the month (July 1st, October 1st, January 1st, and April 1st)

B. Taxes and Assessments: All applicable taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the PARTIES hereto for the year(s) comprising the Initial Term and Extension Term, if any, as well as the year in which this Lease is terminated.

B. Taxes and Assessments: All applicable taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the PARTIES hereto for the year(s) comprising the Initial Term and Extension Term, if any, as well as the year in which this Lease is terminated.

C. Late Charges: TENANT covenants and agrees to pay LANDLORD a late charge of five percent (5%) of each quarterly installment of all rents if not paid within thirty (30) days of its due date. LANDLORD expressly reserves all other rights and remedies provided under this Lease Agreement or Florida law.

3. **USE OF PREMISES:**

A. Use: TENANT will use and occupy the Demised Premises solely for the purpose of constructing a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. TENANT shall obtain all necessary permits from any and all governmental agencies necessary for the operation of the Demised Premises as a temporary parking lot.

B. Compliance: During the term of this Lease, TENANT shall maintain the property as may be required by all government authorities, collect and control trash and refuse, and comply with all environmental rules and regulations applicable to temporary parking facilities.

C. Alterations: TENANT shall make no alterations or additions except as depicted on **Exhibit "B"** without prior written consent of LANDLORD.

D. Waste: TENANT shall permit no waste to the Demised Premises and shall return the Demised Premises to LANDLORD at the end of the term in the same condition as existed at the beginning of the term of the Lease.

E. Improvements: Notwithstanding the foregoing, it is anticipated TENANT shall make certain improvements for access and parking, and LANDLORD shall not unreasonably withhold written consent in connection with same. TENANT shall block-off or enclose the rear portion of the Demised Premises to discourage parking on any of LANDLORD's remaining property not part of the Demised Premises.

4. **INSURANCE:** TENANT shall maintain its currently existing General Liability insurance coverages of $200,000 each person/$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect the earlier of the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement. TENANT shall provide LANDLORD a minimum of sixty (60) days' notice prior to cancellation or termination of any insurance policy required under this Lease.

5. **ASSIGNMENT AND SUBLETTING**: TENANT shall not assign or sublet this Lease without the written consent of LANDLORD.

6. **LIABILITY**: TENANT agrees to fully indemnify LANDLORD, and LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of TENANT, TENANT'S employees, agents, guests, invitees, or otherwise, by reason of TENANT'S occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason. TENANT acknowledges that it has fully inspected the Demised Premises and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the Demised Premises during the term of this Lease and absolves LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen during the term of this Lease as a result of any act or omission of TENANT, as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or within the Demised Premises, including any allegations of negligent maintenance of the Demised Premises during the term of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

7. **ENVIRONMENTAL COVENANTS**: As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental agency having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act.

During the term of this Lease, TENANT shall not allow the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by TENANT, its agents, employees, business invitees, or contractors. TENANT shall not install or permit the installation of any underground storage tanks on the Leased Premises. As between TENANT and LANDLORD, TENANT agrees to defend and be responsible for all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the Demised Premises including presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises directly caused by the acts, omissions or negligence of TENANT, its employees, business invitees, or contractors and specifically documented to have occurred during TENANT's occupancy under this Lease.

8. **NOTICES**: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by registered or certified mail, return receipt requested, to the following:

LANDLORD:

WOODS FAMILY LIMITED PARTNERSHIP II
c/o Sanford L. Woods, Sr.
5121 South US Highway 1
Fort Pierce, FL 34982

Copy To:

Linnes Finney, Jr., Esq
Simmons, Finney & Winfield, LLC
145 NW Central Park Plaza, #115
Port St. Lucie, FL 34986

TENANT:

CITY OF FORT PIERCE
c/o Nicholas C. Mimms, City Manager
100 North US Highway1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:

Peter J. Sweeney, City Attorney
100 North US Highway 1
P.O. Box 1480
Fort Pierce, FL 34954

All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited with the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

10. **JOINT VENTURE**: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the PARTIES to this agreement other than LANDLORD and TENANT.

11. **ENTIRE AGREEMENT**: This Lease contains the entire and sole agreement between the PARTIES hereto relative to the lease of the Demised Premises and may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same

formalities as this Lease. The Agreement shall be binding on the PARTIES hereto, their respective heirs, successors, and assigns as permitted.

12. **TIME OF THE ESSENCE**: It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

13. **COUNTERPARTS**: This Agreement may be executed by the PARTIES listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

IN WITNESS WHEREOF, the PARTIES hereto have signed, sealed, and delivered this Lease effective as of the day and year first above written.

WITNESSES AS TO LANDLORD:

Print Name: Carla Langel

Print Name: Karen Width

LANDLORD:
WOODS FAMILY LIMITED PARTNERSHIP II

By:

Sanford L. Woods, Sr.,
General Partner

Date: 6/14/21

WITNESSES AS TO TENANT:

Print Name: Miriam Garcia

Print Name: Brittany Meredith

TENANT:

CITY OF FORT PIERCE, FLORIDA

By: Linda Hudson

Linda Hudson, Mayor

Date:

ATTEST:

Linda Cox, City Clerk

Linda W. Cox

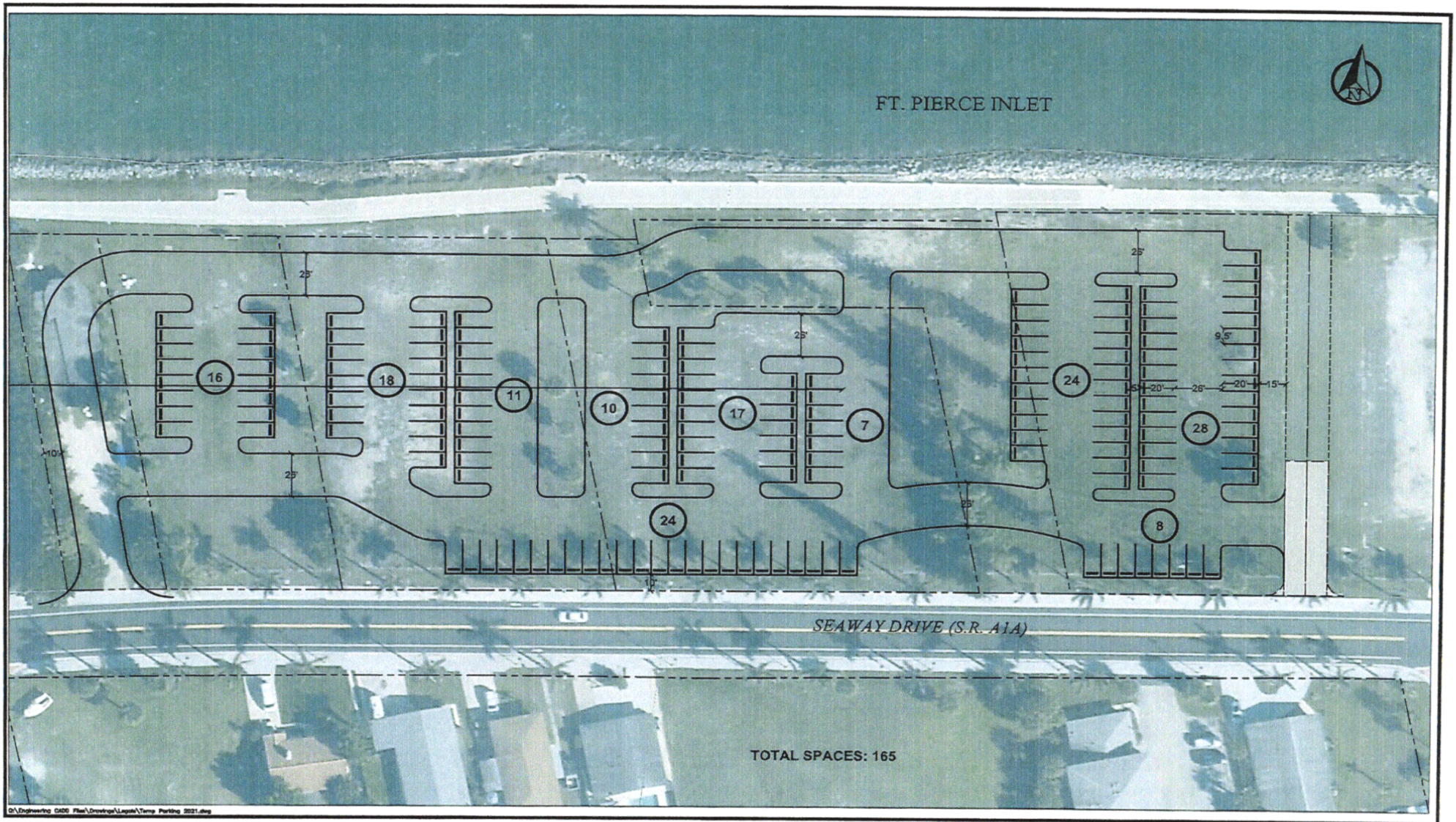
APPROVED AS TO FORM AND CORRECTNESS

Peter J. Sweeney, City Attorney

Exhibit A


Proposed Lease Area
Parcel Info:2401-501-0043-000-8
Address: 1802 SEAWAY DR
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7 Address: 1820 SEAWAY DR
Parcel Info:2401-501-0044-000-5
Address: 1770 SEAWAY DR
Parcel Info:2401-501-0047-000-6
Address: 1750 SEAWAY DR
Parcel Info:2401-501-0050-000-0
Address: 1730 SEAWAY DR
Parcel Info:2401-501-0051-000-7
Address: 1720 SEAWAY DR
Parcel Info:2401-501-0052-000-4
Address: 1710 SEAWAY DR
SEAWAY DR

Exhibit B



DATE:	MAY 2021
SCALE:	1" = 50'
DRAWN:	J. ANDREWS/D.SUMNER

PROPOSED TEMPORARY PARKING

NO.	DATE	BY	REVISIONS

SHEET 1

City Commission Meeting & Budget Hearing - 5:05 pm **12. g.**

Meeting Date: 09/06/2022

Re: Safe Streets and Roads For All Grant (SS4A)

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Authorize staff to apply for and accept a grant amount of $300,000.00 for the FY2022 Safe Streets and Roads For All Grant (SS4A) from the United States Department of Transportation.

SUMMARY:

At the August 8, 2022 City Commission Conference Meeting, staff presented information on The Safe Streets and Roads for All (SS4A) Grant. The SS4A grant is a new funding opportunity that supports the National Roadway Safety Strategy. It specifically targets and supports local initiatives to prevent death and serious injuries on roads and streets. This effort is known as the Vision Zero or Target Zero initiative.

City staff is working on submitting an application for $300,000 of Federal Funds (plus $60,000 City Funds) to complete a Comprehensive Safety Action Plan that will identify low-cost safety improvements and establish a program to implement these improvements. The application is submitted through the Grants.gov website and the Engineering Department is working with the Grants Administration Division to access the required programs to complete the application.

RECOMMENDATION:

Staff recommends that the City Commission authorize staff to apply for a grant amount of $300,000.

ALTERNATIVES:

The City can fund a Comprehensive Safety Action Plan with City funds.

RESPONSIBLE STAFF:

Selena Griffett, Project Engineer

COORDINATED WITH:

City Grant Administration and Finance Departments

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	23/24
Account:	114-1111-519-6310
Amount:	$60,000

FISCAL IMPACT:

If awarded, the grant will provide $300,000 of Federal Funds and require a Local Match of $60,000.

Attachments

08-08-22 SS4A Presentation

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/30/2022 04:21 PM
City Manager	Nick Mimms	08/31/2022 09:44 AM
Form Started By: Selena Griffett		Started On: 08/22/2022 10:10 AM
Final Approval Date: 08/31/2022		

Safe Streets and Roads for All



TARGET ZERO
FATALITIES & SERIOUS INJURIES

FORT PIERCE, FL
THE SUNRISE CITY

City of Fort Pierce
City Commission
Conference Agenda
August 8, 2022

Safe Streets and Roads for All (SS4A)

Our Current Reality

Traffic fatalities are a public health crisis affecting all road users.

1.25M

Lives lost globally each year from traffic crashes

Source: World Resources Institute

42,915

Estimated lives lost on U.S. roads in 2021

Source: NHTSA

7,342

Estimated pedestrians killed in U.S. traffic crashes in 2021

Source: NHTSA

SS4A Overview: Funding

Funding

- $1B annually, FY22-26
- At least 40% of annual funding will be awarded for Action Plan Grants and supplemental action plan activities
- Balance of funding available for Implementation Grants

Cost share/match

- 80% Federal | 20% local match cost share
- Not more than 15% of funds can be awarded to projects in a single State in a given fiscal year
- *Note: Tribal projects are not considered part of the State cap*

Recipient Types

- Single recipients
- Joint applications
  - Multijurisdictional groups could have varied structures to support local needs

SS4A Overview: Eligibility

Eligible Recipients

- Metropolitan planning organization (MPOs)
- Political subdivision of a State
- Federally recognized Tribal government
- Multijurisdictional groups comprised of the entities above

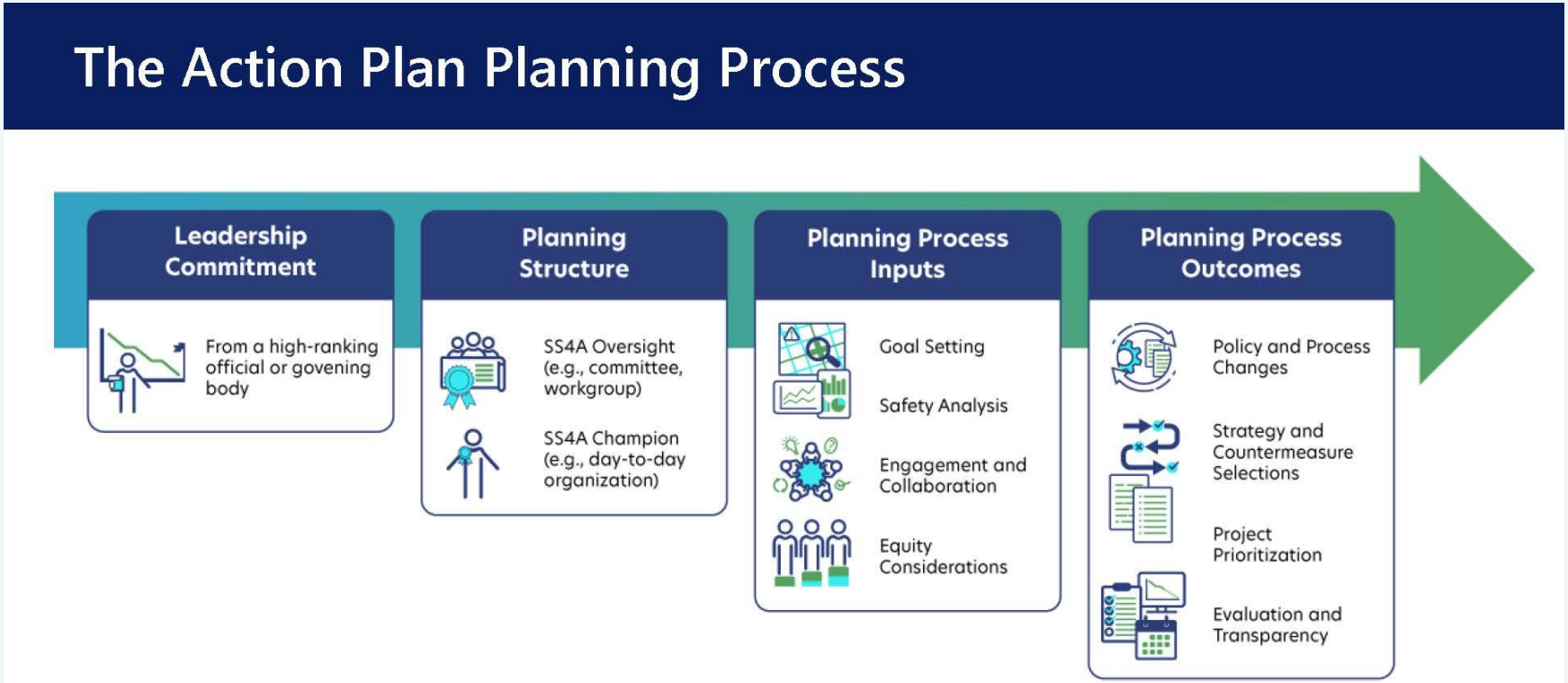
Eligible Activities

- Develop a Comprehensive Safety Action Plan
- Conduct planning, design, and development activities
- Carry out projects and strategies identified in an Action Plan

Safe Streets and Roads for All (SS4A)

Action Plan Grant

Comprehensive Safety Action Plan (CSAP) – this document will identify and aid in prioritization of Low Cost Safety Improvements



Safe Streets and Roads for All (SS4A)

Implementation Grants – where the "rubber meets the road."

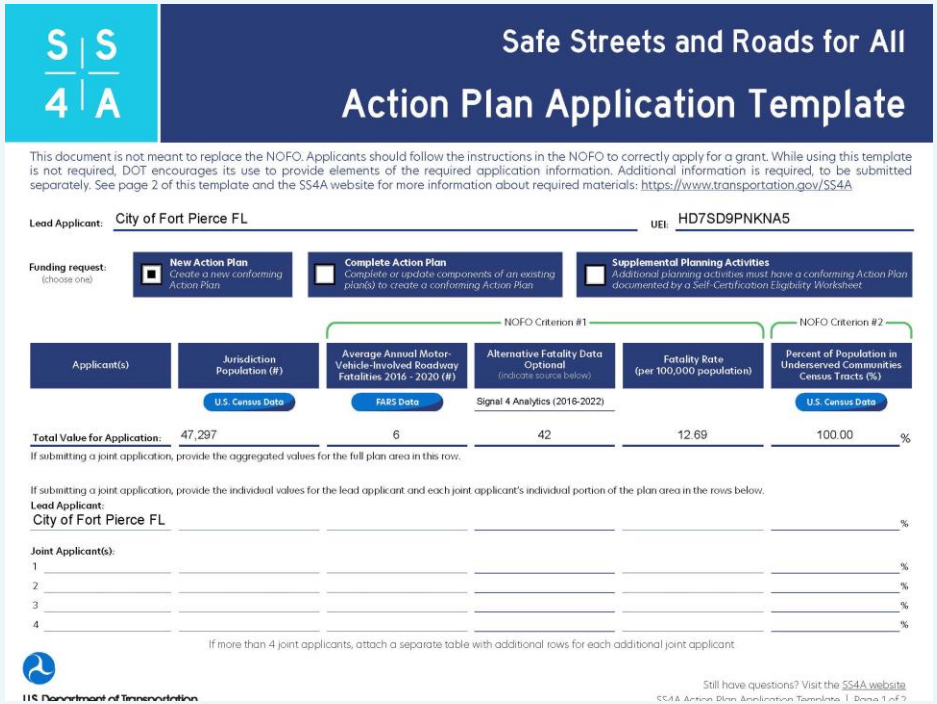
PROVEN SAFETY COUNTERMEASURES

- Speed Safety Cameras
- Appropriate Speed Limits
- Rumble Strips
- Enhanced Pavement Marking/Markers
- Traffic Signal Enhancements
- Access Management
- Crosswalk Visibility Enhancements
- Improved Lighting
- Sidewalk Improvements
- Road Safety Audits



https://safety.fhwa.dot.gov/provencountermeasures/

SAFE STREETS AND ROADS FOR ALL (SS4A)



Safe Streets and Roads for All

Action Plan Application Template

This document is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. While using this template is not required, DOT encourages its use to provide elements of the required application information. Additional information is required, to be submitted separately. See page 2 of this template and the SS4A website for more information about required materials: https://www.transportation.gov/SS4A

Lead Applicant: City of Fort Pierce FL UEI: HD7SD9PNKNA5

Funding request: (choose one)

- ☒ New Action Plan — Create a new conforming Action Plan
- ☐ Complete Action Plan — Complete or update components of an existing plan(s) to create a conforming Action Plan
- ☐ Supplemental Planning Activities — Additional planning activities must have a conforming Action Plan documented by a Self-Certification Eligibility Worksheet

		NOFO Criterion #1			NOFO Criterion #2
Applicant(s)	Jurisdiction Population (#)	Average Annual Motor-Vehicle-Involved Roadway Fatalities 2016 - 2020 (#)	Alternative Fatality Data Optional (indicate source below)	Fatality Rate (per 100,000 population)	Percent of Population in Underserved Communities Census Tracts (%)
	U.S. Census Data	FARS Data	Signal 4 Analytics (2016-2022)		U.S. Census Data
Total Value for Application:	47,297	6	42	12.69	100.00 %

If submitting a joint application, provide the aggregated values for the full plan area in this row.

If submitting a joint application, provide the individual values for the lead applicant and each joint applicant's individual portion of the plan area in the rows below.

Lead Applicant: City of Fort Pierce FL

Joint Applicant(s):

1 %
2 %
3 %
4 %

If more than 4 joint applicants, attach a separate table with additional rows for each additional joint applicant

U.S. Department of Transportation

Still have questions? Visit the SS4A website

SS4A Action Plan Application Template | Page 1 of 2

Staff recommends applying for the Action Plan Grant

Applications are due September 15, 2022

Requesting $300,000 ($60,000 Local Match) for consultant to assist in developing the Comprehensive Safety Action Plan

Safe Streets and Roads for All (SS4A)

Three Selection Criteria:

1. Safety Impact (quantitative, two ratings)
   - The count of roadway fatalities from 2016 to 2020
   - Fatality rate average from 2016-2020, divided by 2020 US Census population
2. Equity (quantitative, one rating)
   - Percent of population in underserved communities within the jurisdiction
3. Safety Considerations (narrative)



Safe Streets and Roads for All (SS4A)

Thank you!

QUESTIONS?

City Commission Meeting & Budget Hearing - 5:05 pm **12. h.**

Meeting Date: 09/06/2022

Re: Pinewood Park Playground Equipment Purchase, Piggyback Sourcewell Contrac #010521-LTS

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

SUBJECT:

Approval to piggyback Sourcewell Contract #010521-LTS to purchase playground equipment for the Pinewood Park Playground Project, in amount not to exceed $53,280.79, from Miracle Recreation Equip Co., Monett, MO.

SUMMARY:

The Public Works Department is seeking approval to piggyback Sourcewell Contract #010521-LTS for the purchase of playground equipment from Miracle Recreation Equip. Co, Monett, MO, for the community build project at Pinewood Park, in an amount not to exceed $53,280.79.

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

RECOMMENDATION:

The Public Works Department recommends approval of the requested purchase.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022
Account:	10394005546445
Amount:	53280.79

FISCAL IMPACT:

The funds from this expenditure will come from Grants Administration: 103.9400.554.64.45

Attachments

PlayPower Sourcewell Contract
Miracle Recreation Quote
3D Park Layout
Playground Equipment Layout

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/31/2022 10:33 AM
City Manager	Nick Mimms	08/31/2022 03:09 PM
Form Started By: Tanya White		Started On: 08/05/2022 02:12 PM
Final Approval Date: 08/31/2022		

DocuSign Envelope ID: F416D837-E545-4A9D-8F62-28D5E4268B24

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: F416D837-E545-4A9D-8F62-28D5E4268B24

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

DocuSign Envelope ID: F416D837-E545-4A9D-8F62-28D5E4268B24

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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 awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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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. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	PlayPower, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: W. Todd Brinker B286C633F68749C...
By: _____	By: _____
Jeremy Schwartz	W. Todd Brinker
Title: Director of Operations & Procurement/CPO	Title: Senior Vice President Global Sales & Marketing Outdoor Play
Date: 2/15/2021 | 10:36 PM CST	Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

DocuSign Envelope ID: F416D837-E545-4A9D-8F62-28D5E4268B24

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	PlayPower
Address:	11515 Vanstory Drive Suite 100 Huntersville, NC 28078
Contact:	Christine Stepp
Email:	christine.stepp@playpower.com
Phone:	570-259-5466
HST#:	431681424

Submission Details

Created On:	Tuesday November 17, 2020 12:27:42
Submitted On:	Tuesday January 05, 2021 16:13:14
Submitted By:	Christine Stepp
Email:	christine.stepp@playpower.com
Transaction #:	21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address:	149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.	*
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed $100M over the term of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.	*
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectrual Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%	*
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2018 2019 2020 CMAS $429,901.58 - - COA - $205,565.74 $55,895.35 COSTARS $102,812.68 $376,404.54 $351,116.88 DE USAGE $5,690.00 $17,322.82 $10,690.00 NJ STATE $295,687.34 $442,753.06 $239,850.35 PREP - $237,565.00 $561,812.00 SOURCEWEL $38,840,671.82 $29,092,389.51 $26,043,818.71 HGAC $1,192,953 $236,858 $87,436 NASPO $2,256,692 $946,192 $288,288 KPN $212,068 $15,496 $2,703	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	2019 2018 2017 GS-03F-072GA Miracle Recreation $14,061 $94,426 $157,563 GS-03F-055AA Little Tikes Commercial $41,812 $12,788 $74,698 GS-03F-0071T Playworld $8,680 $78,008 $84,356 GS-03F-0001U USA Shade $75,248 $183,919 $246,227	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)	*
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301	*
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	$580,000	$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	$25,000	$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	$16,666	$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	$15,833	$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to ltc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns •Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshows. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.	*
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual	*

look and feel of real rocks, trees and stumps. This product is unlike any other.
• Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
• EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
• EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
• NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
• PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:
PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM FI487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.
• PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
• PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower’s steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower’s playground equipment is produced from at least 50% recyclable materials.
		• PlayPower meets ISO 9001, ISO 14001Standards
		• Other environmental initiatives:
		  • All packing and shipping materials are 100% recyclable.
		  • Recycling 95%+ of our waste.
		  • Many of our raw materials contain 25% to 100% recycled content.
		  • Reduced energy usage through conservation and lean manufacturing implementation.
		  • Audits material content and operations for safety and environmental concerns
			*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: Happy Playgrounds WBE AR, OK Imagine Nation WBE IL Jefcoat Recreation WBE MS Metro Recreation VOSB MD, WV Miracle of KY & TN WBE KY, TN Playworx VOSB FL, GA Recreation Plus DBE, SBE, WMBE CO, WY Site Specifics WBE MA Hahn Enterprises WMBE LA, AR MTS Recreation WBE VA Pelican Playground WMBE LA, MS Hasley Recreation WBE Al, GA Miller Recreation VOSB C. FL	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM FI487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. $500,000 - $999,999 1% rebate 2. $1,000,000 - $1,499,99 2% rebate 3. $1,500,000+ 3% rebate	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	(•) Yes ( ) No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	(•) Yes ( ) No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM FI487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0023220173

Prepared For:

Derrick Johnson
City of Fort Pierce Parks Public Works
P.O Box 1480
Fort Pierce, FL 34954
772-467-3804 (phone)
djohnson@fppwd.com

Project Name & Location:

Pinewood Park
Fort Pierce

Prepared by:

Miracle of South Florida

Connie Brown
(954) 520-4523 (phone)
(954) 200-6828 (fax)
Connieb@miracleofsouthflorida.com

Quote Number: R0023220173
Quote Date: 7/29/2022
Valid For: 30 Days From Quote Date

CUSTOM TC PLAY STRUCTURE AGES 2-12

Product line: Tots Choice

Part Number	Description	Qty	Weight	Unit Price	Total
Custom TC	Tot's Choice 2-12 Dwg# R0023_4476723098	1	3,890.00	33,498.00	33,498.00

FREESTANDING PLAYGROUND BORDERS

Product line: Freestanding

Part Number	Description	Qty	Weight	Unit Price	Total
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	26	35.00	91.00	2,366.00
4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	1	260.00	1,062.00	1,062.00

ADDITIONAL ITEMS

Part Number	Description	Qty	Weight	Unit Price	Total
Drawings	Sealed Engineered Drawings & Calcs	1	0.00	900.00	900.00
GC	GC Pull Permit (Excludes Permit Fees)	1	0.00	1,200.00	1,200.00
Mulch	Engineered Wood Fiber (Installed)	40	0.00	85.00	3,400.00

Totals:

Equipment List:	$36,926.00
Discount Amount:	-$6,277.42
Equipment Price:	$30,648.58
Freight:	$2,632.21
Installation:	$14,500.00
Additional Items Listed Above:	$5,500.00
SubTotal:	$53,280.79
Estimated Sales Tax*:	$0.00
Grand Total:	**$53,280.79**

Notes: Prices per Sourcewell contract #010521-LTS. Lead Time 9+ months. Prices do not include removal or disposal of existing equipment, building permit fees, landscape fabric, concrete curb, storage of materials, site security, site preparation, soil testing, drainage, grading, landscape repair/replace, zoning approval, underground line location or repair, fencing, site plan or survey, ADA or sidewalk access, or any materials or services other than listed.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0023220173 **Quote Date:** 7/29/2022 **Equipment:** $36,926.00 **Grand Total:** $53,280.79

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

Pinewood Park

Fort Pierce, FL





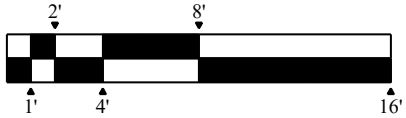
Miracle

www.miracle-recreation.com

FOR KIDS AGES 2-12 YEARS

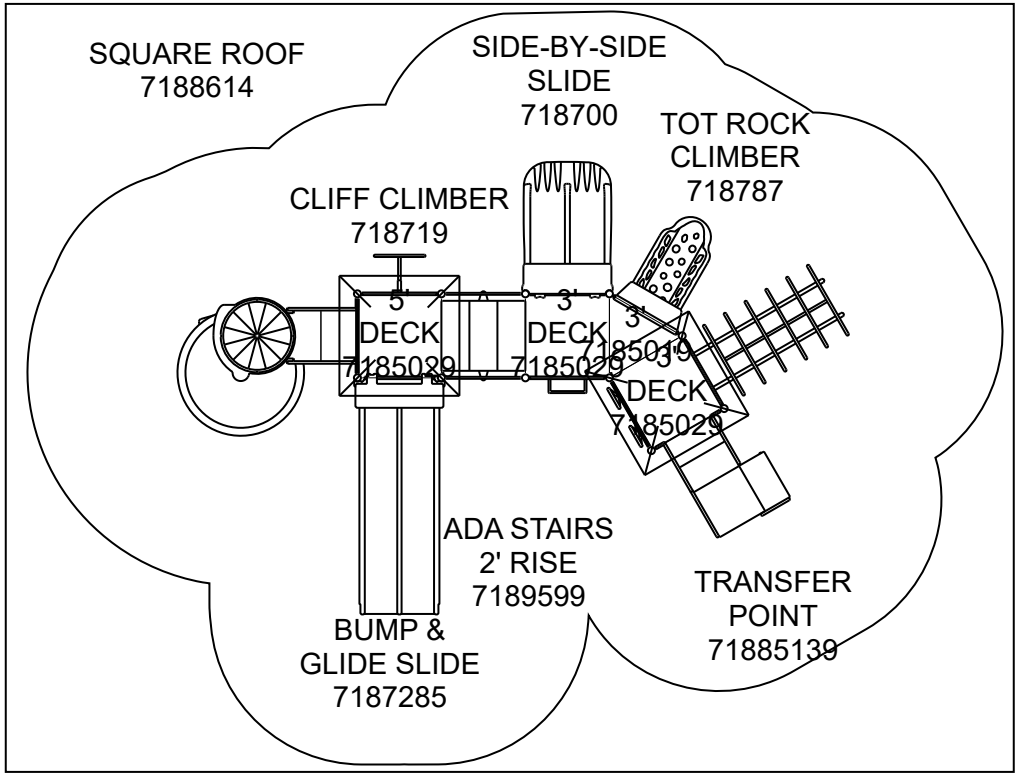
AGE GROUP:	2-12		
ELEVATED PLAY ACTIVITIES - TOTAL:	7		
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	7	REQ'D	4
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	2	REQ'D	2
GROUND LEVEL QUANTITY:	2	REQ'D	2

Pinewood Park
Ft Pierce, FL



TC HEX/TRIANGLE PERF PANEL
(BELOW DECK)
71871316B

360 TYPHOON II SLIDE
71874859



HULA
CLIMBER
7188053

SQUARE ROOF
7188614

VERTICAL
LADDER
7188153

1/2 PILOT
(BELOW DECK)
7187147HB

WALL
718816

IPEMA CERTIFIED TO ASTM F1487
To verify product certification, visit www.ipema.org

Miracle

Miracle of South Florida
14451 Lexington Place
Davie,FL
PHONE NO: (954) 520-4523
FAX NO: (954) 473-1964

GROUND SPACE: 28'-6" x 19'-0"

PROTECTIVE AREA: 41'-0" x 31'-6"

DRAWN BY: Jack Dzoba

DATE: 7/27/2022

R0023_44769723098

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

City Commission Meeting & Budget Hearing - 5:05 pm **12. i.**

Meeting Date: 09/06/2022

Re: Utility Assistance Program Interlocal Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of Interlocal Agreement with St. Lucie County for administration of the Utility Assistance Program.

SUMMARY:

The City Commission directed staff to determine an acceptable mechanism to assist residents with the rising cost of utilities recently experienced in Fort Pierce as a result of the increased power adjustment implemented by our local municipal utility. In response, City Staff developed a Utility Assistance Program that will utilize American Rescue Plan funds to assist the low, very low and very very low-income residents. This program is made possible through a collaborative agreement with Saint Lucie County for administrative purposes. The County shall aid the City in providing assistance with home utility payments to eligible households in the City of Fort Pierce by accepting, reviewing, and evaluating Program applications, as well as publishing the Program application on its website and accepting applications and supporting materials in person and online. The City of Fort Pierce has partnered with Saint Lucie County previously on the administration of eviction diversion and emergency rental assistance funds, and this is the continuance of our successful collaboration.

The Board of County Commissioners will be considering this interlocal agreement at their 9/6/22 meeting.

RECOMMENDATION:

Staff recommends approval of the interlocal agreement. The draft agreement has been approved as to form and correctness by the City Attorney.

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Tanya Earley, City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: 2022

Account: N/A

Amount: N/A

FISCAL IMPACT:

The City Commission authorized $125,000 of ARP funds to be used for utility bill assistance for Fort Pierce residents at the 8/15/22 City Commission meeting.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:57 AM

Form Started By: Jennifer Robinson Started On: 08/25/2022 11:30 AM

Final Approval Date: 08/31/2022

INTERLOCAL AGREEMENT BY AND BETWEEN ST. LUCIE COUNTY, FLORIDA AND THE CITY OF FORT PIERCE FOR UTILITY ASSISANCE PROGRAM

This Agreement between St. Lucie County, Florida (the "County"), a political subdivision of the State of Florida and the City of Fort Pierce (the "City"), a Florida municipality, shall be effective on September 12, 2022 (the "Effective Date").

RECITALS

WHEREAS, Section 163.01, Florida Statutes (2022), the "Florida Interlocal Cooperation Act of 1969," provides that local governments, or public agencies, may cooperate by agreement with one another to provide services that will best meet the needs of local communities;

WHEREAS, the above-named governmental entities are public agencies as that term is defined in Section 163.01(3)(a), Florida Statutes;

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) ("ARPA"), authorize the Department of the Treasury ("Treasury") to make payments to certain recipients from the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF");

WHEREAS, the City has been awarded funding pursuant to ARPA-SLFRF;

WHEREAS, funds awarded under APRA-SLFRF may be used only for certain statutory eligible uses, which include assistance with utility payments for eligible households;

WHEREAS, Treasury's Final Rule contemplates that recipients like the City may transfer funds to entities to carry out an eligible project or program on behalf of the recipient with the recipient's Federal award funding;

WHEREAS, the City seeks assistance from the County in the administration of a utility assistance program ("Program") that is established and operated in accordance with Treasury's guidance under the Final Rule and utilizes ARPA-SLFRF funds to pay utility bills or portions thereof for eligible households; and

WHEREAS, the County is willing to administer the application process for the Program on behalf of the City;

NOW, THEREFORE, in consideration of the mutual promises and undertakings as contained in this Agreement, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. RECITALS

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

2. PROGRAM ADMINISTRATION

A. The County shall aide the City in providing assistance with home utility payments to eligible households in the City of Fort Pierce by accepting, reviewing, and evaluating Program applications.

B. The County shall publish the Program application on its website and accept applications and supporting materials in person and online.

C. The County shall require Program applicants to submit all of the following before evaluating their applications:
   i. Identification;
   ii. A utility account number; and
   iii. A statement of household income, which statement may be self-verified.

D. The County shall provide telephonic assistance with completing the Program application. The County shall provide in person assistance with completing the Program application at the County office(s) of its choosing and, additionally, at the following St. Lucie County Library branches: Hurston and Kilmer.

E. The County shall approve or deny Program applications and determine award amounts in accordance with this Agreement.

F. Program awards shall be made available only to applicants whose household income is at or below 65% of the Area Median Income ("AMI"). To calculate the AMI, the County shall utilize the spreadsheet published by Treasury at the following link: https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fhome.treasury.gov%2Fsystem%2Ffiles%2F136%2FSLFRF-LMI-tool.xlsx&wdOrigin=BROWSELINK

G. Program awards shall be reduced to writing in the form of vouchers. Vouchers shall not exceed $250.00 per eligible household.

H. Vouchers shall be limited to one (1) per eligible household.

I. The County shall be responsible for transmitting approved Program applications, vouchers, and utility invoices to the City's Finance Department.

J. The City shall be responsible for making payments, subject to the availability of ARPA-SLFRF funds, directly to the utility provider in the voucher amounts approved by the County.

K. The City shall pay the County a fee not to exceed $12,500.00 (the "Administration Fee") in exchange for the services provided under this Agreement.

L. The County shall utilize the Administration Fee to cover the costs, including parttime and fulltime labor, associated with providing services under this Agreement. The Administration Fee shall be used only to cover costs incurred after the Effective Date.

3. TERM

This Agreement shall be effective on September 12, 2022, and shall end on December 31, 2022, unless terminated earlier in accordance with the provisions of Section 4.

4. TERMINATION

A. Either party may terminate this Agreement, with or without cause, after fifteen (15) days written notice to the other party.

B. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

5. RECORDS

A. The County shall keep records of its expenditures related to the services provided pursuant to this Agreement. Such records shall be kept in accordance with standard accounting practices and made available to the City within fifteen (15) days of the County's receipt of a written request for the same. A request for records under this subsection may made via electronic mail.

B. The County 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 it in conjunction with this Agreement. The County shall comply with Florida's Public Records Law. Specifically, the County shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

Upon request, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in state law or otherwise provided by law.

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 Agreement term and following termination of the Agreement if The County does not transfer the records to the City.

Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the County upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to the City in a format that is compatible with the information technology system of the City.

IF THE COUNTY HAS QUESTIONS REGARGDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE COUNTY SHOULD CONTACT THE CITY'S CUSTODIAN OF RECORDS AS FOLLOWS:
CITY CLERK'S OFFICE
100 N US 1
FORT PIERCE, FL 34950
772-467-3065
lcox@citoffortpierce.com

6. REPORTING

The City shall report the expenditure of APRA-SLFRF funds related to the Program in accordance with applicable federal law.

7. COMPLINACE WITH APPLICABLE LAW, REGULATIONS, POLICY, AND PROGRAM GUIDANCE

To the extent the County is a "subrecipient" as defined by ARPA or interpreted by Treasury in its Final Rule or other applicable federal law or guidance, the County agrees to abide by the conditions set forth in the attached Exhibit A.

8. LIABILITY

The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.

9. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

10. ENTIRE AGREEMENT

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

11. CHANGES

All changes, modifications, or alterations to this Agreement shall be made by written amendment signed by authorized representatives of each party.

12. NOTICES

Except as otherwise specified in this Agreement, all notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:
St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a Copy to:
St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to Fort Pierce:
City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

With a Copy to:
City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

13. FURTHER DOCUMENTS

Each of the parties hereto agrees that it will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

14. GOVERNING LAW AND VENUE

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

15. CAPTIONS

The captions and headings of this Agreement are intended for convenience and reference only and do not affect the construction or meaning of this Agreement.

16. FILING

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

[This section intentionally left blank]

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

_____
Deputy Clerk

BY:_____
Chair

DATE:_____

APPROVED AS TO FORM AND CORRECTNESS:

BY:_____
County Attorney

ATTEST:

CITY OF FORT PIERCE

_____
City Clerk

BY:_____
Mayor

DATE:_____

APPROVED AS TO FORM AND CORRECTNESS:

BY:_____
City Attorney

EXHIBIT A
PROVISIONS APPLIABLE TO "SUBRECIPIENTS" OF AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

1. USE OF FUNDS

Subrecipient understands and agrees that the funds disbursed under this subaward may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

2. REPORTING

A. Subrecipient agrees to comply with all reporting requirements established by Treasury as they relate to this award, including financial, performance, and compliance reporting as described in the latest version of *Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities* published by Treasury and available at https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf ("Treasury Reporting Guidance").
B. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.
C. Reporting must be consistent with the definition of expenditures in 2 C.F.R. § 200.1.
D. Subrecipient must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with the appropriate accounting standards and principles.
E. Subrecipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.
F. Subrecipient must provide the City with the information necessary for the City to produce and submit a quarterly Project and Expenditure Report to Treasury.

3. MAINTENANCE OF AND ACCESS TO RECORDS

A. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of subrecipient in order to conduct audits or other investigations.
C. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
D. Records shall be maintained by Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later.
E. Within fifteen (15) days of its receipt of a written request by the City, Subrecipient agrees to provide the City all relevant documentation pertaining to the use of funds under this Agreement to confirm compliance with Federal requirements, ensure the purpose of the

subgrant is being achieved, and to respond to audits, as necessary. A request under this subsection may be made by electronic mail.

F. City and Subrecipient agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

4. AUDITS AND MONITORING

A. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

B. Any audit of the Subrecipient's performance under this Agreement will use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

C. If an audit shows that all or any portion of the funds disbursed under this Agreement were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be liable for reimbursement to the City of all such funds within 30 days after the City has notified the Subrecipient of such non-compliance.

D. The Subrecipient must have all audits completed by an independent auditor. The audits must be received by the City no later than nine months from the end of the Subrecipient's fiscal year.

E. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance (2 C.F.R. Part 200).

F. In addition to reviews of audits conducted in accordance with subparagraphs A-E above, monitoring procedures may include, but not be limited to, on-site visits by City staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the City. In the event that the City determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit.

5. PRE-AWARD COSTS

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement.

6. CONFLICTS OF INTEREST

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to the City any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. COMPLIANCE WITH MISCELANEOUS PROVISIONS

A. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

B. Federal regulations applicable to this funding include, without limitation, the following:
   i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   ix. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this funding include, without limitation, the following:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. REMEDIES

In the event of Subrecipient's noncompliance with this Agreement, section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the City may impose additional conditions on the receipt of a subsequent tranche of future funds, if any, or take other available remedies, as the City deems appropriate. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment by the City.

9. HATCH ACT

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. FALSE STATEMENTS

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Subrecipient's actions pertaining to this Agreement. False statements or claims may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. PUBLICATIONS

A. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Fort Pierce, Florida by the U.S. Department of the Treasury."
B. Any publications produced with funds from this award or pertaining to projects or programs administered with funds from this award must be approved by the City prior to publication.

12. PROTECTIONS FOR WHISTLEBLOWERS

A. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

B. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of the City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13. EQUAL EMPLOYMENT OPPORTUNITY

To the extent this Agreement is a federally assisted construction contract as defined in 41 C.F.R. § 60-1.3, the Subrecipient agrees that during the performance of this Agreement:

A. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient 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. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Subrecipient 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.

C. Subrecipient 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.

D. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided 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.
E. Subrecipient 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.
F. Subrecipient 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.
G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.
H. Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (H) 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. Subrecipient 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

To the extent this Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the following terms apply:

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 workweek 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 $27 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 City 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 Subrecipient shall insert in any contract 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.

15. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. 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 Subrecipient can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, 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. Subrecipient 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.

16. BYRD ANTI-LOBBYING AMENDMENT

If funds transferred under this Agreement equal $100,000 or more, Subrecipient shall file the required certification 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 City who in turn will forward the certification(s) to the federal awarding agency.

17. LOBBYING PROHIBITION – STATE LEGISLATURE

No funds or other resources received from the City under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. *Definitions*. As used in this clause, 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 indicated and/or specifically defined in section 889 of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232). In the absence of an indicated meaning or definition in section 889 of NDAA FY 2019 or guidance from Treasury, Subrecipient may also look to FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), for guidance on these terms.

B. *Prohibitions*.

   i. 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.

   ii. Unless an exception in paragraph (C) of this clause applies, the Subrecipient 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, subcontract, or other contractual instrument, 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.

C. Exceptions.
   i. This clause does not prohibit contractors 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.
   ii. By necessary implication and regulation, the prohibitions also do not apply to:
      (a) Covered telecommunications equipment or services that:
         1. Are not used as a substantial or essential component of any system; and
         2. Are not used as critical technology of any system.
      (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.
   i. In the event the Subrecipient 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 contract performance, or the Subrecipient is notified of such by a subcontractor at any tier or by any other source, the Subrecipient shall report the information in paragraph (D)(ii) of this clause to the City, unless elsewhere in this Agreement are established procedures for reporting the information.
   ii. The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
      (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 in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the 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.

E. *Subcontracts*. The Subrecipient shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

A. As appropriate, and to the extent consistent with law, Subrecipient 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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

B. For purposes of this clause:

i. 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.

ii. Manufactured products mean 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.

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

If Subrecipient intends to contract any portion of the work covered by this Agreement, Subrecipient 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:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. 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;

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

E. 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.

21. USE OF FEDERAL SEAL

Subrecipient shall not use any Federal Government or Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Government or Federal Agency officials without specific Federal Government or Federal Agency pre-approval.

22. DISCLAIMER

A. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

B. The United States expressly disclaims any and all responsibility or liability to the City and Subrecipient or third persons for the actions of the City, Subrecipient, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

C. The acceptance of this award by the City and Subrecipient does not in any way establish an agency relationship between the United States and the City or Subrecipient.

City Commission Meeting & Budget Hearing - 5:05 pm **12. j.**

Meeting Date: 09/06/2022

Re: Authorization to negotiate with GrayRobinson for Lobbyist Services

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Authorize staff to enter into negotiations with GrayRobinson to provide Lobbyist Services as the only responsive bidder to RFP 2022-024.

SUMMARY:

For the past several years, the City of Fort Pierce has worked with St. Lucie County to provide representation of the City's legislative priorities and advance other interests of importance to the City at the state level. As a result of the County's decision to focus on its priorities and interests and the need for increased advocacy on behalf of the City at the state level, RFP 2022 024 State Lobbyist Services was issued on August 2, 2022. The date to submit a response to the RFP was August 30, 2022. The City received one (1) response to RFP 2022-024 State Lobbyist Services. The only submittal from GrayRobinson was deemed to be responsive and staff has reviewed the proposal and supporting documentation provided.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Tanya M. Earley, City Attorney
Purchasing Division

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2022
Account:	TBD
Amount:	TBD

OTHER INFORMATION:

Will be determined during the negotiation process.

Attachments

Bid Tabulation Memo
Bid Submittal
RFP 2022-024
Termination of SLC Interlocal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 03:08 PM
City Manager	Nick Mimms	08/31/2022 03:09 PM

Form Started By: Audria Moore-Wells
Started On: 08/31/2022 09:51 AM
Final Approval Date: 08/31/2022

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Audria Moore- Wells, Special Projects Coordinator**

FROM: **Latonya Hubbard, Purchasing Agent** L. Hubbard

SUBJECT: **RFP No. 2022-024~ State Lobbyist Services**

DATE: **August 31, 2022**

Attached is the tabulation sheet for the above referenced proposal. One electronic submission was received via Demandstar and will be email to you along with this memo. The file is available for review in the Purchasing Division.

The invitation was sent to 196 vendors. Two (2) vendors requested specifications with one (1) responding (50%) 0 "No Bid" (50% total response).

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposal (s) is responsive to RFP requirements. It is my recommendation that a committee of no more than three evaluators are selected with you acting as Team Leader. A representative from Purchasing, will serve as the Committee Liaison, and should be present for any meetings

Please respond to the Purchasing Division for recommendation of award **prior** to the Agenda Quick phase.

Expiration date is **October 31, 2022,** and Commission approval must be completed by this date.

/lh

Attachment: **Submission – Gray Robinson**

cc: Johnna Morris, Director of Finance
Nicholas Mimms, City Manager

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**STATE LOBBYIST SERVICES**
BID NUMBER:	**RFP 2022-024**
DATE:	8/30/22 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
1 of 2 = 0.50%
0 "No Bids"
Total = 0.50 %

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR
Gray Robinson, PA *Tallahassee, FL*

PLEASE NOTE:

COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

CITY OF FORT PIERCE

RFP No. 2022-024 State Lobbyist Services

August 30, 2022

PREPARED BY

GRAYROBINSON

Ryan Matthews
Shareholder
T: 850.577.5466
E: ryan.matthews@gray-robinson.com
301 South Bronough Street, Suite 600
Tallahassee, FL 32301

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**Denotes non-attorney professional*

C. LETTER OF TRANSMITTAL

This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work and make a positive commitment to lobby on behalf of the City of Fort Pierce. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

City of Fort Pierce
Audria Moore-Wells, Special Projects Coordinator
100 North U.S. Hwy. 1
Fort Pierce, FL 34954

August 30, 2022

Dear Ms. Moore-Wells and Members of the City of Fort Pierce Commission,

On behalf of GrayRobinson, we are pleased to offer this proposal to continue providing State Lobbyist Services for the City of Fort Pierce (the City). We present the enclosed qualifications including examples of our experience, accomplishments, and capabilities that prove we are exceptionally and uniquely qualified to continue providing the services requested by the City. As a result of providing local and state lobbying services to Florida's cities and counties for more than five decades, and our ongoing representation of St. Lucie County and the City of Fort Pierce, GrayRobinson has a thorough understanding of the Scope of Work as described in the RFP and commits to providing dedicated lobbying services on behalf of the City.

Our professional and political acumen extends beyond the state's capital. With 14 offices located across Florida, GrayRobinson professionals provide our clients with a local connection throughout the state. This means that in addition to our decades of experience working with state government, we also maintain ongoing, comprehensive knowledge of what is happening at the local level and are constituents to many members of the Legislature, including legislative leadership. Our experience in advocating for (and sometimes against) substantive legislation, pursuing worthy regulatory reforms, advocating within and successfully working the amendatory and appropriations processes, and our general understanding of legislative and executive branch lobbying makes GrayRobinson ideally suited to continue serving the City in this capacity.

The GrayRobinson Government Affairs and Lobbying Group includes a former member of U.S. Congress, three former Speakers of the Florida House of Representatives, a former State Senator, a former Florida House and Senate General Counsel, a former Florida Governor Chief of Staff, a former counsel to the Speaker of the Florida House, a former Secretary of the Florida Department of Environmental Protection, multiple local government finance and policy experts, and former political consultants. We have earned a reputation for providing exceptional advocacy through a proactive and organized team approach. We take pride in selecting the team best suited to meet our clients' needs, entrenching ourselves in the issues, and creating a proactive plan tailored to their objectives. We are in constant contact with our clients to discuss the ever-changing political environment and advise whether we stay on course or alter our path to success.

The individuals proposed to continue serving the City and who are authorized to make representations for GrayRobinson include:

RYAN E. MATTHEWS - TEAM LEAD
Shareholder
301 South Bronough St., 600
Tallahassee, Florida 32301
850.577.5466

ANGELA M. DRZEWIECKI
Government Affairs Advisor
301 South Bronough St., 600
Tallahassee, Florida 32301
850.577.5499

KIM MCDOUGAL, PH.D.
Senior Government Affairs Advisor
301 South Bronough St., 600
Tallahassee, Florida 32301
850.577.5461

ROBERT F. STUART JR.
Senior Government Affairs Advisor
301 East Pine St., Suite 1400
Orlando, Florida 32801
407.244.5606

Our team of professionals provides a combination of in-depth knowledge of municipal representation and regular access to legislative leaders. We hope you will recognize the exceptional assets of GrayRobinson's professionals and favorably consider our team. Thank you for the opportunity to submit this proposal. We would consider it an honor and a privilege to continue our representation of the City of Fort Pierce.

Sincerely,

Ryan E. Matthews
Shareholder
GrayRobinson

** Please see Appendix A for the GrayRobinson Memorandum of Authority providing authorization to negotiate for the proposer.*

D. EXPERIENCE, QUALIFICATIONS AND REFERENCES

Each respondent shall provide a detailed statement of their experience, qualifications, and background for providing state lobbying services in the specific subject areas the proposal is to be ranked, specifically identifying lobbying experience with government entities, including a description of their proven success in obtaining appropriations, bill drafting and gaining support for proposed legislation, and protecting and/or advocating clients' positions on proposed legislation.

GrayRobinson professionals have been providing federal, state, and local lobbying and government affairs services for over 51 years. As detailed throughout our proposal, the GrayRobinson team has extensive experience representing local governments before the legislative and executive branches of Florida's government. Throughout the last several decades, GrayRobinson professionals have served as counsel to the State of Florida, the Florida House of Representatives, governors, legislators, cities, and counties. Due in large part to our excellent relationships with elected and appointed officials at the local and state levels, we have successfully represented public sector clients before Florida governmental entities on everything from legislative appropriations and procurement to environmental projects, economic development, and access to grant funding. GrayRobinson professionals are highly involved in Florida's government and political processes and we understand how state and local government truly work.

With registered state and federal lobbyists, GrayRobinson professionals are members of countless organizations and recipients of multiple awards and accolades in addition to our recognition as the "Legal-Lobbying Firm of the Year" by *INFLUENCE Magazine* in 2019 and 2021, and our recurring position on the *Florida Politics* list of the top-earning lobbying firms in the state. Some of this recognition includes

- AV Preeminent® ratings, Martindale-Hubbell
- Government Relations Practice, *Best Lawyers in America*
- Lawyer of the Year, Government Relations Practice, *Best Lawyers in America*
- Ones to Watch, *Best Lawyers in America*
- Most Influential Businessperson, *Business Journal*
- Home Rule Hero Award, Florida League of Cities
- 30 Under 30 Rising Star, *Florida Politics*
- Florida Politician of the Decade, *Florida Politics*
- Legal Elite, Government and Administrative Law, *Florida Trend*
- Florida's 500: Florida's Most Influential Business Leaders, *Florida Trend*
- Lobbying Industry's Rising Star, *INFLUENCE Magazine*
- Top Lobbyist, *The Hill*
- DC's Top Hired Guns, *The Hill*

The GrayRobinson team included herein is pursuing the City's continued business because serving Florida's government entities is at the very core of our culture. Beginning with our founding partner, J. Charles "Charlie" Gray, who served as Orlando City Solicitor in the 1960s and later as Orange County Attorney in the 1970s, the core understanding shared throughout the firm is the vital importance of serving local government. In Charlie's own words, "if you grow your community, you will grow your firm." Our current roster of lobbying clients includes more than 60 Florida counties, cities, and special districts, as well as the Florida League of Cities and the Florida Association of Counties.

For more than five decades, GrayRobinson professionals have been devoted to federal, state, and local advocacy on behalf of Florida's local governments, and we strongly believe in utilizing the legislative and appropriations process for the direct benefit of local communities and citizens. We are passionate about the growth and betterment of our state and that includes supporting the fortitude of the communities where we live and work.

Approach and Methodology

To provide representation for the City, GrayRobinson will engage in a team-oriented, tailored approach to meet the City's specific needs. While there are traditional government affairs strategies we will employ, we know in the world of politics things are always changing and we are ready to adapt to that change and overcome it at any moment. We start by identifying the end goal, analyzing the big picture, and then mapping out the best-laid plan for our client and our team to collectively obtain the desired outcomes. For the City, we foresee that plan to resemble the following:

In order to advocate for or against any position, whether it be something new, a reform, etc., we must first have a deep understanding of the issue, know all the players involved, and hear what has worked and what hasn't worked for that particular entity or initiative in the past. Therefore, we will first sit down with the City and ensure our past representation has armed us with a keen understanding of your legislative priorities and funding requests, discuss any opposition or obstacles, and collectively begin to develop a plan for the 2023 Legislative Session.

From there, we will be in constant communication with the City Manager and staff designee(s). This includes conference calls, virtual meetings, and attendance at appropriate meetings. In order to be a voice for the City, we must remain in frequent communication to stay up-to-speed on current events as they pertain to the agenda. The more information we exchange, the better communicators we will be on your behalf.

Overall, it will be our primary focus to keep the identified issues of importance to the City at the forefront of the upcoming legislative session by working together with the members of the City's legislative delegation, House and Senate leadership, including the House Speaker and Senate President leadership teams, and the chairs of key House and Senate Committees. Concurrently, the team will work with Florida's Governor and key staff to ensure their understanding and support of the City's legislative agenda, as well as educate the members of the Legislature and relevant agencies on the City's priorities.

In terms of navigating your way to success in the legislative arena, it is important to have a team with the historical and working knowledge and experience essential to preparing legislation, both general bills and amendments, identifying funding sources, and successfully shepherding specific appropriations through the House, Senate, and Governor's Office. At GrayRobinson, not only are we equipped with the professionals to do just that, but also we are skilled in defeating unfriendly legislation, attempts to reduce or eliminate appropriations line items and proviso language, and any other actions that may be detrimental to the City.

Below, please find the specific services and approach we have preliminarily identified for our team to provide if given the opportunity to continue our representation of the City:

IDENTIFYING ISSUES AND ADVOCATES

Once the legislative priorities and funding requests are approved by the City for the 2023 Legislative Session, the team will work to identify and secure the support of legislators best positioned, based on subject matter area and expertise, to help advocate for or champion each specific legislative priority or funding request. We will also engage with other key legislators who may be helpful in achieving your goals, as well as those who may oppose your legislative priorities.

We will also identify third parties, such as the Florida League of Cities, who may support a portion of the City's agenda and collaborate with them on an as-needed basis. GrayRobinson team members are registered lobbyists for the League and we regularly work in conjunction with them in support or opposition of legislation and agency

rules or regulations, and we look forward to collaborating with them on behalf of the City. We will have the ability to update the City Manager and staff designee(s) regularly on any issues pursued by the League or other groups that may affect the City.

The team will also diligently monitor and work to identify any new policy or budgetary issues introduced, which may be of potential interest to the City.

TRACKING AND ANALYZING STATE LEGISLATION

The GrayRobinson team will continuously monitor all filed legislation and key executive initiatives that may impact the City. We will generate reports during committee weeks and session that will include targeted, up-to-date information and provide them to the City Manager and staff designee(s) on a regular basis. Additionally, we have strong relationships with staff and various members of Florida's state agencies, and we will continue to utilize these relationships to assist in monitoring and reporting all activity relevant to the City.

PERFORMANCE BENCHMARKS AND PLANS

Before and during the legislative session, GrayRobinson will provide legislative drafting, strategy development, one-on-one lobbying, committee presentations, and other services to meet the City's needs. This also includes effectively coordinating with grassroots organizations and like-minded coalitions and utilizing technology to ensure our advocacy message is resonating among key stakeholders. The team maintains excellent relationships with legislators and staff that will advocate on behalf of the City on policy issues, as well as established relationships with leadership in the Senate and the House now and in the future. Throughout the effort, the team will proactively measure the position of each initiative and consult the City Manager and staff designee(s) on any plans that need to take a different course of action to obtain the overall goal and objective. Once the 60-day session has concluded, your GrayRobinson team will work with the City Manager and staff designee(s) to assess enrolled legislation that will be transmitted to the Governor and determine if any bills require further advocacy efforts at the executive level, or if a veto effort may be necessary. We will also help guide the City Manager and staff designee(s) through implementation, as needed, and stand ready to assist with any necessary engagement with executive agencies throughout the year.

The GrayRobinson team will use the following project schedule and tools to monitor critical issues, communicate with the City, and implement a strategy to aggressively advocate for all issues, projects, and requests.

OBJECTIVES	DESCRIPTION OF WORK/ACTION ITEMS	TIMING
Legislative Workshop	A comprehensive assessment of the needs and assets of the City, including priority initiatives; political allies; policy goals; state legislative and regulatory concerns; state funded initiatives; and recent accomplishments.	First 30 days of engagement
Legislative Agenda	Utilizing the outcome of the legislative workshop, we will develop a proposed comprehensive Legislative Agenda for review and approval to engage the legislative and executive branch audiences.	First 30 days of engagement

OBJECTIVES	DESCRIPTION OF WORK/ACTION ITEMS	TIMING
Establish potential champions and supporters for each identified issue and facilitate meetings; ensure appropriate follow-up from meetings.	We will create a comprehensive database of legislators who have signed on to key proposals, belong to critical committees, and have co-signed letters of support on priority issues for the City. The team will use this database to reach out to potential champions, maintain relationships with existing champions, and identify new opportunities for legislative outreach.	Ongoing
Advise and assist in the implementation of activities (such as briefings/hearings, creation of materials) to educate legislators and their staffs about these issues.	Work with committees, legislative and executive branch senior staff, and personal office contacts. We will remain in regular communication with the Fort Pierce legislative delegation on all of the City's priorities and work collaboratively with their offices to promote the City's interests on a unified front.	Ongoing
Provide strategic guidance regarding events and other opportunities for raising awareness of and support for City advocacy objectives.	Work with committees, legislative and executive branch senior staff, and personal office contacts to identify opportunities to elevate the City and its administration as thought-leaders on critical issues and objectives.	Ongoing
FOR EACH IDENTIFIED ISSUE, ASSIST IN DEVELOPING OUTREACH/LOBBYING STRATEGIES AROUND KEY LEGISLATION INCLUDING:		
Communicate directly with the City Manager (or designee) to establish potential sponsors, co-sponsors, and supporters for the legislation and facilitate meetings; ensure appropriate follow-up from meetings.	Once assessments are complete, utilize research tools to accomplish this objective.	Ongoing
Draft, review, revise, and/or provide guidance on new potential legislation as directed.	Providing factsheets, leave behinds, and other materials for staffers is critical in the educational process.	Ongoing
Report on status of relevant legislation as it moves through the legislative process and provide strategic guidance on course of action.	Tracking and assessment is a regular and important element of the work product provided to our government affairs clients.	Weekly during session
Support the City in organizing and scheduling Capitol Days one to two times per year.	Capitol Days, when done well, can be extremely effective. Identifying members of the Legislature relevant to the City and its policy objectives will be critical in being effective during any Capitol Day event. We are engaged in every step of the process from preparing the agenda, to talking to your team about what to expect, to follow-up with members.	When needed/ scheduled

OBJECTIVES	DESCRIPTION OF WORK/ACTION ITEMS	TIMING
Create or deepen high-level relationships with key offices, particularly committee leadership.	Identify, introduce, and set up meetings for City leadership with relevant legislators.	When needed/ scheduled
Identify and track relevant policy developments and provide ongoing support for City advocacy and public policy efforts by providing information proactively and as requested.	Alert the City to trends, events, and legislative movements, including relevant draft legislation before it drops.	Ongoing
FOR EACH IDENTIFIED ISSUE, ASSIST IN DEVELOPING OUTREACH/LOBBYING STRATEGIES AROUND APPROPRIATIONS REPORT LANGUAGE, GRANTS, AND BUDGET ASKS INCLUDING:		
Assist in the development of appropriations "asks" and justifications for each of the relevant agencies and budget lines.	Complete assessment and internal review of priorities must be completed.	October 2022
As directed, assist the City in the submission of grant applications, appropriations requests, justifications, and proposed report language to relevant House and Senate members.	Compile comprehensive list of members of the Legislature to utilize, with appropriate forms for submission, back-up information, and deadlines.	October 2022
Identify relevant appropriations staff, schedule meetings, and accompany City staff; ensure appropriate follow-up from meetings.	Once requests are submitted, follow-up with comprehensive list of members on requests submitted to committees PRIOR to member deadlines. Importantly, we will establish a strong report for the City with key appropriations legislators.	November-December 2022
Track the appropriations process, including anticipated timelines and times for input.	Complete review and tracking are critical to success.	Ongoing
Report on status of appropriations, bills, grant administration, and report language as it moves through the legislative process and provide strategic guidance on course of action.	Comprehensive tracking and immediately convey to the City any facts and details uncovered through regular conversations with colleagues and legislators. Regular reports provided and "alerts" developed when necessary based on intelligence collected.	Ongoing
ADDITIONAL ACTION ITEMS		
For each identified issue, provide strategic guidance and assistance in engaging and influencing legislative and executive branch representatives.		Ongoing
Support the City advocacy and public policy efforts by providing relevant analysis.		Ongoing
Draft letters, testimony, fact sheets, backgrounders, and other materials.		Ongoing
Participate in internal meetings or meetings with external associations and organizations for coordination purposes.		Ongoing

ADDITIONAL REPORTING/COMMUNICATION TOOLS	
Communicate and provide a monthly progress report to the City Manager (or designee) summarizing legislative activities on behalf of the City.	As requested
Alert the City at the earliest time of pending appropriations or actions that will impact the City.	Ongoing
Monitor legislation and forward pertinent information to the City Manager (or designee) for distribution to appropriate staff.	As needed
Provide the City Manager (or designee) with an update on issues of importance to the City including calendars of hearings and meetings discussing City issues.	Weekly during session
Provide a detailed summary report within 60 days of the close of session.	Annually at close of session

Government Entity Lobbying Experience

The following is a list of government entities and related clients of interest for which a member of the GrayRobinson Government Affairs and Lobbying Group is a registered state lobbyist.

- Beacon College
- Canaveral Port Authority
- CareerSource Pinellas
- Central Florida Regional Workforce Development Board
- City of Belle Isle
- City of Clermont
- City of Fort Myers
- City of Fort Pierce
- City of Gainesville
- City of Greenacres
- City of Groveland
- City of Hollywood
- City of Key West
- City of Kissimmee
- City of Maitland
- City of Mount Dora
- City of Newberry
- City of Orlando
- City of Oviedo
- City of Port St. Lucie
- City of St. Cloud
- City of Tallahassee
- City of Tampa
- City of West Palm Beach
- City of Winter Park
- Clay County Utility Authority
- College of Central Florida Foundation
- College of Florida Keys Foundation
- Escambia County
- Florida Association of Counties
- Florida League of Cities
- Florida School Boards Association
- Florida Sheriffs Association
- Gulf County
- Hendry County Board of County Commissioners
- Hendry County Economic Development Council
- Hillsborough County Aviation Authority
- Hillsborough County Public Schools
- Islamorada Village of Islands
- JEA
- Lake County
- Lake County School Board
- Lee Memorial Health System
- Marion County Board of County Commissioners
- MetroPlan Orlando
- Miami Downtown Development Authority
- Miami-Dade County
- Monroe County Board of County Commissioners
- Orange County Board of County Commissioners
- Orange County Clerk of Courts
- Orange County Government
- Orange County Library District
- Orange County Sheriff
- Orlando Utilities Commission
- Santa Fe College Foundation
- Sarasota Memorial Health Care System
- School Board of Broward County
- School Board of Levy County
- School Board of Volusia County
- School District of St. Lucie County
- South Broward Hospital District d/b/a Memorial Healthcare System
- St. Lucie County
- The School Board of Lee County
- ToHo Water Authority
- University of Central Florida Foundation
- Village of Indiantown
- Washington County Board of County Commissioners
- West Orange Healthcare District

The following pages include examples of our success on behalf of local government entities in obtaining appropriations, bill drafting, gaining support for proposed legislation, and protecting and/or advocating clients' positions on proposed legislation within the categories outlined in the City's 2021 Legislative Agenda included in

the RFP packet. This is only a snapshot of the lobbying and appropriations successes we have obtained on behalf of local government entity clients and we are happy to provide additional examples to the City upon request.

APPROPRIATIONS

The GrayRobinson Government Affairs and Lobbying Group participates in every aspect and subgrouping of the state budget, including Agriculture and Natural Resources, General Government, Health Care, PreK-12, Higher Education, and Transportation and Economic Development. As you will find throughout the following examples, the team regularly has considerable success in the budgetary process. We work to fund numerous types of projects for our clients, including infrastructure projects, utilities, resilience projects, educational research, corrections reform, tourism, transportation, and economic development projects, to name a few. In the 2022 Legislative Session, the team successfully lobbied for more than $1.4 billion in total appropriations, including 68 individual projects.

GRANTS

As part of our daily engagement, and with our contacts in the administration, we monitor and track state and federal funding opportunities for our local government clients. We assist our local government clients with researching grant funding opportunities and help them assess whether or not they are eligible to apply for a particular grant. Our assessment helps our clients determine the viability of any proposal they consider submitting. We are well-equipped to identify agencies or other local government entities competing for specific grants or appropriations and stand ready to assist in aligning support for our clients' projects. Our relationships are far-reaching, enabling us to work well with other lobbyists whose clients share a common goal. We are experienced in securing timely approval of grant applications and reviewing documents related to these funding request applications. The following table includes examples of the successful receipt of grants and alternative funding sources we have secured in partnership with our clients throughout the last two years:

YEAR	ENTITY	GRANT AMOUNT	DESCRIPTION
2022	City of Hollywood	$16 million+	Helped secure Resilient Florida Grant funding from the Florida Department of Environmental Protection.
2022	City of West Palm Beach	$750,000	Helped secure Resilient Florida Grant funding from the Florida Department of Environmental Protection.
2022	Islamorada Village of Islands	$19.4 million	Helped secure Resilient Florida Grant funding from the Florida Department of Environmental Protection.
2022	Miami-Dade County	$77.9 million+	Helped secure Resilient Florida Grant funding from the Florida Department of Environmental Protection. The team played a supportive role to County staff as needed and interfaced with the Executive Office of the Governor as it related to Resilient Florida Grant funding versus the current ineligibility for Water Quality Grant funding.

YEAR	ENTITY	GRANT AMOUNT	DESCRIPTION
2022	Monroe County	$3 million	Helped secure Resilient Florida Grant funding from the Florida Department of Environmental Protection.
2022	St. Lucie County	$1.3 million	Helped secure Florida Boating Improvement Program grant funding, which falls under the Boating and Waterways Section of the Florida Fish and Wildlife Conservation Commission, to renovate and expand the County's North Causeway Island Park, representing the largest grant using state funds ever awarded by the agency. Renovations include upgrades to the boat ramp and parking area, safer and ADA-accessible boat launch, newer restroom facilities, pavilions, picnic tables, a kayak/canoe launch area, lighting, and upgraded stormwater/utilities.
2021	City of Hollywood	$400,000	Helped secure $400,000 for City of Hollywood through the Rebuild Florida General Planning Support Program to develop a risk assessment of areas prone to flooding, including vulnerability to natural hazards.
2021	City of Port St. Lucie	$3.5 million	Helped secure Florida Job Growth Grant Fund funding for infrastructure improvements at the Tradition Commerce Park. Notably, this was the first Job Growth Grant Fund award of 2021, and first since the pandemic began.
2021	Clay County Utility Authority Hendry County Board of County Commissioners Orange County St. Lucie County	$49 million+	Through work with various agencies and the Governor's Office, helped secure grant funding from the Florida Department of Environmental Protection for multiple projects and multiple clients as part of Wastewater Grant Program. Grants included: ▪ $36.88 million: Orange County Wekiwa Springs Septic to Sewer Project ▪ $5.75 million: St. Lucie County North Hutchinson Island Septic-to-Sewer Project ▪ $1.83 million: Hendry County Board of County Commissioners Clewiston to Airglades Forcemain Infrastructure Project ▪ $636,000: Clay County Utility Authority Doctors Lake Septic to Sewer Project, Phase 2

YEAR	ENTITY	GRANT AMOUNT	DESCRIPTION
2021	Escambia County	$6.6 million	Helped secure Hazard Mitigation Grant Program funds from the Federal Emergency Management Agency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The grant will provide the Delano Street Study Area with funding needed to construct four new dry retention stormwater ponds and expand to formalize a wet retention facility.
2021	Escambia County City of Belle Isle Gulf County	$10 million+	Helped secure more than $10 million through the Resilient Florida Grant Program to enhance efforts to protect communities from storm damage and prepare for the impacts of sea level rise and flooding.
2021	Florida Library Association and Miami-Dade County	$2 million	Helped secure a $2 million increase to the annual State Aid to Public Libraries Grant Program.
2021	Gulf County	$1 million	Helped secure mitigation funds awarded by Gov. Ron DeSantis and the Florida Department of Economic Opportunity as a part of the Rebuild Florida Hazard Mitigation Grant Match Program. The funds will be used to protect a critical transportation route from flooding by ensuring a safe evacuation route.
2021	Gulf County	$111 million	Successfully worked with like-minded municipalities to help secure more than $111 million through the Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program for communities impacted by Hurricane Michael. In addition, successfully lobbied to waive the original requirement that benefitting counties must match the dollars provided by the Department.
2021	Hendry County Board of County Commissioners	$1.6 million	Helped secure Department of Economic Opportunity Rebuild Florida Infrastructure Repair Program funding to improve conveyance and pumping capacity to move stormwater to a larger detention area.
2021	Washington County	$283,000	Helped secure Florida Department of Economic Opportunity's Rebuild Florida Hazard Mitigation Grant Match Program funding to help the County fund their match portion of the FEMA Hazard Mitigation Grant Program grant awarded to support recovery efforts in communities impacted by Hurricane Michael.

ECONOMIC DEVELOPMENT

Rural Community Support - We regularly work to fund economic development projects on behalf of our clients, including helping to secure Enterprise Florida Rural Expansion Toolkit funding and helping to secure a Rural Infrastructure Grants Program with a $5 million supplemental appropriation to assist rural communities with economic development and infrastructure projects.

Visit Florida Support - Through our representation of the Central Florida Hotel and Lodging Association, we have had a tremendous impact on the maintenance of funding and authorizations for Visit Florida. Through this advocacy, we have helped preserve and grow Florida's tourism industry and, ultimately, the state's economy. The team's work in this area includes helping to obtain reauthorization of Visit Florida including more than $100 million in funding for Visit Florida operations and marketing, successfully lobbying to help defeat a Senate proposal that would have barred Visit Florida from promoting communities that have banned certain sunscreens, and helping to defeat legislation detrimental to the tourism industry that would have significantly altered the structure and processes of Florida's Tourist Development Councils and Direct Marketing Organizations.

BUDGET & TAXATION

Supporting Fort Pierce Citizens - In the 2022 Legislative Session we helped secure passage of legislation increasing the property tax exemption for widows, widowers, blind persons, and persons totally and permanently disabled from $500 to $5,000. We also helped secure passage of legislation establishing a sales tax holiday for diapers and associated products.

Tool Time - Worked in partnership with clients and House Ways and Means Committee Chair Bobby Payne to successfully secure the inclusion of the "Tool Time" Skilled Workforce Sales Tax Holiday as a short-term broad-based sales tax holiday. The seven-day sales tax holiday from September 3-9, 2022, will save Florida's skilled workers an estimated $9.6 million in sales tax on work tools, protective gear, and equipment.

Claim Bills - For over two decades, we have successfully defended local governments against claim bills filed against them. In addition, for several consecutive years, we have successfully helped defeat proposed legislation that would revamp the legislative claim bill process and increase financial exposure to our clients. We have also successfully amended legislation pertaining to attorneys' fees and costs for lawsuits against local governments, so the legislation was prospective rather than retroactive, and the one-way awarding of attorneys' fees instead goes to the prevailing party.

A Voice For Local Government - In recent years, the Legislature has considered many pieces of legislation preempting local government powers and infringing upon your constitutional home rule powers and responsibilities. These bills range from preemption over tree removal ordinances to land use and zoning, procurement issues, and everything in between. For this reason, and expecting similar legislation will be filed in years to come, it is critically important for local governments to work together to combat policy changes undermining your ability to serve Fort Pierce residents in the way that you, as an elected, deliberate, and responsive body, determine is best. To this end, and as evidenced throughout this response, the GrayRobinson team represents many local governments and the Florida League of Cities and Florida Association of Counties, enhancing our already unique and comprehensive understanding of the County's specific issues and challenges.

In 2018, on behalf of several local government entities, we successfully lobbied the Constitutional Revision Commission (CRC) to defeat Proposal 95, preemption on the local regulation of commerce, trade, and labor. In addition, we have successfully worked with stakeholders to defeat vacation rental preemption legislation for the

City of Hollywood each year since 2018, successfully lobbied to defeat legislation preempting public safety communications systems stemming from a local issue between Broward County and the City of Hollywood, and successfully lobbied the Governor's Office to help secure a veto of House Bill 771 - Environmental Regulation, which among other provisions, would have preempted a local government's authority to prohibit the use of single-use plastic straws.

In addition, we:

- Successfully helped lobby for legislation allowing local governments to post public notices to publicly accessible websites in lieu of paid placement in print newspapers. The legislation will result in millions of dollars in savings for our clients.
- Successfully helped prevent the closure of up to four Florida Department of Corrections prisons, one of which was Gulf County's largest employer.
- Helped secure an amendment changing the effective date for new legislation regarding voted operating discretionary millage resulting in nearly $70 million in cost avoidances on behalf of Broward County Public Schools.
- Helped successfully amend property development legislation to ensure proposed impact fee credits apply proactively instead of retroactively, helping avoid confusion and potentially significant financial exposure to Orange County.
- Helped defeat two separate House proposals that would have had a significant impact on the ability of cities and counties to efficiently manage general and special fund reserves, appropriately use debt service as a financing mechanism for infrastructure, and maximize the use of existing local revenue options.

Tax Issues - We have successfully advocated on behalf of our local government clients to preserve the ability to charge a local business tax and to maintain the current communications services tax rate within the 2019 tax package. We also successfully helped defeat an effort to require each taxing authority providing 20 percent or more of the total budget of a Community Redevelopment Agency (CRA) located in Alachua County, to have at least one member of their governing board also serve as a member of the CRA's governing board. The bill further provided that the number of seats the taxing authority has on the governing board of the CRA must be in proportion to the percentage of Tax Increment Financing they provide.

Electric Utility Fees - Our team has successfully worked to defeat attempts by the internet industry to limit the amount of pole attachment fees that municipal governments owning an electric utility could charge providers. In addition to the fee limitation, House Bill 1239 (2021) would have placed our applicable clients under FCC regulatory jurisdiction in the arbitration of pole attachment agreements, a standard these clients and other municipal electric utilities are exempt from today.

Ethics - On behalf of The Villages, the team helped pass legislation to ensure certain acts or omissions by board members or employees of special districts or community development districts are not considered an abuse of public position under Article II, section 8(h)(2) of the Florida Constitution, if such acts or omissions are authorized under specific provisions of the Florida Code of Ethics. The clarification was necessary following the passage of Amendment 12 to the State Constitution in 2018, which created uncertainty with regard to the exemption contained in current law at that time.

ENVIRONMENTAL & NATURAL RESOURCES

Florida Keys Stewardship Act and Florida Forever Funding - As an advocate for multiple entities in Monroe County, the team participated in the original passage of the Florida Keys Stewardship Act. The legislation expanded the use of dedicated Everglades bonding authority to include broad water quality initiatives and created a dedicated funding source from Florida Forever to preserve conservation lands. Throughout the last five years, we have helped secure more than $50 million in Florida Keys Stewardship funding and Florida Forever funding for Areas of Critical State Concern on behalf of the City of Key West and the Village of Islamorada.

Environmental Project Funding - In 2022, we helped secure $96,000 for the Purity Springs Restoration Project for the City of Tampa, $495,000 for the Pensacola and Perdido Bays Estuary Program for Escambia County, and more than $127 million in 2021 and 2022 in Resilient Florida Grant funding from the Florida Department of Environmental Protection for various local government clients. In addition, through work with various agencies and the Governor's Office, we helped secure grant funding of more than $49 million for multiple projects and multiple clients as part of Wastewater and Springs Project grant awards.

Flood Mitigation And Diversion - The team has been successful in securing funding for the Hilltop Drainage Improvements for Flood Mitigation Project for the City of Mount Dora, the Nicolet Pond Stormwater Treatment Project for the City of Winter Park, the Tampa Hyde Park Groundwater Diversion Project for the City of Tampa, the Flood Mitigation Tidal Valve Project for the City of West Palm Beach, a regional stormwater pond alleviating flooding issues within the City and reducing the Total Maximum Daily Load into Lake Jessup for the City of Oviedo, and the Florida Boulevard Stormwater Culvert Improvements Project for the City of Neptune Beach.

Wastewater Treatment - The team has been successful in securing funding for the Newberry Regional Advanced Wastewater Treatment Facility Upgrade Project for the City of Newberry, the Tampa Water Quality Treatment Pilot for PURE Project for the City of Tampa, the Port LaBelle Utility System's Wastewater Collection System for Hendry County, the Mid-Clay Potable Reclaimed Water Pilot Project for the Clay County Utility Authority, the Drinking Water System Improvements Project and Quantity Demand Expansion Project and the Mascotte-Groveland Regional Wastewater Treatment Facility Upgrade and Expansion Project for the City of Groveland, the Force Main Wastewater Infrastructure Project on US-27/SR-80 for Hendry County, and the joint Fort Myers/Cape Coral Reclaimed Water Project for the City of Fort Myers.

Septic-To-Sewer - The team has been successful in securing funding for septic-to-sewer projects for local government clients including the At-Risk Neighborhood Infrastructure Improvements/Citywide Septic Tank Abandonment Program on behalf of the City of Fort Myers, the Wekiwa Springs Septic-to-Sewer Retrofit Project Phase II for Orange County, and the Lower-Income Neighborhood Septic-to-Sewer Water Quality Improvements Program for the City of Gainesville.

TRANSPORTATION & INFRASTRUCTURE

Transportation and Transit for Floridians - From the road extension project serving as a catalyst to the continued development of the City of Port St. Lucie's Tradition Center for Commerce, the City of Tampa's signalization and expressway improvement projects, and the widening of County Road 437 in Lake County, our team has helped secure hundreds of millions of dollars to improve the travel and transit experience for Floridians around the state. We have successfully worked with the Florida Department of Transportation on projects such as lobbying for modification of the Department's standard traffic signal maintenance agreement to allow for local governments to include sponsorship advertisements in traffic signal cabinets and the allowance of city license plate readers to

be placed on rights-of-way for the City of Hollywood. We have worked with the Florida Department of Highway Safety and Motor Vehicles on renaming city streets and the resulting revisions of resident documents.

Transit Impact - As an indication of our long-term dedication to transit in Florida, GrayRobinson helped lead the coordination of the coalition of lobbyists and regional interests in a two-year legislative effort culminating in the approval of a complex and comprehensive package for the Central Florida Commuter Rail (SunRail). Additionally, on behalf of MetroPlan Orlando and several individual local governments along the I-4 corridor, the team advocated for creating a new matching grant program for the development of quiet zones. Our team was also integral in helping to pass the Charter County Transit Surtax amendment for LYNX to ensure that Orange County had the option to levy its transportation tax (by voter referendum) to provide a permanent funding source for public transportation.

Protecting the Interests of Florida's Airports and Seaports - As state lobbyists for Canaveral Port Authority and Hillsborough County Aviation Authority, GrayRobinson professionals are highly involved and influential in Florida's aviation and seaport sectors. In 2022, the GrayRobinson team helped defeat legislation that would have significantly impacted seaport revenues by creating a statutory framework that unfairly (and potentially unlawfully) favored one type of cargo offload at Florida deep water seaport docks over any other. This framework would have exempted companies operating in one specific sector from any fees to the potential detriment of all other sectors. While well-intentioned by its sponsors, the bill likely ran afoul of Federal Maritime Commission regulations and would have resulted in litigation and lost revenues. In 2022, we also partnered with Florida House and Senate leadership and policy staff to successfully draft and pass legislation expanding the entities eligible to apply directly to the Florida Department of Environmental Protection for Resiliency Grants. When the law was initially passed in 2021, Florida's special district seaports and airports were inadvertently excluded as eligible applicants for the program. Shortly after the law went into effect, we began drafting language, filtering proposed language with key staff, engaging legislative champions, and ensuring the revised language was incorporated into the first committee bill to modify and expand the program.

In addition, we successfully helped defeat legislation that would have immediately reduced and subsequently capped the user fees that Florida's airports and seaports can charge Transportation Network Companies for access to their curbsides for passenger pick-ups. We also helped defeat legislation requiring certain businesses, including government entities, to accept cash payments. The legislation, while well-intentioned, would have had a significant impact on technology-based and cashless/contactless parking solutions located at Florida's airport and seaport terminals.

In 2021, we successfully worked with the Executive Office of the Governor to propose, develop, and execute a plan for cruise ships to vaccinate crewmembers. The plan was implemented on April 30, 2021, following the Florida Department of Health's modification of vaccination guidance to include non-Floridians doing business in Florida.

Protecting Florida's Airport and Seaport Revenues - The team achieved a substantial victory on behalf of all 14 of Florida's deep-water seaports by helping to secure more than $250 million from a back-of-the-budget appropriation by the Legislature in the 2021 Legislative Session consisting of funding from the federal American Rescue Plan. The GrayRobinson team worked directly with the Governor's Office, House and Senate leadership, key members of the Brevard Delegation, and appropriations staff to draft, re-draft, and ultimately finalize the appropriate proviso language, ensuring the funds could be used for operational or capital needs. All 14 deep-water seaports received monetary awards.

We also successfully lobbied to help pass House Bill 223 - Marine Evacuations, prohibiting vessels under a specified weight from remaining in marinas deemed unsuitable for refuge after the issuance of a hurricane watch. The bill requires the marina owner to remove specified vessels and charge the vessel owner a reasonable fee while also removing liability for damages resulting from removal. Also, in 2021, we successfully worked with stakeholders to amend and improve a bill related to public works and procurement, ensuring Tampa Airport Authority's practice of utilizing a bonus structure to reward firms and companies employing Tampa residents could remain in effect and not be limited by the legislation.

Micro-Mobility and Autonomous Vehicles - On behalf of Uber Technologies, the team helped pass a micro-mobility device bill that ultimately set the regulatory framework for micro-mobility devices moving forward. In addition, we worked with Uber Technologies to successfully help pass a bill modernizing statutes to account for autonomous vehicles in Florida.

Small Cell Attachments – On behalf of several local government clients, the team aggressively advocated against legislation preempting a local governments' ability to prevent and regulate small cell attachments on public property. The team helped defeat the legislation the first year it was filed, and obtained a multitude of exemptions and concessions in the final version, which was passed as current law.

HEALTH & HUMAN SERVICES

Affordable Housing - On behalf of Casa Valentina, the team successfully helped secure nearly $200,000 in state funding for improvements to their affordable housing facility dedicated to aged-out foster care youth. The team also successfully helped secure an exemption for the Florida Keys Area of Critical State Concern from legislation that would have preempted the affordable housing efforts in the Florida Keys and significantly handicapped their planning, zoning, and building departments.

Local Government Healthcare Resources - On behalf of local governments, we have helped secure funding for the Alachua Central Receiving Facility Project and the Community Resource Paramedic Program Project for the City of Gainesville, the Monroe County Baker Act Receiving Facility for Monroe County, and the State Central Receiving Centers on behalf of Orange County. In 2020, we worked directly with top leadership in Florida's Agency for Health Care Administration to significantly expedite a Medicaid Clinical Laboratory Improvement Amendment (CLIA) application to bring to fruition a first-of-its-kind-in-Florida COVID-19 rapid testing program for Lake County School District teachers and students. We also helped secure $4.9 million for Orange County's Program for All-Inclusive Care of the Elderly (PACE).

Veteran's Treatment Courts - On behalf of Lake County, we helped secure $7 million in recurring funding for "problem solving courts" including Veteran's Treatment Courts in all Florida counties. In addition, we helped prevent the veto of $400,000 in state funding for the Miami Military Museum and Memorial.

Housing for Youth and Veterans - Working in partnership with our client Miami Bridge Youth and Family Services, we help secure annual funding for the Host Homes for Homeless Youth Pilot Program in Miami-Dade County. On behalf of our client, Transition House, the team has helped secure more than a million dollars for Homeless Veterans Programs throughout the state. The programs provide housing, substance abuse, mental health, and vocational/education services to homeless veterans from across Florida and aim to stabilize them into a permanent home and occupation.

Human Services - Through our representation of various non-profit organizations, the team has helped our clients support human services initiatives throughout Florida. On behalf of MACtown, the team has helped secure funding

in consecutive legislative sessions for additional life skills training services for the developmentally disabled community. Throughout our representation of Devereux, Inc., the GrayRobinson team has helped secure millions of dollars in appropriations for a program supporting the safety and well-being of sexually exploited children, adolescents, and adults, and we helped secure $200,000 for the Florida Statewide Opioid Taskforce project on behalf of our client, Change Everything d/b/a Project Opioid.

On behalf of our client, ChildNet, we helped prevent a massive funding cut to Community-Based Care (CBC) service agencies servicing Broward and Miami-Dade Counties, including a $6 million funding cut to ChildNet. Instead, the Legislature fully funded all CBCs and provided an additional $150 million for the child welfare system. In addition, we successfully helped lobby for legislation to protect the names and addresses of foster care parents in Florida from broad public records requests. Working with the Florida Department of Child and Family Services, we helped define parameters for a public records exemption to protect foster parents from broad, intrusive inquiries. Ultimately, an exemption passed for foster parents and organizations engaged in supporting vulnerable populations within the foster care community.

For ten consecutive years, and despite across-the-board cuts to recurring base budget projects, we successfully helped protect an annual recurring appropriation of $1 million through the Florida Department of Health to provide continued free vision screenings, eye exams, and eyeglasses to underprivileged youth throughout the state.

E. ORGANIZATION PROFILE

This section of the proposal must describe the Proposer, including the size, range of activities, etc. Each Proposer must be authorized to do business in the State of Florida and, if a corporation must be incorporated under the laws of one of the States of the United States, proof of same must be provided.

GrayRobinson is a full-service government consulting and law firm with nearly 300 professionals positioned throughout 15 offices in Florida and Washington, D.C. We offer local, state, and federal lobbying services and our attorneys practice in more than 70 areas of law. We are at the forefront of emerging legislative, regulatory, legal, and market trends and we work closely with clients to help them identify opportunities, overcome challenges, and accomplish their objectives.

Our mission is to apply our lobbying, regulatory, and legal backgrounds and skills in ways that help our clients define and achieve their goals while supporting our communities as a matter of mission as well as passion. We do this while honoring and continuing an established tradition of serving our clients and communities through cultivating relationships based upon respect, loyalty, and integrity.

GrayRobinson services clients throughout the State of Florida, our nation's capital, across the country, and all over the world from our offices in Boca Raton, Fort Lauderdale, Fort Myers, Gainesville, Jacksonville, Key West, Lakeland, Melbourne, Miami, Naples, Orlando, Tallahassee, Tampa, Washington, D.C., and West Palm Beach.

The firm was founded in Orlando in 1970. GrayRobinson is a C-Corporation with all shareholders owning equal shares yielding less than 1% per shareholder. Dean Cannon is the president and CEO of GrayRobinson. Byrd F. "Biff" Marshall, Jr. serves as board chair, and J. Charles "Charlie" Gray serves as chair emeritus and founding director.

Please see Appendix B for GrayRobinson's evidence of incorporation.

The proposal must identify the primary individuals responsible for supervising the work. The Proposer shall provide the City with the resumes of the primary individuals.

GrayRobinson utilizes a team approach designed to maximize communication and responsiveness to the City's needs. If selected, Ryan Matthews will continue serving as the City's primary team lead and day-to-day contact. Along with Ryan, we have identified the team of Angela Drzewiecki, Kim McDougal, Ph.D., and Robert Stuart. This team approach allows us to provide high-quality legislative guidance, maintain the flexibility necessary to respond swiftly and thoroughly, and facilitate communication and accountability.

In addition to the following summaries, *please see Appendix C for resumes of all team members.*

RYAN E. MATTHEWS - TEAM LEAD

With an in-depth knowledge of the function and operation of local governments, municipal utilities, and Florida's regulatory and permitting processes, Ryan concentrates his practice on environmental, land use, and local government issues. He is a recognized expert in environmental policy concerning natural resources with a focus on water quality and water supply. Prior to joining the private sector, Ryan served as the Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration, where he oversaw 3,000 employees and a $1.6 billion budget to protect Florida's natural resources. While at the department, Ryan led the beginning effort to delegate the Clean Water Act Section 404 program to the State of Florida, only the third state

in the nation to achieve such delegation. During his time at DEP, he also served as Deputy Secretary for Regulatory Programs, where he oversaw the air, water, and waste regulatory divisions, which issue thousands of permits per year to regulated interests and the business community in Florida. As director of the Office of Water Policy, where he led the coordination and implementation of Florida's statewide water policy, including oversight authority of the five water management districts, Ryan played a critical role in pursing recurring funding for Alternative Water Supply projects in Governor Scott's recommended budget, as well as increased funding for water quality monitoring, TMDLs, and springs.

Ryan will serve as the City's primary contact for all lobbying work done by GrayRobinson team members. In this role, he will set performance metrics for the team based on the City's specific needs and requirements. Ryan will monitor the team's performance as it relates to the overall client relationship through regular client satisfaction discussions with the City. Ryan will also serve the City as a dedicated state lobbyist. Ryan will run point on environmental issues and funding goals. Cementing his experience with municipal issues, Ryan also served in the general counsel and legislative affairs offices of the Florida League of Cities and is a current lobbyist for the Florida Association of Counties, Florida League of Cities, Florida Municipal Electric Association, and numerous individual local governments.

ANGELA M. DRZEWIECKI - TEAM MEMBER

Angela is a highly skilled government affairs advisor in GrayRobinson's Tallahassee office, bringing over a decade of experience in government relations. She has successfully advocated for trade associations, nonprofits, municipalities, and businesses before Florida's executive and legislative branches of government. Angela focuses her practice on a myriad of issues, including transportation, public safety, and legislative appropriations. She works with clients of all sizes to develop short-term and long-term strategies focused on achieving the client's goals, whether those goals require a statutory change, procurement objectives, or legislative appropriation. Angela works tirelessly to advocate on behalf of her clients successfully and has secured millions of dollars in the state budget on their behalf.

KIM MCDOUGAL, PH.D. - TEAM MEMBER

Kim is a Designated Professional Lobbyist with the Florida Association of Professional Lobbyists (FAPL) and serves as a member of the FAPL Board of Directors. Prior to joining GrayRobinson, Kim served for 27 years in multiple leadership roles within the executive and legislative branches of Florida's government, most recently as Chief of Staff to Florida Governor Rick Scott. As Chief of Staff, Kim was responsible for directly serving and advising the Governor on issues pertaining to more than 100,000 executive branch employees and administering the state's $83 billion budget. Kim also served as Governor Scott's Deputy Chief of Staff, Legislative Affairs Director, Education Policy Coordinator, and Policy Advisor during his successful reelection campaign. Kim also served on Governor Ron DeSantis' Transition Advisory Committee for Education and Workforce Development. With her deep executive and legislative branch experience and as a current lobbyist for the Florida Association of Counties as well as multiple municipalities and school boards, Kim has a profound understanding of the powers afforded Florida's great local governments.

ROBERT F. STUART, JR. - TEAM MEMBER

Robert has a leadership role in the strategic direction of the government affairs practice at GrayRobinson, the recruitment of new business, servicing existing firm clients, and building and maintaining strong relationships with elected officials. While the bulk of his practice is Tallahassee-centric (lobbying the Florida Legislature, Executive Office of the Governor, the Florida Cabinet, and the various state agencies), he also represents clients

at the local level on matters of procurement and policy. He has significant lobbying experience in education, transportation, economic development, finance and tax, and local government issues. Robert has a depth of experience advocating on behalf of local government clients related to local projects with a state impact, including SunRail, the Central Florida Downtown Venues Project (funding and construction of the new Orlando Amway Center, Dr. Phillips Performing Arts Center, and Citrus Bowl Stadium), and the construction of the Orlando City Soccer Stadium. Robert understands the inner workings of the Legislature and his strong contacts in government agencies related to construction, economic development, finance and tax, and local government issues will continue to serve the interests of the City in Tallahassee.

The proposals must also include recent and pertinent references, including bank references, contact names, telephone numbers and addresses.

1. **Client Name**: City of Tampa
   Address: 306 East Jackson Street, Tampa, Florida 33602
   Contact Name: Ian Whitney, Associate Director of Government Affairs
   Contact Phone: 813.557.2503
   Contact Email: ian.whitney@cityoftampagov.net

2. **Client Name**: City of Orlando
   Address: 400 S. Orange Ave., 3rd Floor, Orlando, Florida 32801
   Contact Name: Kyle Shephard, Director of Intergovernmental Relations
   Contact Phone: 407.579.5952
   Contact Email: kyle.shephard@cityoforlando.net

3. **Client Name**: Orlando Utilities Commission
   Address: 100 W. Anderson St., Orlando, Florida 32801
   Contact Name: Kevin Noonan, Director of Legislative Affairs
   Contact Phone: 407.466.1287
   Contact Email: knoonan@ouc.com

4. **Bank Reference**: Wells Fargo
   Address: 800 N. Magnolia Ave., Suite 900, Orlando, FL 32803
   Contact Name: Julie Wolf, Senior Private Banker
   Contact Phone: 407.649.5061
   Contact Email: julie.wolf@wellsfargo.com

F. SCOPE OF WORK

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities, and work products to be provided.

The following information explains the Scope of Work as understood by the GrayRobinson team and details the approach, activities, and work products to be provided.

1. Represent the City and its respective Boards before the Legislative and Executive Branch as well as State agencies.

During session, we have a true understanding that presence is power in Tallahassee. We have a deep, historic knowledge of the impact our constant presence in the Capitol has on the outcome of our clients' goals. Throughout our representation of the City, the GrayRobinson team will work with the City Manager and staff to provide direct advocacy efforts in Tallahassee, with a regular presence in the Capitol and throughout Florida's legislative districts. We will work with key legislators and with the City Manager to identify other legislators who may be champions or advocates for your goals, as well as those who may oppose your legislative priorities. In addition, we will identify third parties who may be supportive or in opposition to the City's agenda and collaborate with them on an as-needed basis.

Leading up to the legislative session, team members will work with the City Manager and staff to engage in regular meetings with legislators to keep issues of importance to the City at the forefront of the upcoming legislative session. We will work together with House and Senate leadership, including the House Speaker and Senate President leadership teams, and the chairs of applicable House and Senate committees. Concurrently, the team will work with Florida's Governor and key staff members to ensure their understanding and support of the City's Legislative priorities, and educate the members of the Legislature and the various agencies on the City's goals. We will secure sponsors as needed and additional support from the appropriate committees to advance the interests identified in the City's legislative priorities and legislative package. We will amend or oppose identified legislation as may be required, and we will work to achieve early support for any policy or appropriation issues as they are developed by the Legislature.

GrayRobinson professionals go to great lengths to build long and lasting relationships with key decision-makers. With 14 offices throughout the state of Florida and an office in Washington, D.C., we get to know legislators, agency heads, key staff, and other elected officials in their hometowns. We support their causes, are involved in the same civic organizations - we are their neighbors and friends. Given our size, scope, and growth strategy throughout more than five decades, rarely does a local leader ascend to state government without significant familiarity with GrayRobinson as a firm or through a direct relationship with one or more of our professionals. One cannot effectively advocate without the ability to interact and work with legislators, members of the Governor's staff, and the heads of Florida's many agencies in many different venues and circumstances. We will utilize all of our relationships to gain support for the City's priorities.

Our team has successful working relationships with the new leadership in both the House and Senate and we know their priorities and styles. In the Florida House, we were early supporters of incoming House Speaker **PAUL RENNER** and our team has been working closely with incoming Senate President **KATHLEEN PASSIDOMO** since well before she was named to lead her chamber. Our team has also sustained excellent relationships with those likely to preside over the House and Senate beginning in 2024, **CHAIRMAN DANIEL PEREZ**, **REPRESENTATIVE**

SAM GARRISON and **SENATOR BEN ALBRITTON**. We have worked diligently to forge these relationships based on common interests, trust, and reliability.

In addition to our capabilities in the legislative branch, our team maintains excellent working relationships with all of the agency heads in the current DeSantis administration. We have decades of experience successfully representing our clients before the regulatory agencies of Florida, including but not limited to: the Agency for Health Care Administration, the Department of Environmental Protection, the Department of Business and Professional Regulation, the Department of Education, the Division of Emergency Management, the Department of Health, the Department of Economic Opportunity, the Department of Financial Services, the Department of Revenue, the Department of Transportation, the Florida Building Commission, the Fish and Wildlife Conservation Commission, and Enterprise Florida, where proposed team member and GrayRobinson president and CEO, Dean Cannon, serves on the board of directors.

In addition to these relationships, GrayRobinson team members have worked with recent appointee, Department of Economic Opportunity Secretary **DANE EAGLE** for many years, dating back to his time in the Florida House. This relationship adds to our established relationships with the bureau chiefs, directors, and managers already in place. Further, our team has worked with Florida Division of Emergency Management Director **KEVIN GUTHRIE** since his days as a deputy director under Jared Moskowitz. During the early days of the pandemic and throughout, we have leveraged these relationships to ensure our local government clients were getting the support they needed from the Division on Federal Funding, COVID-testing support, etc. Finally, our firm and its environmental law practice have extensive relationships with **SHAWN HAMILTON**, Secretary at the Florida Department of Environmental Protection, the deputy secretaries, and key members of the general counsel's office. Many times over the years, we have depended on those relationships to shake loose permits and speed up the review of regulations on behalf of our clients.

The team will advise the City on the political outlook of the Governor and legislators and the impacts of policies and programs within Florida as they apply to the City. As evidenced throughout this response, GrayRobinson was founded with a civic, community, and political activism culture that has been central to our growth throughout more than 50 years. Our significant lobbying practice, combined with this culture of activism, has resulted in strong relationships across the state.

2. Secure funding for programs and projects which have been identified by the City as priorities, including proactive identification of new funding opportunities.

To secure funding for programs and projects which have been identified by the City as priorities, including proactive identification of new funding opportunities, the GrayRobinson team will implement both appropriations requests and grant funding requests and advocacy, as described below.

LEGISLATIVE APPROPRIATIONS - Our strategy on appropriations matters would begin with advocating for your funding priorities to be included within the executive branch agencies' budget requests as well as the Governor's proposed budget (submitted to the Legislature prior to each session). From there, our focus shifts to the leadership of both the House and Senate, beginning with the speaker and the president. We spend considerable time and effort educating the respective budget chairs of each chamber (along with their staff), to ensure they know and fully understand the importance of the City's priorities. Lastly, we educate the chairs and members of the appropriations subcommittees with jurisdiction over specific budget requests. All of our efforts for the City will be done in conjunction with its local delegation.

STATE AND FEDERAL GRANT TRACKING - As part of our daily engagement, and with our contacts in the administration, we monitor and track state and federal funding opportunities for our local government clients. We will assist the City in researching grant funding opportunities and work with your team to assess whether or not the City is eligible to apply for a grant. Our assessment will help the City determine the viability of any proposal you consider submitting. We are well equipped to identify agencies or other local government entities competing for specific grants or appropriations and stand ready to assist in aligning support for City projects. Our relationships are far-reaching, enabling us to work well with other lobbyists whose clients share a common goal. We are experienced in securing timely approval of grant applications and reviewing documents related to these funding request applications.

These steps are essential to achieving success, and GrayRobinson has critical relationships in both the executive and legislative branches of Florida's state government that will benefit the City and its priorities. If it is the direction of City leadership, the team will also work collaboratively with stakeholder groups to jointly advocate for various objectives. In addition, we will be proactive in identifying funding opportunities throughout session.

3. Work closely with the City Manager and City staff in researching current issues and providing background information.

The GrayRobinson team will work closely with the City Manager and City staff in researching current issues and providing background information. Aside from relationships we have built over decades of service in Tallahassee, the most critical aspect of successful legislative consulting is the real-time monitoring and communication of state and local legislation, regulation, and funding actions. The GrayRobinson team specializes in leveraging our relationships and resources to ensure our clients are the first to know of these opportunities and challenges. As such, we are prepared to notify the City Manager and staff immediately of any state and local lobbying actions, bills, or amendments that are determined to impact the fiscal, policy, or programmatic interests of the City. We will directly inform the City Manager or designee of information that may impose critical deadlines and modify the GrayRobinson LobbyTools system to generate customized reports specific to the City to provide targeted, up-to-date information.

Leveraging both our lobbying and legal practices, we regularly conduct thorough legislative research and review and develop special or general legislation on various topics of interest to our clients. With 15 offices and nearly 300 attorneys and consultants, our ability to not only research an issue, but also solve it, provides additional value to our clients. From GrayRobinson's founding 51 years ago, the firm has excelled for our clients at the intersection of law and politics and we have grown our lobbying practice in such a way that it is continually complimented and strengthened by the backing of Florida's premier full-service law firm. Ryan Matthews, proposed team lead for the City is also a licensed attorney. Each of our team members has significant experience in drafting, researching, interpreting, and amending policy legislation and is committed to working with the City's legislative delegation to develop special or general legislation in keeping with, or in support of, the City's adopted legislative programs.

4. Coordinate with the City's State Delegation in gaining support for the City's state agendas; assist in drafting appropriate correspondence, scheduling briefings and meetings, and identifying key state contacts.

The proposed GrayRobinson team members have relationships with the Fort Pierce local delegation members dating back many years. Now-**REPRESENTATIVE ERIN GRALL** is slated to move to the Florida Senate to represent the newly formed District 29 as the Senate Delegate for the City of Fort Pierce. Rep. Grall has worked closely with

GrayRobinson team members on various bills and appropriations requests, and we have built an excellent working relationship that will extend into the coming years as she represents the City in Tallahassee.

The House's **REPRESENTATIVE DANA TRABULSY** will continue to represent the City's District 84. We have worked with Rep. Trabulsy on various initiatives for the City, St. Lucie County, and the School District of St. Lucie County in past sessions, and look forward to continuing our collaborative efforts on behalf of the City.

GrayRobinson will work to secure appropriate letters of support from area delegates of the Florida Legislature. We also regularly draft these support letters and letters of request for assistance on behalf of our clients and will provide the same for the City. We approach this task as early as possible to ensure we have time to achieve the desired results. In addition, each of the proposed City team members have significant experience in drafting and advancing legislation, regulations, amendments, report language, position papers, and testimony, as needed.

We commit to identifying, arranging, and counseling the City on meetings between state or local representatives, legislative committees, or agencies with City personnel. We will work with the City to identify opportunities for its leadership to meet with state and local officials and legislators to speak on matters of importance and to position City representatives as thought-leaders on issues affecting local government in Florida.

5. Provide technical assistance and guidance to the City Manager and staff in correspondence and reports.

We commit to providing technical assistance and guidance to the City Manager and staff in correspondence and reports. The team will actively monitor and report to the City Manager and staff regarding any proposed formula changes in state or local funding or other major state or local programs to determine their impact on the City, and take the necessary steps as mutually agreed upon to bring changes in the best interest of the City. Throughout our representation of the City, we will help prioritize opportunities according to their potential based on our knowledge of the process and our experience. We are also well equipped to identify agencies or other local governments that may compete for specific appropriations and assist in aligning support for the City's goals. In addition, we commit to communicating with the City regarding the background and political realities of various legislative priorities. The moment we become aware of changes affecting our clients, both positive and negative, we alert them - this is especially so with funding issues. During session and throughout our representation, the team will proactively measure the position of the City's initiatives and consult with the City Manager and staff on any plans that may need to take a different course of action to obtain the overall goal and objective.

6. Identify key state and regional contacts relating to specific city issues; propose and implement lobbying strategies to help support the City's state agenda.

The GrayRobinson team will work to identify key state and regional contacts relating to specific city issues and propose and implement lobbying strategies to help support the City's state agenda. We will assist the City Manager and staff in the annual development of an official legislative agenda that identifies legislative priorities and provides necessary context, history, and position statements. In conjunction with City leadership, our team would help develop a strategy aimed at achieving greater influence, greater success in advocacy, and greater access to funding from the state budget. We will use our experience and understanding of the political landscape to assist the City in developing goals, priorities, and specific projects of importance.

In regard to policy matters, depending on the issue at hand, our team would first be in contact with the applicable agency head or committee chair from which the issue arose. Sometimes policy issues can be solved with one phone call to the correct agency contact. We enjoy those relationships with the secretaries and department heads,

as well as their key staff, and can often resolve issues quickly. If additional advocacy is warranted, this necessary first step helps to determine the subsequent meetings our team and/or members of City leadership should attend. Many times, a policy issue requires both legislative and executive remedies to obtain resolution as quickly as possible.

When these policy issues enter the realm of the Legislature, we unify the local delegation and we work with the presiding officers, committee chairs, and specific sponsors. We recognize that in this scope of services, at times policy issues will originate from and/or be driven by the City. In those cases, we would work closely with the City to assess and evaluate key political issues and opportunities that enable us to define and establish your primary objectives. We will develop a comprehensive strategy and state legislative agenda to achieve those objectives, based on our experience, knowledge, and findings with regard to any specific matter.

When the City is playing defense, we will work with our designee(s) to establish and understand the policy concern, and then work with the stakeholders (for and against) to merit out a resolution. In some instances, compromise can be achieved. In other instances, compromise is not an available option and our team must seek defeat of a measure. In those instances, we leave no stone unturned, no call left unplaced, and no meeting not taken to advocate fiercely for the client's position in defeating legislation that will have a negative impact.

7. Provide written monthly activity reports and periodic updates on pending legislation. Reports must contain, when possible, specific legislation, names of contacts made, and the legislative priority it relates to as well as foreseeable legislation or ruling that may affect the City. Such summaries may be given in paragraph form.

The GrayRobinson team will provide monthly activity reports detailing activities directly related to the agenda's specific funding and legislative objectives, as well as periodic updates on pending legislation. When the Legislature is not in session, we will communicate relevant action taken at interim committee meetings, rulemaking hearings, status of studies, appropriated funds, any updates from the Governor's Office, and provide available advance notice of proposed legislation. These reports will contain, when possible, specific legislation, names of contacts made, and the legislative priority it relates to as well as foreseeable legislation or ruling that may affect the City.

Within 60 days from the close of session, the GrayRobinson team will provide a more detailed final written report of specific legislation affecting the City, along with a detailed analysis of passed and failed legislation and funding to come out of legislative session and any special legislative session.

The GrayRobinson team also publishes an electronic weekly newsletter for all clients throughout the year. "Capitol Beats" provides federal, state, and local political news updates of importance to our clients each week. We are also happy to tailor other specific communication pieces and reports for the City based on identified strategic needs.

8. Identify special interest groups in a written report which may be working for or against the City's best interests and agencies or local governments which may be competing for specific grants or appropriations and help align support for the City's position.

We commit to identifying any special interest groups in a written report which may be working for or against the City's best interests and agencies or local government which may be competing for specific grants or appropriations. Key issues with broad-based support from other organizations and associations have a better chance of being placed on a committee meeting agenda, ultimately passed by committees, approved by the Legislature, and signed by the Governor. City designees will have the opportunity to discern, discuss, and vet

their issues with other stakeholder groups. GrayRobinson team members are registered state lobbyists for the Florida League of Cities. We regularly work in conjunction with the FLC in support or opposition of legislation and agency rules or regulations, and we look forward to collaborating with the League on behalf of the City. GrayRobinson proposed team members are also registered lobbyists for the Florida Association of Counties. Cooperation with these associations can be extraordinarily helpful when developing and ultimately advocating for success in the Legislature. Especially when it comes to special or general legislation in keeping with, or in support of, the City's adopted legislative programs, these groups are powerful allies and can help drive successful outcomes.

The GrayRobinson team has a long history of working with third-party groups and like-minded coalitions to advocate for or against a legislative agenda that meets the needs of all parties involved. Further, we have an outstanding record of accomplishment for bringing opposing interests to the table for negotiations.

9. Develop a schedule for research reports and other activities in order to meet all state guidelines, standards, and deadlines.

We commit to developing a schedule for research reports and other activities in order to meet all state guidelines, standards, and deadlines. Our team possesses the flexibility and commitment to obtain or produce documentation, research materials, and copies of materials as requested to the City during committee weeks, legislative session, and beyond. In addition to formal reporting and documentation, we will maintain a high level of communication with the City at all times, as it is through reliable and committed communication that we will be most effective on your behalf.

10. The successful proposer must be available for weekly meetings during Committee weeks and Legislative Sessions, meetings with City staff in Tallahassee as needed, and an annual presentation to the Commission in Fort Pierce, Florida.

The GrayRobinson team will be available for weekly meetings during Committee weeks and Legislative Sessions, meetings with City staff in Tallahassee as needed, and an annual presentation to the Commission in Fort Pierce, Florida. We strongly believe these meetings with our clients create a better working relationship, allowing our team to more fully comprehend the priorities and concerns of the City.

G. COMPENSATION

The proposal shall include a fee schedule outlining the yearly (not-to-exceed) cost associated.

GrayRobinson proposes an annual fee of $54,000 paid in 12 monthly installments of $4,500 for the representation as outlined in the City's RFP.

H. FORMS TO BE RETURNED

The section should include the following completed forms: Request For Qualification/Proposals Acknowledgment, Declaration Of Interest, Drug-Free Workplace Form, Non-Collusion Affidavit For Prime Bidder, W9 Request Taxpayer Funds, and Proposer's Checklist.

Request for Proposals Proposer Acknowledgment

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	RFP No: 2022-024
Pre-Proposal Conference Date: N/A	RFP Title: STATE LOBBYIST SERVICES
Mandatory Pre-Proposal Location: N/A	RFP Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00PM, TUESDAY, AUGUST 30, 2022	If you need any reasonable accommodation for any type of disability to participate in this procurement, please contact this department as soon as possible.
Proposer Name: GrayRobinson, P.A. Mailing Address: 301 South Bronough St., Suite 600	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Tallahassee, Florida, 32301	Typed or Printed Name: Ryan E. Matthews
Type of Entity (Select one): Corporation X Partnership _____ Proprietorship _____	Title: Shareholder
Incorporated in the State of: Florida Year: 1970	Delivery in _____days, After Receipt Order
Phone Number: 850.577.5466	Payment Terms: Net 30 Days
Fax Number: 850.577.3311	FEIN or SS Number: 59-1300132
E-Mail Address: ryan.matthews@gray-robinson.com	Local Business: ___Y X N MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Declaration of Interest

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

DECLARATION OF INTEREST

Each respondent shall execute a Declaration of Interest in substantially the following form:

The undersigned, as Respondent, declares that the only persons interested in this Statement of Qualifications submitted in response to this Request for Proposals are named herein, that no other person or entity has any interest in this Statement of Qualifications or any Proposal which may arise out of the Statement, that this Statement of Qualifications is submitted without connection or arrangement with any other person and that this Statement of Qualifications is true and correct and is in every respect fair, in good faith, and without collusion or fraud.

The Respondent further declares that he/she/it has complied in every respect with all of the instructions to respondents, that he/she/it has read the Request for Qualifications and any addenda [which addenda shall be listed in the declaration] which may be issued and that he/she/it has satisfied himself/herself fully with regard to all matters and conditions with respect to the Proposal.

GrayRobinson, P.A.
Name of Firm, Individual or Corporation

Signature

Ryan Matthews, Shareholder
Title

Signature

Angela Drzewiecki, Government Affairs Advisor
Title

Signature

Kim McDougal, Ph.D., Senior Government Affairs Advisor
Title

Signature

Robert Stuart, Senior Government Affairs Advisor
Title

Drug-Free Workplace Form

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

GrayRobinson, P.A. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business=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 proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the 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.

Proposer's Signature

August 22, 0222
Date

Non-Collusion Affidavit for Prime Bidder

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Leon

Ryan E. Matthews, being first duly sworn, deposes and says:

That he is Shareholder
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

GrayRobinson, P.A.
(Firm Name)

By: Ryan E. Matthews

Title: Shareholder

Subscribed and sworn to before me this 26th
day of, August 2022.

Amy Harllee
Notary Public

My Commission expires: (Seal)

AMY HARLLEE
MY COMMISSION # HH 054610
EXPIRES: October 19, 2024
Bonded Thru Notary Public Underwriters

GrayRobinson W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GrayRobinson, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

301 E. Pine Street, Suite 1400

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32801

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

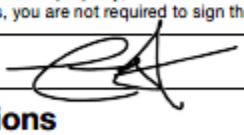
5	9	–	1	3	0	0	1	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶  **Date** ▶ August 22, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Proposer's Checklist

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	✔	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✔	
Include proof of proper licensing as stated in proposal documents.	✔	
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents.	✔	
Proposal envelope is marked accordingly.	N/A	
Is each Addendum (when issued) signed and included?	N/A	

PLEASE SIGN AND RETURN WITH PROPOSAL_____

I. ADDITIONAL DATA

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

The information provided in this proposal adequately covers pertinent information for consideration.

APPENDIX A. MEMORANDUM OF AUTHORITY

GRAYROBINSON
ATTORNEYS | ADVISORS | CONSULTANTS

MEMORANDUM OF AUTHORITY

GRAYROBINSON, P.A.

The undersigned officers of GrayRobinson, P.A., do hereby certify that the following named person is a duly appointed representative of GrayRobinson, P.A., holding the office set forth opposite his/her name below, and is qualified and authorized to act in such capacity and to submit, sign, and deliver responses to the Request For Proposal to which this Authorization Certificate relates (the "RFP"), and related documentation and information, on behalf of GrayRobinson, P.A. The following signature written opposite such individual's name is such individual's genuine signature:

Name	Title	Office	Signature
Ryan E. Matthews	Shareholder	Tallahassee	

The undersigned corporate officers of GrayRobinson, P.A., hereby further certify that attached hereto as Exhibit A is a true, complete and correct copy of Resolutions adopted by the Board of Directors of GrayRobinson, P.A. authorizing the submission, execution, and delivery of its response to the RFP, and as of the date hereof, no corporate action has been taken to further amend, modify, or repeal such Resolutions, the same being in full force and effect in the attached form as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Authority effective as of the 26th day of August, 2022.

GRAYROBINSON, P.A.,
a Florida professional association

Michael E. Neukamm
Director, Treasurer

And,

Mark Schellhase
Director, Secretary

RESOLUTIONS OF GRAYROBINSON, P.A.
ADOPTED AT A BOARD OF DIRECTORS MEETING
JANUARY 14, 2019

WHEREAS, GrayRobinson, P.A., a Florida professional association (the "**Company**") periodically receives requests for proposal, requests for qualifications, and/or requests for information from municipalities, governmental agencies, quasi-governmental agencies, governmental authorities, nonprofit organizations, for-profit businesses, and other organizations (with each referred to herein, collectively with any process or activity related thereto, as an "**RFP**"); and

WHEREAS, the Company's Board of Directors desires to clarify and confirm the manner in which the Company's representatives are authorized to respond to, submit, execute, deliver and otherwise deal with and/or engage in an RFP.

NOW THEREFORE, BE IT RESOLVED, that each of the Company's President, Vice President, Treasurer, Secretary and Assistant Treasurer (each an "**Authorized Officer**"), be and each of them hereby is authorized and directed, by and on behalf of the Company, to respond to, submit, execute, deliver and otherwise deal with, engage in and/or approve an RFP and to cause the Company to perform its obligations thereunder, and further, to execute and deliver any and all other instruments, agreements, certificates or other documents that may be required from time to time in connection therewith. The signature of any Authorized Officer on any of the foregoing shall be conclusive evidence as to the approval thereof (and all of the terms and provisions therein) on behalf of the Company.

FURTHER RESOLVED, that any two (2) Authorized Officers, acting together, be and are hereby authorized and directed, by and on behalf of the Company, to designate in writing an attorney or consultant of the Company (any person so designated, an "**Authorized Representative**") to respond to, submit, execute, deliver and otherwise deal with, engage in and/or approve an RFP and to cause the Company to perform its obligations thereunder, and further, to execute and deliver any and all other instruments, agreements, certificates or other documents that may be required from time to time in connection therewith. The signature of any two (2) Authorized Officers on a Certificate of Authorization, Incumbency Certificate, Certificate of Designation, or similar certificate that identifies and designates and Authorized Representative shall be conclusive evidence as to the designation of the Company's authority to such Authorized Representative in connection with the RFP designated therein, and further, the signature of any Authorized Representative on any document, agreement, instrument or certificate delivered in connection with responding to, submitting, executing, delivering and otherwise dealing with and/or engaging in such RFP shall be conclusive evidence as to the approval thereof (and all of the terms and provisions therein) on behalf of the Company.

FURTHER RESOLVED, that any Authorized Officer or Authorized Representative, be, and each hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company (and if requested or required, under its corporate seal duly attested by an officer of the Company) as they or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions (expressly including without limitation, to cause the Company to remit or pay any fees or costs related thereto).

FURTHER RESOLVED, that in connection with preceding resolutions, any Authorized Officer or Authorized Representative shall be, and hereby is, authorized and directed to furnish to any interested person or entity a copy of the foregoing resolutions, to certify the same and to certify that the provisions of the foregoing resolutions are in conformity with the Articles of Incorporation and Bylaws of the Company and that said resolutions remain in full force and effect.

FURTHER RESOLVED, that the authority given hereunder shall be deemed retroactive, to the extent necessary, in order to carry these resolutions into effect, and in that event, acts performed prior to the adoption of these resolutions but which are necessary or advisable for the carrying of these resolutions into effect, are hereby ratified, confirmed, adopted and approved.

APPENDIX B. EVIDENCE OF INCORPORATION AND INSURANCE

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List grayrobinson Search

Events Name History

Detail by Entity Name

Florida Profit Corporation
GRAYROBINSON, P.A.

Filing Information

Document Number	602357
FEI/EIN Number	59-1300132
Date Filed	08/26/1970
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	11/10/2003
Event Effective Date	NONE

Principal Address

301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Changed: 01/11/2001

Mailing Address

P.O. BOX 3068
ORLANDO, FL 32802-3068

Changed: 10/13/2016

Registered Agent Name & Address

Cannon, R. DEAN
301 S. BRONOUGH STREET, SUITE 600
TALLAHASSEE, FL 32301

Name Changed: 09/26/2019

Address Changed: 09/26/2019

Officer/Director Detail

Name & Address

Title Director, Chairman

MARSHALL, BYRD F., Jr.
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Chairman Emeritus

GRAY, J. Charles
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Treasurer

Neukamm, Michael E.
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, President & CEO

Cannon, R. Dean
301 S. BRONOUGH STREET, SUITE 600
TALLAHASSEE, FL 32301

Title Director, Secretary

SCHELLHASE, MARK D.
ONE BOCA PLACE
2255 GLADES ROAD
SUITE 301E
BOCA RATON, FL 33431

Title Director, Assistant Treasurer

UNGER, JASON
301 S. BRONOUGH STREET, SUITE 600
TALLAHASSEE, FL 32301

Title Director, Assistant Secretary

Downs, Mayanne
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

GRAYROB-01 DSMITH2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2021

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	CONTACT NAME:	
Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	PHONE (A/C, No, Ext): (407) 894-5431	FAX (A/C, No): (407) 629-6378
	E-MAIL ADDRESS: Certificates.FLA@HubInternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Insurance Company	41718
INSURER B : Aspen American Insurance Company	43460
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gray-Robinson P.A.
PO Box 3068
Orlando, FL 32802-3068

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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof. Aggr & Occr			LPW30014259900	12/21/2021	12/21/2022	Rtn. $750,000	10,000,000
B	Prof. Aggr & Occr			LX00EYG21	12/21/2021	12/21/2022	Ded. $10,000,000	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SIR: $750,000 Claim, $1,500,000 Agg Retention-Endurance American Specialty Insurance, 12/21/21-22, NAICS #41718, Policy # LPW30014259900. // $10Mxs10M: Aspen American Insurance, 12/21/21-22, NAICS #23647, Policy # LX00EYG21. //$5Mxs20M: Landmark American Insurance, 12/21/21-22, NAICS #33138, Policy # LHZ793419. // $5Mxs25M: Endurance American Specialty, 12/21/21-22, NAICS #41718, Policy # LXT30014340400. //$10Mxs30M: QBE Insurance Company, 12/21/21-22, NAICS #39217, Policy #100043603. //$5Mxs40M: Starstone Specialty Ins. Co., 12/21/21-22, NAICS #541110, Policy #T8591302APL.

For Information Only

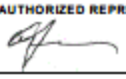
CERTIFICATE HOLDER

For Information Only - Orlando
For Information Only

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



ACORD 25 (2016/03)

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Client#: 1405411 131GRAYROB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/04/2022

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:	
McGriff Insurance Services PO Box 4927 333 S Garland Ave 17th Fl Orlando, FL 32802-4927	PHONE (A/C, No, Ext): 407 691-9600	FAX (A/C, No): 888-635-4183
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GrayRobinson PA P.O. Box 3068 Orlando, FL 32802	INSURER A : National Fire Insurance Co of Hartford	20478
	INSURER B : Continental Insurance Company	35289
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Executive Risk Indemnity Inc	35181
	INSURER E : American Casualty Co of Reading PA	20427
	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 CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			6012395102	04/15/2022	04/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
E	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6012395133	04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10000			6012395116	04/15/2022	04/15/2023	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		B1R6308612242E	08/09/2022	08/09/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	EPLI			68034767	10/01/2021	10/01/2022	4,000,000	

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

Additional Insured status is granted with respects to General Liability if required by written contract per form "Non-Contractor's Additional Insured Endorsement" form #CNA74857XX 01/15 and General Liability Extension Endorsement, form CNA74879XX(1-15). Waiver of Subrogation status is granted with respects to General Liability if required by written contract per form "General Liability Extension Endorsement", form CNA74879XX(1-15).
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
GrayRobinson PA P.O. Box 3068 Orlando, FL 32802	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 Colly Carr

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DESCRIPTIONS (Continued from Page 1)

Additional Insured - Primary and Non-Contributory status is granted with respects to General Liability if required by written contract per form "General Liability Extension Endorsement", form CNA74879XX(1-15). Additional Insured status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Business Auto Coverage Form", form #CA0001 10/13.

Waiver of Subrogation status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Waiver of Transfer Rights of Recovery", form #CA0444 03/10.

Waiver of Subrogation status is granted with respects to Workers Compensation if required by written contract per form "Waiver of Our Rights to Recover From Others Endorsement" form #WC000313.

Umbrella is Follow Form providing excess liability over General Liability, Automobile Liability, and Employer's Liability limits shown.

APPENDIX C. TEAM RESUMES



Ryan E. Matthews
Shareholder

ryan.matthews@gray-robinson.com
850.577.9090

Focus

- Government Affairs and Lobbying
- Environmental and Sustainability Law
- Government
- Utilities

With an in-depth knowledge of the function and operation of local governments, municipal utilities, and Florida's regulatory and permitting processes, Ryan concentrates his practice on environmental, land use, and local government issues. He is a recognized expert in environmental policy concerning natural resources and water supply.

Prior to joining the private sector, Ryan served as the Interim Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration, where he oversaw 3,000 employees and a $1.6 billion budget to protect Florida's natural resources. During his time at DEP, he also served as Deputy Secretary for Regulatory Programs, where he oversaw the air, water, and waste divisions, as well as director of the Office of Water Policy, where he led the coordination and implementation of Florida's statewide water policy. Ryan also served in the general counsel and legislative affairs offices of the Florida League of Cities.

Insights

- "The State of Electric Vehicles in Florida," Florida Municipal Electric Association 2022 Conference, July 13, 2022
- "2022 Florida Legislative Review," Gainesville Session Wrap Up, April 21, 2022
- "2022 Florida Legislative Review," Jacksonville Session Wrap Up, April 7, 2022

Credentials

- LL.M. in Environmental/Natural Resources Law, University of Denver Sturm College of Law, 2009
- J.D., Florida Coastal School of Law, 2008
- B.A. in Political Science, University of Florida, 2004

Admissions

- Florida



Angela M. Drzewiecki*

Government Affairs Advisor

angela.drzewiecki@gray-robinson.com
850.577.9090

Focus

- Government Affairs and Lobbying

Angela is a government affairs advisor in GrayRobinson's Tallahassee office, where she brings over a decade of experience in government relations. She has successfully advocated for municipalities, trade associations, non-profits, and businesses before Florida's executive and legislative branches of government. Angela focuses her practice on a myriad of issues, including local government matters, transportation, public safety, and legislative appropriations. She works with clients of all sizes to develop short-term and long-term strategies focused on achieving the client's goals, whether those goals require a statutory change, procurement objectives, or legislative appropriations. Angela works tirelessly to successfully advocate for her clients and has secured millions of dollars in the state budget on their behalf.

Angela began her political career working as the director of a gubernatorial campaign and further honed her skills in representing various clients and supporting their diverse needs by working as a lobbyist at other Florida lobbying firms early in her career.

Insights

- "2022 Florida Legislative Review," Gainesville Session Wrap Up, April 21, 2022

Affiliations

- Veterans Florida, Board of Directors
- Florida State University Career Center, ProfessioNole Mentors Program
- Last Hope Rescue, Founder
- Leadership Florida
    - Connect, Class 12

Credentials

- M.S., Florida State University, Applied American Politics and Policy, 2009
- B.S., Florida State University, Political Science, 2006

**Denotes non-attorney professional.*



Kim McDougal*

Senior Government Affairs Advisor

kim.mcdougal@gray-robinson.com
850.577.9090

Focus

- Government Affairs and Lobbying
- Education
- Health Care

Kim McDougal, Ph.D. is regarded by clients and colleagues alike as one of the top education lobbyists and consultants in Florida. She collaborates with state and local governments, nonprofit organizations, industry associations, and major corporations adjacent to the education sector in the areas of funding and appropriations, legislative advancement, and business development. Her immersive career and decades of changemaking experience covers the spectrum of K-20 education, as well as community human services and the critical funding that supports vital programs and offerings. Notable client relationships include several school districts, universities and colleges, and state association groups.

A loyal and passionate advocate, Kim helps clients navigate the state budget development, review, and recommendation process. She works to raise awareness, amplify voice, and advocate for appropriations and policy that serve immediate client needs and long-term objectives. Her valuable dual perspective and insider knowledge provide the foundation for long-standing client relationships built on trust and mutual understanding. Grounded by more than thirty years of experience in the education field, she helps create possibilities, cultivate conditions for growth, and build resilience to change - bill by bill, budget by budget, line item by line item.

Kim collaborates frequently with her colleagues in the government affairs and lobbying practice to deliver the diverse expertise necessary for meaningful client engagements. In addition to her lobbying and consulting endeavors, Kim is guided to serve the community in which she and her clients operate, honoring the known-for tradition of service at GrayRobinson.

Prior to joining GrayRobinson, Kim served as chief of staff to Florida Governor Rick Scott, where she was responsible for directly serving and advising the Governor on issues pertaining to 100,000+ executive branch employees and administering an $83 billion state budget. She also served as Governor Scott's deputy chief of staff, legislative affairs director, education policy coordinator, and as policy advisor during his successful re-election campaign. Kim has served as a senior advisor or in a leadership role for many of Florida's Commissioners of Education, including Florida's first appointed Commissioner Jim Horne. She also served in several roles under the Governor Jeb Bush Administration within the Executive Office of the Governor, including education policy coordinator in the Office of Policy and Budget.

**Denotes non-attorney professional.*

Notable Work

- Helped secure over $36 million for a new middle/high school for the Levy County School District
- Helped amend tax-related legislation to save client $17 million
- Helped secure legislation to create a military family-friendly school designation program
- Helped secure funding for a panic alert system for K-12 students
- Helped secure over $13 million for a new health science center at a Florida state college
- Helped pass legislation to expedite the service of lifesaving domestic violence injunctions
- Helped secure state funding for local economic development projects throughout Florida
- Helped secure over $400 million in funding for local agencies that provide services to individuals with developmental disabilities and autism, as well as legally blind Floridians

Insights

- Florida School Boards Association Annual Day in the Legislature, February 2, 2022
- "2021 Legislative Session Review," Florida School Boards Association/Florida Association of District School Superintendents Annual Summer Conference, June 11, 2021
- Florida School Boards Association Annual Day in the Legislature, March 5, 2021
- "Recapping One of the Most Historic Elections in the History of the United States," November 12, 2020
- "Legislative Session and Legislative Budget Request Process," Florida School Boards Association, September 2020
- "Who's in and Who's Out?" Post-Election Pop-Up Forum, August 19, 2020
- "The Appointments Process," Central Florida Political Leadership Institute, Orlando Economic Partnership, August 13, 2020
- COVID-19 Task Force E-lert: Reopening Florida's Schools, June 16, 2020
- Moderator, "Kitchen Table Talk on Reopening Florida Schools," GrayRobinson COVID-19 Virtual Pop-up Forum, June 18, 2020
- "2020 Legislative Session Wrap Up," Florida School Boards Association, April 1, 2020
- Florida Commission on the Status of Women, 2020 LEAD Summit Speaker, March 2020
- "Advocacy 101," Florida Nurses' Association Advocacy Days, January 22, 2020

Affiliations

- Florida Association of Intergovernmental Relations (FAIR), January 2019
- Association of Florida Colleges (AFC), January 2019-present
- Governor-Elect Ron DeSantis' Transition Advisory Committee
    - Education and Workforce Development, December 2018-January 2019
- Florida Sports Foundation, Board of Directors, December 2018-present
- Florida Association of Professional Lobbyists
    - Designated Professional Lobbyist
    - Board of Directors, 2021-2022

- Florida Education Legislative Liaisons
    - Board of Directors, 2021-2022
- Orlando Economic Development Council
    - Political Leadership Institute Class, November 2018

Credentials

- Ph.D., Florida State University, 1991
- M.S., Florida State University, 1985
- B.S., Tulane University, 1984



Robert F. Stuart Jr.*

Senior Government Affairs Advisor
Orlando/Tallahassee

robert.stuart@gray-robinson.com
407.843.8880

Focus

- Government Affairs and Lobbying
- Government
- Higher Education
- Environmental and Sustainability Law
- Alcohol Beverage

Robert began his career as a legislative aide to the Florida House of Representatives for a district that represents much of Orlando and Orange County. This "inside" experience in the halls of our state Capitol give him a deep understanding of and a unique perspective on the inner workings of the legislative process and the strategy necessary to be successful in Tallahassee.

Now fourteen years in private practice with GrayRobinson, Robert is a senior government affairs advisor and has a leadership role in the strategic direction of the practice, the recruitment of new business, servicing existing firm clients, and building/maintaining strong personal and working relationships with elected officials throughout Florida. While the bulk of his practice is Tallahassee-centric (lobbying the Florida Legislature, Executive Office of the Governor, the Florida Cabinet, and the various state agencies), he also represents clients at the local level throughout the state on matters of procurement and policy. He has significant lobbying experience in the areas of Economic Development, Education, Finance and Tax, Transportation, Insurance, Alcohol, and Local Government Issues.

Robert and his partners in the government affairs practice leverage the firm's statewide presence to ensure that elected leaders throughout the state trust the GrayRobinson team and their involvement in the communities that the firm calls home. These relationships serve to both grow the practice and better advocate for their clients.

Robert's familiarity in local and state level policymaking stems from his personal experience and from being part of a family steeped in public service. His family consists of a former state senator and city commissioner, a 30-year president of the local chamber of commerce, a current elected member of the Orlando City Council and a recent congressional candidate. This alone gives Robert firsthand knowledge of the work and dedication required to create and implement good public policy.

Robert's lobbying experience includes representing clients of all shapes, sizes and interests. From public sector clients, such as cities, law enforcement offices and clerks of courts, to Fortune 500 companies, Robert interacts with every committee and every legislator in Tallahassee regardless of party affiliation.

Recognition

- *I-4 Business Magazine*, Executive Profile, October 2015
- *Orlando Business Journal*, 40 Under 40, 2010

** Denotes non-attorney professional*

- *Orlando Business Journal*, Most Influential Businessmen Nominee, 2010
- *Orlando Business Journal*, 10 Businessmen to Watch, 2010

Insights

- "2022 Florida Legislative Review," Orlando Session Wrap Up, April 20, 2022
- "2022 Florida Legislative Review," Tampa Session Wrap Up, April 19, 2022
- "2022 Florida Legislative Review," Jacksonville Session Wrap Up, April 7, 2022
- "Legislative Update on Statewide Project Opioid Webinar," February 28, 2022
- "Legislative Update," Florida Surety Association Quarterly Meeting, November 18, 2021
- "Florida Legislative Session Wrap-Up," Florida Insurance Trust Conference, October 14, 2021
- "Florida Legislative Session Wrap-Up," Associated Builders and Contractors of Florida Legislative Planning Conference, July 23, 2021
- "2021 Florida Legislative Session Wrap-Up," GrayRobinson Webinar, May 18, 2021
- "2021 Florida Legislative Session Wrap-Up," Pensacola Chamber of Commerce Webinar, May 18, 2021
- "GrayRobinson Florida Legislative Session Weekly Roundup," GrayRobinson Webinar, March 12, 2021
- "2021 Florida Legislative Session Preview," Central Florida Hotel and Lodging Association Meeting, February 24, 2021
- "The COVID-19 Overdose Crisis: 2021 Legislative Session," Project Opioid Webinar, February 11, 2021
- "2021 Legislative Session: COVID-19, Combating Disorder and Cutting the Budget," Leadership Seminole, January 22, 2021
- "Inside the Winners Circle: Covering Florida's Election Results," November 4, 2020
- Legislative Update, Florida Insurance Trust Virtual Conference, October 15, 2020
- GrayRobinson's Community Leader Forum with AdventHealth Central Florida, "Lessons from COVID-19: From Crisis to Innovation in Health Care Transformation," September 30, 2020
- "2020 Legislative Session Overview and The Path Ahead," Project Opioid, September 18, 2020
- Legislative Update, Florida Surety Association Quarterly Meeting, September 1, 2020
- Legislative Update, Seminole County Chamber, September 17, 2020
- "Who's in and Who's Out?" Post-Election Pop-Up Forum, August 19, 2020
- "Policy, Politics and Purpose: Leading During a Pandemic," Virtual Community Leader Forum, August 4, 2020
- Virtual Legislative Update, World Risk Management: A Ballator Company, July 8, 2020
- 2020 Virtual Legislative Wrap Up, Greater Pensacola Chamber, April 14, 2020
- 2020 Legislative Session Wrap Up, Oviedo Winter Springs Regional Chamber of Commerce webinar, April 9, 2020

Affiliations

- Florida Association of Professional Lobbyists, Member
    - Designated Professional Lobbyist

- GrayRobinson Political Action Committee, Chair
- First Tee-Central Florida
    - Board of Directors
- Orlando Economic Partnership, Legislative Affairs Committee, Chair
- Princeton Elementary PTA, First Vice President, 2015
- Tiger Bay Club of Orlando
    - President
    - Board Member
    - Treasurer, 2015
- Florida Citrus Sports, Executive Board Member, 2014-present
- Leadership West Orange Graduate, Class of 2009
- Leadership Orlando Graduate, Class 67
- Central Florida Partnership, Young Professionals Advisory Board, Co-Founder

Credentials

- University of Florida, B.A. (political science, 2005)
    - Sigma Chi Fraternity, President

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	RFP No: 2022-024
Pre-Proposal Conference Date: N/A	RFP Title: STATE LOBBYIST SERVICES
Mandatory Pre-Proposal Location: N/A	RFP Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00PM, TUESDAY, AUGUST 30, 2022	If you need any reasonable accommodation for any type of disability to participate in this procurement, please contact this department as soon as possible.
Proposer Name: _____ Mailing Address: _____ _____	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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CITY OF FORT PIERCE'S 2022 LEGISLATIVE PRIORITIES

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face of the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number, and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit one (1) digital copy of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO A REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage o the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

The proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on the cover page Request for Proposal and Proposal Acknowledgment and on the Proposal Response Form, if provided. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE THE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that

his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT THE PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or services for which payment is requested; contain the date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified in the contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless an actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of a purchase order or contract in the space provided. Delivery time may be a basis for making an award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into the contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 10. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. The latest addendum shall be signed and returned with the proposal as an acknowledgment of the addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County, and local laws and ordinances, rules, and regulations, that are applicable to the items being proposed. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORKPLACE (DFW)

Preference shall be given to businesses with Drug-Free Workplace (DFW) Programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women-Owned Business Enterprise (MWBE) indicates a business entity that is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as 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. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliate on the "convicted vendor" list for a period of thirty-six (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 Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees, and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes, or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. **PROPOSAL PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase of services and commodities from this successful award.

36. CANCELLATION

This request may be canceled, and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK, OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

VENDOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1. Evidence of Insurance

VENDOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. VENDOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require, and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued or included in the policy(ies), shall be satisfactory evidence of such insurance.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Agreement, VENDOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors. Such insurance required of Subcontractors shall be at the sole discretion of the CONTRACTOR.

If the insurance policies expire or terminate during the term of this Agreement VENDOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, VENDOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by these insurance Requirements. VENDOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by these Insurance Requirements.

2. Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any

endorsements required by NCCI or the State of Florida.
The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

The policy must be endorsed to provide CITY with 30 days' prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$500,000	Each Accident
	$500,000	Disease - Policy Limit
	$500,000	Disease - Each Employee

3. <u>Commercial General Liability Insurance</u>

Such insurance shall be substantially equivalent to that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the CITY.

CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy, or a substantially equivalent form accepted by the CITY, with the following minimum limits:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

4. <u>Automobile Liability Insurance</u>

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000	Each Occurrence Bodily Injury and Property Damage Liability Combined

5. Professional Liability

VENDOR shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis

The policy must be endorsed to provide CITY with 30 days' prior written notice of cancellation.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

$1,000,000 per Claim and Aggregate

Unless otherwise authorized by CITY, the Maximum permissible deductible or self-insured retention on the policy shall be $10,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of the VENDOR to pay on behalf of the CITY or CITY's members, officials, officers, agents, and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents, and employees.

6. General Conditions

The insurance provided by the VENDOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute to, the insurance provided by VENDOR.

Except as otherwise specifically authorized in writing by the CITY, no deductible or self-insured retention for any required insurance provided by VENDOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without the approval of CITY), VENDOR shall be responsible for paying on behalf of CITY (and any other person or organization VENDOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of VENDOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by VENDOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of VENDOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by VENDOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

VENDOR shall deliver to CITY the required certificate(s) of insurance before CITY signs this Agreement.

In the event VENDOR fails to place or allows any required insurance to lapse, CITY may obtain or renew VENDOR insurance, and CITY may pay all or part of the premiums. Upon demand, VENDOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due VENDOR from CITY. VENDOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   City of Fort Pierce
   Attn: Risk Manager
   P.O. Box 1480
   Fort Pierce, FL 34954-1480

2. **Additional Insured for General Liability**
   City of Fort Pierce

SECTION III

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

1.1 Proposals are due on or before **3:00 PM, MONDAY, AUGUST 30, 2022.**

2. **PROPOSAL SUBMISSION**

Proposals must be submitted electronically, mailed or hand delivered**. Any proposal received after the designated time and date listed above will be returned unopened.** Please see below instructions for submitting your bid response.

3. ELECTRONIC SUBMISSIONS

Options for electronic submission are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided. Please **(see attachment)**
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00 PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the website of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared to contain the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

2. INQUIRIES/QUESTIONS

2.1 All inquiries will be in a written format and addressed to the City of Fort Pierce Special Projects Coordinator with a copy to the Purchasing Agent:

TO
Audria Moore-Wells
Special Projects Coordinator
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480
Email: amoorewells@cityoffortpierce.com

COPY
Latonya Hubbard
Purchasing Agent
100 North U.S. Hwy. 1
Fort Pierce, FL 34950
Email: purchasing@cityoffortpierce.com

LAST DAY FOR QUESTIONS

Questions will not be accepted after **5:00 PM, August 18, 2022**. Written answers to all questions submitted will be posted as an addendum on the Purchasing webpage of the City's website, www.cityoffortpierce.com and Demandstar website, www.demandstar.com.

2.3 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.

In Section 287.057 (23), Florida Statues, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

3. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women-Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms, or Vendors who can speak to your firm's utilization of M/WBE on previous projects.

SECTION IV

STATEMENT OF WORK

1. PURPOSE

The City of Fort Pierce Commission solicits proposals from experienced and qualified firm(s) to represent the City of Fort Pierce, work collaboratively with the City Commission and City Manager to represent the interests of the City, and assist the City Manager before the Florida Legislature, its committees and members, and the Executive branch of the state government including the Governor, Cabinet and state agencies. The firm(s) shall assist the City Manager in monitoring legislative, executive, and regulatory activity at the state government level.

2. SCOPE OF WORK

The consultant shall represent the City and assist the City Manager in monitoring legislative, executive, and regulatory activity at the state government level on behalf of the City of Fort Pierce and developing the City of Fort Pierce's annual Legislative priorities. The services are to be provided in conjunction with the City of Fort Pierce's State Legislative Appropriations, Grant Requests, and any legislation that may affect the City.

The consultant shall provide services to include, but are not limited to the following:

1. Represent the City and its respective Boards before the Legislative and Executive Branch as well as State agencies.
2. Secure funding for programs and projects which have been identified by the City as priorities, including proactive identification of new funding opportunities.
3. Work closely with the City Manager and City staff in researching current issues and providing background information.
4. Coordinate with the City's State Delegation in gaining support for the City's state agendas; assist in drafting appropriate correspondence, scheduling briefings and meetings, and identifying key state contacts.
5. Provide technical assistance and guidance to the City Manager and staff in correspondence and reports.
6. Identify key State and regional contacts relating to specific city issues; propose and implement lobbying strategies to help support the City's state agenda.
7. Provide written monthly activity reports and periodic updates on pending legislation. Reports must contain, when possible, specific legislation, names of contacts made, and the legislative priority it relates to as well as foreseeable legislation or ruling that may affect the City. Such summaries may be given in paragraph form.
8. Identify special interest groups in a written report which may be working for or against the City's best interests and agencies or local governments which may be competing for specific grants or appropriations and help align support for the City's position.
9. Develop a schedule for research reports and other activities in order to meet all state guidelines, standards, and deadlines.
10. The successful proposer must be available for weekly meetings during Committee weeks and Legislative Sessions, meetings with City staff in Tallahassee as needed, and an annual presentation to the Commission in Fort Pierce, Florida.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

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. **The preferred method to submit proposals is electronic**.

2. PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

A. **Title Page**: This page should include RFP No: 2022-024 State Lobbyist Services; Date; Firm Name; Contact Person, including title, who is authorized to represent firm; Telephone Number (s); E-mail Address(s) and Mailing Address.

B. **Table of Contents**: Include a clear identification of the material included in the proposal by page number.

C. **Letter of Transmittal**: This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work and make a positive commitment to lobby on behalf of the City of Fort Pierce. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

D. **Experience, Qualifications and References**: Each respondent shall provide a detailed statement of their experience, qualifications, and background for providing state lobbying services in the specific subject areas the proposal is to be ranked, specifically identifying lobbying experience with government entities, including a description of their proven success in obtaining appropriations, bill drafting and gaining support for proposed legislation, and protecting and/or advocating clients' positions on proposed legislation. Furthermore, the Proposer will include the responses as provided in Section 4-1, Project Approach/Understanding.

E. **Organization Profile**: This section of the proposal must describe the Proposer, including the size, range of activities, etc. Each Proposer must be authorized to do business in the State of Florida and, if a corporation must be incorporated under the laws of one of the States of the United States, proof of same must be provided. The proposal must identify the primary individuals responsible for supervising the work. The Proposer shall provide the City with the resumes of the primary individuals. The proposals must also include recent and pertinent references, including bank references, contact names, telephone numbers and addresses.

F. **Scope of Work**: This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities, and work products to be provided.

G. **Compensation**: The proposal shall include a fee schedule outlining the yearly (not-to-exceed) cost associated.

H. **Forms to be Returned**: The section should include the following completed forms: Request For Qualification/Proposals Acknowledgment, Declaration Of Interest, Drug-Free Workplace Form, Non-Collusion Affidavit For Prime Bidder, W9 Request Taxpayer Funds, and Proposer's Checklist.

I. Additional Data: Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

3. EVALUATION METHOD AND CRITERIA

The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City 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 City's decisions will be final.

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

1. Experience/Qualifications **Weight 50% (50 pts)**

Background/References

A detailed statement of their past performance, experience, qualifications, and background for providing state lobbying services, specifically identifying lobbying experience with governmental entities as it relates to counties, municipalities, and school district legislative priorities.

The proposer should indicate that, at a minimum, they possess:

a) Strong working knowledge of the legislative, administrative, and regulatory processes at the state level.
b) Clear understanding of rural and urban areas, including specific knowledge of the City of Fort Pierce, state programs administered by the City, and a knowledge of the funding needs and policy issues important to the City.
c) History of successful lobbying experience at the state level.
d) Clear strategy for representing the City at meetings with key legislators and members of the Executive Branch.
e) Ability to liaise with members of the Legislature, the Executive Branch, and state agencies.
f) Sufficient expertise to provide legal and legislative research upon request.
g) Resources to attend legislative and administrative hearings, monitor legislative and administrative developments, and provide appropriate reports to the City.
h) Experience in identifying and securing various sources of state funding.
i) Experience in coordinating communications and meetings with members of the Legislature, Executive Branch, and state agencies.
j) Experience in working with Senate and House Committees.
k) Resources to help facilitate meetings with, and communications between, committee leadership and senior staff.
l) Ability to provide timely notice of legislative and agency hearings.

m) Ability to provide written and verbal reports. The Contractor should also possess knowledge of, or involvement with, state organizations or associations (and their legislative policies or recommendations) in which municipalities participate.
n) Eight (8) or more years of state legislative and executive branch lobbying experience.
o) Experience in previous or current representation of local government entities.
p) List key personnel assigned to the project, identifying the primary contact with the City, and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge to provide the services outlined in Scope of Work/Services.
q) A description of the role of each staff member who will be responsible for performing the work in this project and monitoring the Contract.
r) A general statement of the proposer's current workload and the ability to incorporate our workload needs.

2. Project Approach/Understanding Weight 35% (35 pts)

Detailed narrative description of its approach and methodology for implementing the City state legislative priorities. See attached priorities.

3. Price Proposal Weight 15 % (15 pts)

The proposer shall indicate the Total Proposed Annual Price to be paid by the City during the Contract term and any subsequent renewal terms, if exercised. The Proposer must provide a price index including each subject area the proposal is to be ranked, as well as a total for representation of all subject areas. Offers will receive up to the maximum points based upon the reasonableness of each subject area price and the competitiveness of each subject area price with other offers received.

DISCLOSURES AND DISCLAIMERS

The information contained in this Request for Proposal (RFP) is provided solely for the convenience of the proposer. The City of Fort Pierce has assembled the information in a good faith effort to assist in the disposition process; however, the City of Fort Pierce makes no representation, warranty, or guarantee as to the accuracy of the information. It is the responsibility of the proposer to verify that the information is accurate.

The City of Fort Pierce reserves the right to accept any submittal and/or proposals deemed to be in the best interests of the City of Fort Pierce, to waive any irregularities in any proposals, or to reject any and/or all submittals and/or proposals and to re-advertise for new proposals.

The City of Fort Pierce and Fort Pierce Redevelopment Agency does not assume any financial or other obligation to any respondent. Any proposal submitted in response to this RFP is at the sole risk and responsibility of the party submitting such a proposal.

The City of Fort Pierce, nor any advisor(s) will pay a brokerage, finders, or referral fee to any party in connection with this RFP. In the event of any conflict between this section and the rest of the RFP, the provisions of this section shall take precedence.

SECTION VI

FORMS

Please complete the following forms and include in this section of your submittal.

DECLARATION OF INTEREST
DRUG-FREE WORKPLACE FORM
NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER
W9 REQUEST TAXPAYER FUNDS
PROPOSER'S CHECKLIST

DECLARATION OF INTEREST

Each respondent shall execute a Declaration of Interest in substantially the following form:

The undersigned, as Respondent, declares that the only persons interested in this Statement of Qualifications submitted in response to this Request for Proposals are named herein, that no other person or entity has any interest in this Statement of Qualifications or any Proposal which may arise out of the Statement, that this Statement of Qualifications is submitted without connection or arrangement with any other person and that this Statement of Qualifications is true and correct and is in every respect fair, in good faith, and without collusion or fraud.

The Respondent further declares that he/she/it has complied in every respect with all of the instructions to respondents, that he/she/it has read the Request for Qualifications and any addenda [which addenda shall be listed in the declaration] which may be issued and that he/she/it has satisfied himself/herself fully with regard to all matters and conditions with respect to the Proposal.

_____
Name of Firm, Individual or Corporation

_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Signature	_____ Signature
_____ Title	_____ Title

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

_____does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business=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 proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the 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.

_____
Proposer's Signature

_____
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2022.

_____
Notary Public

My Commission expires: (Seal)

_____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in proposal documents.	_____	_____
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents.	_____	_____
Proposal envelope is marked accordingly.	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL_____

APPENDIX

CITY OF FORT PIERCE'S 2022 LEGISLATIVE PRIORITIES

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE
Florida

TO : The Honorable Mayor and Members of the City Commission

FROM : Nicholas C. Mimms, P.E., ICMA-CM, City Manager NCM

RE : **Fort Pierce 2022 Legislative Priorities**

DATE : August 16, 2021

For your review, please find attached a copy of the City of Fort Pierce's 2022 Legislative Priorities. On August 19, 2021, this documentation will be presented to the St. Lucie County Legislative Delegation.

If you have any questions or need additional information, please contact me.

NCM:jdr

Attachment

c: City Clerk
Interim City Attorney



CITY OF FORT PIERCE
LEGISLATIVE PRIORITIES

ECONOMIC DEVELOPMENT



State and Local Economic Development Partnerships

The City ***supports*** legislation and appropriation that enhances the efficiency and effectiveness of the state and local government partnership in economic development through the greater use of targeted strategic investments to induce sustainable economic activity resulting in a consistent positive return on investment for both state and local governments.



Enterprise Florida/Job Growth Grant Fund

To ***support*** continued funding of the Florida Job Growth Grant. In 2018, the City was successful in securing funding through this program to assist in the expansion and relocation of Natalie's Orchid Island Juice Company. Furthermore, to support the state's economic development toolkit in a manner that supports increased economic growth and development by incentivizing businesses to relocate to or expand in all regions of the state of Florida.

Public Record and Open Meeting Exemptions for Economic Development

Support changes to s.286.0113 and s.288.075, F.S., that would allow the City Commissioners to deliberate in private regarding an economic development proposal and preserve the confidentiality of confidential information in the possession of an economic development agency.



Visit Florida

The City ***supports*** continued funding of the program at a level that is productive for the organization and growth of tourism marketing on behalf of the City. Especially with the unprecedented impacts of COVID-19 on the tourism industry in Florida, it is imperative we continue to support this industry, which not only impacts revenues, but provides millions of jobs, and is considered one of Florida's top economic drivers.


DOWNTOWN
FORT PIERCE
HISTORIC DOWNTOWN
SHOP • EAT • ENJOY

BUDGET & TAXATION

Home Rule Authority

During the 2021 Legislative Session, there were a significant number of legislative bills filed that proposed to preempt the Home Rule Authority of local governments thereby preventing the ability of local governments to respond in a timely manner to matters of local importance. It is imperative and critical that decisions and legislation regarding local government services be left to the form of government closest to the citizens. Therefore, the City ***opposes*** any legislation which would preempt their Home Rule Authority

Unfunded Mandates

The State Legislature has frequently passed legislation that compels local governments to provide a service, program, or benefit without providing the appropriate funding or a funding source. This compromises local governments' ability to provide services requested by their local communities by diverting resources to these state-directed, unfunded mandates or cost shifts. In addition, as more and more mandates are created, local governments are faced with the burden of using local tax dollars to finance functions that they have little control over.

The state must do a better job of truthfully identifying costs to local governments when passing new legislation and must provide funding or a funding source for every legislative initiative that imposes a cost on counties. City of Fort Pierce ***opposes*** new unfunded mandates and unfunded state to city cost shifts.

Communication Services Tax

Supports legislation that protects general revenues collected from the local communications services tax. These revenues are used to provide essential municipal services, such as public safety, and constructing and maintaining roads, bridges, public parks and open spaces. Maintaining a diversified revenue base strengthens the fiscal stability of local governments and improves their ability to serve all citizens and businesses.



Local Business Tax

Supports legislation that protects general revenues collected from the local business tax. Currently, the City imposes a local business tax for the privilege of engaging in or managing a business, profession or occupation within the City's jurisdiction. The local business tax revenues collected by the City is used to assist funding services critical to our businesses, such as zoning, permitting, code enforcement, and police.

Sales Tax on Commercial Leases

Opposes legislation that repeals or reduces the state sales tax and local option sales tax on commercial leases. Since 1969, Florida has imposed a sales tax on the total rent charged under a commercial lease of real property. Commercial real property includes land, buildings, office or retail space, convention or meeting rooms, airport tie-downs, and parking and docking spaces.



GENERAL ADMINISTRATION

Public Safety/School Resource Officers

Supports legislation in the continued effort to fully fund the mandated positions of School Resource Officers (SRO) in schools. This mandate has placed a heavy burden on local agencies to fund additional SRO's through ad valorem taxes. Funding of the recurring cost of SRO's through the requirement of this mandate is unsustainable, resulting in the necessity of cutting other public services and having a direct negative impact on the welfare and public safety of all local government entities in the state.

ENVIRONMENTAL & NATURAL RESOURCES

Department of Environmental Protection – Beach Funding & Permitting

The Beach Management Funding Assistance Program is a Long-Range Budget Plan administered through the Florida Department of Environmental Protection (FDEP) to assist eligible local governments with their beach erosion control projects. Each application request must include a detailed project description, cost estimate, and supporting resolution from the governing body. Individual projects then receive a priority ranking based upon several criteria.

Comprehensive Water Reform

Support legislation intended to assess and regularly report the financial need to address Florida's water infrastructure relating to water supply including conservation, the protection of water quality, stormwater, wastewater, water reuse, flood control and environmental resource protection and restoration.

Support legislation that promotes the identification of potential sources of sufficient funding to address the documented need, as well as, the development of priority and science-based grant programs for the implementation of projects, programs, and studies identified by local governments, the water management districts and state agencies.

Support legislation requiring the assessment and evaluation of state agency efforts to address sea level rise and other weather impacts on the City. SUPPORT continued funding for research and mitigation for harmful algal blooms (HABs), including blue green algae, and red tide.

Indian River Lagoon, Lake Okeechobee Basin & Everglades

Support continued dedicated funding for the Comprehensive Everglades Restoration Plan (CERP) and supports long-term funding commitments to finance the completion of the projects on the Integrated Delivery Schedule (IDS), with a priority given to the Indian River Lagoon-South (IRL-S) Project including funding for the C-23/24 and C-25 reservoirs and STAs.

The Indian River Lagoon-South Restoration Project, part of the Comprehensive Everglades Restoration Plan (CERP), was authorized to address the damaging effects of pollution and unnaturally large freshwater discharges and local basin runoff on our ecologically vital water bodies. The IRL-S Project employs a regional approach to address the Martin and St. Lucie County portions of the lagoon. The completion of this project will greatly reduce polluted discharges into the St. Lucie River and the Indian River Lagoon.

Vessel & Waterways

Support revised statutory authority and continued state funding for the enforcement and removal of derelict vessels, with emphasis on chronic offenders. SUPPORT local regulation of vessels, mooring fields, bulkheads and seawalls, floating vessel platforms, and seagrasses.

Project	Project Description	Requested Amount	County Match
Fort Pierce Shore Protection Project	Post Construction Monitoring	$150,000	$150,00
Fort Pierce Inlet Management Plan	Sand Trap Phase 1 Construction	$1,080,000	$360,000
	2023 Post Construction Monitoring	$27,500	$27,500
	TOTAL	$1,257,500	$537,500

TRANSPORTATION & INFRASTRUCTURE



The Port of Fort Pierce

In 2018, the County invested in the purchase of a 12 acre site, known as the King Maritime Terminal, at the Port of Fort Pierce. Although the Port of Fort Pierce lies physically within the City of Fort Pierce limits, management falls under the jurisdiction of St. Lucie County, which comprised of the St. Lucie County Board of County Commissioners. Currently, there is an interlocal agreement between the City of Fort Pierce and St. Lucie County which clarifies roles and responsibilities and sets the framework for future collaboration and partnership in port development.

In 1990, the Florida Legislature created the Florida Seaport Transportation & Economic Development (FSTED), an on-port investment program, which is administered by the FSTED Council, consisting of the port directors of the 15 public seaports, the Secretary of the Department of Transportation, and the Director of the Department of Economic Opportunity. This state and local investment entity is statutorily charged with accomplishing the state's seaport development mission of implementing capital improvement projects at the local level.

The City of Fort Pierce ***supports*** the full funding of all projects within the Florida Department of Transportation's Seaport Program and the Florida Seaport Transportation & Economic Development (FSTED).

Transportation Funding

Municipalities have limited revenue options for funding transportation projects. A major portion of transportation funding flows to municipalities through the county, state and federal governments. Much of that funding is generated through a tax on gasoline, and recent data has shown the purchase of gasoline has decreased significantly, in effect decreasing the available revenue to municipalities for transportation infrastructure.

Transportation projects are often the catalyst for economic development and the result of growth within a community. As municipalities lack options to increase revenue and continue to struggle to fund local transportation projects, increased and alternative funding sources at the state level are a necessity.

The City of Fort Pierce ***supports*** legislation that will allow cities to have greater local decision making and flexibility on transportation funding to ensure we meet our ever-changing transportation demands.

Impact Fees

Impact fees and transportation concurrency are mechanisms used by local governments to ensure that new developments pay for the infrastructure needs they generate.

An impact fee is based on the proportionate share of the cost of the public facilities needed to serve new development. Florida law requires that calculation of an impact fee be based on the most recent and localized data. In addition, a city imposing an impact fee must provide for an accounting and reporting of impact fee collections and expenditures.

Transportation concurrency is a state law that requires each local government in Florida to adopt a comprehensive plan and implement regulations that require adequate basic services and facilities be provided at the same time as, or concurrent with, any new development.

The City of Fort Pierce ***opposes*** legislation which would preempt their authority to set impact fees or transportation concurrency.

Micromobility Programs

Supports the City's ability to effectively manage micromobility programs. Local decision makers should retain the authority to enact appropriate regulations that protect public health, safety and welfare.

Broadband

The COVID-19 pandemic has highlighted the disparities existing in broadbrand infrastructure. The City of Fort Pierce ***supports*** efforts to promote accessibility and affordability of broadbrand services. To combat the overreporting of connectivity, the City supports efforts to improve service mapping through data collection and a grievance process to contest inaccurate maps.



HEALTH & HUMAN SERVICES

Homelessness

Support state funding for establishing and maintaining local homelessness programs, housing for the homeless, and operating capital for the aid groups and statewide agencies that oversee them.

Foreclosures, unemployment rates, and lack of job opportunities have left communities nationwide devastated with an increase of homelessness. Statistics show that Florida ranked third highest nationally in the number of homeless individuals in 2019, with approximately 54,300 homeless individuals. Homelessness brings many complications to communities besides leaving thousands of people without a sustainable living environment. Having more affordable housing in the community can help individuals at risk of being homeless.

Affordable Housing

The State of Florida established the Sadowski Housing Trust Fund to create a source of funding for affordable housing. Funding comes from a dedicated tax on housing transactions. Recently, the trust fund has been swept by the State Legislature for other uses.

The City of Fort Pierce ***supports*** allocating the full amount of dedicated documentary tax revenues for state and local affordable housing programs. As well as, ***supports*** investing in affordable housing to create jobs in home repair, hardening homes, retrofitting and constructing affordable rental units, and lowering energy costs to make housing more affordable.

Mental Health/Substance Abuse Services and Funding

In the last two years over $30 million in mental health funding had been lost to Florida's communities. Increased community funding is required to meet the needs of persons residing in the Treasure Coast who are mentally ill and often also have severe substance use disorders.

Additionally, the human and economic costs of untreated mental illness in our state continue to rise. Those costs include the criminalization of people with untreated mental illness, family erosion, substance abuse, job loss, domestic violence, homelessness, medical problems, crime and suicide. Florida must do more to invest and fund community-based and integrated mental healthcare.

The City Fort Pierce supports efforts to increase supportive housing, jail diversion, and employment and education initiatives for people with mental health or substance abuse issues. ***supports*** diverting, medically assisting, or treating mentally ill outside of the criminal justice process through alternative programs, such as Crisis Intervention Teams. ***Supports*** continued efforts to work through Medicaid reform initiatives to ensure that persons with substance abuse and mental health treatment needs are appropriately served.

Furthermore, the City ***supports*** appropriate funding for core mental health and substance abuse services. Supports increased funding of the Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program with recurring dollars in a trust fund. ***supports*** sustainable matching state funds to counties that have received both planning and implementation Reinvestment Grant funds











BOARD OF COUNTY COMMISSIONERS

ST. LUCIE COUNTY FLORIDA

COUNTY ATTORNEY
Daniel S. McIntyre

Katherine Davis Barbieri — ASSISTANT COUNTY ATTORNEY
Caroline A. Valentin — ASSISTANT COUNTY ATTORNEY
Ciara H. Forbes — ASSISTANT COUNTY ATTORNEY

August 9, 2022

Via certified mail and email

91 7199 9991 7034 9044 6432

Tanya Earley, Esq.
City Attorney, City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950
tearley@cityoffortpierce.com

RE: Termination of the 9/18/2018 State Lobbying Interlocal Agreement between City of Fort Pierce and St. Lucie County – Interlocal C18-09-605

Dear Ms. Earley,

This letter serves to acknowledge the mutual agreement of the termination of the September 18, 2018, Interlocal Agreement between St. Lucie County and City of Fort Pierce ("Agreement").

On August 9, 2022, the St. Lucie County Board of County Commissioners approved the termination of Interlocal C18-09-605. Pursuant to Section 6, St. Lucie County is hereby given notice of terminating the above referenced Interlocal C18-09-605 between St. Lucie County and City of Fort Pierce, without cause. The Interlocal Agreement requires at least thirty (30) days prior notice from the end of our current term. The cancellation effective date and last day of service will be October 1, 2022. Until termination, the responsibilities of the parties will continue as set forth in the Agreement.

Please feel free to contact me should you have any questions. Thank you.

Sincerely,

Katherine D. Barbieri
Assistant County Attorney

KDB/cak
Encl.

cc: Daniel S. McIntyre, County Attorney
Howard N. Tipton, County Administrator

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4485683 10/01/2018 08:31:10 AM
OR BOOK 4186 PAGE 401 - 406 Doc Type: AGR
RECORDING: $52.50

C18 09 605

INTERLOCAL AGREEMENT
(COOPERATION ON STATE LOBBYING)

THIS INTERLOCAL AGREEMENT is made and entered into this 18 day of September, 2018, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") and **ST. LUCIE COUNTY,** a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the County and the City desire to collaborate on providing lobbying services and representation in Tallahassee, FL during the 2018 Legislative Session; and

WHEREAS, the parties have agreed to enter into an agreement in which the County will be the lead agency; and

WHEREAS, an interlocal agreement may provide for the parties to cooperate in providing lobbying services and representation during the 2018 State Legislature Session, providing efficient use of public resources and allocating responsibilities among themselves and designating one or more parties to the agreement to administer or execute the agreement.

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. **GENERAL**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. **COOPERATION – GENERAL**

The Parties agree to cooperate in providing lobbying services for the 2019 Legislative Session.

3. **COUNTY RESPONSIBILITIES**

The County will have the following responsibilities:

- Assist the City in tracking of legislation which will have impact on the City and/or the County legislative priorities.
- Update the City on current events on a weekly basis during the Regular Legislative Session and at the end of every Committee meeting week.
- In the event of a critical matter, which impacts the City, the County will communicate directly to the City on a plan of action going forward.
- Attend legislative committee meetings as well as meetings with legislative staff and Legislators on behalf of the City when available.
- Assist the City in the schedule of meetings with legislative staff and Legislators and attend when available.
- Provide information to the City, when applicable, regarding ongoing legislation and budget issues.

4. **CITY RESPONSIBILITIES**

The City will have the following responsibilities:

- Assist and provide information to the County on the interpretation of ongoing legislation as it pertains to the City's legislative priorities and determine if the legislation should be tracked.
- Communicate directly to the County on a plan of action going forward in the event of a critical legislative matter.

- Be available for weekly conference calls during the 2018 Legislative Session, starting March 5, 2019 and ending May 3, 2019.
- Continue to work with the City's state associations and will communicate to the County any necessary information needed to effectively advocate on their behalf.
- Assist the County in the schedule of meetings, which relate to the City's legislative priorities, with legislative staff and Legislators and attend when available.
- Provide to the County, when applicable, message points regarding ongoing legislation which will have an impact on the City's legislative priorities and instruct the County on the best possible solution to resolve the impact.
- Provide to the County $25,000.00 on or before October 1 of the term year or affected year, which will be used by the County to execute the duties within this agreement.

5. **CONFLICT**

In the event of a potential conflict the County and the City shall provide each other with a brief summary of any issues that may conflict with the interests of the other party and both parties will attempt to resolve the conflict. In the event the conflict is not resolved, each party reserves the right to pursue its own interests. The City will advocate for the City's interests on the issue; and the County and contract lobbyist of the County will advocate for the County's interests on the issue.

6. **TERMINATION**

The services provided shall begin on October 1, 2018 for a term of three (3) years and shall automatically renew for another three (3) year term, unless either party provides notice to

the other of its intent to terminate this agreement not less than thirty (30) days before the end of the then current term.

WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

7. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

8. NOTICES

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 City:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

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

With a Copy to:

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

9. FILING

This Agreement shall be effective upon filing with the Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:

Linda W. Cox

Clerk

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson

Mayor

Date: 9/17/18

APPROVED AS TO FORM AND CORRECTNESS:

BY:

City Attorney

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

BY: _____
Chairman

Date: 9/18/18

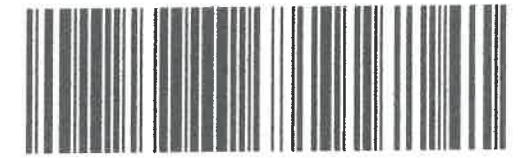
APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
County Attorney

ST. LUCIE COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS
2300 VIRGINIA AVE., FT. PIERCE, FL 34982-5632
COUNTY ATTORNEY

CERTIFIED MAIL



9171 7199 9991 7034 9044 6432

Tanya Earley, Esq.
City Attorney, City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950

City Commission Meeting & Budget Hearing - 5:05 pm **13. a.**

Meeting Date: 09/06/2022

Re: Amend CSI Ordinance

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

SUBJECT:

Legislative Hearing - Ordinance 22-019 amending Chapter 103, Article IX, Section 103-343 "Clean and Safe Community Initiative". FIRST READING

SUMMARY:

Amending the Ordinance to establish procedures by which the Clean and Safe Community Initiative may be amended, continued or terminated.

RECOMMENDATION:

Approve the ordinance amendment.

ALTERNATIVES:

Deny or amend the ordinance amendment.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

City Manager's Office
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

None

Attachments

22-019
Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/17/2022 10:59 AM

Form Started By: Peggy Arraiz Started On: 08/02/2022 09:05 AM
Final Approval Date: 08/17/2022

ORDINANCE NO. 22- 019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING **CHAPTER 103, ARTICLE IX, SECTION 103-343 "CLEAN AND SAFE COMMUNITY INITIATIVE";** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in September 2017, the Fort Pierce City Commission adopted Ordinance 17-028, thereby establishing the "Clean and Safe Community Initiative" to address property maintenance deficiencies and take appropriate action to abate such unsafe conditions thus reducing the effect of slum and blight in the community; and

WHEREAS, the City Commission has determined that the goals of the Clean and Safe Community Initiative should be reviewed periodically and adjusted to address current conditions and needs of the City that directly impact the life, health, and safety of the community; and

WHEREAS, the City Commission finds it necessary to establish procedures by which the Clean and Safe Community Initiative may be amended, continued or terminated; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Section 103, Article IX, Section 103-353 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended so that the same shall read as follows:

Sec. 103-343. Clean Community Program.

(a) In an effort to curb the onslaught of blighted conditions and address safety concerns throughout the community, the city has created a clean and safe community initiative. The clean and safe community initiative is intended to ~~provide direct remediation of structures and~~ address conditions that create a hazard to the life, health, and safety of the community; contribute to an increase in slum and blight or criminal activity; and overall reduce property values and community pride. The specific conditions to be addressed by the clean and safe community initiative shall be established by resolution of the city commission. The resolution must include an expiration date and may be amended to address the needs of the community as those needs change.

~~(1) The following items are considered integral parts of the clean and safe community initiative and do not require additional approval:~~

~~a. Abatement of buildings or structures determined to be unsafe by the code official.~~

~~b. Abatement of nuisance conditions including:~~

~~1.Vacant structures.~~

~~2.Open and unsecured pools.~~

~~3.Lot clearing activities including clearing of lots to the criteria outlined in the crime prevention through environmental design program as adopted by the city commission.~~

~~4.Graffiti.~~

~~5.Non-operative vehicles.~~

~~6.Bees, wasps, and similar stinging or dangerous pests.~~

(b) To provide funding for the clean and safe community initiative there shall be created a clean and safe community fee. The fee shall be ~~set~~ established by resolution ~~as approved by~~ of the city commission.

~~(c) The clean and safe community program shall expire on 9/30/2023.~~

SECTION 2. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. This Ordinance shall take effect immediately upon passage.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 22-019 was duly advertised by title only in the St. Lucie News Tribune on August 27, 2022; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 6, 2022; and was duly introduced, read by title only, and passed on second and final reading on September 19, 2022, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 19th day of September, 2022.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox

City Clerk

(SEAL)

Ordinance No. 22-019
Amending Chapter 103, Article IX, Section 103-343
“Clean and Safe Community Initiative”

HISTORY

- The CSI program was initiated in 2017 to address unsafe conditions that adversely affect the life, health and safety of the community.
- As the program has progressed, it has been amended to include all nuisance abatement issues.
- Adequate funding has been collected and the new foreclosure process has enabled this program, as it relates to nuisance abatement, to be considered “self-funding”.

CURRENT NEEDS

- In March 2022, the St. Lucie County Animal Control cancelled its contract with the Sunrise Humane Society, leaving a funding deficit to be addressed.
- As animal control and animal welfare are directly tied to the life, health and safety of the community, funding is eligible under the CSI program.
- The ordinance is being amended to allow the specific programs covered by the CSI fund be addressed by resolution.
- The ordinance still requires a sunset date so that no program may continue indefinitely, without review by the City Commission.

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.
Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :
08/26/2022

Dana Kanitz

Subscribed and sworn to before on August 26, 2022:

Kathleen Allen

Notary, State of WI, County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost: $115.44
Ad No: 0005369570
Customer No: 1309463
PO #: 22-019 CSI Chapter 103

# of Affidavits: 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Tuesday, September 6, 2022 and Monday, September 19, 2022, at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 22- 019 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, ARTICLE IX, SECTION 103-343 "CLEAN AND SAFE COMMUNITY INITIATIVE"; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub: 08/26/22 TCN5369570

City Commission Meeting & Budget Hearing - 5:05 pm **13. b.**

Meeting Date: 09/06/2022

Re: Hillpointe Residential-FLUMA- 2102 & 2151 S Jenkins Rd- 2313-800-0002-000-7 and 2313-800-0004-000-1

SUBJECT:

Legislative Hearing - Ordinance 22-022 - Review and approval of an application of a Future Land Use Map Amendment submitted by property owner Brent Moody of the Freedom Roads Property Company, LLC and applicant Alejandro Toro of the Engineering Design & Construction, Inc, to change the Future Land Use from General Commercial, GC to High Density Residential, RH at 2101 and 2151 S Jenkins Road Fort Pierce, fl 34947. Parcel IDs: 2313-800-0002-000-7 and 2313-800-0004-000-1. FIRST READING

SUMMARY:

- In accordance with Sections 125-37 and 125-133 of the City Code, the applicant is requesting the review and approval of a FLUMA from GC, General Commercial, to RH, High Density Residential.
- The 17.25-acre subject property is surrounded by properties with the Future Land Use of General Commercial (GC), High Density Residential (RH) and Low Density Residential.
- The following standards must be satisfied per Section 125-136 of the City Code prior to the approval of the requested amendment:
  (1) The amendment is consistent with the Comprehensive Plan.
  (2) The amendment will not have an adverse effect on the ability of the City to:
  a. Satisfy land and water use needs; and
  b. Meet transportation demands and provide community facilities and services.
  (3) The amendment will promote and protect the public health, safety, and general welfare.

RECOMMENDATION:

The requested Application for Future Land Use Map Amendment meets the criteria specified in Section 125-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends APPROVAL of the proposed FLUMA from GC, General Commercial, to RH, High Density Residential.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Ryan Altizer, Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report & Supporting Documents
Application Packet & Supporting Documents
Public Notice Certification
Ordinance 22-022
Staff Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Ryan Altizer	08/25/2022 12:52 PM
City Manager	Nick Mimms	08/31/2022 09:57 AM

Form Started By: Ryan Altizer Started On: 08/25/2022 10:40 AM
Final Approval Date: 08/31/2022

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms. P.E., ICMA-CM, City Manager

THROUGH: Kevin Freemen, Planning Director

FROM: Ryan Altizer, Planner

RE: **Hillpointe Residential- FLUMA- 22-06000002 2101 & 2151 S Jenkins Road**

BOARD DATE: September 6, 2022

STAFF REPORT

Owner: Brent Moody; FreedomRoads Property Company, LLC
250 Parkway Drive, Suite 270
Lincolnshire, IL 60069

Representative: Alejandro Toro; Engineering Design & Construction, Inc
100 N US Highway 1
Fort Pierce, FL 34950

Applicant's Request: Approval of a Rezoning from C-3, General Commercial, to R-5, High Density Residential, and a FLUMA from GC, General Commercial, to RH, High Density Residential.

Location(s): 2101 & 2151 S Jenkins RD

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

Future Land Use: General Commercial (GC)

Current Zoning: General Commercial (C-3)

Surrounding FLU:

North	East	South	West
RL (FP)	RH (FP)	RL (FP)	GC (FP)

Surrounding Zoning:

North	East	South	West
C-1 (FP)	R-5 (FP)	AR-1 (FP)	C-3 (FP)

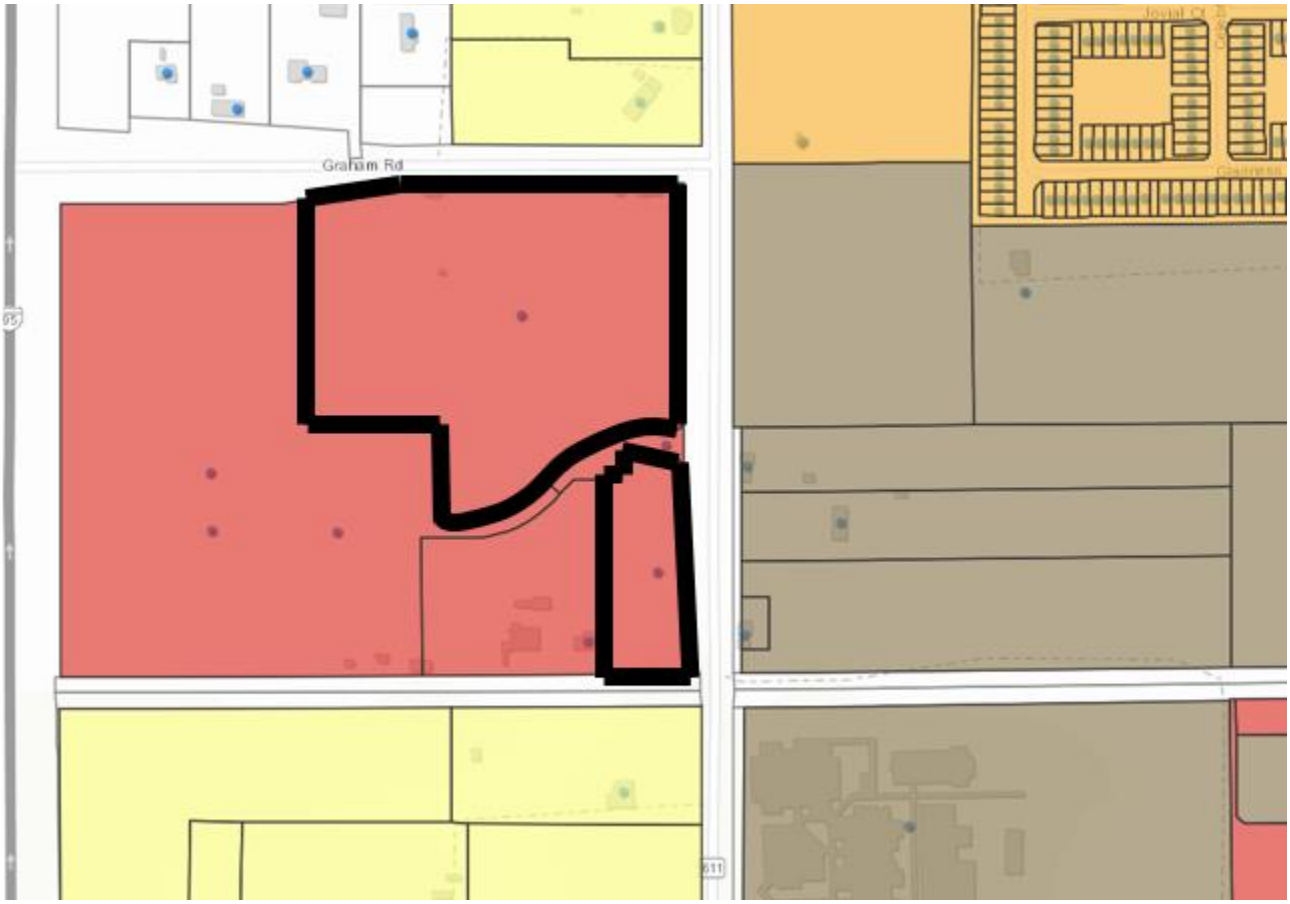
Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-37 and 125-133 of the City Code, the applicant is requesting the review and approval of a FLUMA from GC, General Commercial, to RH, High Density Residential.

As displayed on the map below, the 17.25-acre subject property is surrounded by properties with the Future Land Use of General Commercial (GC), High Density Residential (RH) and Low Density Residential.



FLUMA Map

Future Land Use Designation Comparison

The subject property currently has a Future Land Use of General Commercial (GC) and a Zoning designation that is General Commercial (C-3). The General Commercial (GC) Future Land Use is intended to provide 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.

The Requested Future Land Use of High Density Residential (RH) 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. This category allows multifamily dwellings including apartments, 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.

Site Area: 17.25 Acres (+/- 751,410 sq.ft.)

Maximum buildout potential (Commercial)
Existing: Commercial (GC) Future Land Use allows a FAR of 1.0, which allows for +/- 751,410 sq.ft. of commercial
Proposed: High Density Residential Future Land Use does not allow stand-alone commercial uses, therefore any allowed commercial floorspace will be de-minis.

Maximum buildout potential (Residential)
Existing: Commercial (GC) Future Land Use allows a maximum residential density of 15 dwelling units per acre, which would allow a maximum of 258 residential units.
Proposed: The City's High Density Residential Future Land Use allows a maximum residential density of 18 dwelling units per acre, which would allow a maximum of 310 residential units.

The Proposed FLU designation is considered to be suitable, having examined the character of the property, its topography, soils, and natural resources and other relevant factors. (F.S. 163.3177 6(a) 8.)

Standards for Review

Pursuant to Article IX, City Code of Ordinances, a proposed change of district or text may be initiated by the city commission, the city planning board or by petition of one or more of the property owners or affected residents within the area proposed to be changed or affected by a change in the district map or text.

The following standards must be satisfied per Section 125-136 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the Comprehensive Plan.
(2) The amendment will not have an adverse effect on the ability of the City to:
    a. Satisfy land and water use needs; and
    b. Meet transportation demands and provide community facilities and services.
(3) The amendment will promote and protect the public health, safety, and general welfare.

The proposed amendment is consistent with and furthers the Goals, Objectives, and Policies of the City's Comprehensive Plan. The Zoning Atlas Map Amendment promotes and protects the public health, safety, and general welfare as the request as proposed is in character and similar with the surrounding area, land uses and zoning designations

Technical Review Committee

All affected City and County Departments have reviewed the proposed Future Land Use Map and there were no comments from the TRC.

Planning Board Recommendation

The Planning Board, at their meeting on July 13th, 2022, voted unanimously to recommend Approval of the request.

Staff Recommendation Future Land Use Map Amendment

The requested Application for Future Land Use Map Amendment meets the criteria specified in Section 125-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends APPROVAL of the proposed FLUMA from GC, General Commercial, to RH, High Density Residential.

Hillpointe, LLC
1031 W. Morse Boulevard, Suite 240
Winter Park, FL 32789

AGENT CONSENT FORM

Project Name: Hillpointe Residential – 2101 & 2151 S. Jenkins Road

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

BEFORE ME THIS DAY PERSONALLY APPEARED Brent Moody, 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 10th day of May, 2022, by Brent Moody, as President of FreedomRoads Property Company, LLC (Name of Person Acknowledging) who is personally known to me or who has produced NA (type of identification) as identification and who ~~did~~ (did not) take an oath.

Mauricio Rodriguez
Notary Signature

Mauricio Rodriguez
Printed Name of Notary

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26
(Notary Seal)

2/16/26
My commission expires

Owner's Signature

Brent Moody, as President of FreedomRoads Property Company, LLC
Owner's Name

250 Parkway Drive, Suite 270
Street Address

Lincolnshire, IL 60069
City, State, Zip

mauricio.rodriguez@campingworld.com
Telephone / Email

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Application for Future Land Use Map Amendment

☒ Future Land Use Map Amendment – Large Scale (>10 acres)

☐ Future Land Use Map Amendment – Small Scale (<10 acres)

In accordance with Chapter 163.3187, Florida Statutes, The City of Fort Pierce will consider applications for land use changes on parcels in excess of 10 aces ("Large Scale Amendments") only twice each calendar year. The City Commission will consider applications for land use changes on parcels less than or equal to 10 acres with a maximum density of 10 units per acres or less at any time during the calendar year. You are encouraged to schedule a pre-application meeting with the planning staff and to submit your application up to three months in advance of the application deadline.

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☒ Warranty Deed & Legal Description
- ☒ St. Lucie County Property Record Card
- ☒ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☒ Current Survey
- ☒ Environmental Study
- ☐ Traffic Impact Report
- ☒ *** Capacity Analysis-Separate Form
- ☒ Drainage Analysis
- ☒ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 2101 & 2151 S. Jenkins Road
2. Property Tax ID(s): 2313-800-0002-000-7 & 2313-800-0004-000-1
3. Total Acreage: 17.25 Acres
4. Existing Future Land Use Designation: General Commercial (GC)
5. Existing Zoning Classification: General Commercial Zone(C-3)
6. Proposed Zoning Classification: High-Density Residential Zone (R-5)
7. Other applications being submitted concurrent with this application, if any: Application for Zoning Atlas Map Amendment
8. Describe the existing uses, improvements and structures on the amendment lands: The subject parcels are currently vacant with no improvements or structures
9. Are there any identified or possible historical structures on the amendment lands? No
10. The reason for making this request: To allow for high density residential units exceeding 20% of GFA

11. Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
Proposed	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people	0	17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning Enrollment Demand	76.29	178.02
Proposed Zoning Enrollment Demand	74.52	173.88
Change in Demand	Decrease 1.77	Decrease 4.14

E. Solid Waste:
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	751,410 x 0.05 per sf = 37,571cy
Proposed Zoning	252 d/u x 0.47 cy per du = 118.44 cy
Change in Demand	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

G. Transportation Analysis:
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	LU Code 842 - 4,901	833/755
Proposed Zoning	LU Code 222 - 1,144	84/101
Change in Demand	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

12. Name of Owner(s): Brent Moody, PE ; Freedom Roads Property Company, LLC
Mailing Address: 250 Parkway Drive, Suite 270
City Lincolnshire State Illinois Zip 60069
Phone #
E-mail: mauricio.rodriguez@campingworld.com

13. Name of Applicant: Nick Everly; Hillpointe, LLC
Mailing Address: 1031 W. Morse Boulevard, Suite 240
City Winter Park State Florida Zip 32789
Phone # 1-303-656-8506 Fax #
E-mail: neverly@hillpointe.com

14. Name of Representative: Alejandro Toro ; Engineering Design & Construction, Inc
Mailing Address: 10250 SW Village Parkway
City Port St. Lucie State Florida Zip 34987
Phone # 772-462-2455 Fax #
E-mail: alejandrotoro@edc-inc.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☐ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

05/11/22

Applicant's Signature Date

1031 W Morse Blvd, Ste 240

Address State FL 32789 Zip

303-656-8506 neverly@hillpointe.com

Phone Fax E-mail Address

16. Property Owners 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 for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

FreedomRoads Property Company, LLC

Property Owner's Name (Please Print) Phone

250 Parkway Dr, Ste 270 IL 60069

Address State Zip

, President 5/11/22

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 11th day of May, 2022, by Brent Moody who is personally known to me or has produced NA as identification.

Signature of Notary (seal)

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26

OFFICE USE:

DATE RECEIVED: Signed:

File Number: Check No: Receipt No:

TRC Review: Planning Board Review: City Commission:

Ordinance No: Date Approved:

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4606311 OR BOOK 4309 PAGE 826, Recorded 08/15/2019 03:48:00 PM Doc Tax $3675.00

This Instrument Prepared By:
Dennis G. Corrick, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification Nos.:
2313-800-0002-000-7
2313-800-0004-000-1
2324-112-0000-000-5
2324-124-0002-000-6

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 13th day of August, 2019, by **STRUCTURED REA – FT. PIERCE, LLC**, an Arizona limited liability company, authorized to transact business in Florida, document number M17000003591, whose address is 2025 N. Third Street, Suite 200, Phoenix, Arizona 85004 ("**Grantor**"), to **FREEDOMROADS PROPERTY COMPANY, LLC**, a Minnesota limited liability company, whose address is 250 Parkway Drive, Suite 270, Lincolnshire, Illinois 60069 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, 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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

This conveyance is subject to taxes accruing subsequent to December 31, 2018, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: David W. Gigger

Linda M. Briglia
Print Name: Linda M. Briglia

GRANTOR:

STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company

By: STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, its Manager

By: Stephen Doyle
Stephen Doyle, Manager

STATE OF Florida
COUNTY OF St. Lucie

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of August, 2019, by STEPHEN DOYLE, as Manager of STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, as the Manager of STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company. Said person (check one) ☑ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Linda M. Briglia
Print Name: Linda M. Briglia
Notary Public, State of Florida
Commission No.: FF899597
My Commission Expires: 9/1/19

{Notary Stamp}

LINDA M BRIGLIA
Commission # FF 899597
Expires September 1, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"

Legal Description

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 7, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

AND THE FOLLOWING PARCELS:

PARCEL 5: (6133 TEDDER ROAD - TAX ID 2324-112-0000-000-5)

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE NORTH 40.5 FEET THEREOF, ALL LOCATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS;

PARCEL 6: (ADDRESS TBD ON TEDDER ROAD - TAX ID 2324-124-0002-000.6)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS ROAD RIGHTS-OF-WAY AND DRAINAGE CANALS. ALSO LESS A TRIANGULAR PARCEL IN THE NORTHEAST CORNER BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN SOUTH ALONG THE EAST LINE 15 FEET; THENCE RUN NORTHWESTERLY TO THE NORTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 TO A POINT 15 FEET WEST OF THE POINT OF BEGINNING; THENCE RUN EAST 15 FEET TO THE POINT OF BEGINNING.

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

Property Identification

Site Address: 2101 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0002-000-7
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185066
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069

Legal Description

CAMPING WORLD (PB 80-7) TRACT 1



Current Values

Just/Market Value:	$645,800
Assessed Value:	$645,800
Exemptions:	$0
Taxable Value:	$645,800

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	14.83
Land Size (SF):	645,777

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured REA-FT Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$645,800
Just/Market:	$645,800
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$645,800
Exemption(s):	$0
Taxable:	$645,800

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	14.825	North St. Lucie Water Management District	$303.91

Start Year	AssessCode	Units	Description	Amount
2019	0041	40.3	Fort Pierce Stormwater Charge	$2,780.70

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$645,800	$645,800	$0	$645,800
2020	$645,800	$645,800	$0	$645,800
2019	$645,800	$645,800	$0	$645,800

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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

Property Identification

Site Address: 2151 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0004-000-1
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185068
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069



Legal Description

CAMPING WORLD (PB 80-7) TRACT 3

Current Values

Just/Market Value:	$105,900
Assessed Value:	$105,900
Exemptions:	$0
Taxable Value:	$105,900

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.43
Land Size (SF):	105,894

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured Rea Ft Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$105,900
Just/Market:	$105,900
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$105,900
Exemption(s):	$0
Taxable:	$105,900

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	2.431	North St. Lucie Water Management District	$49.84

Start Year	AssessCode	Units	Description	Amount
2020	0041	6.6	Fort Pierce Stormwater Charge	$455.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$105,900	$105,900	$0	$105,900
2020	$105,900	$105,900	$0	$105,900
2019	$105,900	$105,900	$0	$105,900

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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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LEGAL DESCRIPTION

Hillpointe Residential – South Jenkins Road

2101 & 2151 South Jenkins Road

PARCEL ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA,

AND DESCRIBED AS FOLLOWS:

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80,

PAGE 7 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

April 25, 2022

Hillpointe LLC
Attn: Nicholas Everly

VIA Email: klee@hillpointe.com and neverly@hillpointe.com

Reference: **Environmental Assessment**
2151 & 2101 S Jenkins Road
Fort Pierce, Florida
Parcel ID # 2313-800-0002-000-7 and 2313-800-0004-000-1

Dear Mr. Everly,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced property. The purpose of this evaluation was to conduct a review of the above listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulations pertaining to this parcel.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to the City of Fort Pierce land developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

Madison Quinones, BS, FWC AGTA, AWB®
Wildlife Biologist | Project Scientist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

Parcel ID: 2313-800-0002-000-7 and 2313-800-0004-000-1
2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Date: April 25, 2022
Project # 22-154

Prepared For:
Hillpointe LLC
Attn: Nicholas Everly
Email: klee@hillpointe.com and neverly@hillpointe.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida. The subject property is further located within Section 13, Township 35 South, and Range 39 East.

This environmental assessment was completed as a precursor to permitting and review by governmental agencies as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on April 20, 2022 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The subject property consisted of mowed grass (southern tax parcel) and a fallow grove (northern tax parcel) comprised predominantly of exotic vegetation. The upland habitat associations were determined via onsite analysis and classified according to the Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC). The CLC incorporates classifications used by FWC, Florida Natural Areas Inventory (FNAI), and Florida's water management districts. The following CLC codes were identified onsite; 214 – fallow grove and 1810 – mowed grass. Please refer to the attached Florida CLC Map for the approximate location of the habitat(s) delineated onsite.

It is important to note that there is native vegetation present, but the native vegetation does not have significant associations and is therefore not considered to be native habitat.

Common Name	Species Name
Cabbage Palm	*Sabal Palmetto*
Laurel Oak	*Quercus laurifolia*
Dwarf Palmetto	*Sabal minor*
Flatsedge	*Cyperus spp.*
Saltbush	*Baccharis halimifolia*
Grassleaf Rush	*Juncus marginatus*
Brazilian Pepper**	*Schinus terebinthifolia*
Caesar's Weed**	*Urena lobata*
Cogon Grass**	*Imperata cylindrica*
Giant Reed**	*Arundo donax*
Torpedo Grass**	*Panicum repens*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

Table 1: This table lists a representative sample of vegetative species observed during the site visit.

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no State jurisdictional wetlands on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. None of these components were found during the field reconnaissance on the property.

An agricultural ditch is located on the northern tax parcel. According to State rules, this area is classified as "other surface waters" (OSW). OSWs are surface waters that are not identified as wetlands. Please refer to the attached Florida CLC Map for the approximate location of the OSW.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No gopher tortoises, their burrows, or habitat were identified onsite. No other state or federally listed plant/animal species or their habitat(s) were observed on site.

Due to there being no native upland habitat or wetlands located on site, historical and continued anthropogenic disturbance (agricultural, clearing, mowing, etc.), and no connection to any adjoining significant native habitats, it is unlikely that any listed animal/plant species is located onsite.

SOIL COMPOSITION:

Based on a review of the U.S. Department of Agriculture (USDA) Web Soil Survey the site is composed of the following soil series:

Hilolo loamy sand, 0-2% slopes – Hilolo sand is fine-loamy, silicious, poorly drained and slowly permeable soil. These soils are found in dense palm hammocks and along the borders of sloughs and depressional areas. The surface layer is fine sand to a depth of eight inches. The water table is at a depth of less than 10 inches for 2 to 4 months in most years. Natural vegetation is cabbage palm, water oak, longleaf pine and slash pine with an understory of wax myrtle, saw palmetto and inkberry. Citrus crops are well suited for this soil. The soil has high potential for dwellings without basements, small commercial buildings and roads. Water control measures are necessary to overcome excessive wetness.

Wabasso sand, 0-2% slopes – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The surface layer is sand about 8 inches thick. The upper 4 inches is black and the lower 4 inches is dark grey. The water table is typically at a depth of less than 10 inches for 1 to 4 months during the wet season, and at a depth of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, running oak, inkberry and fetterbush. Common grasses are threeawn and bluestem. The soil has severe limitations for cultivated crops and citrus due to wetness. The soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

Winder loamy sand – This is a poorly drained, nearly level soil found in hammocks and along drainage ways. The surface layer typically is black loamy sand that is 6 inches thick. The water table is within a depth of 10 inches of the surface for 2 to 4 months and between a depth of 10 to 40 inches for most of the rest of the year. The natural vegetation associated with this soil type includes cabbage palm, willow oak, scattered long leaf and slash pine and an understory of wax

myrtle and saw palmetto. This soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

SITE HISTORY:

According to the earliest available Google Earth aerial photographs, the subject property has been used as a grove from 1994 until around 2006 when the grove appeared to be out of production. At this time the grove appeared to have been cleared and was left to be claimed by exotic vegetation overtime. The southern tax parcel was cleared in 2019.

CITY OF FORT PIERCE REGULATIONS:

The following lists the City of Fort Pierce Code of Ordinances that apply to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

Section 123-64: *No person shall remove a protected tree situated within the city, without first obtaining a tree removal permit. Protected trees include any native tree with at least 14 inches in diameter (DBH), except for palms which have a minimum clear trunk of ten feet (**Sec. 123-66**).*

It is the opinion of EDC that trees meeting the protected trees criteria were observed onsite. Therefore, a tree survey is required prior to the submittal of a tree removal permit and land clearing permit.

SUMMARY:

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida.

It is the professional opinion of EDC that no native upland habitat or wetlands are located onsite. In addition, no listed animal or plant species or their habitat(s) were located onsite. Lastly, trees meeting the protected tree criteria were observed onsite. A tree survey will be required prior to the submittal of a tree removal permit and land clearing permit.

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

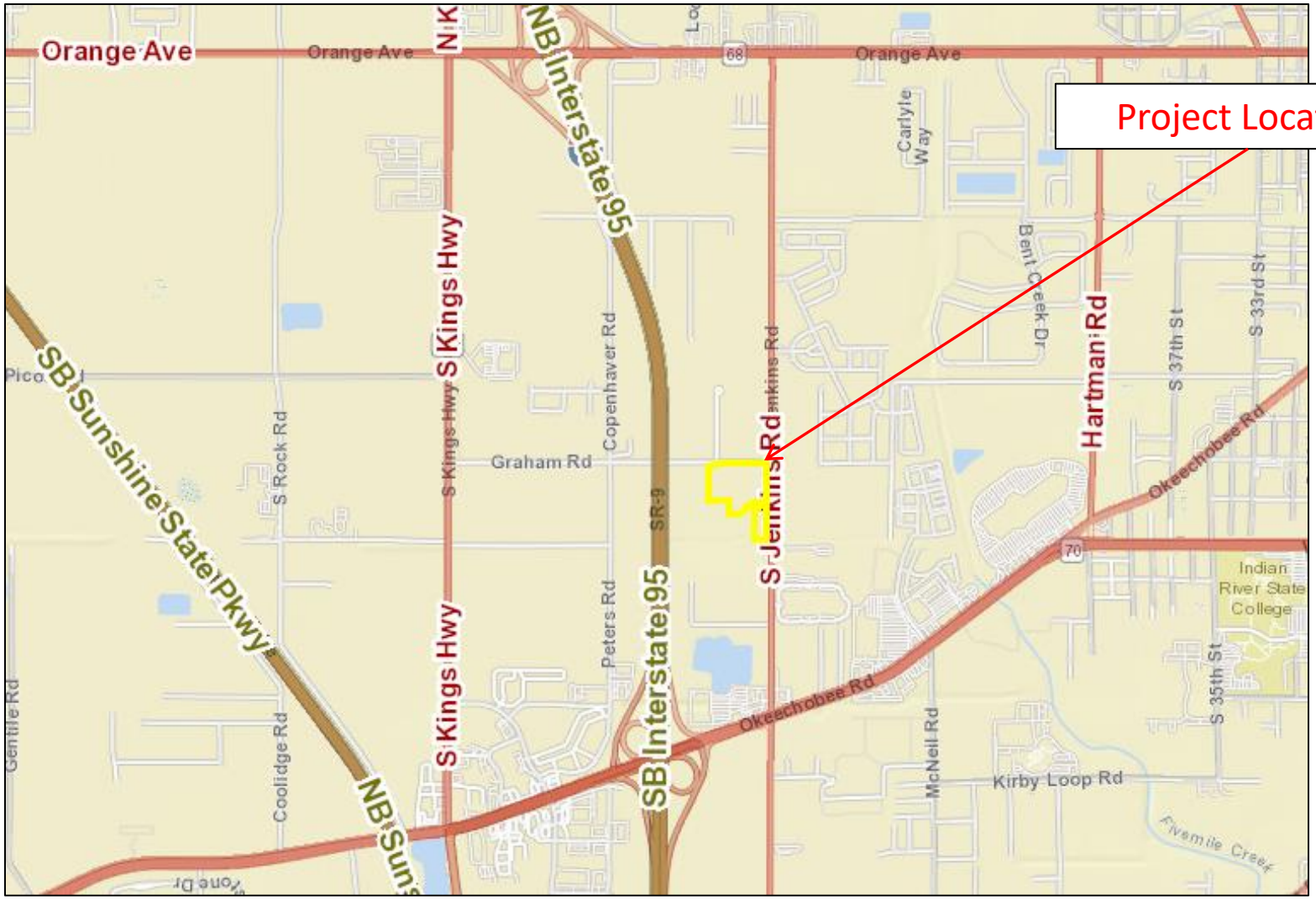
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Location Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

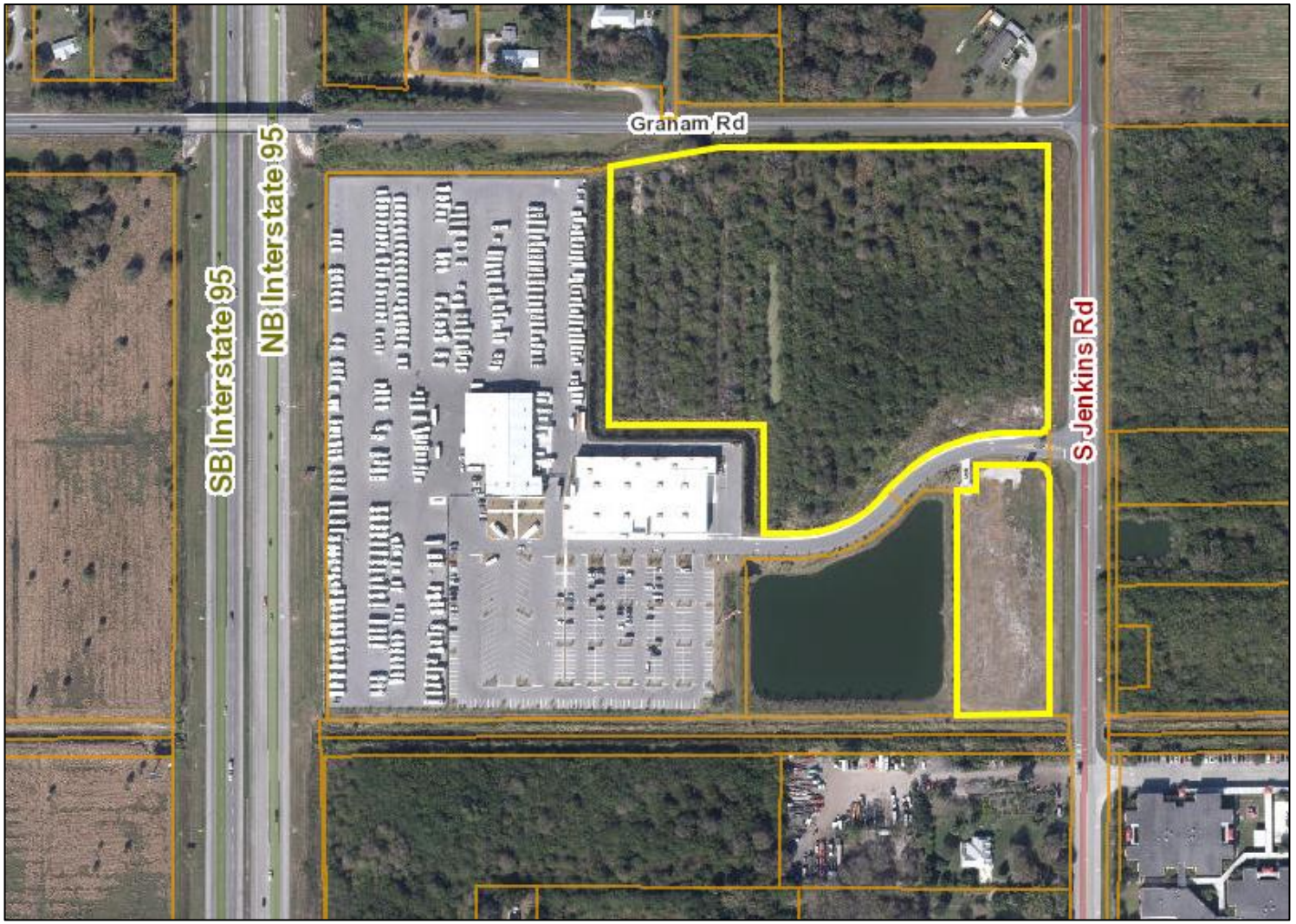
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Property Appraiser Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

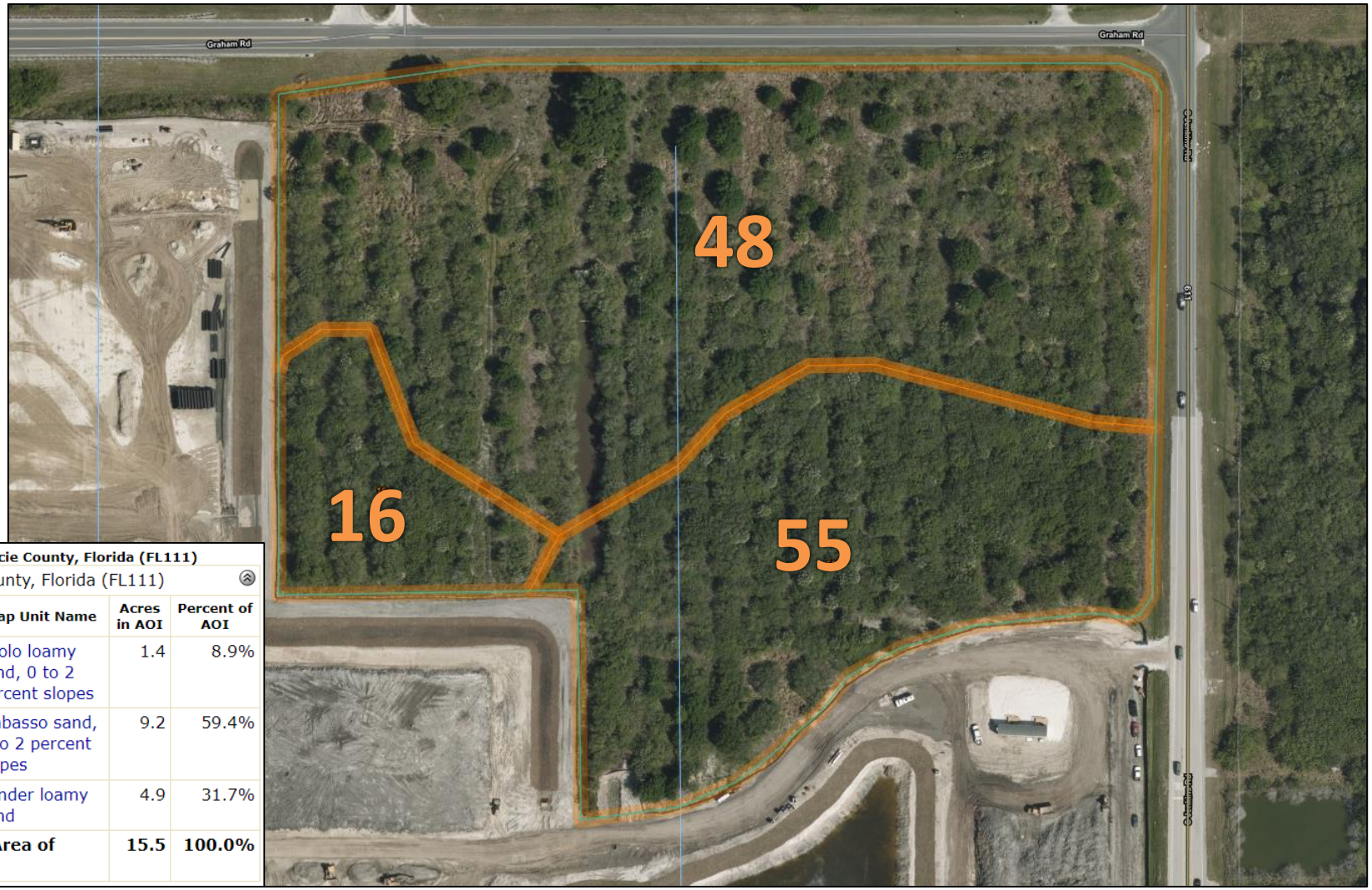
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey North Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
16	Hilolo loamy sand, 0 to 2 percent slopes	1.4	8.9%
48	Wabasso sand, 0 to 2 percent slopes	9.2	59.4%
55	Winder loamy sand	4.9	31.7%
Totals for Area of Interest		**15.5**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey South Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
55	Winder loamy sand	2.7	100.0%
Totals for Area of Interest		**2.7**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

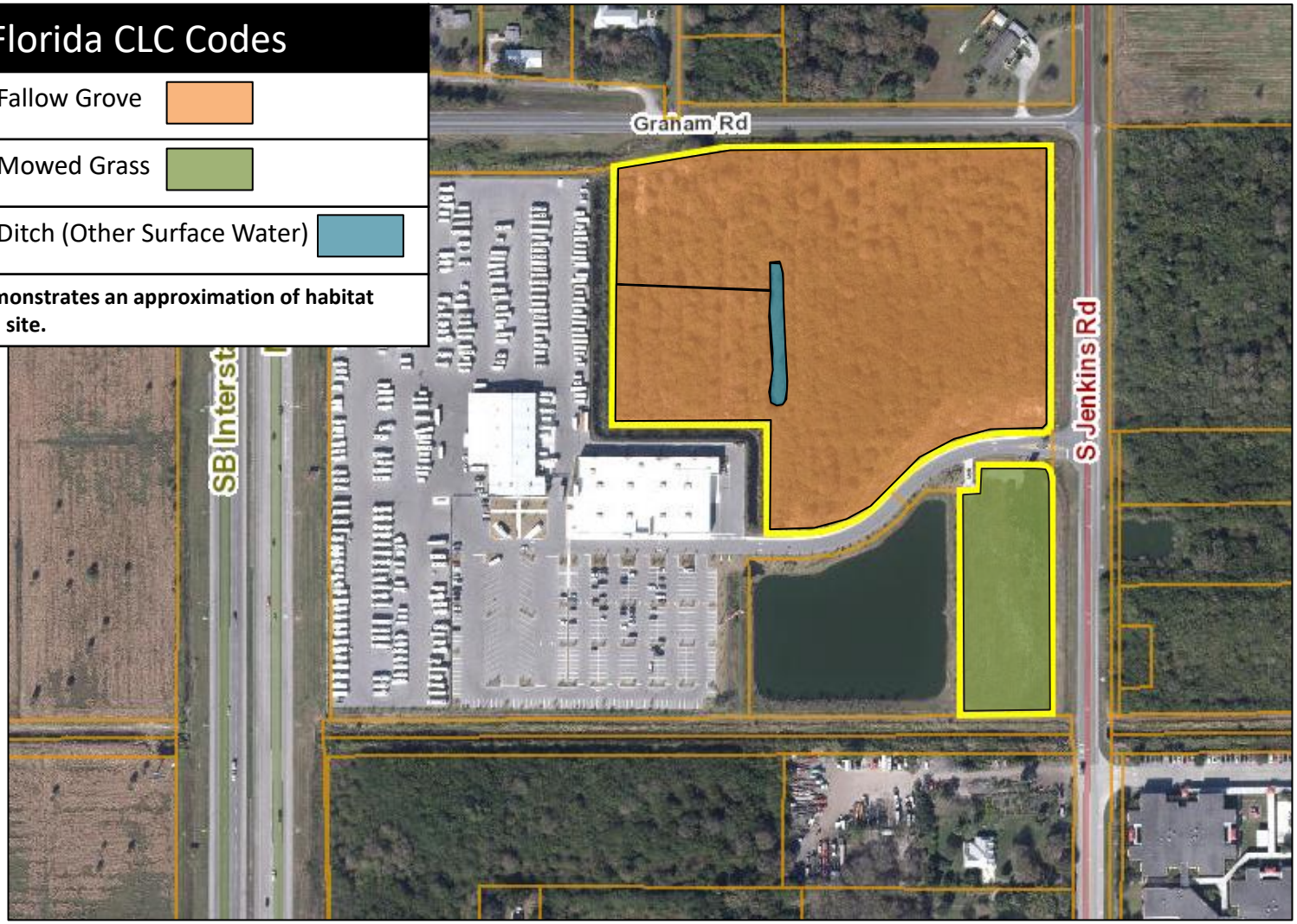
Florida Cooperative Land Cover (CLC) Map

Project: 22-154	Hillpointe LLC	04/25/2022

N

Florida CLC Codes	
214	Fallow Grove
1810	Mowed Grass
4220	Ditch (Other Surface Water)

***This map demonstrates an approximation of habitat boundaries on site.**



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Google Earth 1994 Aerial Image

Project: 22-154	Hillpointe LLC	04/25/2022

N



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
****Proposed**	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people	0	17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning/FLU Enrollment Demand	76.29	178.02
****Proposed Zoning/FLU Enrollment Demand**	74.52	173.88
****Change in Demand**	Decrease 1.77	Decrease 4.14

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	751,410 x 0.05 per sf = 37,571cy
****Proposed Zoning/FLU**	252 d/u x 0.47 cy per du = 118.44 cy
***Change in Demand**	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

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	LU Code 842 - 4,901	833/755
****Proposed Zoning/FLU**	LU Code 222 - 1,144	84/101
***Change in Demand**	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

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: 252		Single Family: N/A		Multifamily: 252	
	Non-residential (square footage): N/A				
	Mixed-use (describe use): N/A				
(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	I	252	17.25	01/2023	01/2025
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
N/A					
N/A					
N/A					
N/A					
N/A					

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? _____

2. What is the current use of the structure to be demolished or re-used? _____

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:

** Complete section if requesting a change in zoning, future land use, or expanding

PROJECT NARRARTIVE & JUSTIFICATION STATEMENT
HILLPOINTE, LLC – RESIDENTIAL
Future Land Use & Zoning Atlas Map Amendment
May 12, 2022

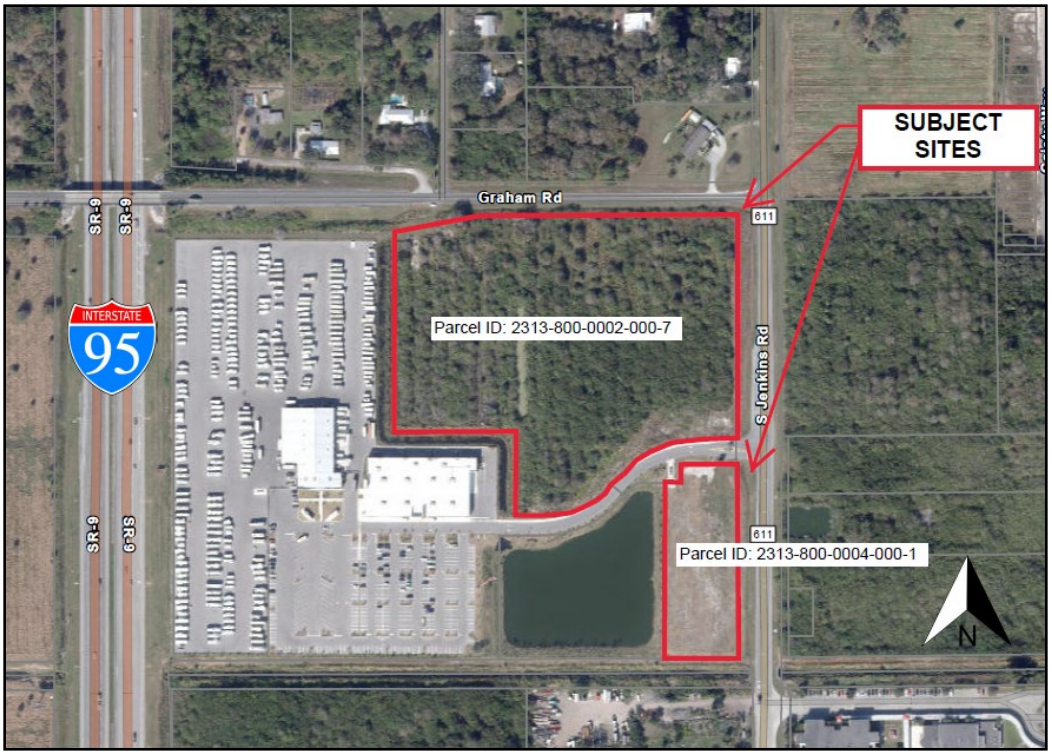
REQUEST

On behalf of the petitioner, Engineering Design & Construction, Inc. is requesting approval of a Future Land Use and Zoning Atlas Map Amendment for two (2) parcels located on the southwest corner of Graham Road and South Jenkins Road in Fort Pierce, Florida. The applicant is requesting to change the Future Land Use from General Commercial (GC) to High Density Residential (RH) and rezone the properties from General Commercial (C-3) Zoning district to High Density Residential (R-5) Zoning district.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject properties are located at the southwest corner of Graham Road and South Jenkins Road in Fort Pierce Florida. The following table identifies the parcels associated with this request.

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning	Proposed FLU	Proposed Zoning
2313-800-0002-000-7	2101 S. Jenkins Road	14.82	GC	C-3	RH	R-5
2313-800-0004-000-1	2151 S. Jenkins Road	2.43	GC	C-3	RH	R-5
	TOTAL ACRES:	**17.25**				



On Monday, August 20, 2018, the City Commission adopted ordinance numbers 18-017 and 18-018, approving a Future Land Use and Zoning amendments for five (5) parcels located at 2191 S. Jenkins Road to allow for three developments of a project known as Camping World.

The petitioner is requesting approval to change the existing Future Land Use designation and Zoning district for two (2) of the original parcels.

To the north of the property lies the right-of-way of Graham Road. Graham Road has a right of way (ROW) width that varies from 93 feet along the eastern portion of the northern property line and a ROW width of 181 feet along the western portion of the northern property line. There are three (3) properties to the north of Graham Road. The eastern most 3.47-acre property has a Future Land Use (FLU) designation of Low Density Residential (RL) and is located in the Office Commercial (C-1) Zoning District. This property is currently developed with a single-family house. The middle .77-acre property and the westernmost property lie in the St. Lucie County Jurisdiction and have a FLU designation of Residential Urban (RU) and are located in the Residential, Single Family -2 (RS-2) zoning district. The middle property is currently vacant and the western property consists of a single-family house.

To the south of the subject property lies the North Saint Lucie River Water Control District (NSLRWCD) Canal No.38 followed by two parcels with a Future Land Use of Low Density Residential (RL). The south eastern 4.18-acre parcel consists of an outdoor storage area and lies in the AR-1 Zoning District. The south western 9.120-acre parcel is currently vacant and lies in the Planned Development (PD) Zoning District.

To the west of the subject property lies the Camping World and Gander Mountain commercial facility. This site has a Future Land Use Designation of General Commercial (GC) and is located in the General Commercial Zone (C-3) Zoning district.

To the east of the subject property lies the right-of-way of South Jenkins Road. South Jenkins Road is an urban minor arterial road with an ultimate right of way (ROW) width of 160 feet. There are five (5) vacant parcels across this road. These vacant lots have a Future Land Use Designation of High Density Residential (RH) and are located in the High Density Residential (R-5) Zoning District.

The Figures below illustrate the existing and proposed Future Land Use and Zoning designations for each parcel associated with this application.



Figure 1: Existing FLU vs Proposed FLU

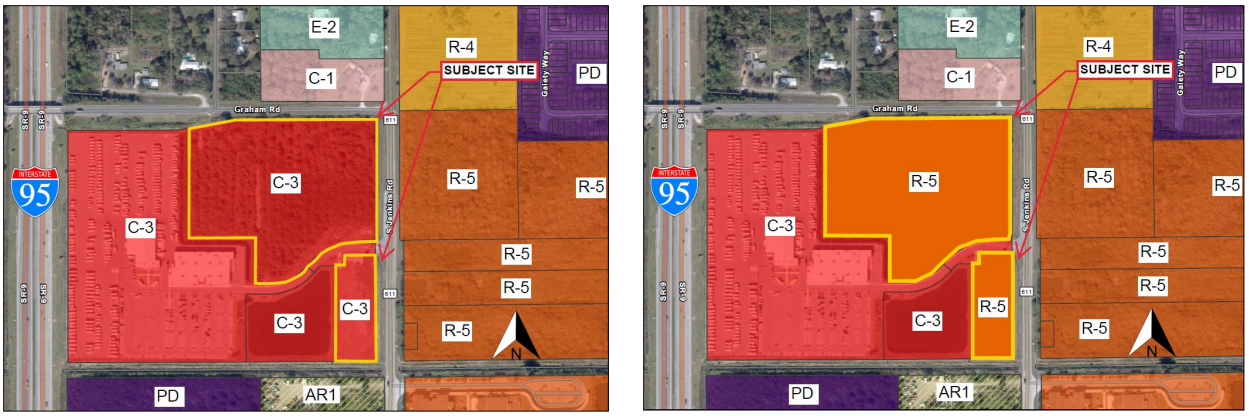


Figure 2: Existing Zoning vs Proposed Zoning

NEED FOR FUTURE LAND USE AND ZONING ADMENDMENT

The subject properties currently have a Future Land Use of General Commercial (GC). Per Policy 1.1.6 (B) of the Fort Pierce Comprehensive Plan, the General Commercial (GC) Future Land Use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. However, this FLU may only allow residential uses with the condition that these uses comprise up to 20% of the total floor area of the General Commercial (GC) Future Land Use Designation.

The applicant wishes to develop multifamily dwellings on the entire site. In order to develop the properties as desired by the applicant, the properties will require a change of the Future Land Use designation to High Density Residential (RH) and Rezone to High Density Residential (R-5).

The High Density Residential (RH) designation 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. This category allows multifamily dwellings including apartments, condominiums and townhomes.

It is the professional opinion of EDC that changing the Future Land Use designation to High Density Residential (RH) and rezoning to High Density Residential (R-5) is consistent with the neighborhood character. Within ½ mile of the subject properties lie nine (9) parcels with a FLU of RH and a R-5 Zoning designation. five (5) of these parcels lie across the street from the subject properties.

Based on the capacity analysis included with this application, there is capacity in the area for water, wastewater, transportation systems, and schools. A K-8 school is within 0.23 miles of the site. within 2.03 miles lies Fort Pierce Westwood High School.

As part of the previous Camping World development, a 40-foot right-of-way dedication was given on the western property line in anticipation for future development.

The is an existing stub out located to south of the north property for future sewer connections well as an existing 12-inch PVC water main runs adjacent to the south side of the northern property that will be utilized to supply the project with potable water.

The existing lake south of the subject site will be expanded to serve the proposed project for stormwater retention. Ultimate outfall is available via NSLRWCD Canal No. 38 located to the south of the subject site.

Based on the above and attached information, the applicant respectfully requests approval of this application. If you have any questions regarding his application, the attached documents, or the project, please contact our office.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

Alejandro Toro
Planner

Z:\EDC-2022\22-154 - Hillpointe LLC - Camping World Outparcels\ENGINEERING\Documents\Submittal Documents\Justification Statement\2022-05-12_Hillpointe_FLU_Amendment_Justification_Statement_22-154.docx

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

May 11, 2022

Alejandro Toro
Planner l Planning Division
ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL
10250 SW Village Parkway – Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

In response to your request on May 11, 2022, the Florida Master Site File lists no cultural resources recorded at 2151 & 2101 S Jenkins Rd Fort Pierce, FL 34647, Florida.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com.**

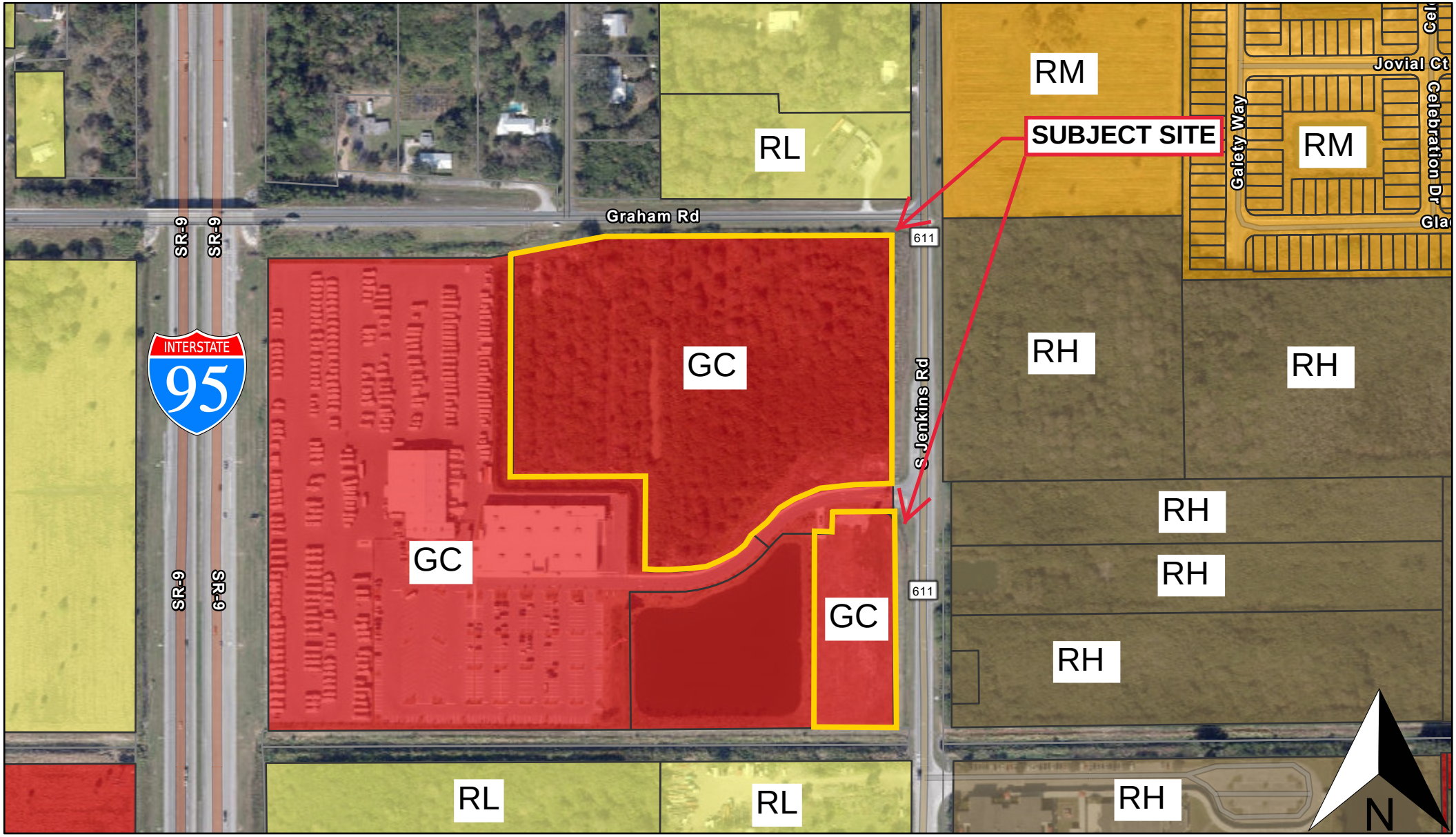
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com


subject property
Jenkins Road
Canal No. 37
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Existing Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

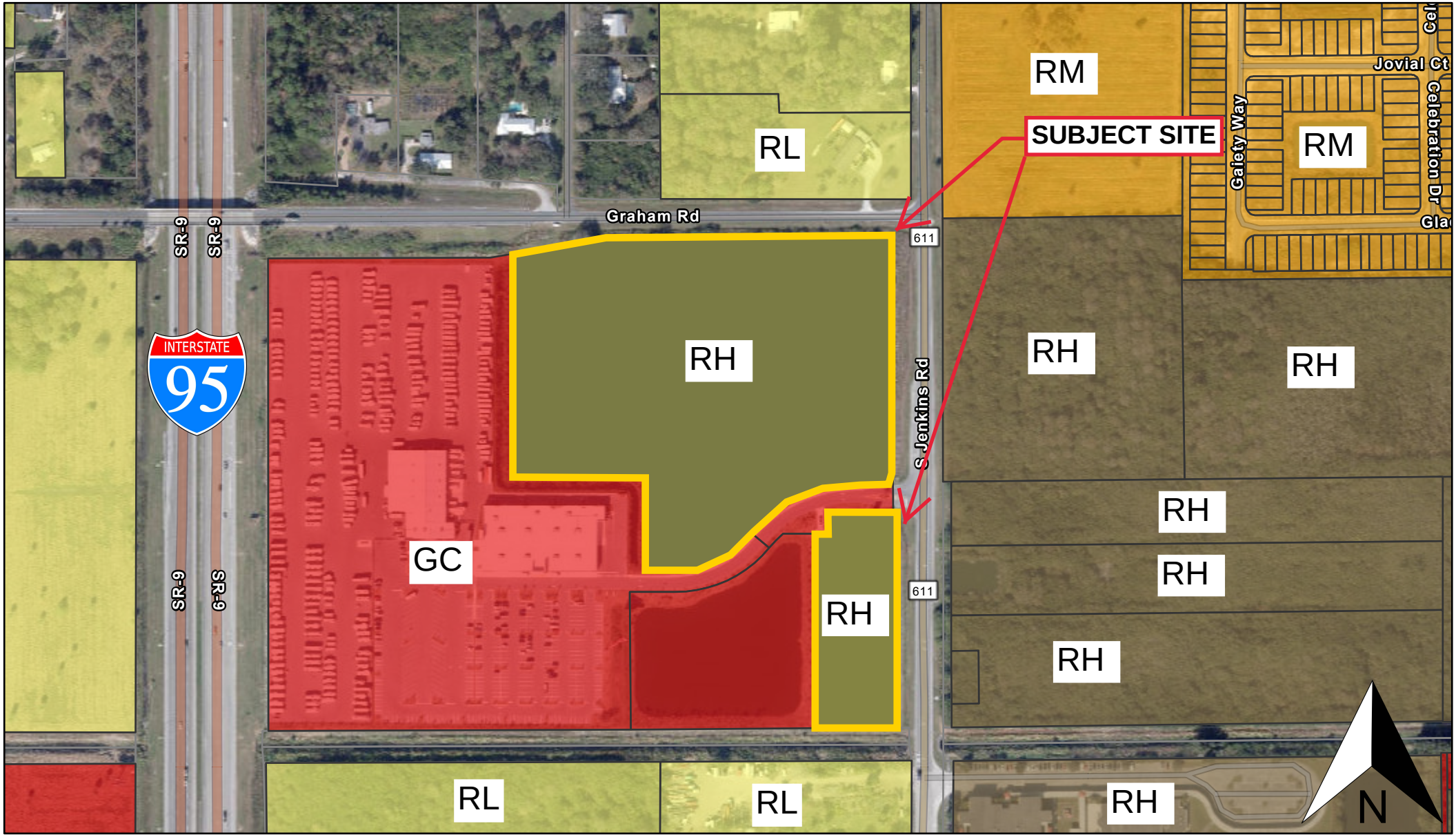
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Proposed Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

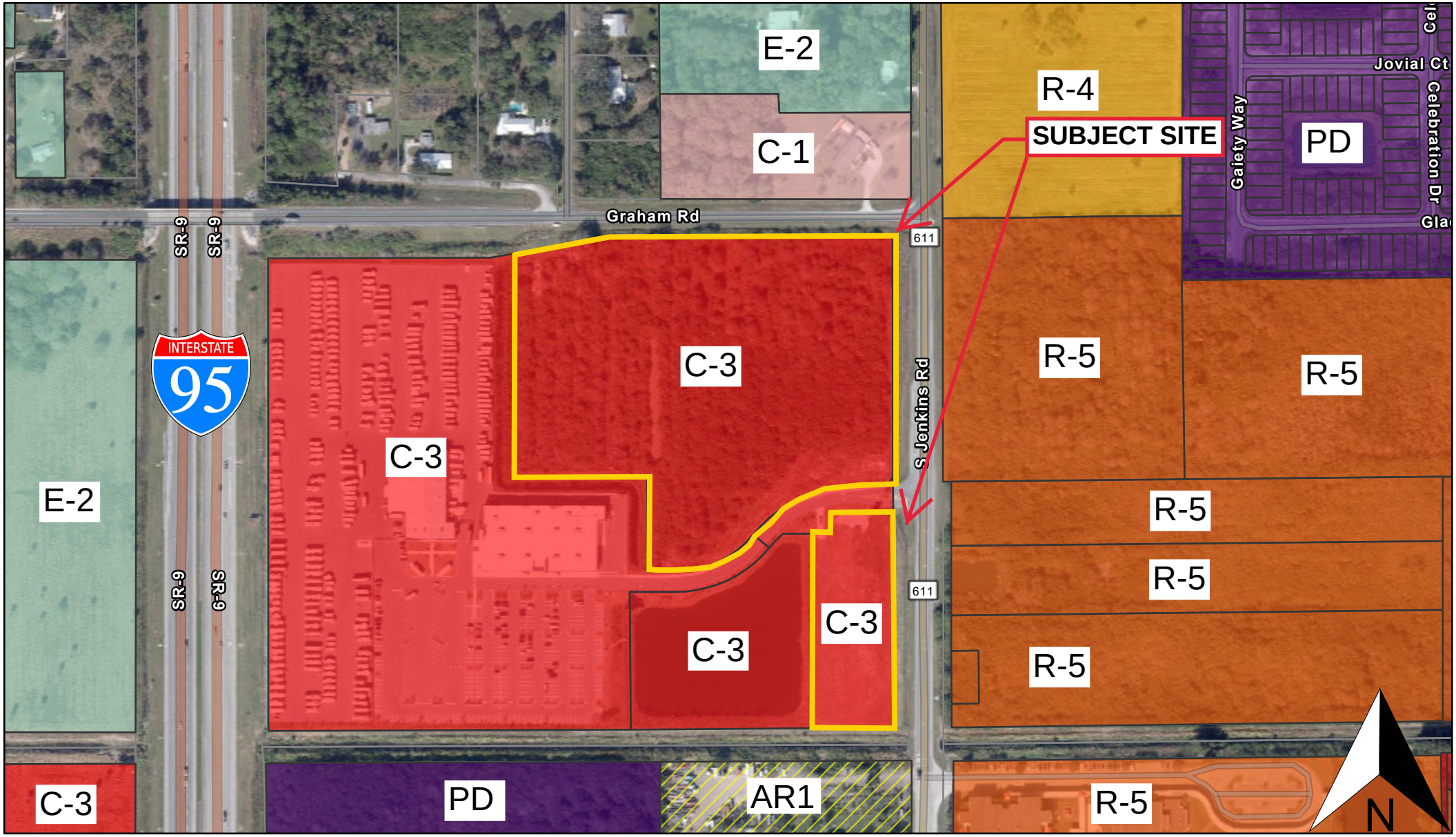
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Existing Zoning



3/23/2022, 2:54:37 PM

Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
- PD, Planned Development
- R-4, Medium Density Residential
- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

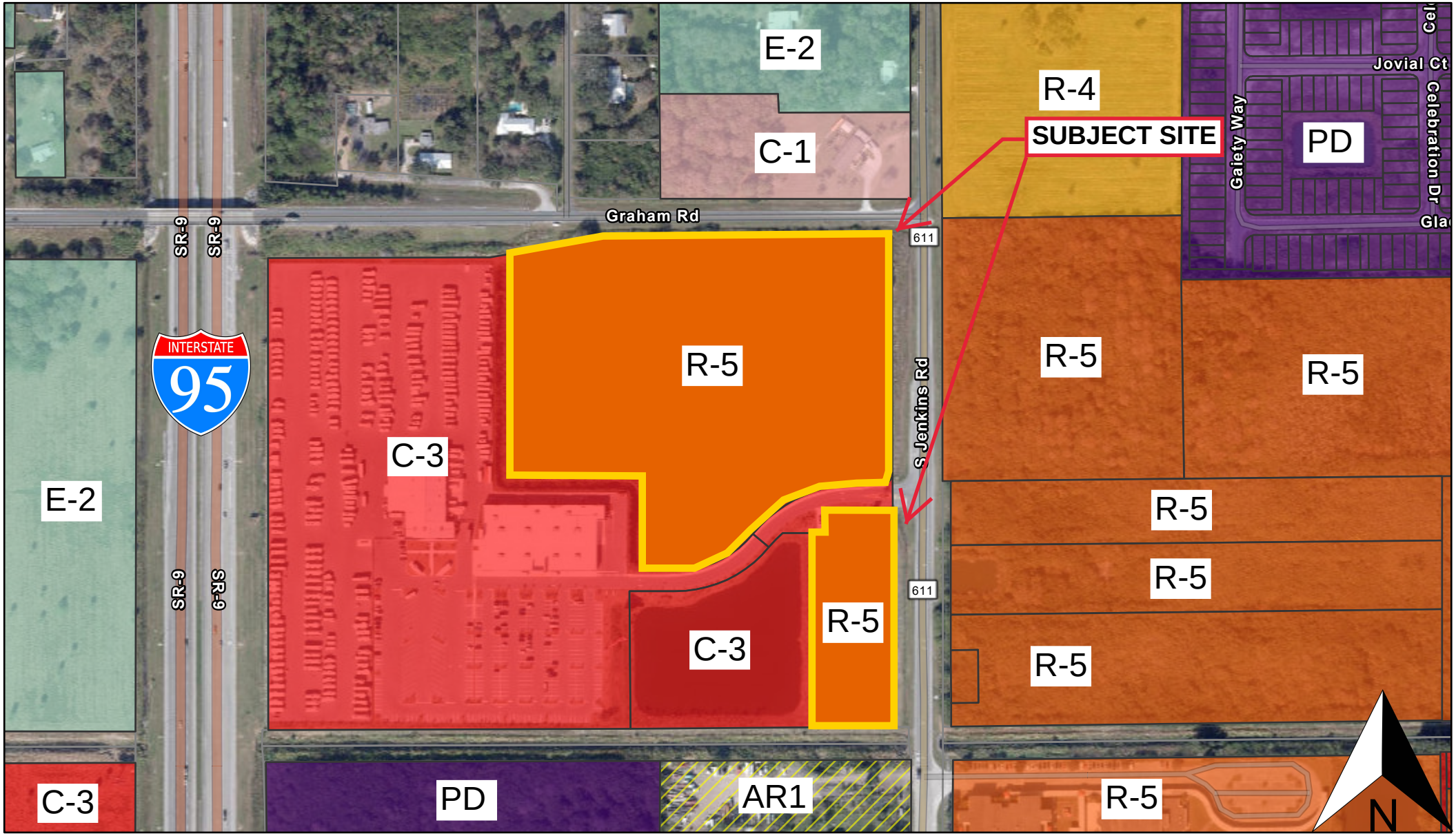
ES/Airbus DS, USDA, Sources: Esri, HERE, ors, and the GIS User

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

Proposed Zoning



3/23/2022, 2:54:37 PM

Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
- PD, Planned Development
- R-4, Medium Density Residential
- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

:S/Airbus DS, USDA, ources: Esri, HERE, rs, and the GIS User

ENGINEERS ◓ SURVEYORS
ENVIRONMENTAL ◓ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

Hillpointe, LLC
1031 W. Morse Boulevard, Suite 240
Winter Park, FL 32789

AGENT CONSENT FORM

Project Name: Hillpointe Residential – 2101 & 2151 S. Jenkins Road

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

BEFORE ME THIS DAY PERSONALLY APPEARED Brent Moody, 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 10th day of May, 2022, by Brent Moody, as President of FreedomRoads Property Company, LLC (Name of Person Acknowledging) who is personally known to me or who has produced NA (type of identification) as identification and who ~~did~~ (did not) take an oath.

Mauricio Rodriguez
Notary Signature

Mauricio Rodriguez
Printed Name of Notary

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26
(Notary Seal)

2/16/26
My commission expires

Owner's Signature

Brent Moody, as President of FreedomRoads Property Company, LLC
Owner's Name

250 Parkway Drive, Suite 270
Street Address

Lincolnshire, IL 60069
City, State, Zip

mauricio.rodriguez@campingworld.com
Telephone / Email

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☑ Warranty Deed & Legal Description
- ☑ St. Lucie County Property Record Card
- ☑ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☑ Current Survey
- ☑ Environmental Study
- ☐ Traffic Impact Report
- ☑ *** Capacity Analysis-Separate Form
- ☑ Drainage Analysis
- ☑ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 2101 & 2151 S. Jenkins Road

2. Property Tax ID(s): 2313-800-0002-000-7 & 2313-800-0004-000-1

3. Total Acreage: 17.25 Acres

4. Existing Future Land Use Designation: General Commercial (GC)

5. Existing Zoning Classification: General Commercial Zone(C-3)

6. Proposed Zoning Classification: High-Density Residential Zone (R-5)

7. Other applications being submitted concurrent with this application, if any: Application for Future Land Use Amendment

8. Describe the existing uses, improvements and structures on the amendment lands: The subject parcels are currently vacant with no improvements or structures

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: To allow for high density residential units exceeding 20% of GFA

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
Proposed	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people		17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning Enrollment Demand	76.29	178.02
Proposed Zoning Enrollment Demand	74.52	173.88
Change in Demand	Decrease 1.77	Decrease 4.14

E. Solid Waste:
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	751,410 x 0.05 per sf = 37,571cy
Proposed Zoning	252 d/u x 0.47 cy per du = 118.44 cy
Change in Demand	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	LU Code 842 - 4,901	833/755
Proposed Zoning	LU Code 222 - 1,144	84/101
Change in Demand	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

12. Name of Owner(s): Brent Moody; FreedomRoads Property Company, LLC
Mailing Address: 250 Parkway Drive, Suite 270
City Lincolnshire State Illinois Zip 60069
Phone #
E-mail: mauricio.rodriguez@campingworld.com

13. Name of Applicant: Nick Everly; Hillpointe, LLC
Mailing Address: 1031 W. Morse Boulevard, Suite 240
City Winter Park State Florida Zip 32789
Phone # 1-303-656-8506 Fax #
E-mail: neverly@hillpointe.com

14. Name of Representative: Alejandro Toro ; Engineering Design & Construction, Inc
Mailing Address: 10250 SW Village Parkway
City Port St. Lucie State Florida Zip 34987
Phone # 772-462-2455 Fax #
E-mail: alejandrotoro@edc-inc.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☐ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature 05/11/22 Date

05/11/22

1031 W Morse Blvd, Ste 240	FL	32789
Address	State	Zip
303-656-8506	neverly@hillpointe.com	
Phone	Fax	E-mail Address

16. Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

FreedomRoads Property Company, LLC

Property Owner's Name (Please Print) Phone

250 Parkway Dr, Ste 270	IL	60069
Address	State	Zip

Brent Moody, President 5/11/22

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 11th day of May, 2022, by Brent Moody who is personally known to me or has produced NA as ident

Mauricio Rod
Signature of Notary (seal)

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4606311 OR BOOK 4309 PAGE 826, Recorded 08/15/2019 03:48:00 PM Doc Tax $3675.00

This Instrument Prepared By:
Dennis G. Corrick, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification Nos.:
2313-800-0002-000-7
2313-800-0004-000-1
2324-112-0000-000-5
2324-124-0002-000-6

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 13th day of August, 2019, by **STRUCTURED REA – FT. PIERCE, LLC**, an Arizona limited liability company, authorized to transact business in Florida, document number M17000003591, whose address is 2025 N. Third Street, Suite 200, Phoenix, Arizona 85004 ("**Grantor**"), to **FREEDOMROADS PROPERTY COMPANY, LLC**, a Minnesota limited liability company, whose address is 250 Parkway Drive, Suite 270, Lincolnshire, Illinois 60069 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, 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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

This conveyance is subject to taxes accruing subsequent to December 31, 2018, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: David W. Gigger

Linda M. Briglia
Print Name: Linda M. Briglia

GRANTOR:

STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company

By: STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, its Manager

By: Stephen Doyle
Stephen Doyle, Manager

STATE OF Florida
COUNTY OF St. Lucie

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of August, 2019, by STEPHEN DOYLE, as Manager of STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, as the Manager of STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company. Said person (check one) ☑ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Linda M. Briglia
Print Name: Linda M. Briglia
Notary Public, State of Florida
Commission No.: FF899597
My Commission Expires: 9/1/19

{Notary Stamp}

LINDA M BRIGLIA
Commission # FF 899597
Expires September 1, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"

Legal Description

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 7, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

AND THE FOLLOWING PARCELS:

PARCEL 5: (6133 TEDDER ROAD - TAX ID 2324-112-0000-000-5)

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE NORTH 40.5 FEET THEREOF, ALL LOCATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS;

PARCEL 6: (ADDRESS TBD ON TEDDER ROAD - TAX ID 2324-124-0002-000.6)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS ROAD RIGHTS-OF-WAY AND DRAINAGE CANALS. ALSO LESS A TRIANGULAR PARCEL IN THE NORTHEAST CORNER BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN SOUTH ALONG THE EAST LINE 15 FEET; THENCE RUN NORTHWESTERLY TO THE NORTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 TO A POINT 15 FEET WEST OF THE POINT OF BEGINNING; THENCE RUN EAST 15 FEET TO THE POINT OF BEGINNING.

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

Property Identification

Site Address: 2101 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0002-000-7
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185066
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069

Legal Description

CAMPING WORLD (PB 80-7) TRACT 1



Current Values

Just/Market Value:	$645,800
Assessed Value:	$645,800
Exemptions:	$0
Taxable Value:	$645,800

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	14.83
Land Size (SF):	645,777

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured REA-FT Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$645,800
Just/Market:	$645,800
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$645,800
Exemption(s):	$0
Taxable:	$645,800

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	14.825	North St. Lucie Water Management District	$303.91

Start Year	AssessCode	Units	Description	Amount
2019	0041	40.3	Fort Pierce Stormwater Charge	$2,780.70

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$645,800	$645,800	$0	$645,800
2020	$645,800	$645,800	$0	$645,800
2019	$645,800	$645,800	$0	$645,800

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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

Property Identification

Site Address: 2151 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0004-000-1
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185068
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069



Legal Description

CAMPING WORLD (PB 80-7) TRACT 3

Current Values

Just/Market Value:	$105,900
Assessed Value:	$105,900
Exemptions:	$0
Taxable Value:	$105,900

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.43
Land Size (SF):	105,894

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured Rea Ft Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$105,900
Just/Market:	$105,900
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$105,900
Exemption(s):	$0
Taxable:	$105,900

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	2.431	North St. Lucie Water Management District	$49.84

Start Year	AssessCode	Units	Description	Amount
2020	0041	6.6	Fort Pierce Stormwater Charge	$455.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$105,900	$105,900	$0	$105,900
2020	$105,900	$105,900	$0	$105,900
2019	$105,900	$105,900	$0	$105,900

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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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LEGAL DESCRIPTION

Hillpointe Residential – South Jenkins Road

2101 & 2151 South Jenkins Road

PARCEL ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA,

AND DESCRIBED AS FOLLOWS:

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80,

PAGE 7 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

April 25, 2022

Hillpointe LLC
Attn: Nicholas Everly

VIA Email: klee@hillpointe.com and neverly@hillpointe.com

Reference: **Environmental Assessment**
2151 & 2101 S Jenkins Road
Fort Pierce, Florida
Parcel ID # 2313-800-0002-000-7 and 2313-800-0004-000-1

Dear Mr. Everly,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced property. The purpose of this evaluation was to conduct a review of the above listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulations pertaining to this parcel.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to the City of Fort Pierce land developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

Madison Quinones, BS, FWC AGTA, AWB®
Wildlife Biologist | Project Scientist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

Parcel ID: 2313-800-0002-000-7 and 2313-800-0004-000-1
2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Date: April 25, 2022
Project # 22-154

Prepared For:
Hillpointe LLC
Attn: Nicholas Everly
Email: klee@hillpointe.com and neverly@hillpointe.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida. The subject property is further located within Section 13, Township 35 South, and Range 39 East.

This environmental assessment was completed as a precursor to permitting and review by governmental agencies as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on April 20, 2022 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The subject property consisted of mowed grass (southern tax parcel) and a fallow grove (northern tax parcel) comprised predominantly of exotic vegetation. The upland habitat associations were determined via onsite analysis and classified according to the Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC). The CLC incorporates classifications used by FWC, Florida Natural Areas Inventory (FNAI), and Florida's water management districts. The following CLC codes were identified onsite; 214 – fallow grove and 1810 – mowed grass. Please refer to the attached Florida CLC Map for the approximate location of the habitat(s) delineated onsite.

It is important to note that there is native vegetation present, but the native vegetation does not have significant associations and is therefore not considered to be native habitat.

Common Name	Species Name
Cabbage Palm	*Sabal Palmetto*
Laurel Oak	*Quercus laurifolia*
Dwarf Palmetto	*Sabal minor*
Flatsedge	*Cyperus spp.*
Saltbush	*Baccharis halimifolia*
Grassleaf Rush	*Juncus marginatus*
Brazilian Pepper**	*Schinus terebinthifolia*
Caesar's Weed**	*Urena lobata*
Cogon Grass**	*Imperata cylindrica*
Giant Reed**	*Arundo donax*
Torpedo Grass**	*Panicum repens*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

Table 1: This table lists a representative sample of vegetative species observed during the site visit.

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no State jurisdictional wetlands on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. None of these components were found during the field reconnaissance on the property.

An agricultural ditch is located on the northern tax parcel. According to State rules, this area is classified as "other surface waters" (OSW). OSWs are surface waters that are not identified as wetlands. Please refer to the attached Florida CLC Map for the approximate location of the OSW.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No gopher tortoises, their burrows, or habitat were identified onsite. No other state or federally listed plant/animal species or their habitat(s) were observed on site.

Due to there being no native upland habitat or wetlands located on site, historical and continued anthropogenic disturbance (agricultural, clearing, mowing, etc.), and no connection to any adjoining significant native habitats, it is unlikely that any listed animal/plant species is located onsite.

SOIL COMPOSITION:

Based on a review of the U.S. Department of Agriculture (USDA) Web Soil Survey the site is composed of the following soil series:

Hilolo loamy sand, 0-2% slopes – Hilolo sand is fine-loamy, silicious, poorly drained and slowly permeable soil. These soils are found in dense palm hammocks and along the borders of sloughs and depressional areas. The surface layer is fine sand to a depth of eight inches. The water table is at a depth of less than 10 inches for 2 to 4 months in most years. Natural vegetation is cabbage palm, water oak, longleaf pine and slash pine with an understory of wax myrtle, saw palmetto and inkberry. Citrus crops are well suited for this soil. The soil has high potential for dwellings without basements, small commercial buildings and roads. Water control measures are necessary to overcome excessive wetness.

Wabasso sand, 0-2% slopes – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The surface layer is sand about 8 inches thick. The upper 4 inches is black and the lower 4 inches is dark grey. The water table is typically at a depth of less than 10 inches for 1 to 4 months during the wet season, and at a depth of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, running oak, inkberry and fetterbush. Common grasses are threeawn and bluestem. The soil has severe limitations for cultivated crops and citrus due to wetness. The soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

Winder loamy sand – This is a poorly drained, nearly level soil found in hammocks and along drainage ways. The surface layer typically is black loamy sand that is 6 inches thick. The water table is within a depth of 10 inches of the surface for 2 to 4 months and between a depth of 10 to 40 inches for most of the rest of the year. The natural vegetation associated with this soil type includes cabbage palm, willow oak, scattered long leaf and slash pine and an understory of wax

myrtle and saw palmetto. This soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

SITE HISTORY:

According to the earliest available Google Earth aerial photographs, the subject property has been used as a grove from 1994 until around 2006 when the grove appeared to be out of production. At this time the grove appeared to have been cleared and was left to be claimed by exotic vegetation overtime. The southern tax parcel was cleared in 2019.

CITY OF FORT PIERCE REGULATIONS:

The following lists the City of Fort Pierce Code of Ordinances that apply to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

Section 123-64: *No person shall remove a protected tree situated within the city, without first obtaining a tree removal permit. Protected trees include any native tree with at least 14 inches in diameter (DBH), except for palms which have a minimum clear trunk of ten feet (**Sec. 123-66**).*

It is the opinion of EDC that trees meeting the protected trees criteria were observed onsite. Therefore, a tree survey is required prior to the submittal of a tree removal permit and land clearing permit.

SUMMARY:

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida.

It is the professional opinion of EDC that no native upland habitat or wetlands are located onsite. In addition, no listed animal or plant species or their habitat(s) were located onsite. Lastly, trees meeting the protected tree criteria were observed onsite. A tree survey will be required prior to the submittal of a tree removal permit and land clearing permit.

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

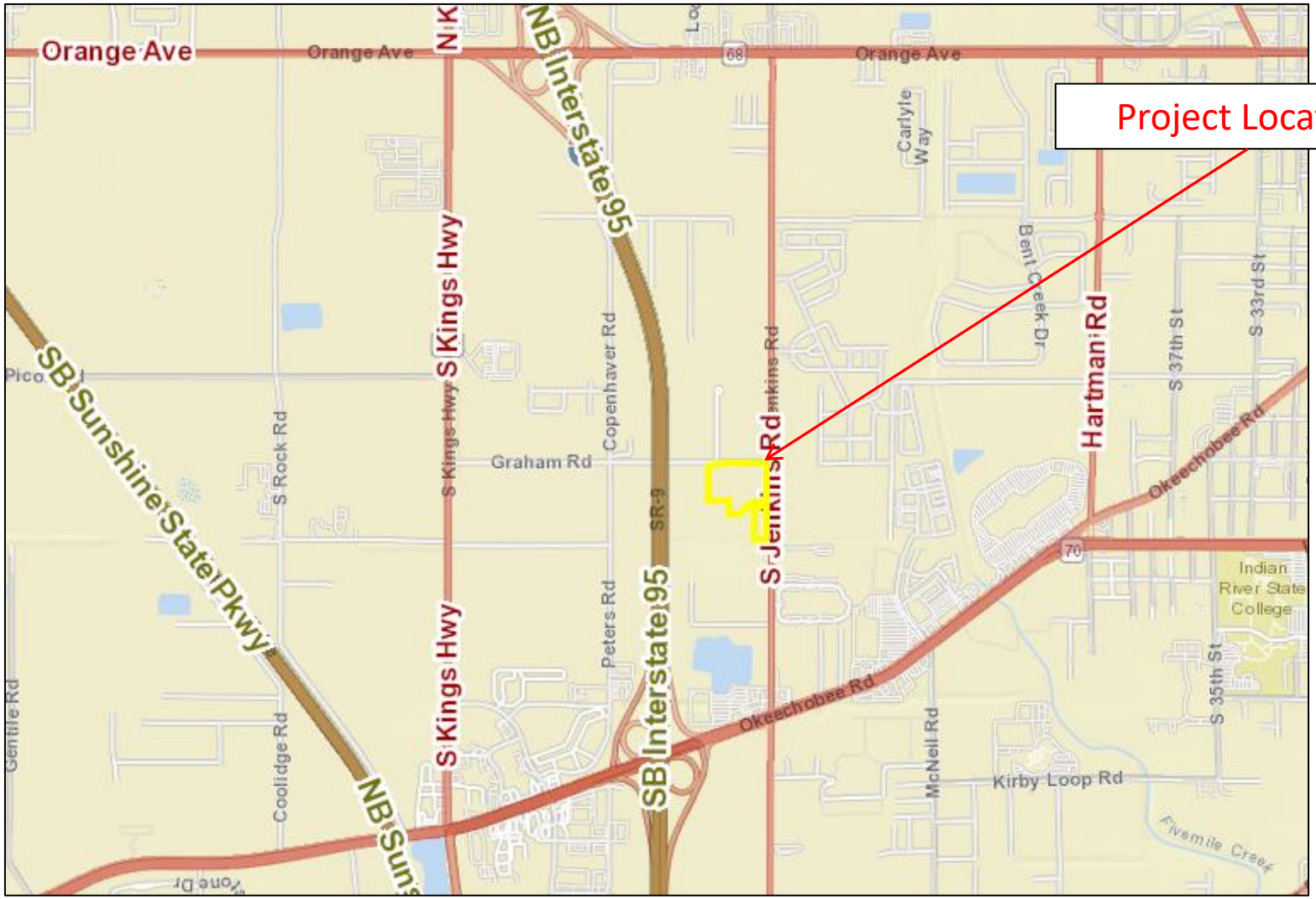
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Location Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

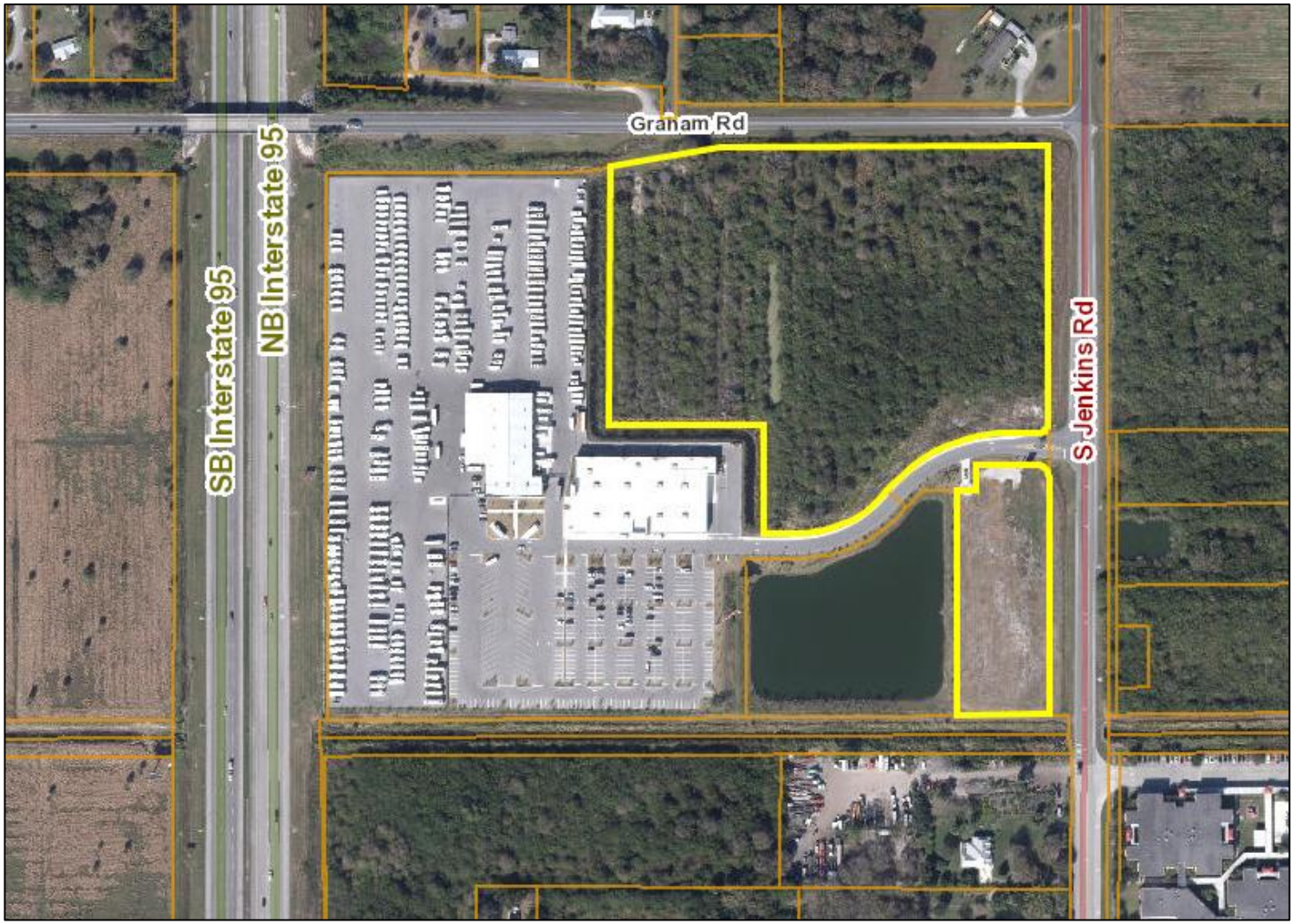
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Property Appraiser Map

Project: 22-154	Hillpointe LLC	04/25/2022

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ENGINEERS SURVEYORS ENVIRONMENTAL

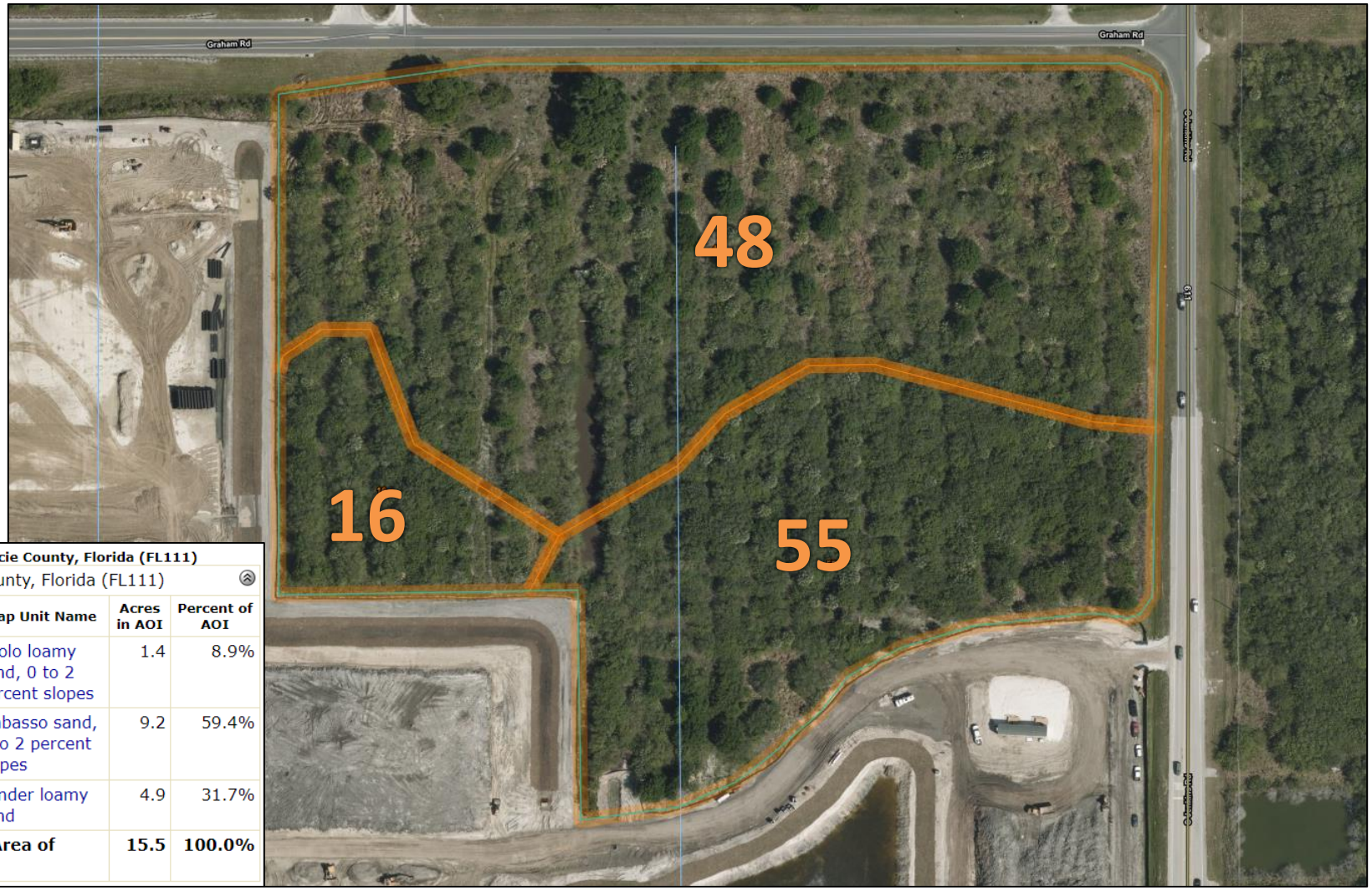
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey North Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
16	Hilolo loamy sand, 0 to 2 percent slopes	1.4	8.9%
48	Wabasso sand, 0 to 2 percent slopes	9.2	59.4%
55	Winder loamy sand	4.9	31.7%
Totals for Area of Interest		**15.5**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey South Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
55	Winder loamy sand	2.7	100.0%
Totals for Area of Interest		**2.7**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

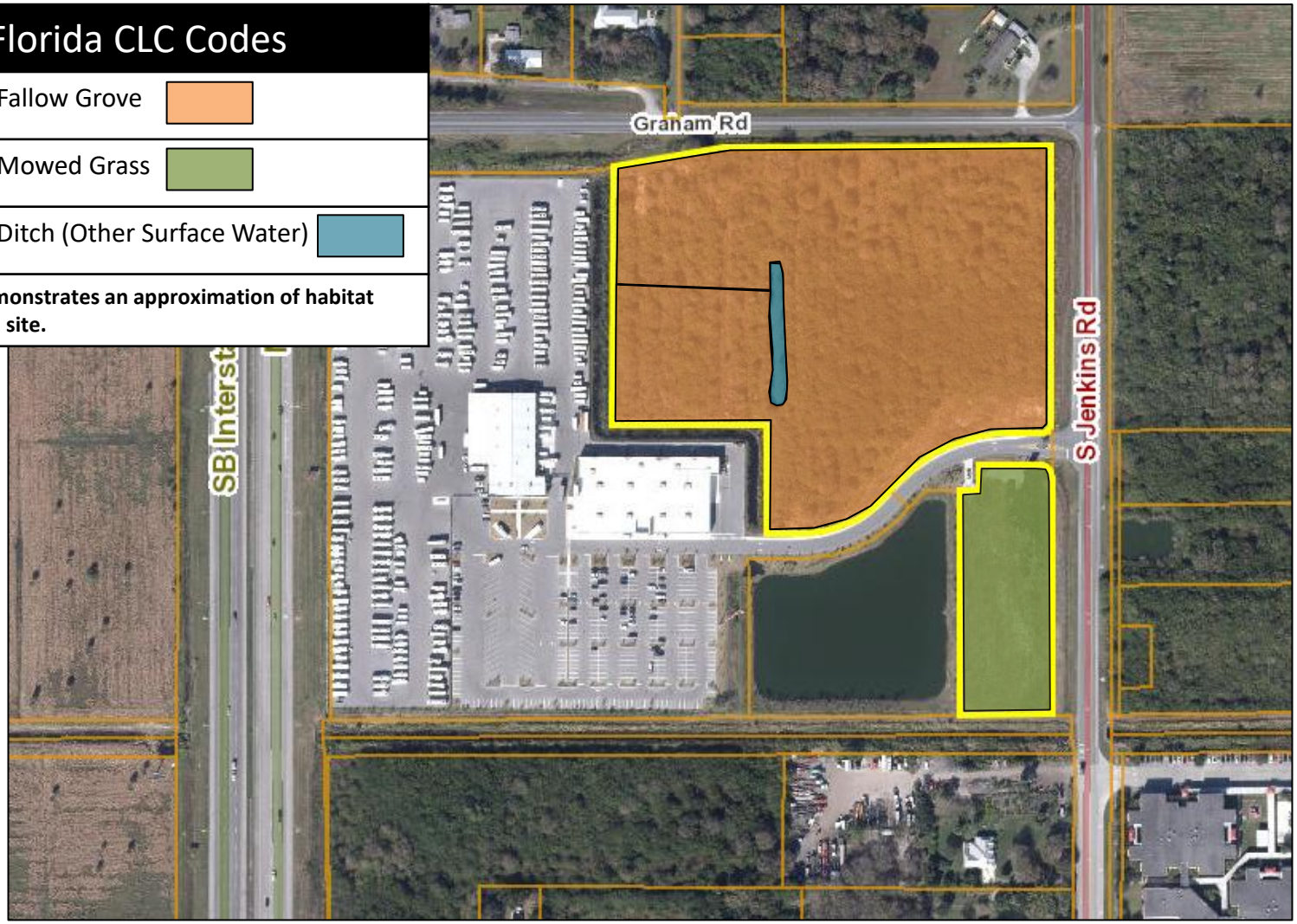
Florida Cooperative Land Cover (CLC) Map

Project: 22-154	Hillpointe LLC	04/25/2022

N

Florida CLC Codes	
214	Fallow Grove
1810	Mowed Grass
4220	Ditch (Other Surface Water)

***This map demonstrates an approximation of habitat boundaries on site.**



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Google Earth 1994 Aerial Image

Project: 22-154	Hillpointe LLC	04/25/2022

N



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
****Proposed**	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people	0	17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning/FLU Enrollment Demand	76.29	178.02
****Proposed Zoning/FLU Enrollment Demand**	74.52	173.88
****Change in Demand**	Decrease 1.77	Decrease 4.14

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	751,410 x 0.05 per sf = 37,571cy
****Proposed Zoning/FLU**	252 d/u x 0.47 cy per du = 118.44 cy
***Change in Demand**	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

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	LU Code 842 - 4,901	833/755
****Proposed Zoning/FLU**	LU Code 222 - 1,144	84/101
***Change in Demand**	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

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: 252		Single Family: N/A		Multifamily: 252	
Non-residential (square footage): N/A					
Mixed-use (describe use): N/A					
(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	I	252	17.25	01/2023	01/2025
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
N/A					
N/A					
N/A					
N/A					
N/A					

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? _____

2. What is the current use of the structure to be demolished or re-used? _____

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:

** Complete section if requesting a change in zoning, future land use, or expanding

PROJECT NARRARTIVE & JUSTIFICATION STATEMENT
HILLPOINTE, LLC – RESIDENTIAL
Future Land Use & Zoning Atlas Map Amendment
May 12, 2022

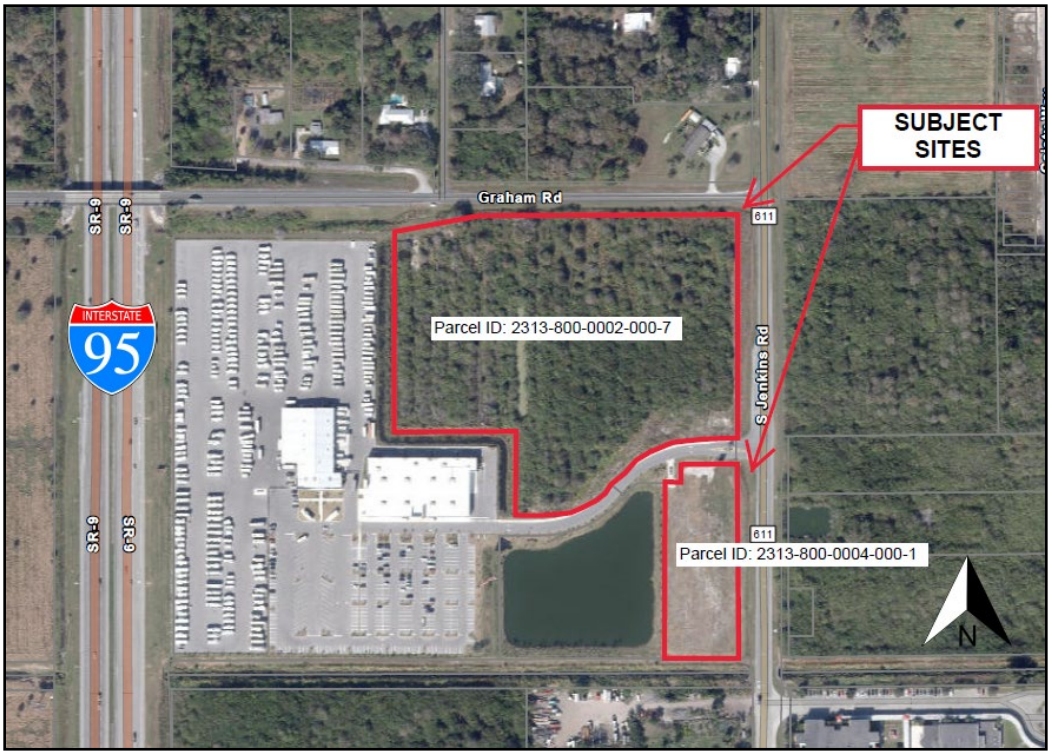
REQUEST

On behalf of the petitioner, Engineering Design & Construction, Inc. is requesting approval of a Future Land Use and Zoning Atlas Map Amendment for two (2) parcels located on the southwest corner of Graham Road and South Jenkins Road in Fort Pierce, Florida. The applicant is requesting to change the Future Land Use from General Commercial (GC) to High Density Residential (RH) and rezone the properties from General Commercial (C-3) Zoning district to High Density Residential (R-5) Zoning district.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject properties are located at the southwest corner of Graham Road and South Jenkins Road in Fort Pierce Florida. The following table identifies the parcels associated with this request.

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning	Proposed FLU	Proposed Zoning
2313-800-0002-000-7	2101 S. Jenkins Road	14.82	GC	C-3	RH	R-5
2313-800-0004-000-1	2151 S. Jenkins Road	2.43	GC	C-3	RH	R-5
	TOTAL ACRES:	**17.25**				



On Monday, August 20, 2018, the City Commission adopted ordinance numbers 18-017 and 18-018, approving a Future Land Use and Zoning amendments for five (5) parcels located at 2191 S. Jenkins Road to allow for three developments of a project known as Camping World.

The petitioner is requesting approval to change the existing Future Land Use designation and Zoning district for two (2) of the original parcels.

To the north of the property lies the right-of-way of Graham Road. Graham Road has a right of way (ROW) width that varies from 93 feet along the eastern portion of the northern property line and a ROW width of 181 feet along the western portion of the northern property line. There are three (3) properties to the north of Graham Road. The eastern most 3.47-acre property has a Future Land Use (FLU) designation of Low Density Residential (RL) and is located in the Office Commercial (C-1) Zoning District. This property is currently developed with a single-family house. The middle .77-acre property and the westernmost property lie in the St. Lucie County Jurisdiction and have a FLU designation of Residential Urban (RU) and are located in the Residential, Single Family -2 (RS-2) zoning district. The middle property is currently vacant and the western property consists of a single-family house.

To the south of the subject property lies the North Saint Lucie River Water Control District (NSLRWCD) Canal No.38 followed by two parcels with a Future Land Use of Low Density Residential (RL). The south eastern 4.18-acre parcel consists of an outdoor storage area and lies in the AR-1 Zoning District. The south western 9.120-acre parcel is currently vacant and lies in the Planned Development (PD) Zoning District.

To the west of the subject property lies the Camping World and Gander Mountain commercial facility. This site has a Future Land Use Designation of General Commercial (GC) and is located in the General Commercial Zone (C-3) Zoning district.

To the east of the subject property lies the right-of-way of South Jenkins Road. South Jenkins Road is an urban minor arterial road with an ultimate right of way (ROW) width of 160 feet. There are five (5) vacant parcels across this road. These vacant lots have a Future Land Use Designation of High Density Residential (RH) and are located in the High Density Residential (R-5) Zoning District.

The Figures below illustrate the existing and proposed Future Land Use and Zoning designations for each parcel associated with this application.



Figure 1: Existing FLU vs Proposed FLU

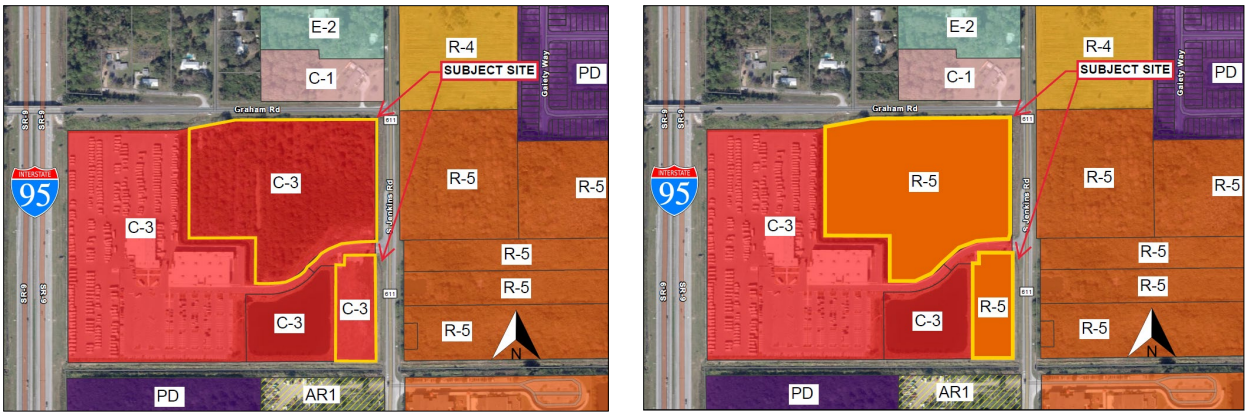


Figure 2: Existing Zoning vs Proposed Zoning

NEED FOR FUTURE LAND USE AND ZONING ADMENDMENT

The subject properties currently have a Future Land Use of General Commercial (GC). Per Policy 1.1.6 (B) of the Fort Pierce Comprehensive Plan, the General Commercial (GC) Future Land Use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. However, this FLU may only allow residential uses with the condition that these uses comprise up to 20% of the total floor area of the General Commercial (GC) Future Land Use Designation.

The applicant wishes to develop multifamily dwellings on the entire site. In order to develop the properties as desired by the applicant, the properties will require a change of the Future Land Use designation to High Density Residential (RH) and Rezone to High Density Residential (R-5).

The High Density Residential (RH) designation 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. This category allows multifamily dwellings including apartments, condominiums and townhomes.

It is the professional opinion of EDC that changing the Future Land Use designation to High Density Residential (RH) and rezoning to High Density Residential (R-5) is consistent with the neighborhood character. Within ½ mile of the subject properties lie nine (9) parcels with a FLU of RH and a R-5 Zoning designation. five (5) of these parcels lie across the street from the subject properties.

Based on the capacity analysis included with this application, there is capacity in the area for water, wastewater, transportation systems, and schools. A K-8 school is within 0.23 miles of the site. within 2.03 miles lies Fort Pierce Westwood High School.

As part of the previous Camping World development, a 40-foot right-of-way dedication was given on the western property line in anticipation for future development.

The is an existing stub out located to south of the north property for future sewer connections well as an existing 12-inch PVC water main runs adjacent to the south side of the northern property that will be utilized to supply the project with potable water.

The existing lake south of the subject site will be expanded to serve the proposed project for stormwater retention. Ultimate outfall is available via NSLRWCD Canal No. 38 located to the south of the subject site.

Based on the above and attached information, the applicant respectfully requests approval of this application. If you have any questions regarding his application, the attached documents, or the project, please contact our office.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

Alejandro Toro
Planner

Z:\EDC-2022\22-154 - Hillpointe LLC - Camping World Outparcels\ENGINEERING\Documents\Submittal Documents\Justification Statement\2022-05-12_Hillpointe_FLU_Amendment_Justification_Statement_22-154.docx

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

May 11, 2022

Alejandro Toro
Planner l Planning Division
ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL
10250 SW Village Parkway – Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

In response to your request on May 11, 2022, the Florida Master Site File lists no cultural resources recorded at 2151 & 2101 S Jenkins Rd Fort Pierce, FL 34647, Florida.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com.**

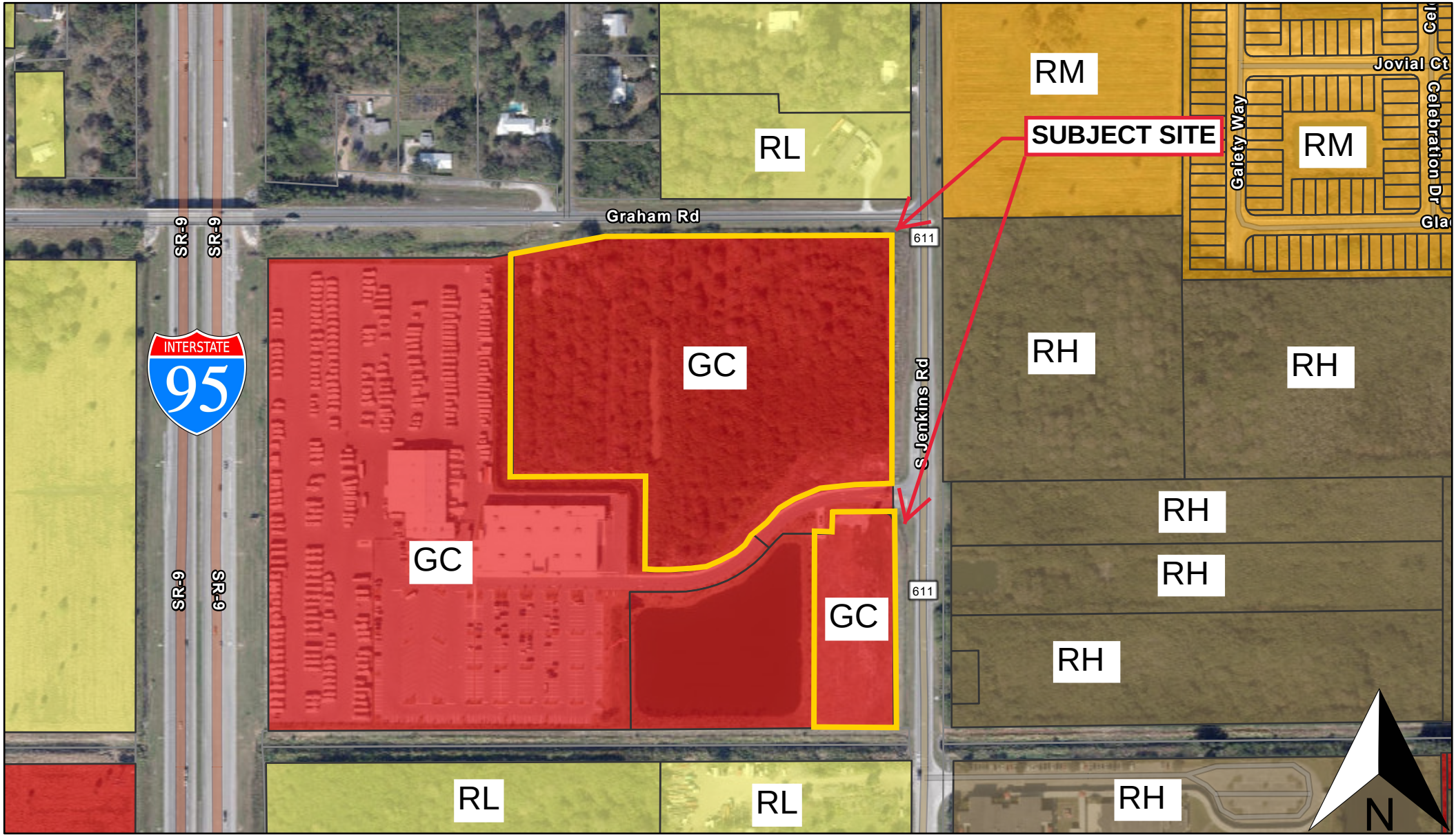
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com


subject property
Jenkins Road
Canal No. 37
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Existing Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

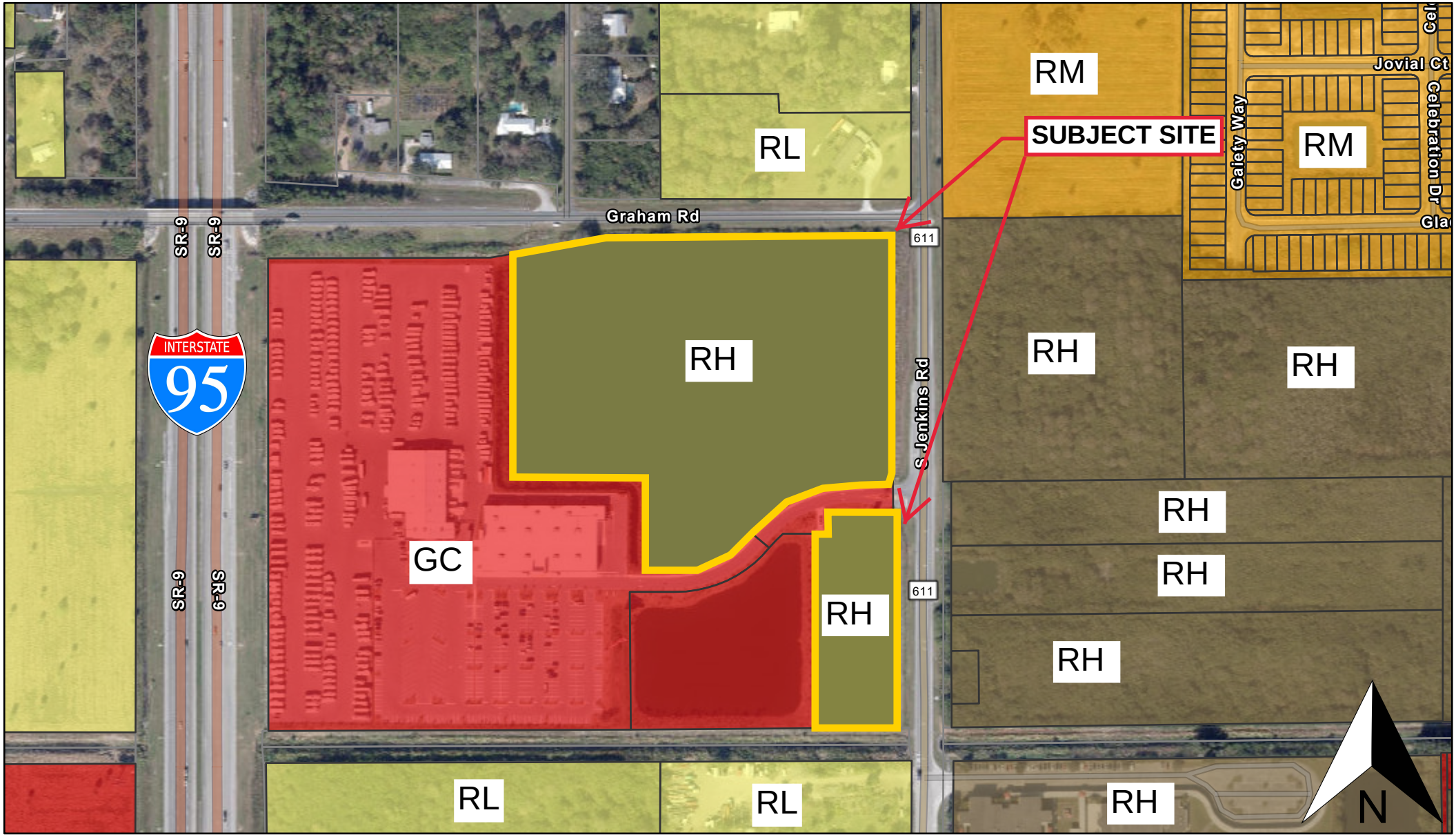
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Proposed Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

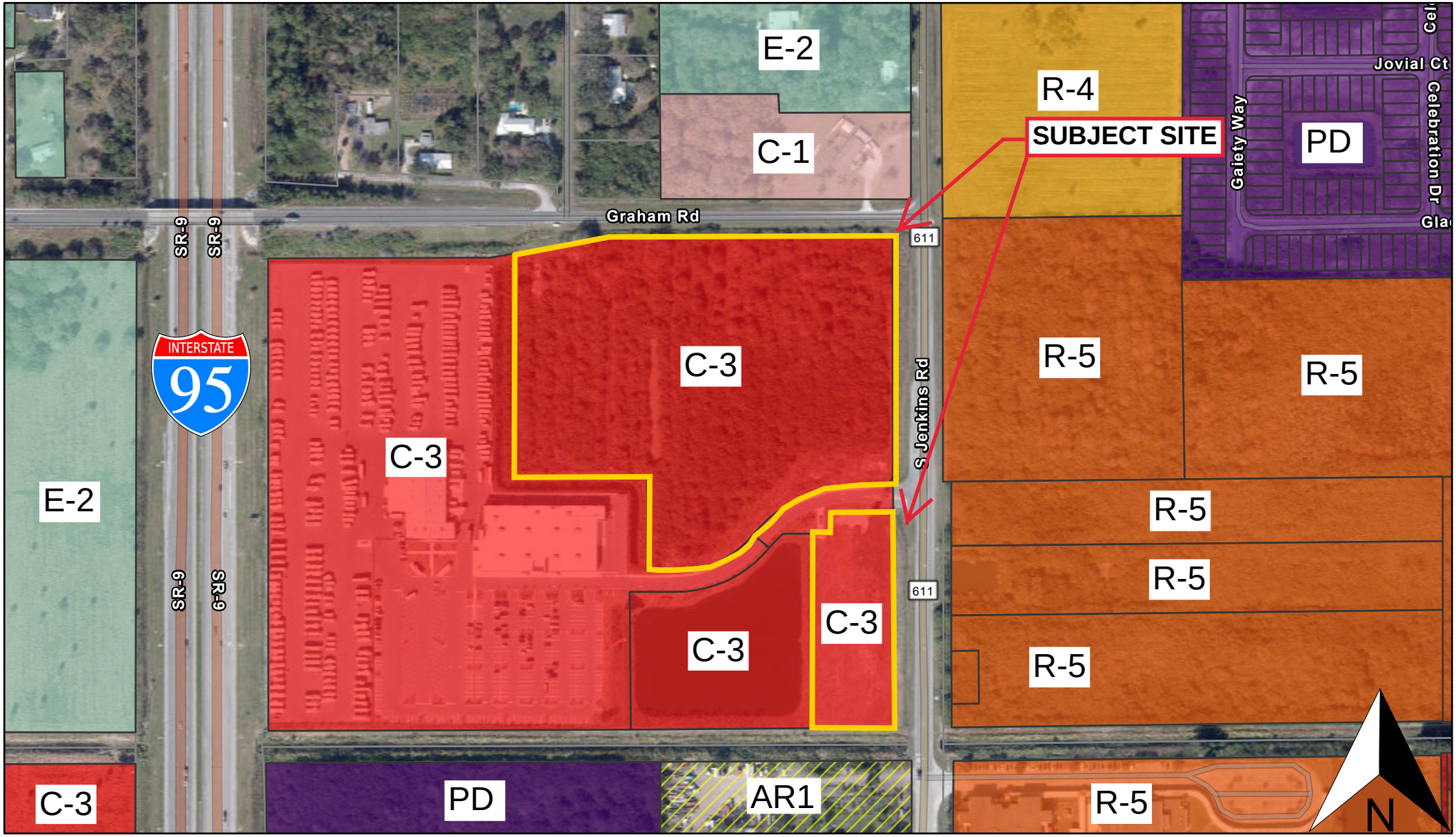
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Existing Zoning



3/23/2022, 2:54:37 PM

Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
- PD, Planned Development
- R-4, Medium Density Residential
- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

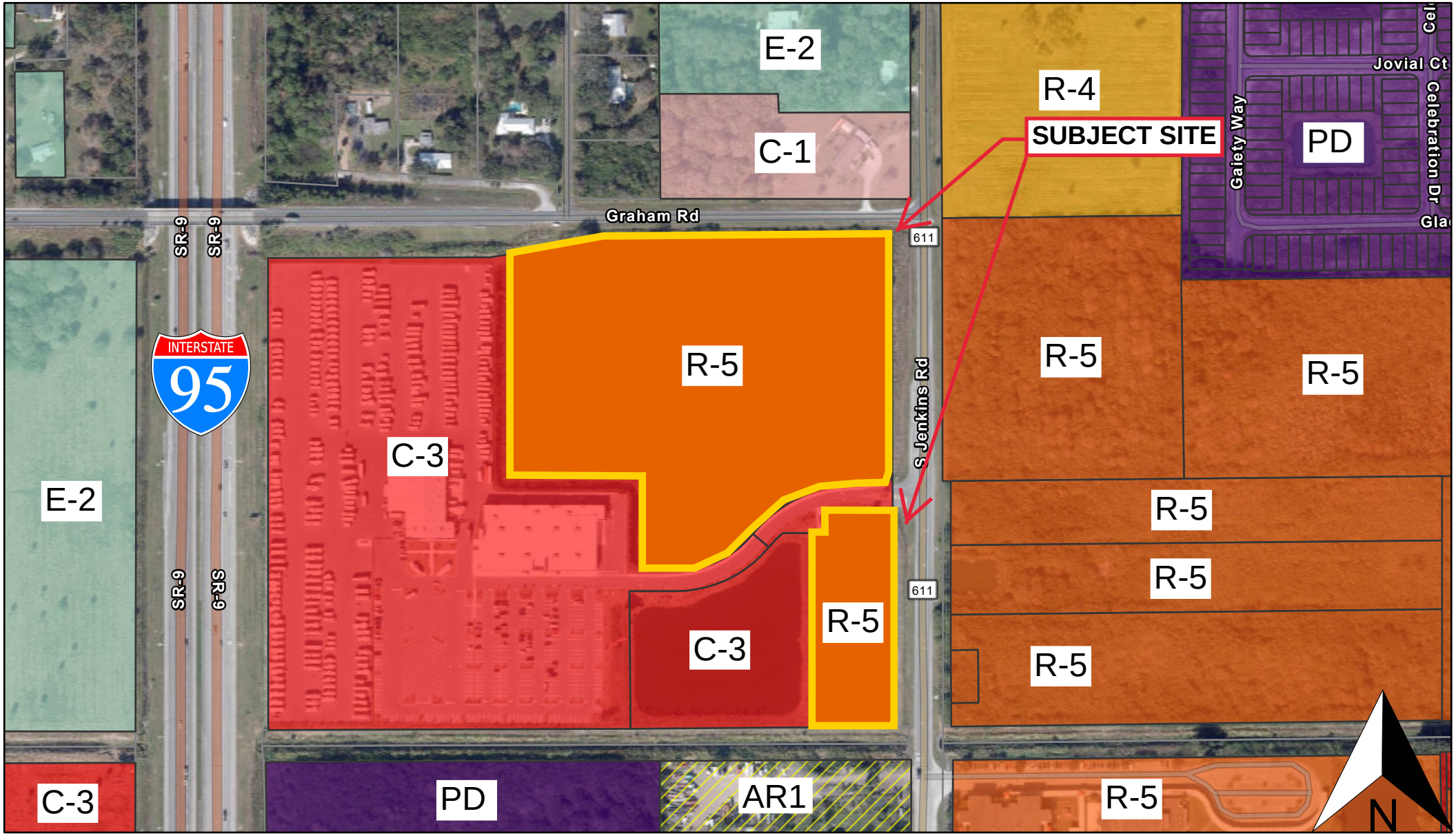
ES/Airbus DS, USDA, Sources: Esri, HERE, ors, and the GIS User

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

Proposed Zoning



3/23/2022, 2:54:37 PM

Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
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- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

:S/Airbus DS, USDA, ources: Esri, HERE, rs, and the GIS User

ENGINEERS ◓ SURVEYORS
ENVIRONMENTAL ◓ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Hillpointe Residential: FLUMA

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 21,2022

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: July 8th, 2022

VERIFIED BY: Ryan Altizer **TITLE:** Planner

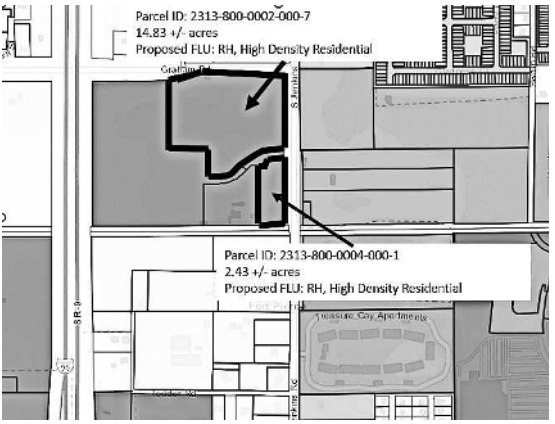
SIGNATURE: Ryan Altizer **DATE:** 8/25/2022

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, September 6, 2022 at 5:05 p.m. and September 19, 2022 at 5:05 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 22-022 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY GENERALLY LOCATED AT OR NEAR 2102 AND 2152 S JENKINS RD, FROM GENERAL COMMERCIAL, GC, TO HIGH DENSITY RESIDENTIAL, RH**; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Subject Properties: Parcel IDs: 2313-800-0002-000-7 and 2313-800-0004-000-1



All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 8.21.2022

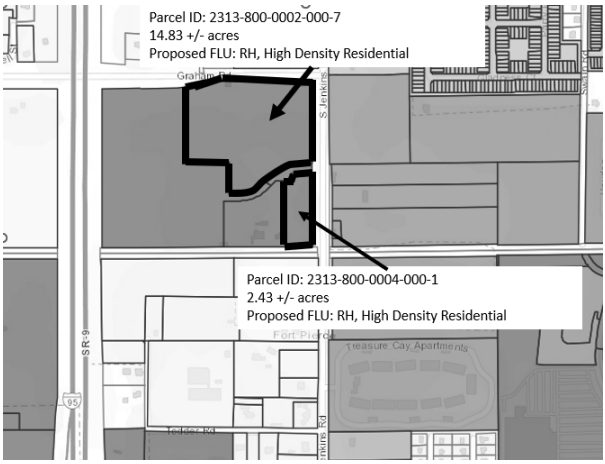
R-GCI0930977-01

PUBLIC NOTICE
CITY OF FORT PIERCE
LOCAL PLANNING AGENCY

NOTICE IS HEREBY GIVEN, pursuant to Sections 163.3174(4)(a) and 163.3184(a), F.S., the Planning Board, as the Local Planning Agency, of the City of Fort Pierce will hold a public hearing on Wednesday, July 13th, 2022, at 2:00 P.M., in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida. The public hearing will be on an application submitted by the representative, Engineering Design & Construction, Inc, and property owner, FreedomRoads Property Company, LLC for a Future Land Use Map Amendment for one (2) parcels of land to change the future land use designations from GC, General Commercial to RH, High Density Residential. Said parcels are generally located at 2102 and 2152 S Jenkins RD.

The legal description of the parcels are as follows:

CAMPING WORLD (PB 80-7) TRACT 1
CAMPING WORLD (PB 80-7) TRACT 3



Interested parties may appear at the Local Planning Agency meeting and be heard with respect to the proposed amendment. A copy of the proposed amendment will be made available for inspection by the public at the City of Fort Pierce Planning Department, City Hall, 100 North US Highway 1.

Any person seeking to appeal the decision of the Local Planning Agency of the City of Fort Pierce, Florida, as to the foregoing, is advised that a record of the proceedings is required in any such appeal, and any such person may need to ensure that a verbatim record of proceedings is made including the testimony and evidence upon which the appeal is to be based.

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

Dated this 3rd day of July 2022.

Frank Creyaufmiller, Chairman
Local Planning Agency
City of Fort Pierce, Florida

_____
Ryan Altizer, Planner

ORDINANCE NO. 22-022

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY GENERALLY LOCATED AT OR NEAR 2101 AND 2151 S JENKINS RD, FROM GENERAL COMMERCIAL, GC, TO HIGH DENSITY RESIDENTIAL, RH;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is generally located at or near 2101 and 2151 S Jenkins RD, within the City of Fort Pierce, Florida, representing approximately 17.25 acres of land; and

WHEREAS, the subject property is included in a proposed site plan for a multi-family development; and

WHEREAS, the subject property is also included in a zoning atlas amendment; and

WHEREAS, the subject property, generally located at or near 2101 and 2151 S Jenkins RD, is presently designated GC, General Commercial; and

WHEREAS, the City seeks a future land use amendment of the subject property, generally located at or near 2101 and 2151 S Jenkins RD, from GC, General Commercial to RH, High Density Residential; and

WHEREAS, the proposed future land use amendment is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the City to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 13th, 2022 meeting, voted to recommend approval of the proposed Future Land Use Amendment for this parcel; and

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. L-136, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes,

and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

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

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following property legally described respectively as:

Parcel ID: 2313-800-0002-000-7 and 2313-800-0004-000-1

LEGAL DESCRIPTION:

CAMPING WORLD (PB 80-7) TRACT 1

CAMPING WORLD (PB 80-7) TRACT 3

Said property being generally located at or near 2101 and 2151 S Jenkins RD, in Fort Pierce, Florida shall be and the Future Land Use Designation is hereby changed from, from GC, General Commercial to RH, High Density Residential, as depicted on Exhibit “A”, attached hereto and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.22-022 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on July 3rd, 2022; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 6th, 2022; and was duly introduced, read by title only, and passed on second and final reading September 19th, 2022, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 20th day of September 2022.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use Map Amendment
General Commercial, GC to High Density Residential, RH

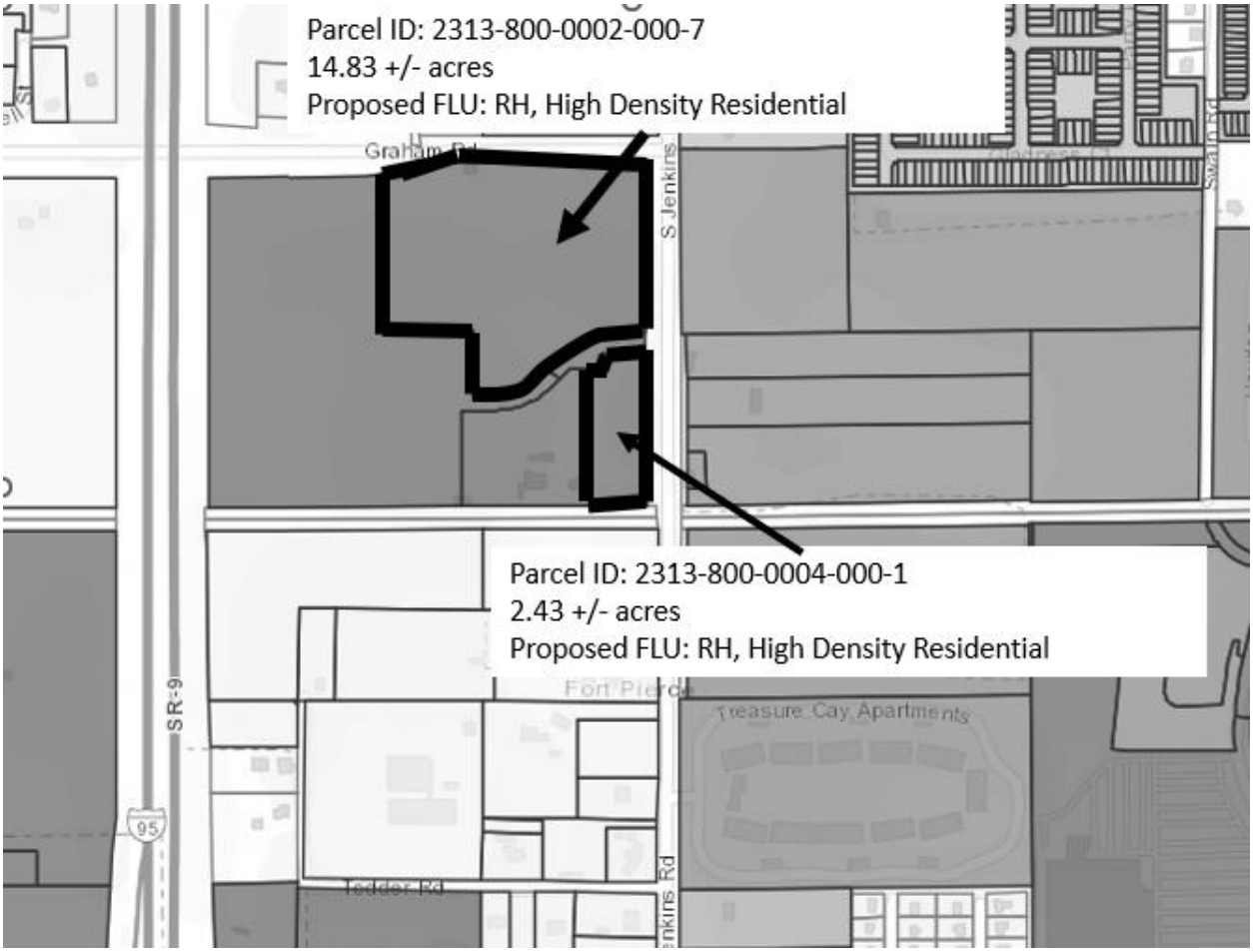
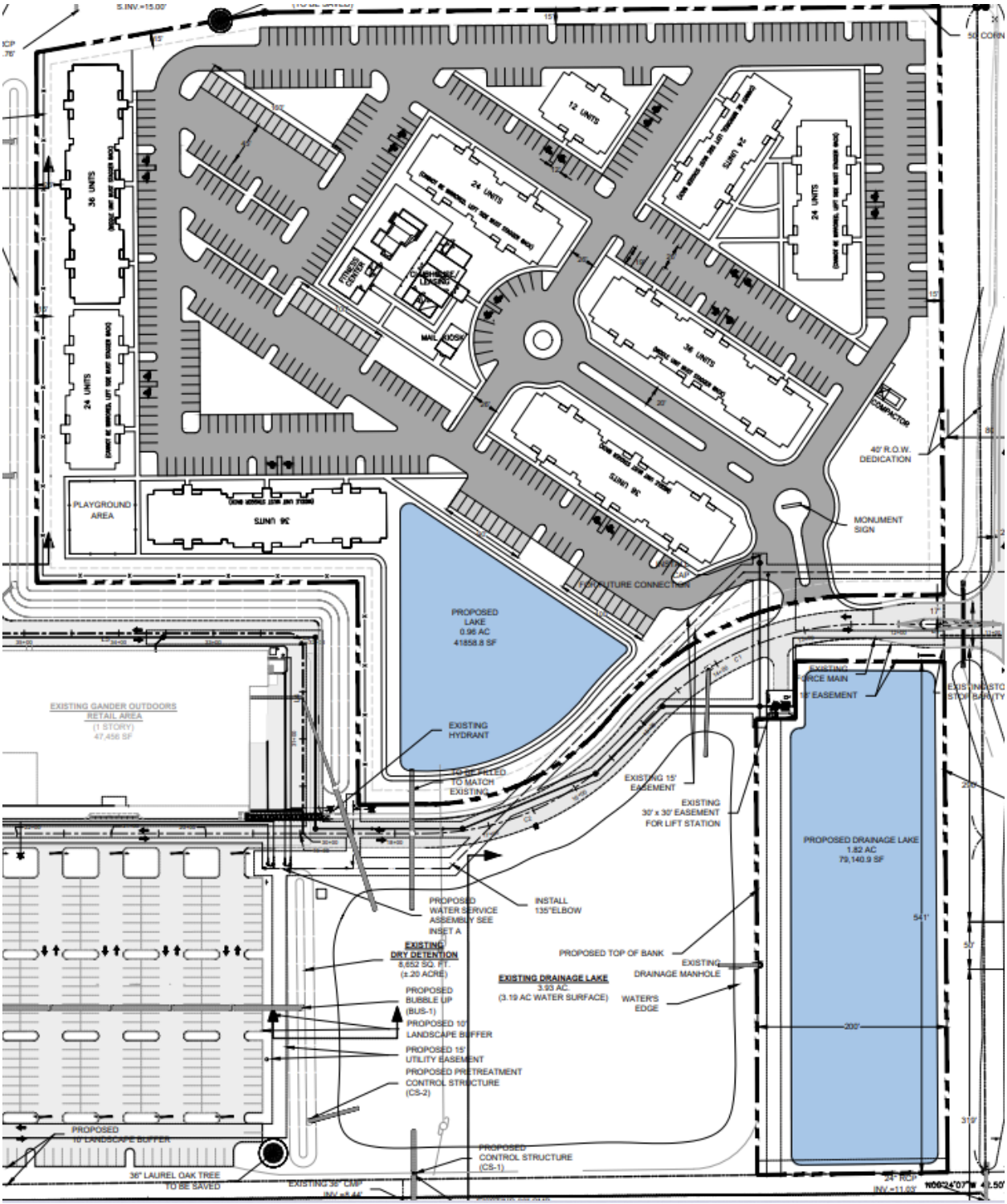
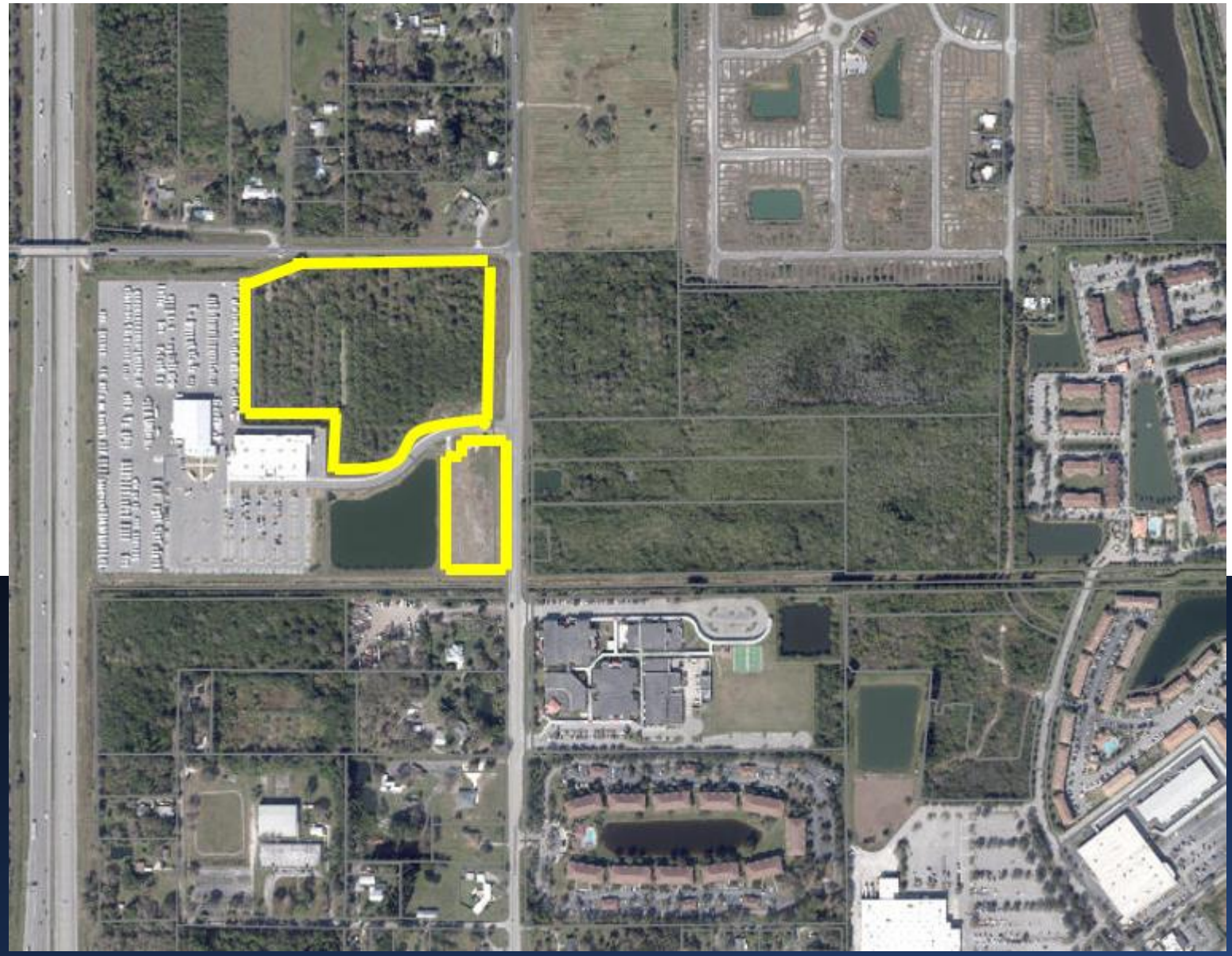


Exhibit B
Site Plan

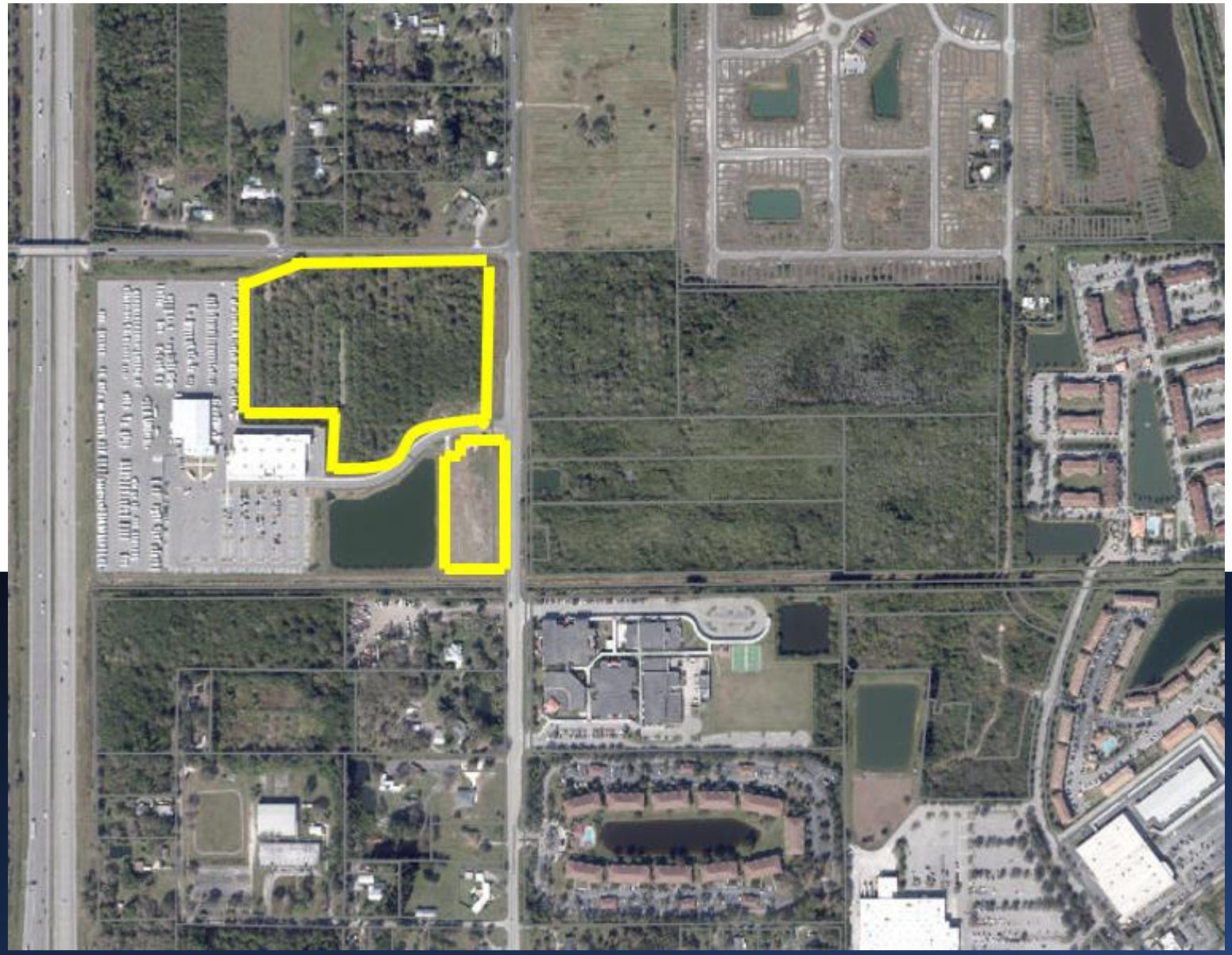


Hillpointe Residential FLUMA and Rezoning

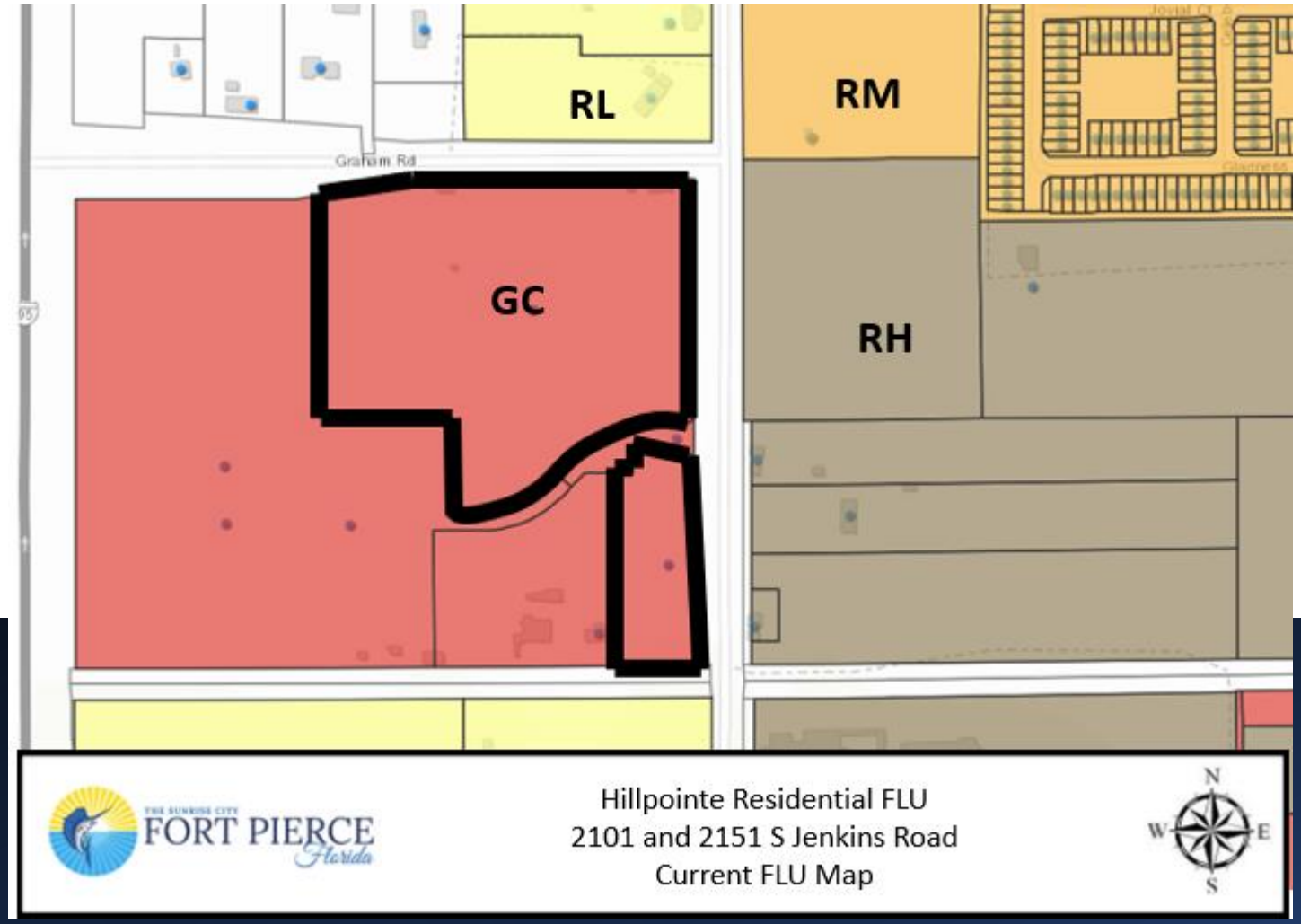


Location Map

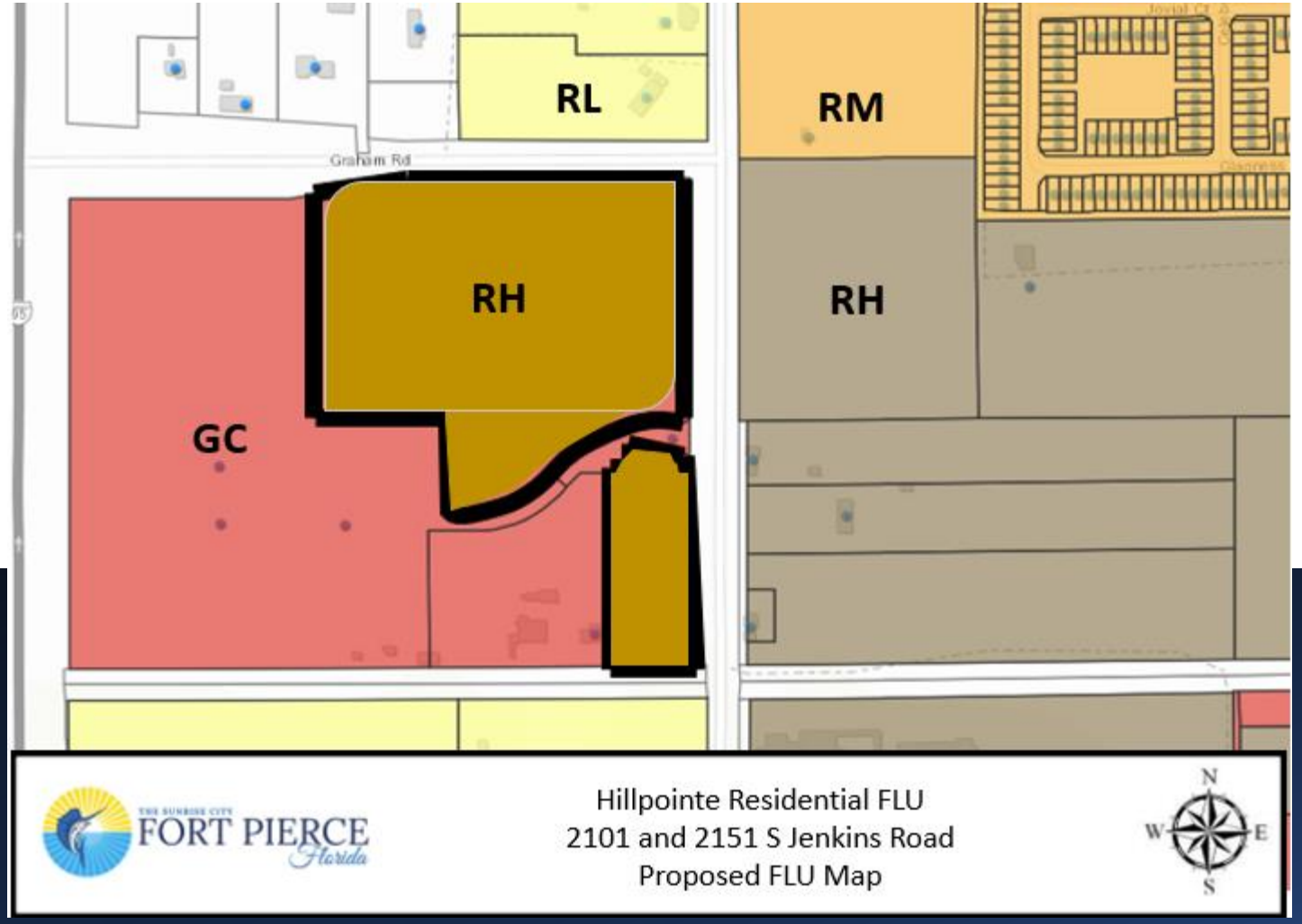
Approx. 17.25 acres



Current Future Land Use



Proposed Future Land Use



Request

Future Land Use Map Amendment, change for two (2) parcels from GC, General Commercial to RH, High Density Residential.

- Staff recommends Approval of the request

  ❑ Consistent with surrounding Future Land Use
  ❑ Consistent with the Comprehensive Plan
  ❑ Does not adversely affect the public health, safety, convenience and general welfare

City Commission Actions

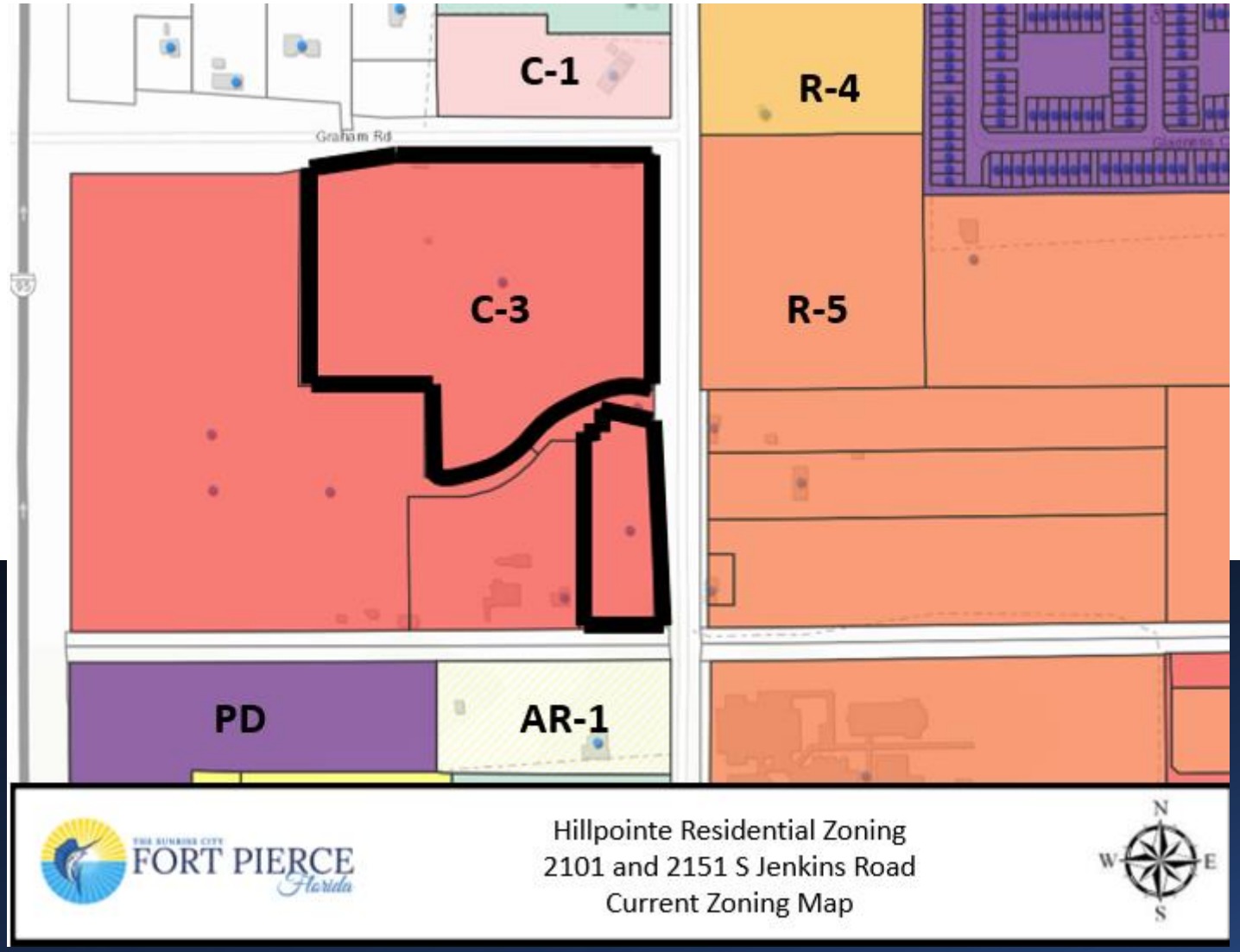
Possible actions of the City Commission:

- APPROVAL of the proposed FLUMA, with no changes
    - Staff recommends approval of the request
- APPROVAL of the proposed FLUMA, with changes
- DISAPPROVAL of the proposed FLUMA

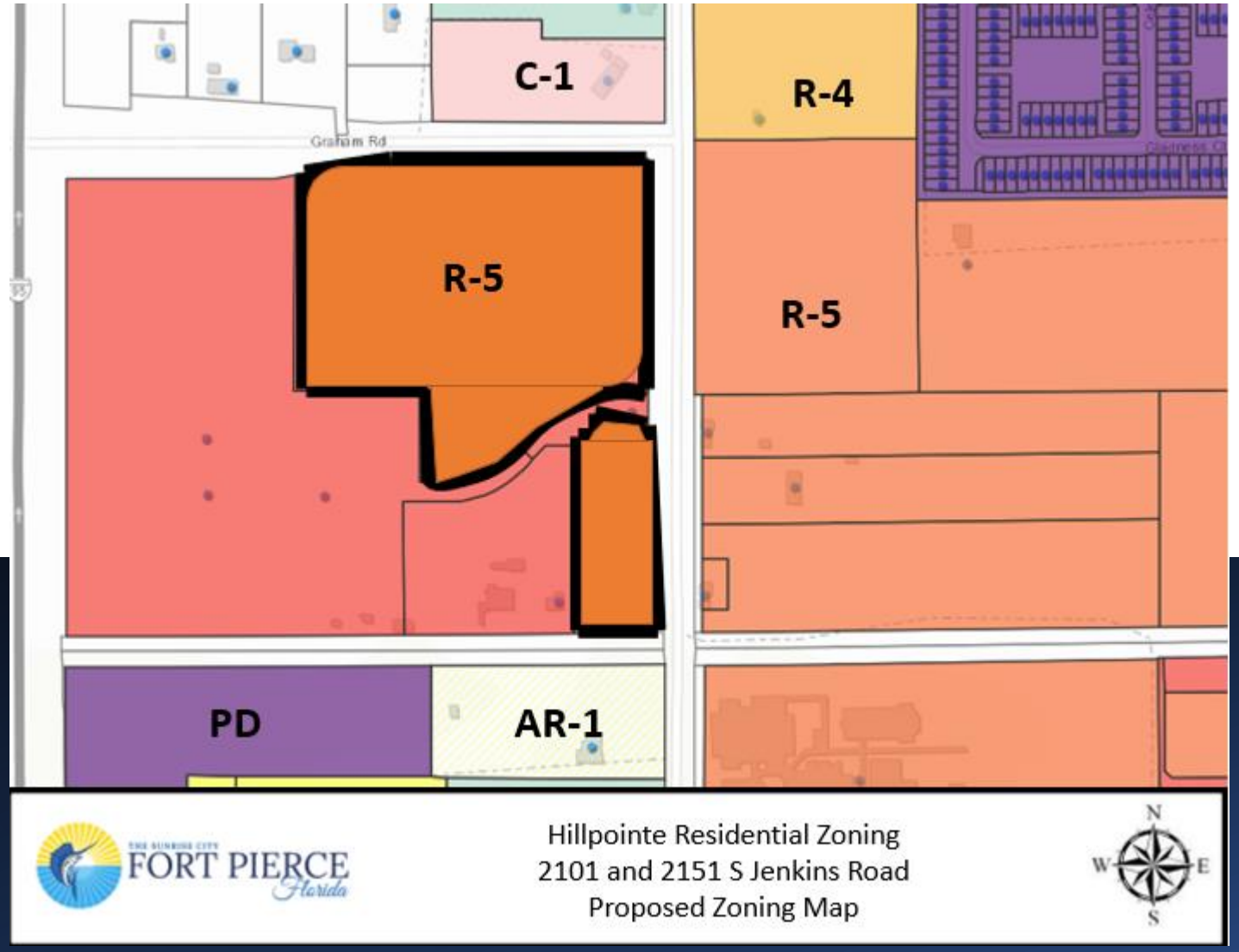
Planning Board Recommendation

The Planning Board, at their meeting on July 13th, 2022, unanimously voted to recommend approval of the request

Current Zoning Map



Proposed Zoning Map



Request

Zoning Map Amendment, change for two (2) parcels from C-3, General Commercial to R-5, High Density Residential.

- Staff recommends Approval of the request

  ❑ Consistent with surrounding Zoning
  ❑ Consistent with Section 125-136 of City Code & the Comprehensive Plan
  ❑ Does not adversely affect the public health, safety, convenience and general welfare

Planning Board Recommendation

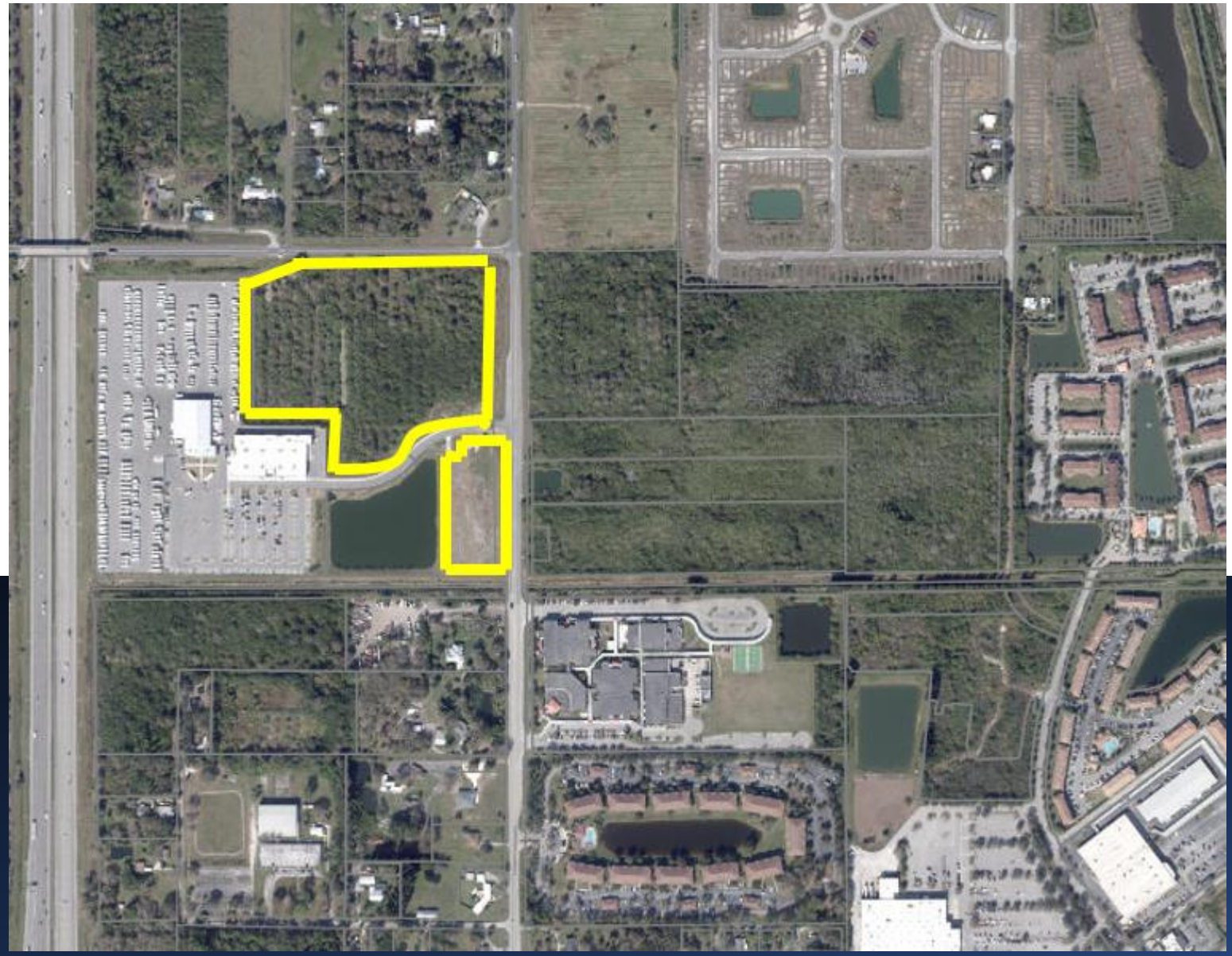
The Planning Board, at their meeting on July 13th, 2022, unanimously voted to recommend approval of the request

City Commission Actions

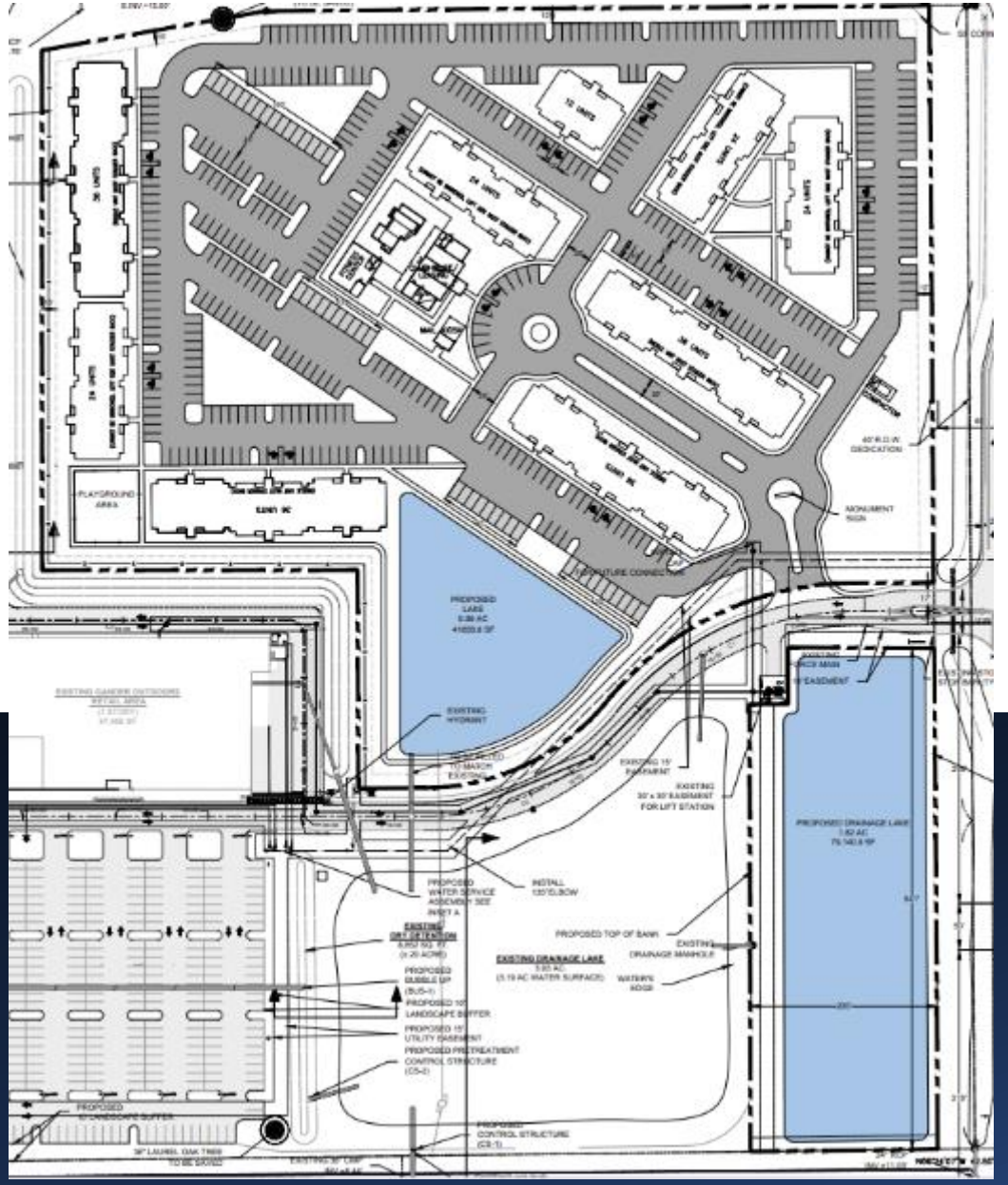
Possible actions of the City Commission:

- APPROVAL of the proposed Rezoning, with no changes
    - Staff recommends approval of the request
- APPROVAL of the proposed Rezoning, with changes
- DISAPPROVAL of the proposed Rezoning

Hillpointe Residential FLUMA and Rezoning



Hillpointe Conceptual Site Plan



City Commission Meeting & Budget Hearing - 5:05 pm **13. c.**

Meeting Date: 09/06/2022

Re: Hillpointe Residential-Rezoning - 2102 & 2151 S Jenkins Rd- 2313-800-0002-000-7 & 2313-800-0004-000-1

SUBJECT:

Quasi-Judicial Hearing - Ordinance 22-023 - Review and approval of an application of a Zoning Atlas Map Amendment submitted by property owner Brent Moody of the Freedom Roads Property Company, LLC and applicant Alejandro Toro of the Engineering Design & Construction, Inc, to change the Zoning from General Commercial, C-3, to High Density Residential, R-5, at 2101 and 2151 S Jenkins Road Fort Pierce, FL 34947. Parcel IDs: 2313-800-0002-000-7 and 2313-800-0004-000-1. FIRST READING

SUMMARY:

- In accordance with Sections 125-37 and 125-133 of the City Code, the applicant is requesting the review and approval of a Rezoning from C-3, General Commercial, to R-5, High Density Residential.
- The subject parcel is surrounded by properties zoned as General Commercial (C-3), Office Commercial (C-1), High Density Residential (R-5) and Agricultural Residential (AR-1).
- The following standards must be satisfied per Section 125-136 of the City Code prior to the approval of the requested amendment:
  (1) The amendment is consistent with the Comprehensive Plan.
  (2) The amendment will not have an adverse effect on the ability of the City to:
  a. Satisfy land and water use needs; and
  b. Meet transportation demands and provide community facilities and services.
  (3) The amendment will promote and protect the public health, safety, and general welfare.
- The Zoning Atlas Map Amendment promotes and protects the public health, safety, and general welfare as the request as proposed is in character and similar with the surrounding area, land uses and zoning designations

RECOMMENDATION:

The requested Application for Zoning Atlas Map Amendment meets the criteria specified in Section 125-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends APPROVAL of the proposed Rezoning from C-3, General Commercial, to R-5, High Density Residential.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:
Ryan Altizer, Planner

COORDINATED WITH:
Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Ordinance 22-023
Staff Report & Supporting Documents
Application Packet & Supporting Documents
Public Notice Certification
Staff Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Ryan Altizer	08/25/2022 12:51 PM
City Manager	Nick Mimms	08/31/2022 09:58 AM

Form Started By: Ryan Altizer Started On: 08/25/2022 11:22 AM
Final Approval Date: 08/31/2022

ORDINANCE NO. 22-023

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTIES GENERALLY LOCATED AT OR NEAR **2101 AND 2151 S JENKINS RD**, FROM GENERAL COMMERCIAL (C-3) TO HIGH-DENSITY RESIDENTIAL (R-5); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject properties are generally located at or near 2101 and 2151 S. Jenkins RD within the City of Fort Pierce, Florida, representing approximately 17.25 acres of land; and

WHEREAS, The City of Fort Pierce, has applied for rezoning of the subject properties generally located at 2101 and 2151 S. Jenkins RD from General Commercial, C-3 to High Density Residential, R-5; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 13th, 2022, meeting, voted to recommend approval of the request; and

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

SECTION 1. From and after the effective date hereof, the following described properties are hereby rezoned as follows:

Parcel ID: 2313-800-0002-000-7 and 2313-800-0004-000-1

From and after the effective date hereof, the following properties are legally described respectively as:

CAMPING WORLD (PB 80-7) TRACT 1

CAMPING WORLD (PB 80-7) TRACT 3

Containing 17.25 acres, more or less

Said properties being generally located at or near at 2101 and 2151 S. Jenkins RD in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from General Commercial, C-3 to High-Density Residential, R-5, as depicted on Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya M. Earley
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.22-022 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on July 3rd, 2022; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 6th, 2022; and was duly introduced, read by title only, and passed on second and final reading September 19th, 2022, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 20th day of September 2022.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A

Proposed Zoning Map Amendment
General Commercial, GC to High Density Residential, RH

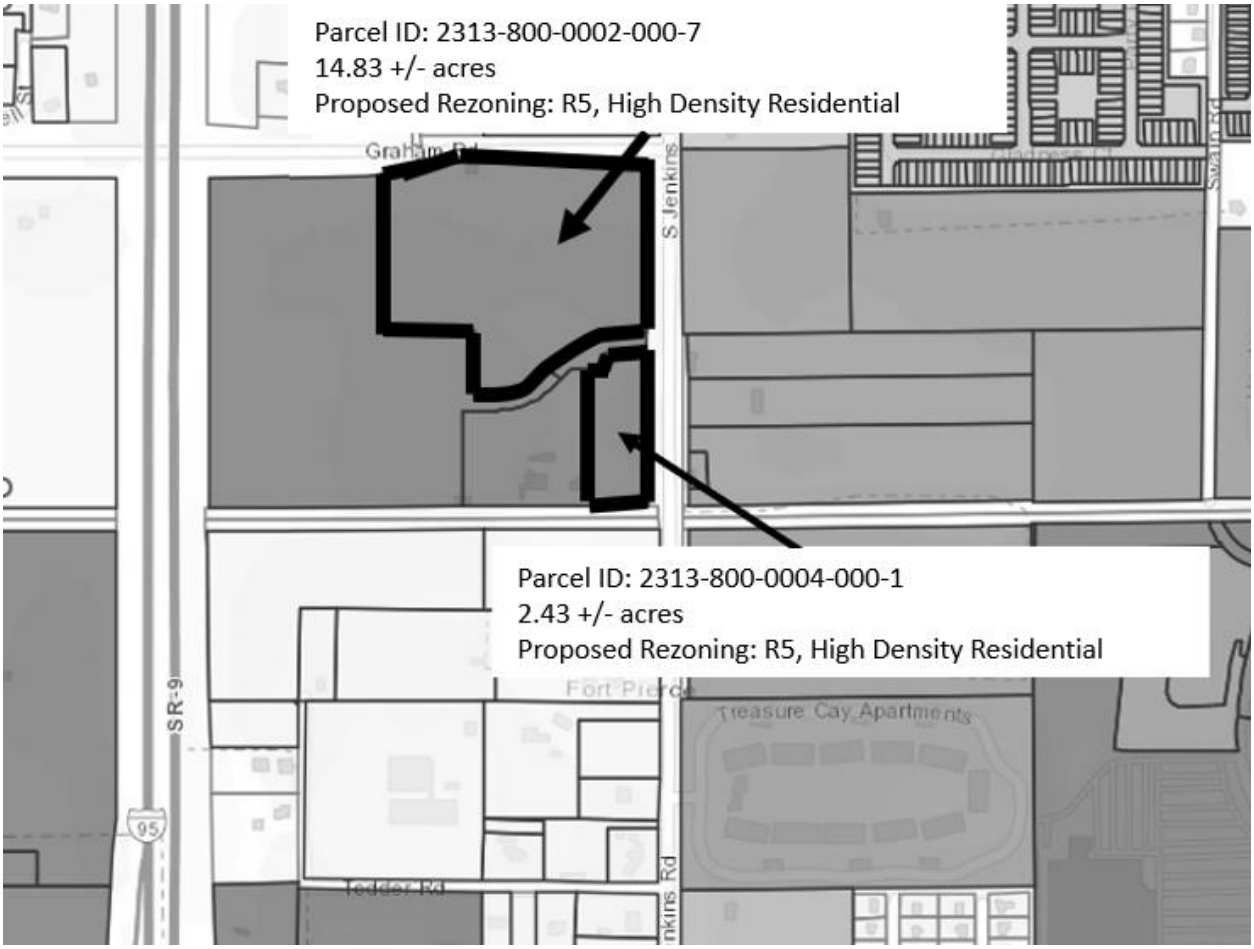
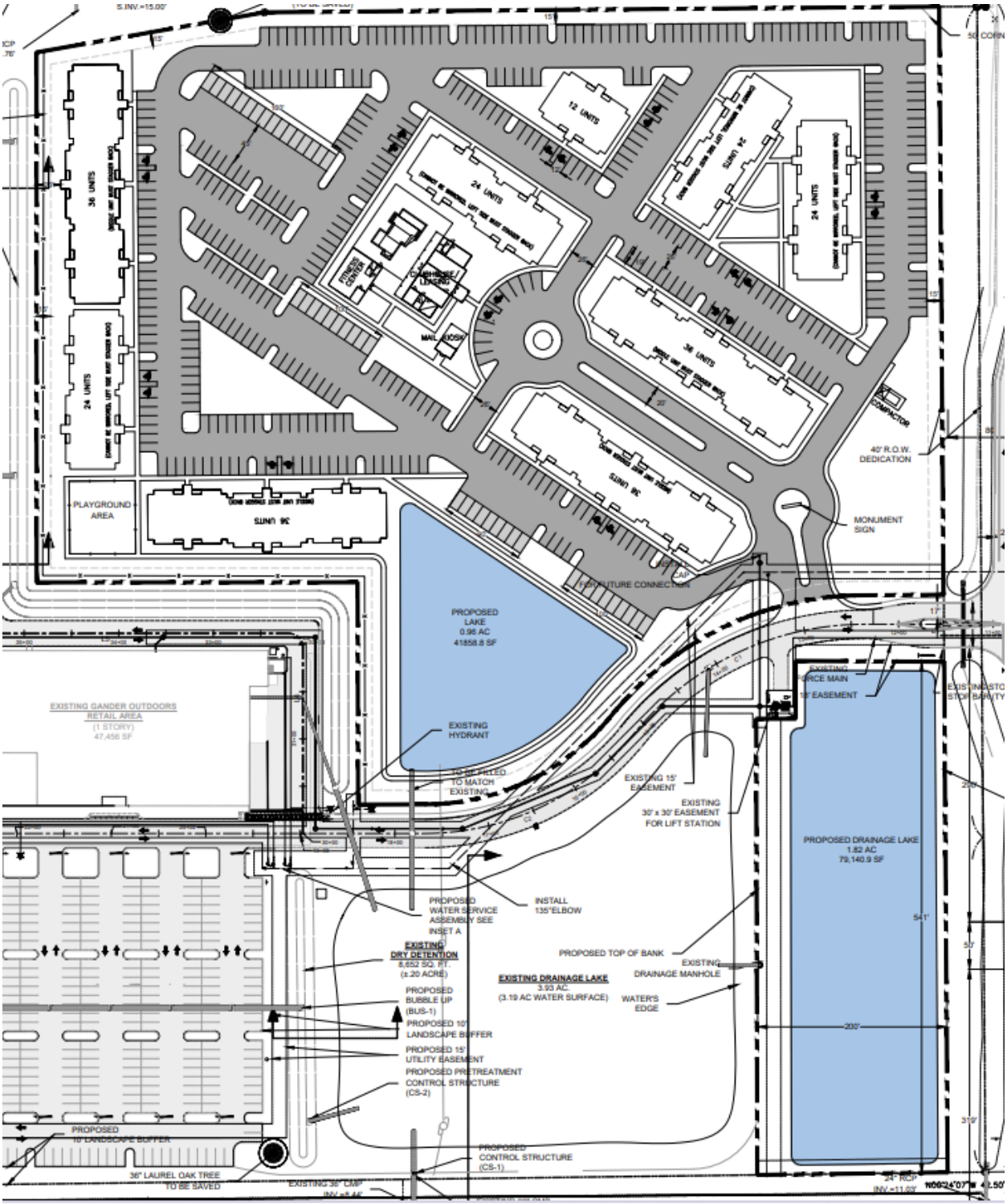


Exhibit B
Site Plan



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms. P.E., ICMA-CM, City Manager

THROUGH: Kevin Freemen, Planning Director

FROM: Ryan Altizer, Planner

RE: **Hillpointe Residential- Rezoning- 22-06000002**
2101 & 2151 S Jenkins Road

BOARD DATE: September 6, 2022

STAFF REPORT

Owner: Brent Moody; FreedomRoads Property Company, LLC
250 Parkway Drive, Suite 270
Lincolnshire, IL 60069

Representative: Alejandro Toro; Engineering Design & Construction, Inc
100 N US Highway 1
Fort Pierce, FL 34950

Applicant's Request: Approval of a Rezoning from C-3, General Commercial, to R-5, High Density Residential, and a FLUMA from GC, General Commercial, to RH, High Density Residential.

Location(s): 2101 & 2151 S Jenkins RD

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

Future Land Use: General Commercial (GC)

Current Zoning: General Commercial (C-3)

Surrounding FLU:

North	East	South	West
RL (FP)	RH (FP)	RL (FP)	GC (FP)

Surrounding Zoning:

North	East	South	West
C-1 (FP)	R-5 (FP)	AR-1 (FP)	C-3 (FP)

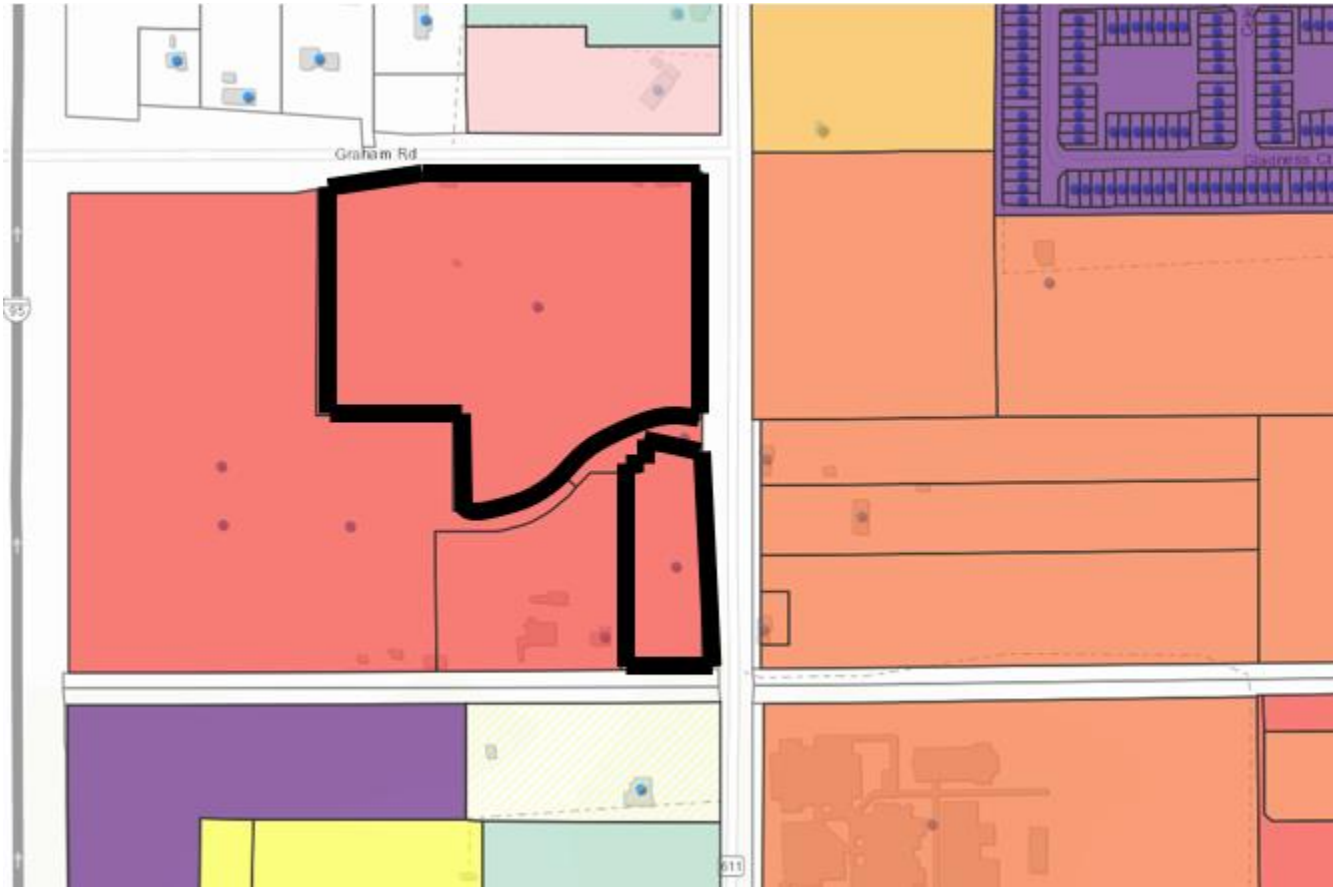
Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-37 and 125-133 of the City Code, the applicant is requesting the review and approval of a Rezoning from C-3, General Commercial, to R-5, High Density Residential.

As displayed on the maps below, the 17.25-acre subject property is surrounded by properties zoned as General Commercial (C-3), Office Commercial (C-1), High Density Residential (R-5) and Agricultural Residential (AR-1).



Zoning Map

Zoning Designation Comparison

The existing General Commercial (C-3) zoning district is intended and is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, general commercial and retail uses and most repair services and small warehousing and wholesaling operations are also permitted. The requested zoning of High Density Residential (R-5) is intended to encourage the development of multifamily dwellings.

Maximum gross densities should generally not exceed 15 units per acre for conventional developments and 18 units per acre for innovative residential developments. This zone provides for high density residential uses in locations which have suitable utilities and have good access to arterial or collector streets. Single-family homes, townhomes, duplexes, other residential uses, and various nonresidential uses are allowed when parameters and safeguards in this section are satisfied. It is staff's professional opinion that the more appropriate zoning for the subject site is R-5, also being compatible with the proposed Future Land Use of RH, which is subject to Commission action prior to this item.

Standards for Review

Pursuant to Article IX, City Code of Ordinances, a proposed change of district or text may be initiated by the city commission, the city planning board or by petition of one or more of the property owners or affected residents within the area proposed to be changed or affected by a change in the district map or text.

The following standards must be satisfied per Section 125-136 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the Comprehensive Plan.
(2) The amendment will not have an adverse effect on the ability of the City to:
    a. Satisfy land and water use needs; and
    b. Meet transportation demands and provide community facilities and services.
(3) The amendment will promote and protect the public health, safety, and general welfare.

The proposed amendment is consistent with and furthers the Goals, Objectives, and Policies of the City's Comprehensive Plan. The Zoning Atlas Map Amendment promotes and protects the public health, safety, and general welfare as the request as proposed is in character and similar with the surrounding area, land uses and zoning designations

Technical Review Committee

All affected City and County Departments have reviewed the proposed Zoning Atlas Map Amendments and there were no comments from the TRC.

Planning Board Recommendation

The Planning Board, at their meeting on July 13th, 2022, voted unanimously to recommend Approval of the request.

Staff Recommendation Zoning Atlas Amendment and Future Land Use Map Amendment

The requested Application for Zoning Atlas Map Amendment meets the criteria specified in Section 125-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends APPROVAL of the proposed Rezoning from C-3, General Commercial, to R-5, High Density Residential.

Hillpointe, LLC
1031 W. Morse Boulevard, Suite 240
Winter Park, FL 32789

AGENT CONSENT FORM

Project Name: Hillpointe Residential – 2101 & 2151 S. Jenkins Road

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

BEFORE ME THIS DAY PERSONALLY APPEARED Brent Moody, 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 10th day of May, 2022, by Brent Moody, as President of FreedomRoads Property Company, LLC (Name of Person Acknowledging) who is personally known to me or who has produced NA (type of identification) as identification and who ~~did~~ (did not) take an oath.

Mauricio Rodriguez
Notary Signature

Mauricio Rodriguez
Printed Name of Notary

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26
(Notary Seal)

2/16/26
My commission expires

Owner's Signature

Brent Moody, as President of FreedomRoads Property Company, LLC
Owner's Name

250 Parkway Drive, Suite 270
Street Address

Lincolnshire, IL 60069
City, State, Zip

mauricio.rodriguez@campingworld.com
Telephone / Email

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Application for Future Land Use Map Amendment

☒ Future Land Use Map Amendment – Large Scale (>10 acres)

☐ Future Land Use Map Amendment – Small Scale (<10 acres)

In accordance with Chapter 163.3187, Florida Statutes, The City of Fort Pierce will consider applications for land use changes on parcels in excess of 10 aces ("Large Scale Amendments") only twice each calendar year. The City Commission will consider applications for land use changes on parcels less than or equal to 10 acres with a maximum density of 10 units per acres or less at any time during the calendar year. You are encouraged to schedule a pre-application meeting with the planning staff and to submit your application up to three months in advance of the application deadline.

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☒ Warranty Deed & Legal Description
- ☒ St. Lucie County Property Record Card
- ☒ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☒ Current Survey
- ☒ Environmental Study
- ☐ Traffic Impact Report
- ☒ *** Capacity Analysis-Separate Form
- ☒ Drainage Analysis
- ☒ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 2101 & 2151 S. Jenkins Road
2. Property Tax ID(s): 2313-800-0002-000-7 & 2313-800-0004-000-1
3. Total Acreage: 17.25 Acres
4. Existing Future Land Use Designation: General Commercial (GC)
5. Existing Zoning Classification: General Commercial Zone(C-3)
6. Proposed Zoning Classification: High-Density Residential Zone (R-5)
7. Other applications being submitted concurrent with this application, if any: Application for Zoning Atlas Map Amendment
8. Describe the existing uses, improvements and structures on the amendment lands: The subject parcels are currently vacant with no improvements or structures
9. Are there any identified or possible historical structures on the amendment lands? No
10. The reason for making this request: To allow for high density residential units exceeding 20% of GFA

11. Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
Proposed	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people	0	17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning Enrollment Demand	76.29	178.02
Proposed Zoning Enrollment Demand	74.52	173.88
Change in Demand	Decrease 1.77	Decrease 4.14

E. Solid Waste:
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	751,410 x 0.05 per sf = 37,571cy
Proposed Zoning	252 d/u x 0.47 cy per du = 118.44 cy
Change in Demand	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

G. Transportation Analysis:
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	LU Code 842 - 4,901	833/755
Proposed Zoning	LU Code 222 - 1,144	84/101
Change in Demand	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

12. Name of Owner(s): Brent Moody, PE ; Freedom Roads Property Company, LLC
Mailing Address: 250 Parkway Drive, Suite 270
City Lincolnshire State Illinois Zip 60069
Phone #
E-mail: mauricio.rodriguez@campingworld.com

13. Name of Applicant: Nick Everly; Hillpointe, LLC
Mailing Address: 1031 W. Morse Boulevard, Suite 240
City Winter Park State Florida Zip 32789
Phone # 1-303-656-8506 Fax #
E-mail: neverly@hillpointe.com

14. Name of Representative: Alejandro Toro ; Engineering Design & Construction, Inc
Mailing Address: 10250 SW Village Parkway
City Port St. Lucie State Florida Zip 34987
Phone # 772-462-2455 Fax #
E-mail: alejandrotoro@edc-inc.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☐ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

05/11/22

Applicant's Signature Date

1031 W Morse Blvd, Ste 240

Address State FL 32789 Zip

303-656-8506 neverly@hillpointe.com

Phone Fax E-mail Address

16. Property Owners 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 for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

FreedomRoads Property Company, LLC

Property Owner's Name (Please Print) Phone

250 Parkway Dr, Ste 270 IL 60069

Address State Zip

, President 5/11/22

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 11th day of May, 2022, by Brent Moody who is personally known to me or has produced NA as identification.

Signature of Notary (seal)

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26

OFFICE USE:

DATE RECEIVED: Signed:

File Number: Check No: Receipt No:

TRC Review: Planning Board Review: City Commission:

Ordinance No: Date Approved:

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4606311 OR BOOK 4309 PAGE 826, Recorded 08/15/2019 03:48:00 PM Doc Tax $3675.00

This Instrument Prepared By:
Dennis G. Corrick, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification Nos.:
2313-800-0002-000-7
2313-800-0004-000-1
2324-112-0000-000-5
2324-124-0002-000-6

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 13th day of August, 2019, by **STRUCTURED REA – FT. PIERCE, LLC**, an Arizona limited liability company, authorized to transact business in Florida, document number M17000003591, whose address is 2025 N. Third Street, Suite 200, Phoenix, Arizona 85004 ("**Grantor**"), to **FREEDOMROADS PROPERTY COMPANY, LLC**, a Minnesota limited liability company, whose address is 250 Parkway Drive, Suite 270, Lincolnshire, Illinois 60069 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, 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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

This conveyance is subject to taxes accruing subsequent to December 31, 2018, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: David W. Gigger

Linda M. Briglia
Print Name: Linda M. Briglia

GRANTOR:

STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company

By: STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, its Manager

By: Stephen Doyle
Stephen Doyle, Manager

STATE OF Florida
COUNTY OF St. Lucie

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of August, 2019, by STEPHEN DOYLE, as Manager of STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, as the Manager of STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company. Said person (check one) ☑ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Linda M. Briglia
Print Name: Linda M. Briglia
Notary Public, State of Florida
Commission No.: FF899597
My Commission Expires: 9/1/19

{Notary Stamp}

LINDA M BRIGLIA
Commission # FF 899597
Expires September 1, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"

Legal Description

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 7, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

AND THE FOLLOWING PARCELS:

PARCEL 5: (6133 TEDDER ROAD - TAX ID 2324-112-0000-000-5)

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE NORTH 40.5 FEET THEREOF, ALL LOCATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS;

PARCEL 6: (ADDRESS TBD ON TEDDER ROAD - TAX ID 2324-124-0002-000.6)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS ROAD RIGHTS-OF-WAY AND DRAINAGE CANALS. ALSO LESS A TRIANGULAR PARCEL IN THE NORTHEAST CORNER BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN SOUTH ALONG THE EAST LINE 15 FEET; THENCE RUN NORTHWESTERLY TO THE NORTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 TO A POINT 15 FEET WEST OF THE POINT OF BEGINNING; THENCE RUN EAST 15 FEET TO THE POINT OF BEGINNING.

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

Property Identification

Site Address: 2101 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0002-000-7
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185066
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069

Legal Description

CAMPING WORLD (PB 80-7) TRACT 1



Current Values

Just/Market Value:	$645,800
Assessed Value:	$645,800
Exemptions:	$0
Taxable Value:	$645,800

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	14.83
Land Size (SF):	645,777

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured REA-FT Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$645,800
Just/Market:	$645,800
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$645,800
Exemption(s):	$0
Taxable:	$645,800

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	14.825	North St. Lucie Water Management District	$303.91

Start Year	AssessCode	Units	Description	Amount
2019	0041	40.3	Fort Pierce Stormwater Charge	$2,780.70

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$645,800	$645,800	$0	$645,800
2020	$645,800	$645,800	$0	$645,800
2019	$645,800	$645,800	$0	$645,800

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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

Property Identification

Site Address: 2151 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0004-000-1
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185068
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069



Legal Description

CAMPING WORLD (PB 80-7) TRACT 3

Current Values

Just/Market Value:	$105,900
Assessed Value:	$105,900
Exemptions:	$0
Taxable Value:	$105,900

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.43
Land Size (SF):	105,894

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured Rea Ft Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$105,900
Just/Market:	$105,900
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$105,900
Exemption(s):	$0
Taxable:	$105,900

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	2.431	North St. Lucie Water Management District	$49.84

Start Year	AssessCode	Units	Description	Amount
2020	0041	6.6	Fort Pierce Stormwater Charge	$455.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$105,900	$105,900	$0	$105,900
2020	$105,900	$105,900	$0	$105,900
2019	$105,900	$105,900	$0	$105,900

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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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LEGAL DESCRIPTION

Hillpointe Residential – South Jenkins Road

2101 & 2151 South Jenkins Road

PARCEL ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA,

AND DESCRIBED AS FOLLOWS:

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80,

PAGE 7 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

April 25, 2022

Hillpointe LLC
Attn: Nicholas Everly

VIA Email: klee@hillpointe.com and neverly@hillpointe.com

Reference: **Environmental Assessment**
2151 & 2101 S Jenkins Road
Fort Pierce, Florida
Parcel ID # 2313-800-0002-000-7 and 2313-800-0004-000-1

Dear Mr. Everly,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced property. The purpose of this evaluation was to conduct a review of the above listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulations pertaining to this parcel.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to the City of Fort Pierce land developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

Madison Quinones, BS, FWC AGTA, AWB®
Wildlife Biologist | Project Scientist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

Parcel ID: 2313-800-0002-000-7 and 2313-800-0004-000-1
2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Date: April 25, 2022
Project # 22-154

Prepared For:
Hillpointe LLC
Attn: Nicholas Everly
Email: klee@hillpointe.com and neverly@hillpointe.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida. The subject property is further located within Section 13, Township 35 South, and Range 39 East.

This environmental assessment was completed as a precursor to permitting and review by governmental agencies as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on April 20, 2022 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The subject property consisted of mowed grass (southern tax parcel) and a fallow grove (northern tax parcel) comprised predominantly of exotic vegetation. The upland habitat associations were determined via onsite analysis and classified according to the Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC). The CLC incorporates classifications used by FWC, Florida Natural Areas Inventory (FNAI), and Florida's water management districts. The following CLC codes were identified onsite; 214 – fallow grove and 1810 – mowed grass. Please refer to the attached Florida CLC Map for the approximate location of the habitat(s) delineated onsite.

It is important to note that there is native vegetation present, but the native vegetation does not have significant associations and is therefore not considered to be native habitat.

Common Name	Species Name
Cabbage Palm	*Sabal Palmetto*
Laurel Oak	*Quercus laurifolia*
Dwarf Palmetto	*Sabal minor*
Flatsedge	*Cyperus spp.*
Saltbush	*Baccharis halimifolia*
Grassleaf Rush	*Juncus marginatus*
Brazilian Pepper**	*Schinus terebinthifolia*
Caesar's Weed**	*Urena lobata*
Cogon Grass**	*Imperata cylindrica*
Giant Reed**	*Arundo donax*
Torpedo Grass**	*Panicum repens*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

Table 1: This table lists a representative sample of vegetative species observed during the site visit.

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no State jurisdictional wetlands on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. None of these components were found during the field reconnaissance on the property.

An agricultural ditch is located on the northern tax parcel. According to State rules, this area is classified as "other surface waters" (OSW). OSWs are surface waters that are not identified as wetlands. Please refer to the attached Florida CLC Map for the approximate location of the OSW.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No gopher tortoises, their burrows, or habitat were identified onsite. No other state or federally listed plant/animal species or their habitat(s) were observed on site.

Due to there being no native upland habitat or wetlands located on site, historical and continued anthropogenic disturbance (agricultural, clearing, mowing, etc.), and no connection to any adjoining significant native habitats, it is unlikely that any listed animal/plant species is located onsite.

SOIL COMPOSITION:

Based on a review of the U.S. Department of Agriculture (USDA) Web Soil Survey the site is composed of the following soil series:

Hilolo loamy sand, 0-2% slopes – Hilolo sand is fine-loamy, silicious, poorly drained and slowly permeable soil. These soils are found in dense palm hammocks and along the borders of sloughs and depressional areas. The surface layer is fine sand to a depth of eight inches. The water table is at a depth of less than 10 inches for 2 to 4 months in most years. Natural vegetation is cabbage palm, water oak, longleaf pine and slash pine with an understory of wax myrtle, saw palmetto and inkberry. Citrus crops are well suited for this soil. The soil has high potential for dwellings without basements, small commercial buildings and roads. Water control measures are necessary to overcome excessive wetness.

Wabasso sand, 0-2% slopes – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The surface layer is sand about 8 inches thick. The upper 4 inches is black and the lower 4 inches is dark grey. The water table is typically at a depth of less than 10 inches for 1 to 4 months during the wet season, and at a depth of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, running oak, inkberry and fetterbush. Common grasses are threeawn and bluestem. The soil has severe limitations for cultivated crops and citrus due to wetness. The soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

Winder loamy sand – This is a poorly drained, nearly level soil found in hammocks and along drainage ways. The surface layer typically is black loamy sand that is 6 inches thick. The water table is within a depth of 10 inches of the surface for 2 to 4 months and between a depth of 10 to 40 inches for most of the rest of the year. The natural vegetation associated with this soil type includes cabbage palm, willow oak, scattered long leaf and slash pine and an understory of wax

myrtle and saw palmetto. This soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

SITE HISTORY:

According to the earliest available Google Earth aerial photographs, the subject property has been used as a grove from 1994 until around 2006 when the grove appeared to be out of production. At this time the grove appeared to have been cleared and was left to be claimed by exotic vegetation overtime. The southern tax parcel was cleared in 2019.

CITY OF FORT PIERCE REGULATIONS:

The following lists the City of Fort Pierce Code of Ordinances that apply to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

Section 123-64: *No person shall remove a protected tree situated within the city, without first obtaining a tree removal permit. Protected trees include any native tree with at least 14 inches in diameter (DBH), except for palms which have a minimum clear trunk of ten feet (**Sec. 123-66**).*

It is the opinion of EDC that trees meeting the protected trees criteria were observed onsite. Therefore, a tree survey is required prior to the submittal of a tree removal permit and land clearing permit.

SUMMARY:

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida.

It is the professional opinion of EDC that no native upland habitat or wetlands are located onsite. In addition, no listed animal or plant species or their habitat(s) were located onsite. Lastly, trees meeting the protected tree criteria were observed onsite. A tree survey will be required prior to the submittal of a tree removal permit and land clearing permit.

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

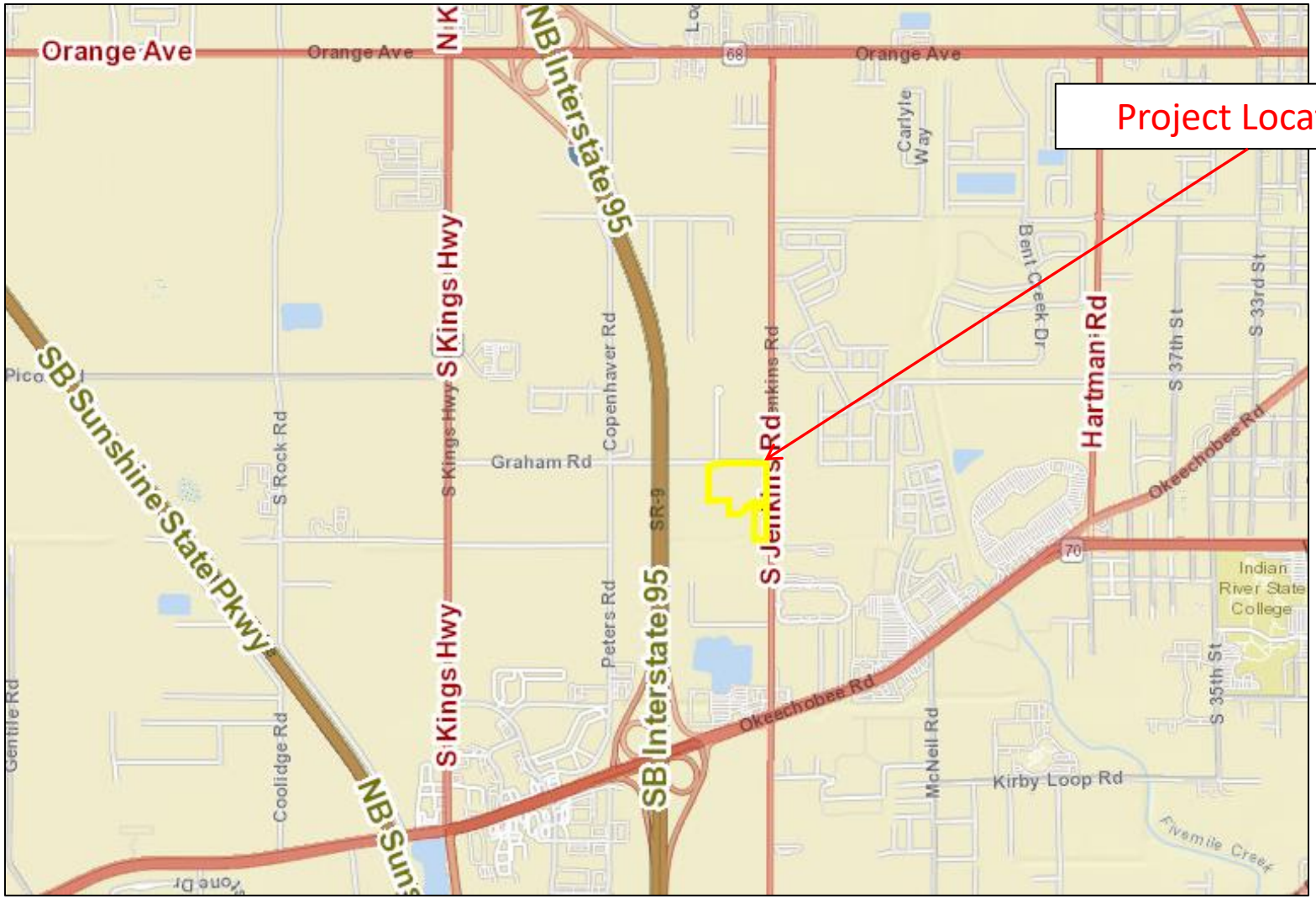
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Location Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

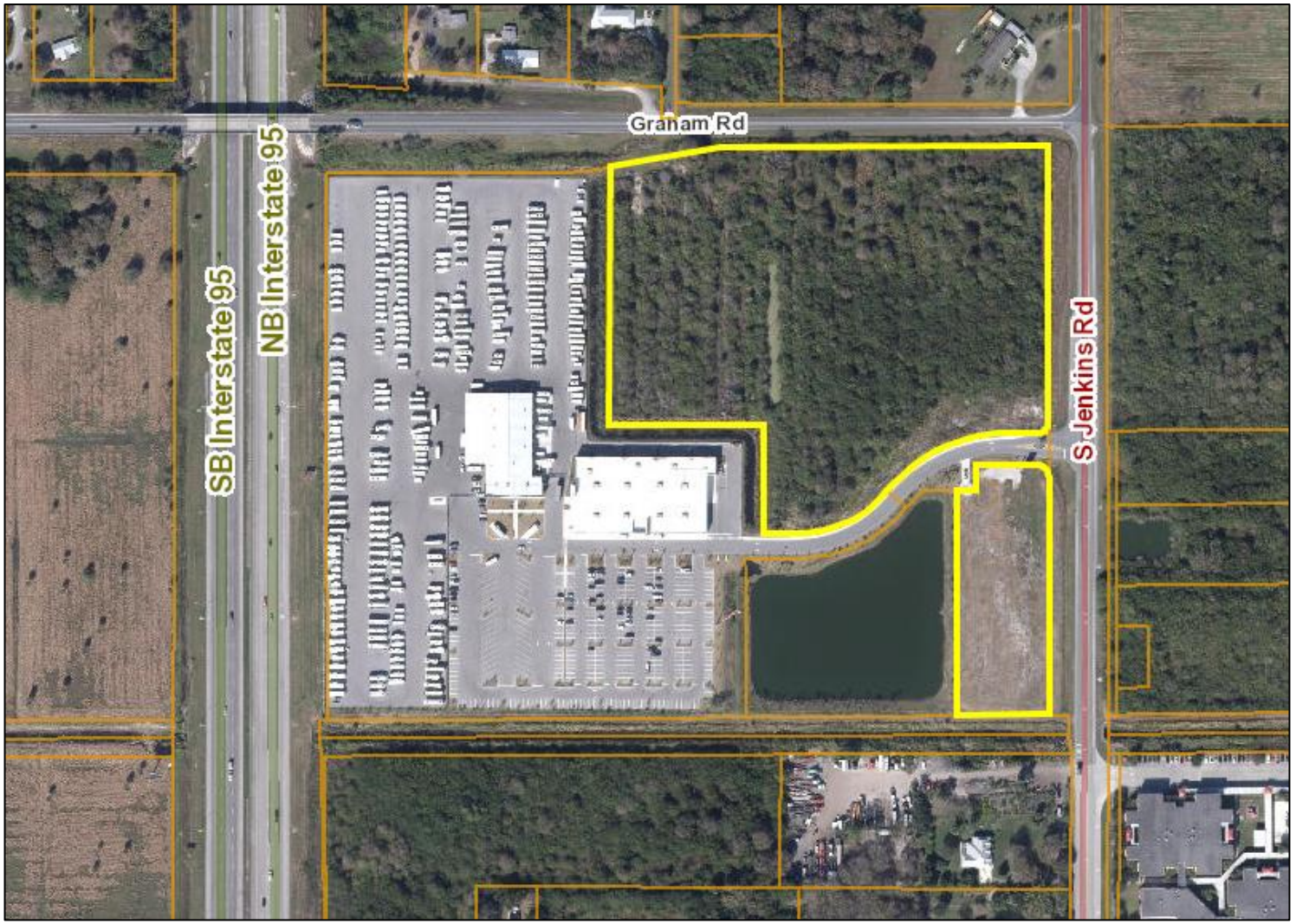
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Property Appraiser Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

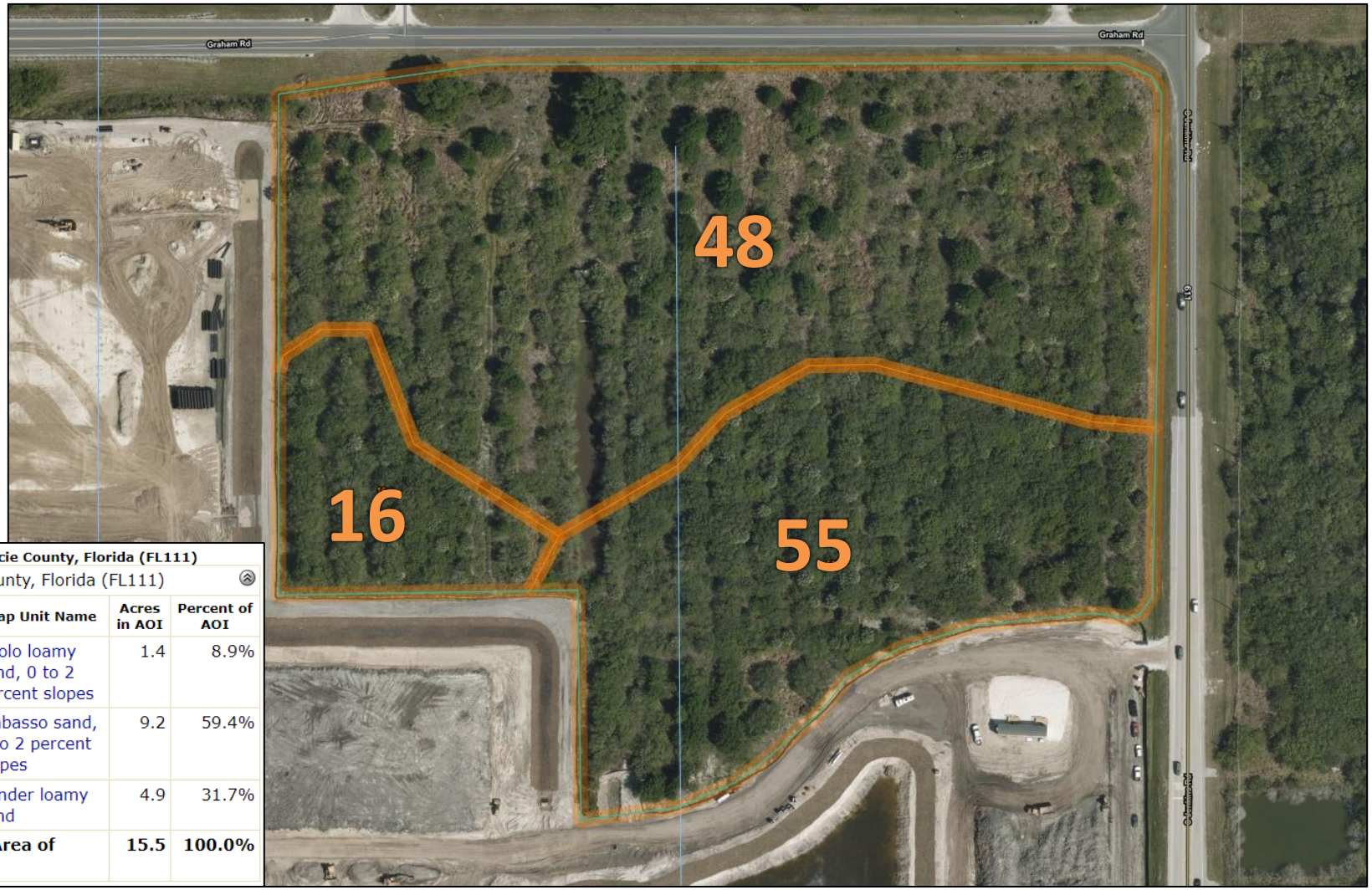
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey North Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
16	Hilolo loamy sand, 0 to 2 percent slopes	1.4	8.9%
48	Wabasso sand, 0 to 2 percent slopes	9.2	59.4%
55	Winder loamy sand	4.9	31.7%
Totals for Area of Interest		**15.5**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey South Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
55	Winder loamy sand	2.7	100.0%
Totals for Area of Interest		**2.7**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

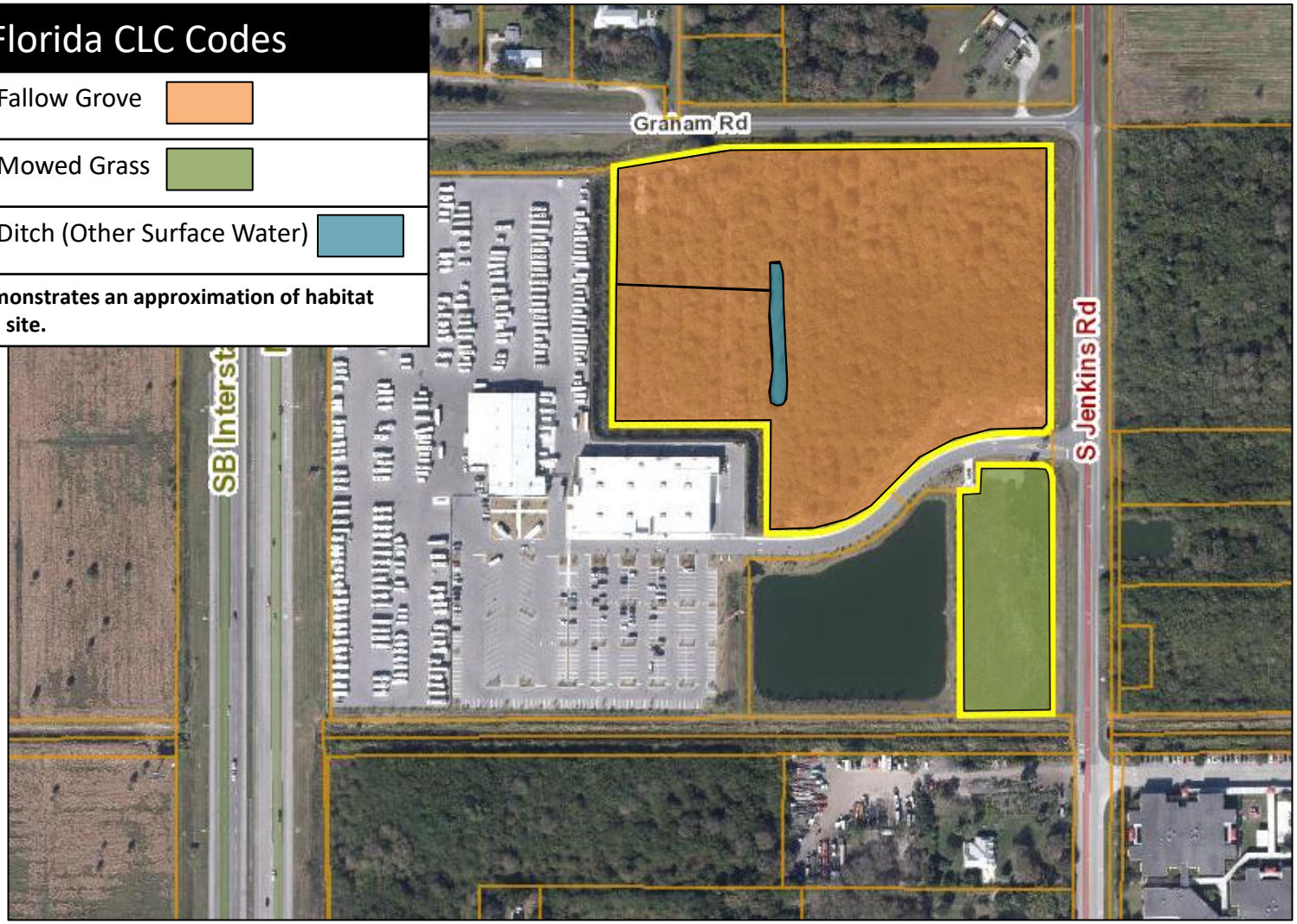
Florida Cooperative Land Cover (CLC) Map

Project: 22-154	Hillpointe LLC	04/25/2022

N

Florida CLC Codes	
214	Fallow Grove
1810	Mowed Grass
4220	Ditch (Other Surface Water)

***This map demonstrates an approximation of habitat boundaries on site.**



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Google Earth 1994 Aerial Image

Project: 22-154	Hillpointe LLC	04/25/2022

N



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
****Proposed**	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people	0	17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning/FLU Enrollment Demand	76.29	178.02
****Proposed Zoning/FLU Enrollment Demand**	74.52	173.88
****Change in Demand**	Decrease 1.77	Decrease 4.14

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	751,410 x 0.05 per sf = 37,571cy
****Proposed Zoning/FLU**	252 d/u x 0.47 cy per du = 118.44 cy
***Change in Demand**	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

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	LU Code 842 - 4,901	833/755
****Proposed Zoning/FLU**	LU Code 222 - 1,144	84/101
***Change in Demand**	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

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: 252		Single Family: N/A		Multifamily: 252	
	Non-residential (square footage): N/A				
	Mixed-use (describe use): N/A				
(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	I	252	17.25	01/2023	01/2025
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
N/A					
N/A					
N/A					
N/A					
N/A					

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? _____

2. What is the current use of the structure to be demolished or re-used? _____

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:

** Complete section if requesting a change in zoning, future land use, or expanding

PROJECT NARRARTIVE & JUSTIFICATION STATEMENT
HILLPOINTE, LLC – RESIDENTIAL
Future Land Use & Zoning Atlas Map Amendment
May 12, 2022

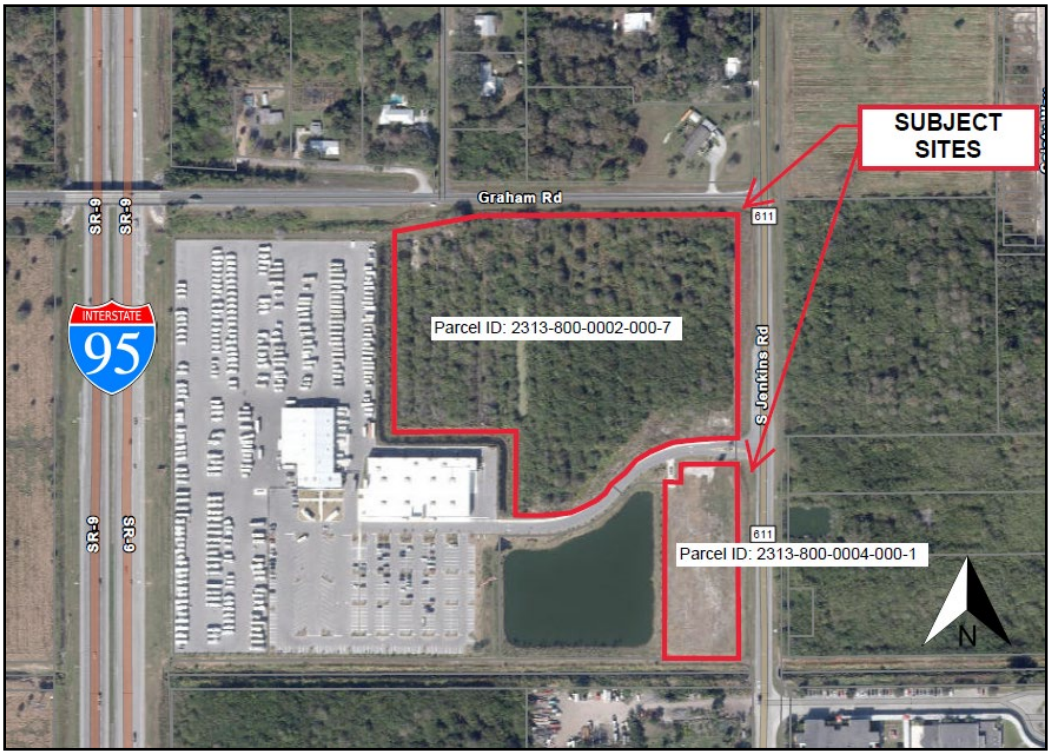
REQUEST

On behalf of the petitioner, Engineering Design & Construction, Inc. is requesting approval of a Future Land Use and Zoning Atlas Map Amendment for two (2) parcels located on the southwest corner of Graham Road and South Jenkins Road in Fort Pierce, Florida. The applicant is requesting to change the Future Land Use from General Commercial (GC) to High Density Residential (RH) and rezone the properties from General Commercial (C-3) Zoning district to High Density Residential (R-5) Zoning district.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject properties are located at the southwest corner of Graham Road and South Jenkins Road in Fort Pierce Florida. The following table identifies the parcels associated with this request.

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning	Proposed FLU	Proposed Zoning
2313-800-0002-000-7	2101 S. Jenkins Road	14.82	GC	C-3	RH	R-5
2313-800-0004-000-1	2151 S. Jenkins Road	2.43	GC	C-3	RH	R-5
	TOTAL ACRES:	**17.25**				



On Monday, August 20, 2018, the City Commission adopted ordinance numbers 18-017 and 18-018, approving a Future Land Use and Zoning amendments for five (5) parcels located at 2191 S. Jenkins Road to allow for three developments of a project known as Camping World.

The petitioner is requesting approval to change the existing Future Land Use designation and Zoning district for two (2) of the original parcels.

To the north of the property lies the right-of-way of Graham Road. Graham Road has a right of way (ROW) width that varies from 93 feet along the eastern portion of the northern property line and a ROW width of 181 feet along the western portion of the northern property line. There are three (3) properties to the north of Graham Road. The eastern most 3.47-acre property has a Future Land Use (FLU) designation of Low Density Residential (RL) and is located in the Office Commercial (C-1) Zoning District. This property is currently developed with a single-family house. The middle .77-acre property and the westernmost property lie in the St. Lucie County Jurisdiction and have a FLU designation of Residential Urban (RU) and are located in the Residential, Single Family -2 (RS-2) zoning district. The middle property is currently vacant and the western property consists of a single-family house.

To the south of the subject property lies the North Saint Lucie River Water Control District (NSLRWCD) Canal No.38 followed by two parcels with a Future Land Use of Low Density Residential (RL). The south eastern 4.18-acre parcel consists of an outdoor storage area and lies in the AR-1 Zoning District. The south western 9.120-acre parcel is currently vacant and lies in the Planned Development (PD) Zoning District.

To the west of the subject property lies the Camping World and Gander Mountain commercial facility. This site has a Future Land Use Designation of General Commercial (GC) and is located in the General Commercial Zone (C-3) Zoning district.

To the east of the subject property lies the right-of-way of South Jenkins Road. South Jenkins Road is an urban minor arterial road with an ultimate right of way (ROW) width of 160 feet. There are five (5) vacant parcels across this road. These vacant lots have a Future Land Use Designation of High Density Residential (RH) and are located in the High Density Residential (R-5) Zoning District.

The Figures below illustrate the existing and proposed Future Land Use and Zoning designations for each parcel associated with this application.



Figure 1: Existing FLU vs Proposed FLU

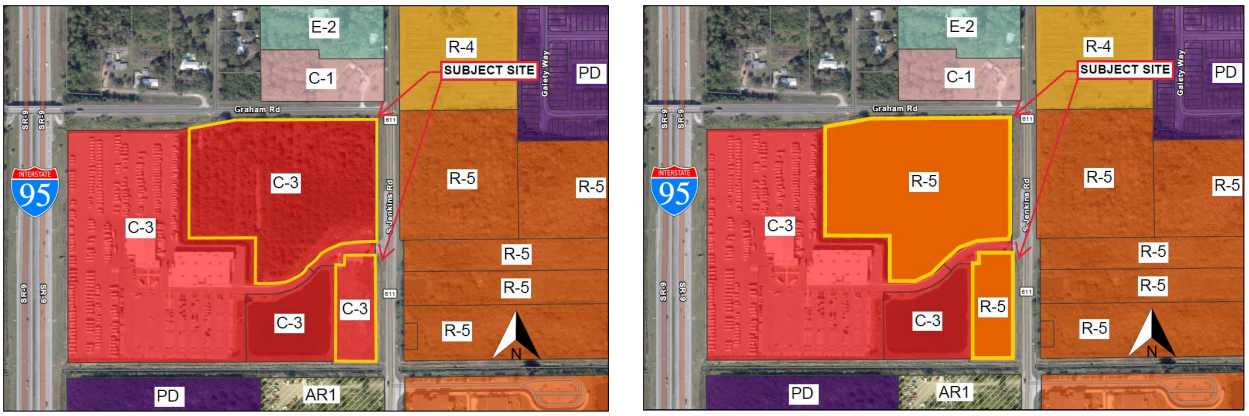


Figure 2: Existing Zoning vs Proposed Zoning

NEED FOR FUTURE LAND USE AND ZONING ADMENDMENT

The subject properties currently have a Future Land Use of General Commercial (GC). Per Policy 1.1.6 (B) of the Fort Pierce Comprehensive Plan, the General Commercial (GC) Future Land Use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. However, this FLU may only allow residential uses with the condition that these uses comprise up to 20% of the total floor area of the General Commercial (GC) Future Land Use Designation.

The applicant wishes to develop multifamily dwellings on the entire site. In order to develop the properties as desired by the applicant, the properties will require a change of the Future Land Use designation to High Density Residential (RH) and Rezone to High Density Residential (R-5).

The High Density Residential (RH) designation 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. This category allows multifamily dwellings including apartments, condominiums and townhomes.

It is the professional opinion of EDC that changing the Future Land Use designation to High Density Residential (RH) and rezoning to High Density Residential (R-5) is consistent with the neighborhood character. Within ½ mile of the subject properties lie nine (9) parcels with a FLU of RH and a R-5 Zoning designation. five (5) of these parcels lie across the street from the subject properties.

Based on the capacity analysis included with this application, there is capacity in the area for water, wastewater, transportation systems, and schools. A K-8 school is within 0.23 miles of the site. within 2.03 miles lies Fort Pierce Westwood High School.

As part of the previous Camping World development, a 40-foot right-of-way dedication was given on the western property line in anticipation for future development.

The is an existing stub out located to south of the north property for future sewer connections well as an existing 12-inch PVC water main runs adjacent to the south side of the northern property that will be utilized to supply the project with potable water.

The existing lake south of the subject site will be expanded to serve the proposed project for stormwater retention. Ultimate outfall is available via NSLRWCD Canal No. 38 located to the south of the subject site.

Based on the above and attached information, the applicant respectfully requests approval of this application. If you have any questions regarding his application, the attached documents, or the project, please contact our office.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

Alejandro Toro
Planner

Z:\EDC-2022\22-154 - Hillpointe LLC - Camping World Outparcels\ENGINEERING\Documents\Submittal Documents\Justification Statement\2022-05-12_Hillpointe_FLU_Amendment_Justification_Statement_22-154.docx

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

May 11, 2022

Alejandro Toro
Planner l Planning Division
ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL
10250 SW Village Parkway – Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

In response to your request on May 11, 2022, the Florida Master Site File lists no cultural resources recorded at 2151 & 2101 S Jenkins Rd Fort Pierce, FL 34647, Florida.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com.**

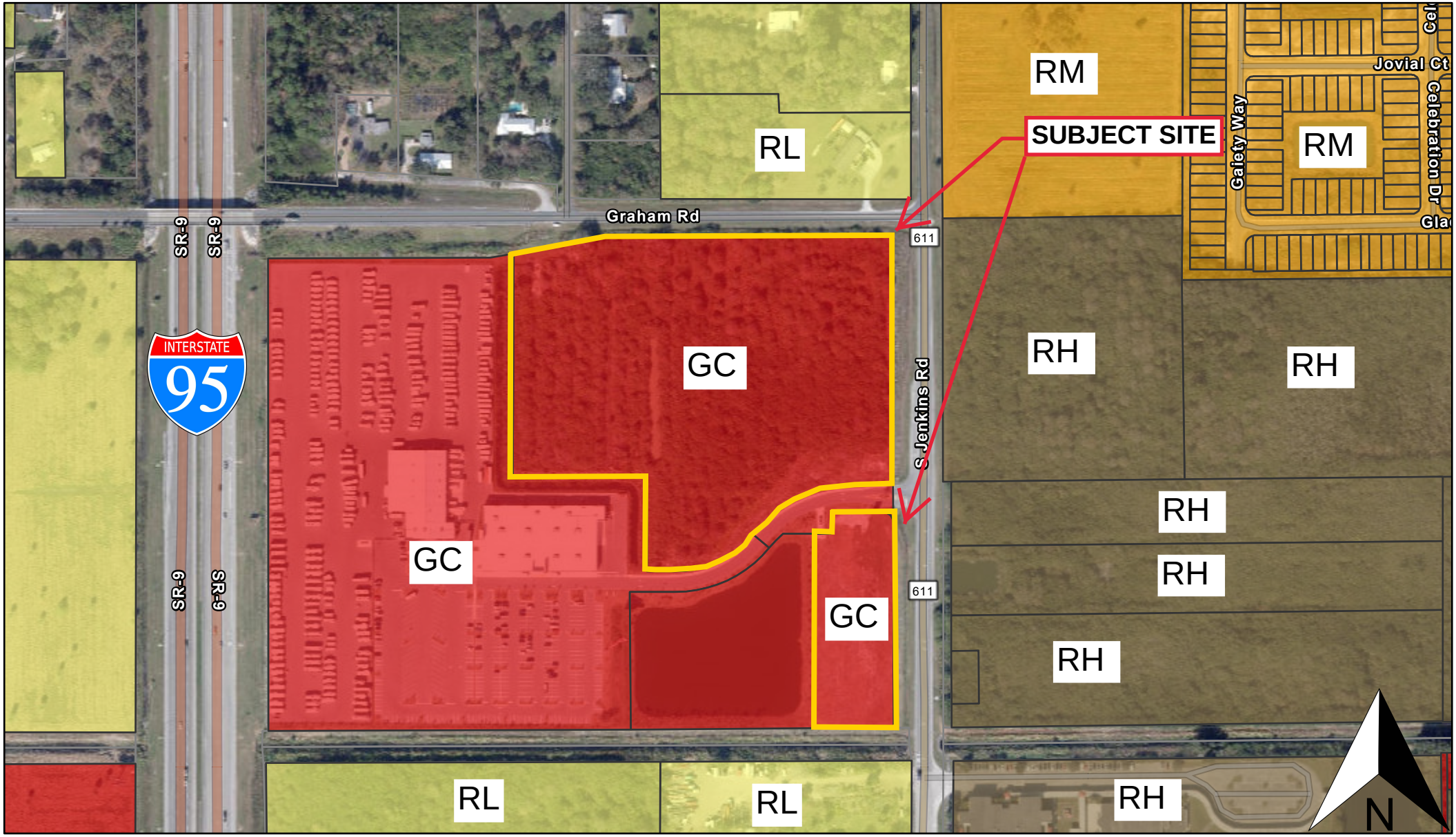
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com


subject property
Jenkins Road
Canal No. 37
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Existing Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

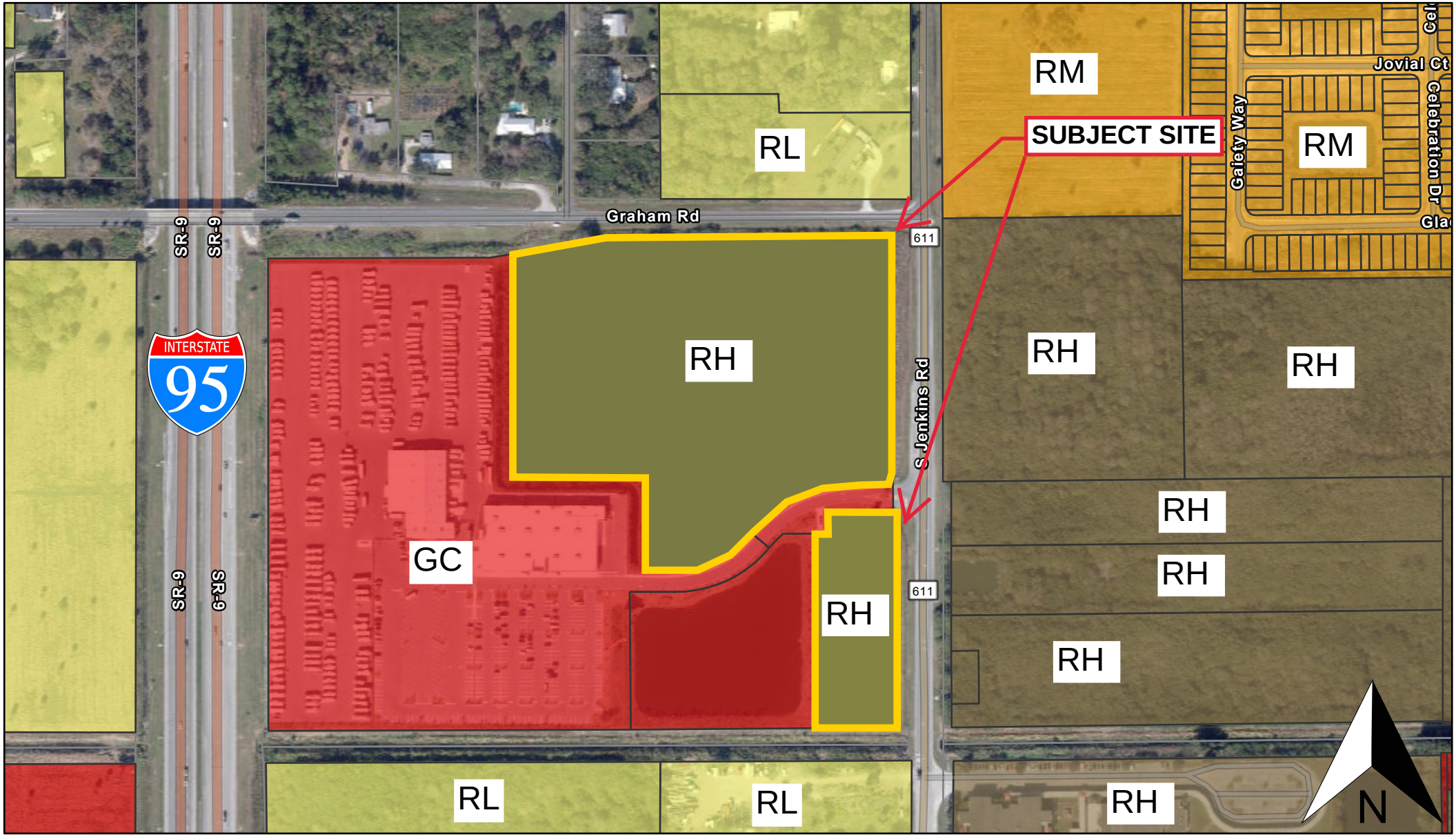
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Proposed Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

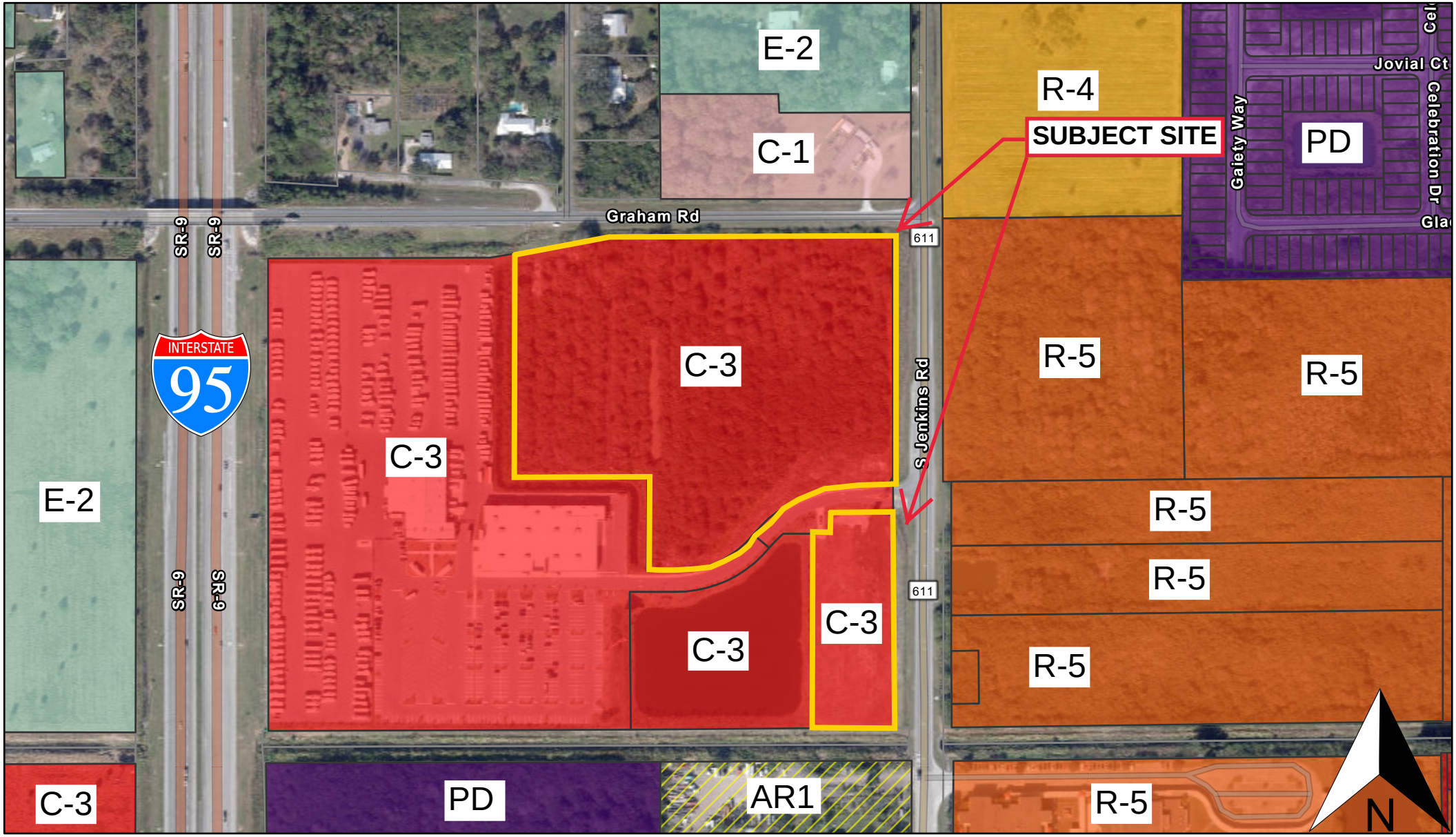
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Existing Zoning



3/23/2022, 2:54:37 PM

Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
- PD, Planned Development
- R-4, Medium Density Residential
- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

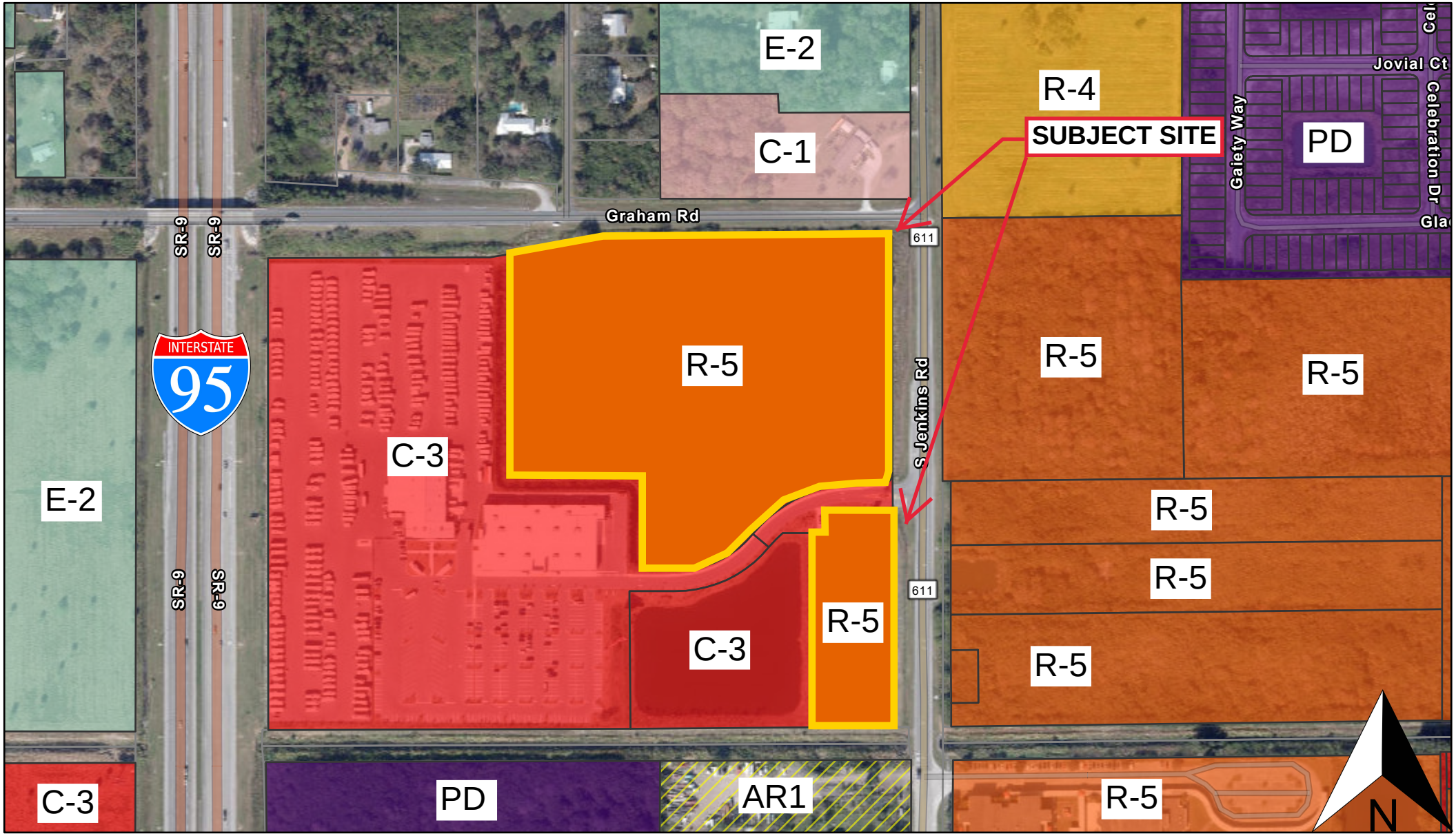
ES/Airbus DS, USDA, Sources: Esri, HERE, ors, and the GIS User

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

Proposed Zoning



3/23/2022, 2:54:37 PM

Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
- PD, Planned Development
- R-4, Medium Density Residential
- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

:S/Airbus DS, USDA, ources: Esri, HERE, rs, and the GIS User

ENGINEERS ◓ SURVEYORS
ENVIRONMENTAL ◓ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

Hillpointe, LLC
1031 W. Morse Boulevard, Suite 240
Winter Park, FL 32789

AGENT CONSENT FORM

Project Name: Hillpointe Residential – 2101 & 2151 S. Jenkins Road

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

BEFORE ME THIS DAY PERSONALLY APPEARED Brent Moody, 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 10th day of May, 2022, by Brent Moody, as President of FreedomRoads Property Company, LLC (Name of Person Acknowledging) who is personally known to me or who has produced NA (type of identification) as identification and who ~~did~~ (did not) take an oath.

Mauricio Rodriguez
Notary Signature

Mauricio Rodriguez
Printed Name of Notary

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26
(Notary Seal)

2/16/26
My commission expires

Owner's Signature

Brent Moody, as President of FreedomRoads Property Company, LLC
Owner's Name

250 Parkway Drive, Suite 270
Street Address

Lincolnshire, IL 60069
City, State, Zip

mauricio.rodriguez@campingworld.com
Telephone / Email

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☑ Warranty Deed & Legal Description
- ☑ St. Lucie County Property Record Card
- ☑ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☑ Current Survey
- ☑ Environmental Study
- ☐ Traffic Impact Report
- ☑ *** Capacity Analysis-Separate Form
- ☑ Drainage Analysis
- ☑ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 2101 & 2151 S. Jenkins Road

2. Property Tax ID(s): 2313-800-0002-000-7 & 2313-800-0004-000-1

3. Total Acreage: 17.25 Acres

4. Existing Future Land Use Designation: General Commercial (GC)

5. Existing Zoning Classification: General Commercial Zone(C-3)

6. Proposed Zoning Classification: High-Density Residential Zone (R-5)

7. Other applications being submitted concurrent with this application, if any: Application for Future Land Use Amendment

8. Describe the existing uses, improvements and structures on the amendment lands: The subject parcels are currently vacant with no improvements or structures

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: To allow for high density residential units exceeding 20% of GFA

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
Proposed	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
Proposed Zoning	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
Change in Demand	**Total gallons per day** 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people		17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning Enrollment Demand	76.29	178.02
Proposed Zoning Enrollment Demand	74.52	173.88
Change in Demand	Decrease 1.77	Decrease 4.14

E. Solid Waste:
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	751,410 x 0.05 per sf = 37,571cy
Proposed Zoning	252 d/u x 0.47 cy per du = 118.44 cy
Change in Demand	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	LU Code 842 - 4,901	833/755
Proposed Zoning	LU Code 222 - 1,144	84/101
Change in Demand	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

12. Name of Owner(s): Brent Moody; FreedomRoads Property Company, LLC
Mailing Address: 250 Parkway Drive, Suite 270
City Lincolnshire State Illinois Zip 60069
Phone #
E-mail: mauricio.rodriguez@campingworld.com

13. Name of Applicant: Nick Everly; Hillpointe, LLC
Mailing Address: 1031 W. Morse Boulevard, Suite 240
City Winter Park State Florida Zip 32789
Phone # 1-303-656-8506 Fax #
E-mail: neverly@hillpointe.com

14. Name of Representative: Alejandro Toro ; Engineering Design & Construction, Inc
Mailing Address: 10250 SW Village Parkway
City Port St. Lucie State Florida Zip 34987
Phone # 772-462-2455 Fax #
E-mail: alejandrotoro@edc-inc.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☐ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature 05/11/22 Date

05/11/22

1031 W Morse Blvd, Ste 240	FL	32789
Address	State	Zip
303-656-8506	neverly@hillpointe.com	
Phone	Fax	E-mail Address

16. Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

FreedomRoads Property Company, LLC

Property Owner's Name (Please Print) Phone

250 Parkway Dr, Ste 270	IL	60069
Address	State	Zip

Brent Moody, President 5/11/22

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 11th day of May, 2022, by Brent Moody who is personally known to me or has produced NA as ident

Mauricio Rod
Signature of Notary (seal)

OFFICIAL SEAL
MAURICIO RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/16/26

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4606311 OR BOOK 4309 PAGE 826, Recorded 08/15/2019 03:48:00 PM Doc Tax $3675.00

This Instrument Prepared By:
Dennis G. Corrick, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification Nos.:
2313-800-0002-000-7
2313-800-0004-000-1
2324-112-0000-000-5
2324-124-0002-000-6

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 13th day of August, 2019, by **STRUCTURED REA – FT. PIERCE, LLC**, an Arizona limited liability company, authorized to transact business in Florida, document number M17000003591, whose address is 2025 N. Third Street, Suite 200, Phoenix, Arizona 85004 ("**Grantor**"), to **FREEDOMROADS PROPERTY COMPANY, LLC**, a Minnesota limited liability company, whose address is 250 Parkway Drive, Suite 270, Lincolnshire, Illinois 60069 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, 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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

This conveyance is subject to taxes accruing subsequent to December 31, 2018, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: David W. Gigger

Linda M. Briglia
Print Name: Linda M. Briglia

GRANTOR:

STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company

By: STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, its Manager

By: Stephen Doyle
Stephen Doyle, Manager

STATE OF Florida
COUNTY OF St. Lucie

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of August, 2019, by STEPHEN DOYLE, as Manager of STRUCTURED REA – FT. PIERCE MANAGER, LLC, an Arizona limited liability company, as the Manager of STRUCTURED REA – FT. PIERCE, LLC, an Arizona limited liability company. Said person (check one) ☑ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Linda M. Briglia
Print Name: Linda M. Briglia
Notary Public, State of Florida
Commission No.: FF899597
My Commission Expires: 9/1/19

{Notary Stamp}

LINDA M BRIGLIA
Commission # FF 899597
Expires September 1, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"

Legal Description

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 7, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

AND THE FOLLOWING PARCELS:

PARCEL 5: (6133 TEDDER ROAD - TAX ID 2324-112-0000-000-5)

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE NORTH 40.5 FEET THEREOF, ALL LOCATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS;

PARCEL 6: (ADDRESS TBD ON TEDDER ROAD - TAX ID 2324-124-0002-000.6)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS ROAD RIGHTS-OF-WAY AND DRAINAGE CANALS. ALSO LESS A TRIANGULAR PARCEL IN THE NORTHEAST CORNER BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN SOUTH ALONG THE EAST LINE 15 FEET; THENCE RUN NORTHWESTERLY TO THE NORTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 TO A POINT 15 FEET WEST OF THE POINT OF BEGINNING; THENCE RUN EAST 15 FEET TO THE POINT OF BEGINNING.

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

Property Identification

Site Address: 2101 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0002-000-7
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185066
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069

Legal Description

CAMPING WORLD (PB 80-7) TRACT 1



Current Values

Just/Market Value:	$645,800
Assessed Value:	$645,800
Exemptions:	$0
Taxable Value:	$645,800

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	14.83
Land Size (SF):	645,777

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured REA-FT Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$645,800
Just/Market:	$645,800
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$645,800
Exemption(s):	$0
Taxable:	$645,800

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	14.825	North St. Lucie Water Management District	$303.91

Start Year	AssessCode	Units	Description	Amount
2019	0041	40.3	Fort Pierce Stormwater Charge	$2,780.70

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$645,800	$645,800	$0	$645,800
2020	$645,800	$645,800	$0	$645,800
2019	$645,800	$645,800	$0	$645,800

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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

Property Identification

Site Address: 2151 S Jenkins RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-800-0004-000-1
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 185068
Map ID: 23/13S
Zoning: General Co

Ownership

FREEDOMROADS PROPERTY COMPANY LLC
250 Parkway DR Ste 270
Lincolnshire, IL 60069



Legal Description

CAMPING WORLD (PB 80-7) TRACT 3

Current Values

Just/Market Value:	$105,900
Assessed Value:	$105,900
Exemptions:	$0
Taxable Value:	$105,900

Property taxes are subject to change upon change of ownership.

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

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.43
Land Size (SF):	105,894

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 13, 2019	4309 / 0826	0330	SP	Structured Rea Ft Pierce LLC	$525,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building: $0

Current Year Exemption Value Breakdown

Land:	$105,900
Just/Market:	$105,900
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$105,900
Exemption(s):	$0
Taxable:	$105,900

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2019	0054	2.431	North St. Lucie Water Management District	$49.84

Start Year	AssessCode	Units	Description	Amount
2020	0041	6.6	Fort Pierce Stormwater Charge	$455.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$105,900	$105,900	$0	$105,900
2020	$105,900	$105,900	$0	$105,900
2019	$105,900	$105,900	$0	$105,900

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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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LEGAL DESCRIPTION

Hillpointe Residential – South Jenkins Road

2101 & 2151 South Jenkins Road

PARCEL ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA,

AND DESCRIBED AS FOLLOWS:

TRACTS 1 AND 3 OF CAMPING WORLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80,

PAGE 7 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

April 25, 2022

Hillpointe LLC
Attn: Nicholas Everly

VIA Email: klee@hillpointe.com and neverly@hillpointe.com

Reference: **Environmental Assessment**
2151 & 2101 S Jenkins Road
Fort Pierce, Florida
Parcel ID # 2313-800-0002-000-7 and 2313-800-0004-000-1

Dear Mr. Everly,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced property. The purpose of this evaluation was to conduct a review of the above listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulations pertaining to this parcel.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to the City of Fort Pierce land developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

Madison Quinones, BS, FWC AGTA, AWB®
Wildlife Biologist | Project Scientist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

Parcel ID: 2313-800-0002-000-7 and 2313-800-0004-000-1
2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Date: April 25, 2022
Project # 22-154

Prepared For:
Hillpointe LLC
Attn: Nicholas Everly
Email: klee@hillpointe.com and neverly@hillpointe.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida. The subject property is further located within Section 13, Township 35 South, and Range 39 East.

This environmental assessment was completed as a precursor to permitting and review by governmental agencies as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on April 20, 2022 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The subject property consisted of mowed grass (southern tax parcel) and a fallow grove (northern tax parcel) comprised predominantly of exotic vegetation. The upland habitat associations were determined via onsite analysis and classified according to the Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC). The CLC incorporates classifications used by FWC, Florida Natural Areas Inventory (FNAI), and Florida's water management districts. The following CLC codes were identified onsite; 214 – fallow grove and 1810 – mowed grass. Please refer to the attached Florida CLC Map for the approximate location of the habitat(s) delineated onsite.

It is important to note that there is native vegetation present, but the native vegetation does not have significant associations and is therefore not considered to be native habitat.

Common Name	Species Name
Cabbage Palm	*Sabal Palmetto*
Laurel Oak	*Quercus laurifolia*
Dwarf Palmetto	*Sabal minor*
Flatsedge	*Cyperus spp.*
Saltbush	*Baccharis halimifolia*
Grassleaf Rush	*Juncus marginatus*
Brazilian Pepper**	*Schinus terebinthifolia*
Caesar's Weed**	*Urena lobata*
Cogon Grass**	*Imperata cylindrica*
Giant Reed**	*Arundo donax*
Torpedo Grass**	*Panicum repens*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

Table 1: This table lists a representative sample of vegetative species observed during the site visit.

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no State jurisdictional wetlands on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. None of these components were found during the field reconnaissance on the property.

An agricultural ditch is located on the northern tax parcel. According to State rules, this area is classified as "other surface waters" (OSW). OSWs are surface waters that are not identified as wetlands. Please refer to the attached Florida CLC Map for the approximate location of the OSW.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No gopher tortoises, their burrows, or habitat were identified onsite. No other state or federally listed plant/animal species or their habitat(s) were observed on site.

Due to there being no native upland habitat or wetlands located on site, historical and continued anthropogenic disturbance (agricultural, clearing, mowing, etc.), and no connection to any adjoining significant native habitats, it is unlikely that any listed animal/plant species is located onsite.

SOIL COMPOSITION:

Based on a review of the U.S. Department of Agriculture (USDA) Web Soil Survey the site is composed of the following soil series:

Hilolo loamy sand, 0-2% slopes – Hilolo sand is fine-loamy, silicious, poorly drained and slowly permeable soil. These soils are found in dense palm hammocks and along the borders of sloughs and depressional areas. The surface layer is fine sand to a depth of eight inches. The water table is at a depth of less than 10 inches for 2 to 4 months in most years. Natural vegetation is cabbage palm, water oak, longleaf pine and slash pine with an understory of wax myrtle, saw palmetto and inkberry. Citrus crops are well suited for this soil. The soil has high potential for dwellings without basements, small commercial buildings and roads. Water control measures are necessary to overcome excessive wetness.

Wabasso sand, 0-2% slopes – This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The surface layer is sand about 8 inches thick. The upper 4 inches is black and the lower 4 inches is dark grey. The water table is typically at a depth of less than 10 inches for 1 to 4 months during the wet season, and at a depth of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, running oak, inkberry and fetterbush. Common grasses are threeawn and bluestem. The soil has severe limitations for cultivated crops and citrus due to wetness. The soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

Winder loamy sand – This is a poorly drained, nearly level soil found in hammocks and along drainage ways. The surface layer typically is black loamy sand that is 6 inches thick. The water table is within a depth of 10 inches of the surface for 2 to 4 months and between a depth of 10 to 40 inches for most of the rest of the year. The natural vegetation associated with this soil type includes cabbage palm, willow oak, scattered long leaf and slash pine and an understory of wax

myrtle and saw palmetto. This soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

SITE HISTORY:

According to the earliest available Google Earth aerial photographs, the subject property has been used as a grove from 1994 until around 2006 when the grove appeared to be out of production. At this time the grove appeared to have been cleared and was left to be claimed by exotic vegetation overtime. The southern tax parcel was cleared in 2019.

CITY OF FORT PIERCE REGULATIONS:

The following lists the City of Fort Pierce Code of Ordinances that apply to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

Section 123-64: *No person shall remove a protected tree situated within the city, without first obtaining a tree removal permit. Protected trees include any native tree with at least 14 inches in diameter (DBH), except for palms which have a minimum clear trunk of ten feet (**Sec. 123-66**).*

It is the opinion of EDC that trees meeting the protected trees criteria were observed onsite. Therefore, a tree survey is required prior to the submittal of a tree removal permit and land clearing permit.

SUMMARY:

The subject property evaluated as part of this Environmental Assessment consists of two tax parcels (Parcel ID # 2313-800-0002-000-7 & 2313-800-0004-000-1) comprised of 17.25 acres. The property is classified by the St. Lucie County Property Appraiser as vacant commercial land (land use code 1000). The subject property has a Future Land Use designation of Commercial General (CG) and is zoned as commercial (C-3). The subject property is located at 2151 and 2101 S Jenkins Road on the west side of Jenkins, north of Okeechobee Road in Fort Pierce, Florida.

It is the professional opinion of EDC that no native upland habitat or wetlands are located onsite. In addition, no listed animal or plant species or their habitat(s) were located onsite. Lastly, trees meeting the protected tree criteria were observed onsite. A tree survey will be required prior to the submittal of a tree removal permit and land clearing permit.

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

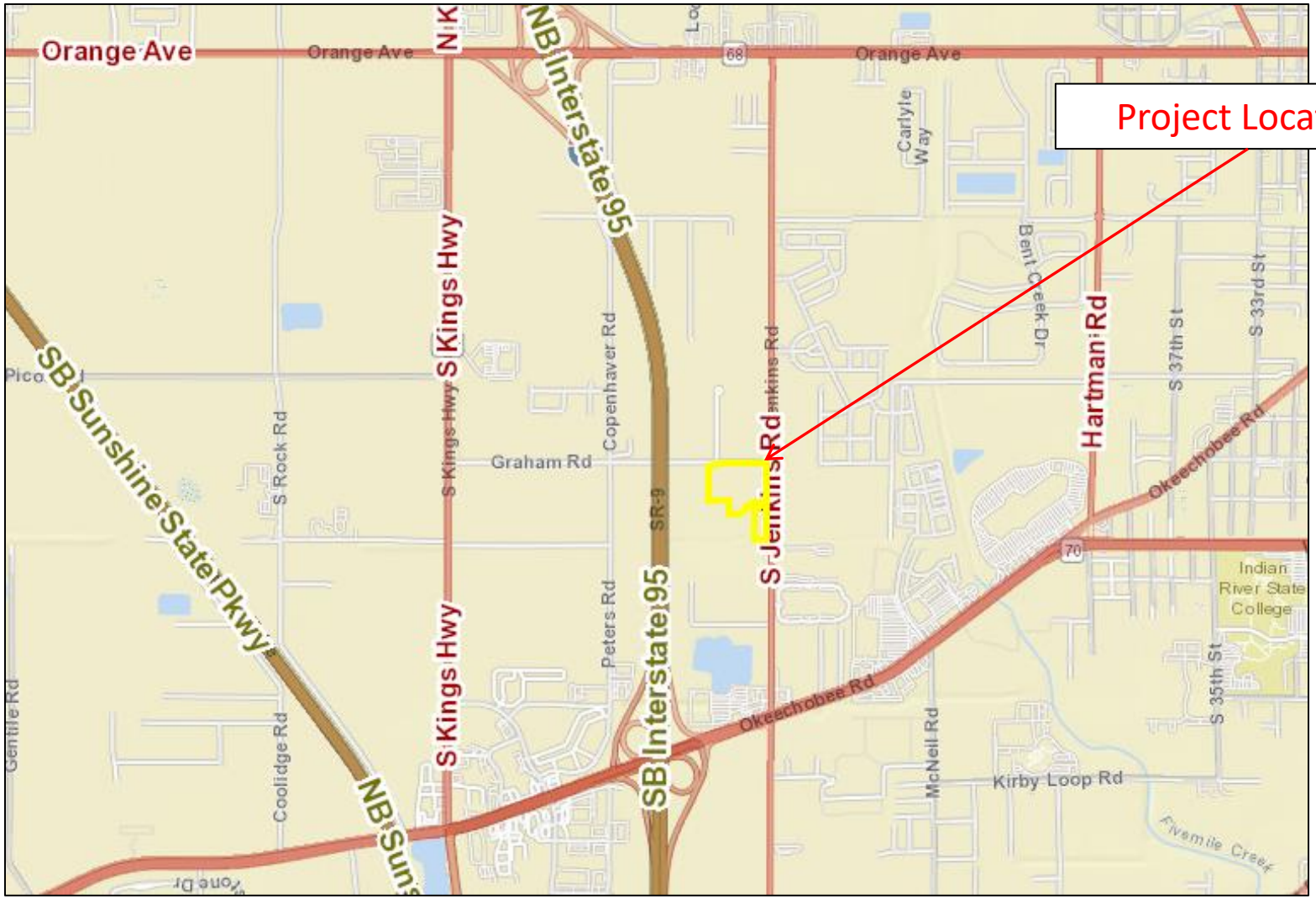
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Location Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

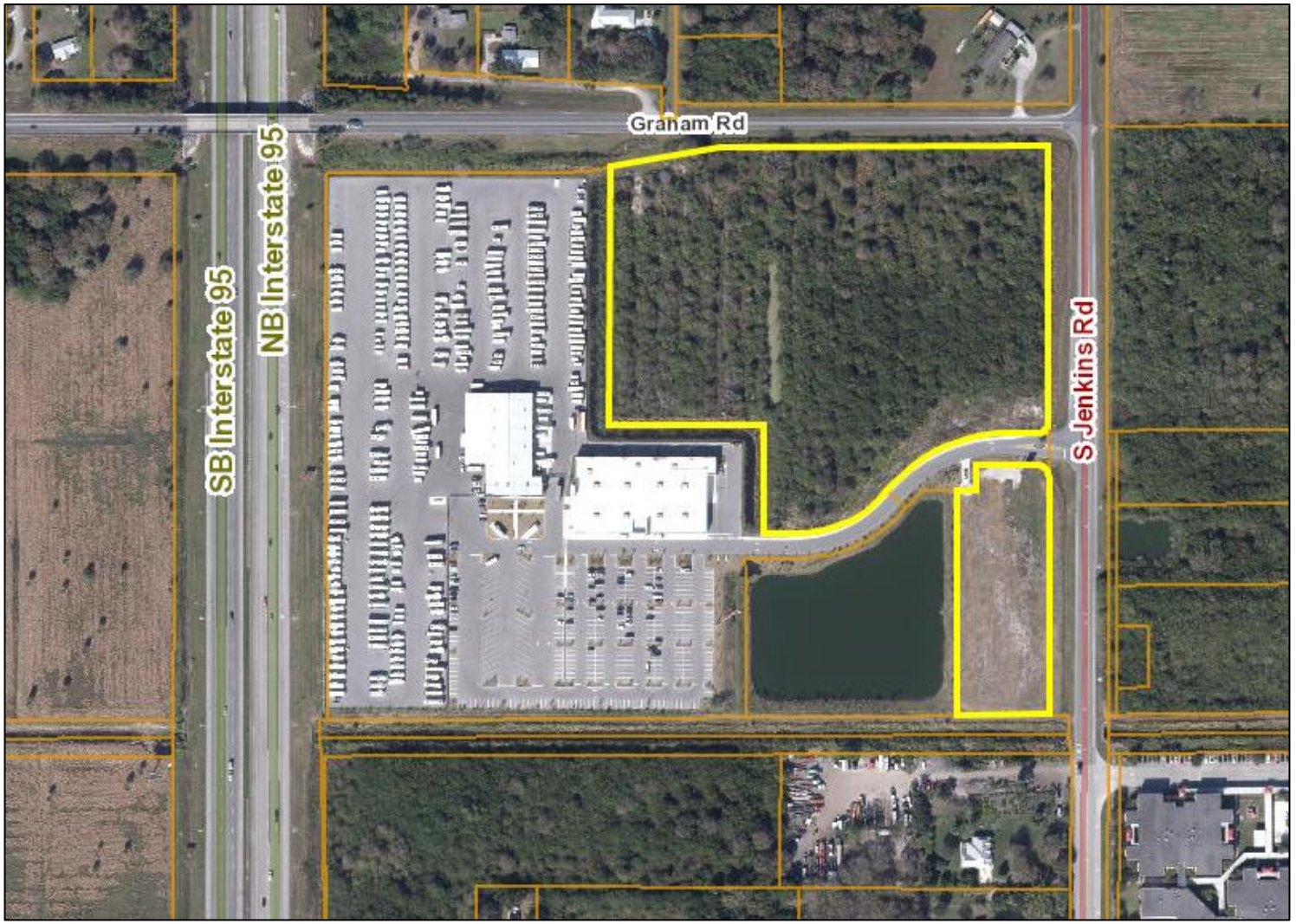
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Property Appraiser Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



ENGINEERS SURVEYORS ENVIRONMENTAL

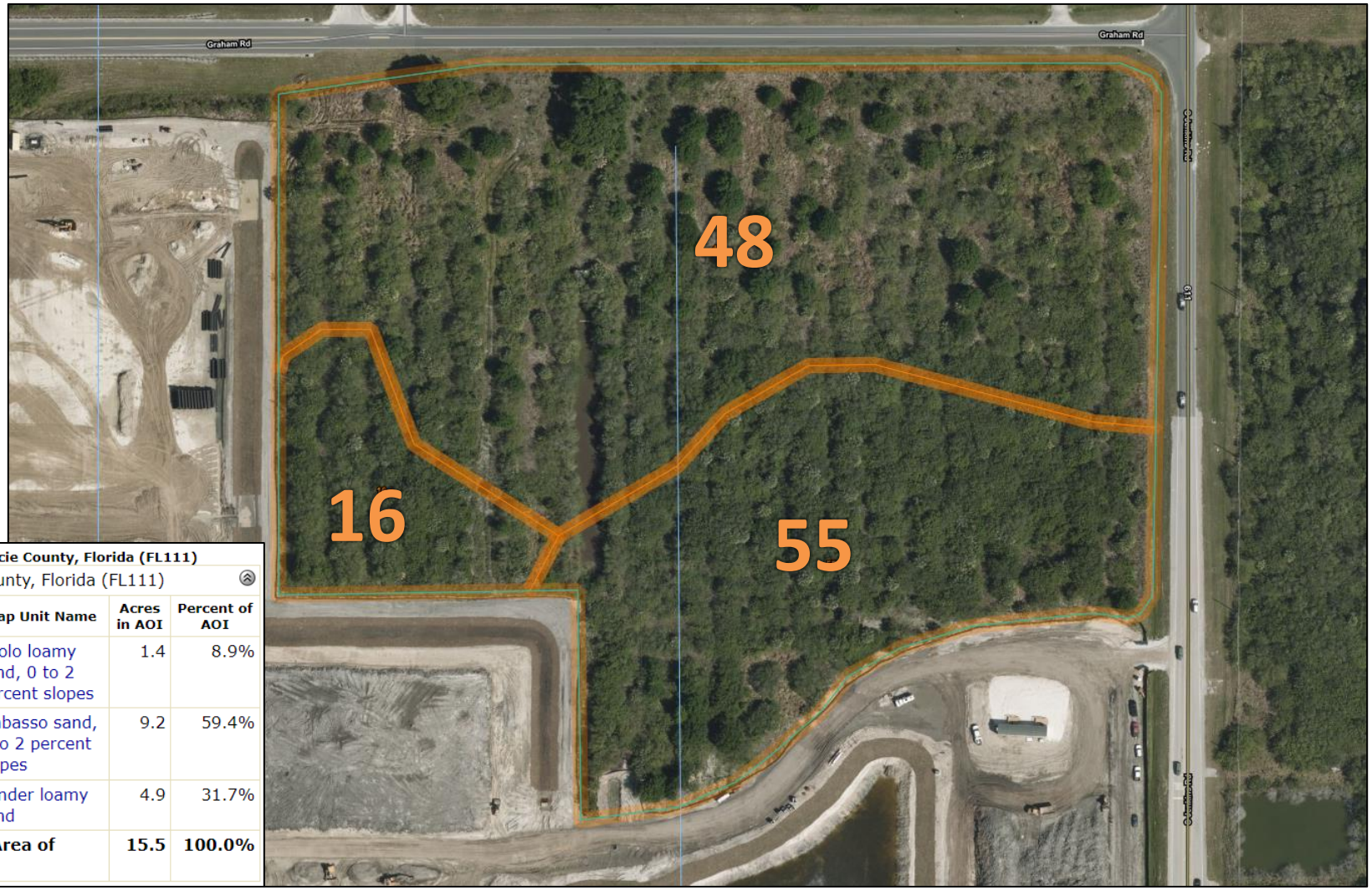
Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey North Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
16	Hilolo loamy sand, 0 to 2 percent slopes	1.4	8.9%
48	Wabasso sand, 0 to 2 percent slopes	9.2	59.4%
55	Winder loamy sand	4.9	31.7%
Totals for Area of Interest		**15.5**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

USDA Web Soil Survey South Parcel Map

Project: 22-154	Hillpointe LLC	04/25/2022

N



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
55	Winder loamy sand	2.7	100.0%
Totals for Area of Interest		**2.7**	**100.0%**

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

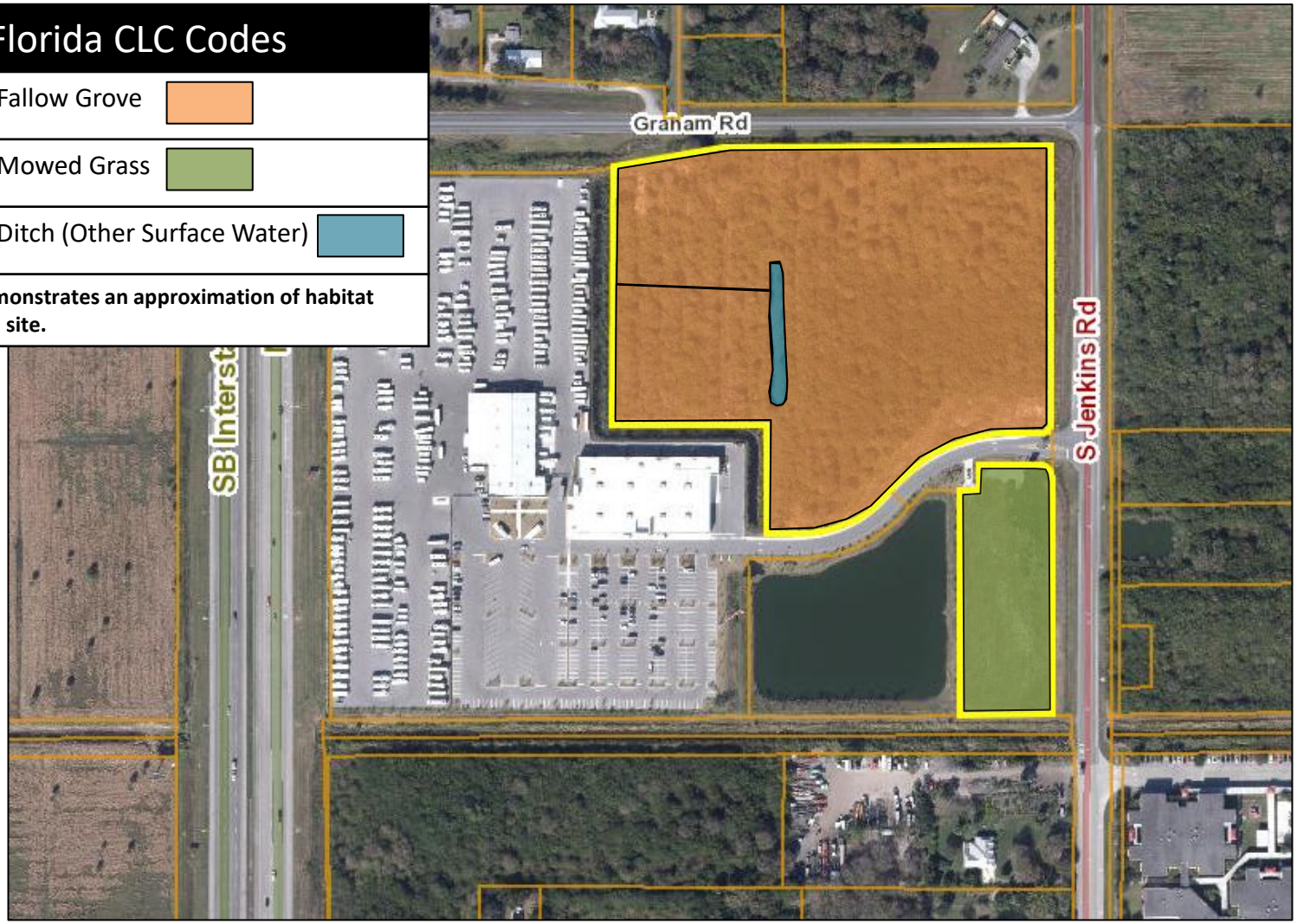
Florida Cooperative Land Cover (CLC) Map

Project: 22-154	Hillpointe LLC	04/25/2022

N

Florida CLC Codes	
214	Fallow Grove
1810	Mowed Grass
4220	Ditch (Other Surface Water)

***This map demonstrates an approximation of habitat boundaries on site.**



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

2151 & 2101 S Jenkins Road
Fort Pierce, Florida

Google Earth 1994 Aerial Image

Project: 22-154	Hillpointe LLC	04/25/2022

N



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW of Graham Rd. Followed by Residential	N-NW: (SLC) RU NE: (FP) RL	N-NW:(SLC) AR-1 and R-2 NE: (FP): C-1
South	Private Access followed by Storm water Retention Lake; followed by Vacant Residential (SW) & Outdoor Storage (SE)	RL	PD & AR1
East	ROW of S. Jenkins Road Followed by Vacant Residential	RH	R-5
West	Commercial	GC	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial Zone (C-3)	15 du/acre	17.25	x
****Proposed**	High Density Residential (RH)	High Density Residential Zone (R-5)	12-18 du/acre	17.25	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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.125 = 93,926 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gdp = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 28,406 gpd)

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
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 751,410 sf x 0.1 = 75,141 gpd
**Proposed Zoning/FLU	Total gallons per day 252 d/u x 2.6 = 655 persons x 100 gpd = 65,520 gpd
**Change in Demand	Total gallons per day 65,520 gpd (Decrease 9,621)

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	0	2,244	2,224
Urban District	5 acres per 1,000 people	0	8,976	8,976
Community	2.5 acres per 1,000 people	0	17,953	17,953
Neighborhood	1.36 acres per 1,000 people	0	33,002	33,002

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	Samuel S. Gaines Academy	Fort Pierce Westwood High School
City	Fort Pierce	Fort Pierce
Distance	0.23 Miles	2.03 miles
Current Zoning/FLU Enrollment Demand	76.29	178.02
****Proposed Zoning/FLU Enrollment Demand**	74.52	173.88
****Change in Demand**	Decrease 1.77	Decrease 4.14

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	751,410 x 0.05 per sf = 37,571cy
****Proposed Zoning/FLU**	252 d/u x 0.47 cy per du = 118.44 cy
***Change in Demand**	Decrease: -37,452.56

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	The outparcels will only be required to provide removal of nitrogen and phosphorus utilizing a wet retention system. Further, the project will be limited to a discharge rate of 2-inches of rain fall depth over the entire developed project area designed for the 10-year – 3-day design storm event for any given 24-hour time period. The allowable discharge rate was calculated to be 2.47 ac – ft. the exact amount of nutrient removal and water quality required for the project will be determined when construction plans are developed

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	LU Code 842 - 4,901	833/755
****Proposed Zoning/FLU**	LU Code 222 - 1,144	84/101
***Change in Demand**	Trips 3757	Trips 749/654
Impact to Capacity	Decreased	

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: 252		Single Family: N/A		Multifamily: 252	
Non-residential (square footage): N/A					
Mixed-use (describe use): N/A					
(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	I	252	17.25	01/2023	01/2025
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
N/A					
N/A					
N/A					
N/A					
N/A					

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? _____

2. What is the current use of the structure to be demolished or re-used? _____

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:

** Complete section if requesting a change in zoning, future land use, or expanding

PROJECT NARRARTIVE & JUSTIFICATION STATEMENT
HILLPOINTE, LLC – RESIDENTIAL
Future Land Use & Zoning Atlas Map Amendment
May 12, 2022

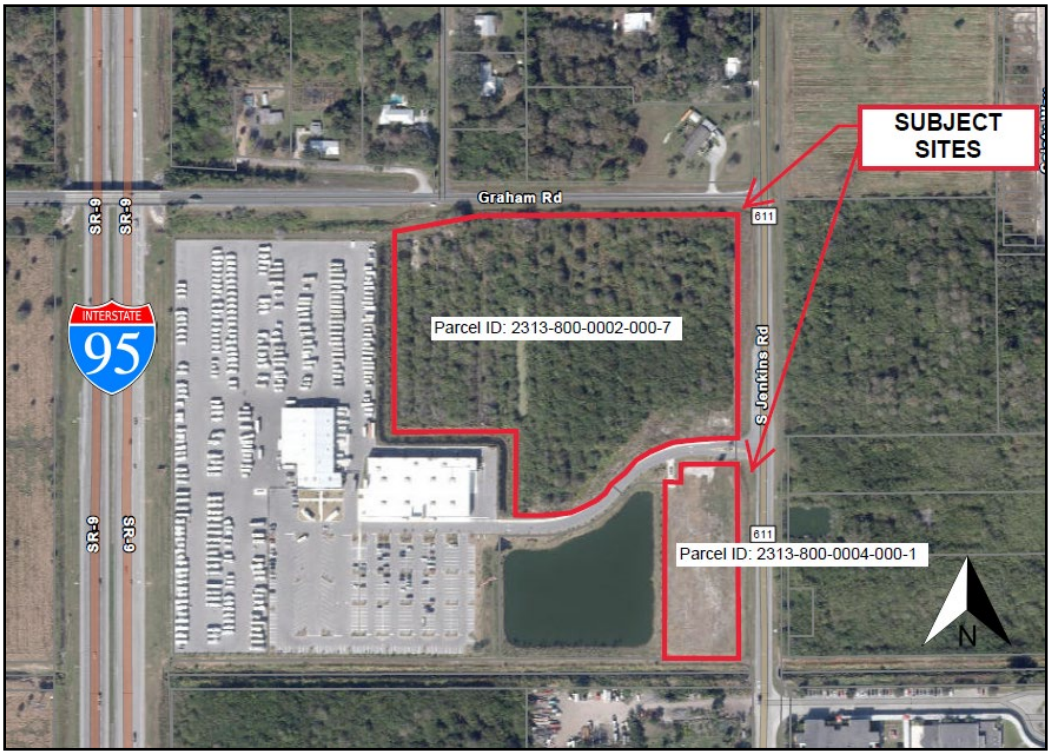
REQUEST

On behalf of the petitioner, Engineering Design & Construction, Inc. is requesting approval of a Future Land Use and Zoning Atlas Map Amendment for two (2) parcels located on the southwest corner of Graham Road and South Jenkins Road in Fort Pierce, Florida. The applicant is requesting to change the Future Land Use from General Commercial (GC) to High Density Residential (RH) and rezone the properties from General Commercial (C-3) Zoning district to High Density Residential (R-5) Zoning district.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject properties are located at the southwest corner of Graham Road and South Jenkins Road in Fort Pierce Florida. The following table identifies the parcels associated with this request.

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning	Proposed FLU	Proposed Zoning
2313-800-0002-000-7	2101 S. Jenkins Road	14.82	GC	C-3	RH	R-5
2313-800-0004-000-1	2151 S. Jenkins Road	2.43	GC	C-3	RH	R-5
	TOTAL ACRES:	**17.25**				



On Monday, August 20, 2018, the City Commission adopted ordinance numbers 18-017 and 18-018, approving a Future Land Use and Zoning amendments for five (5) parcels located at 2191 S. Jenkins Road to allow for three developments of a project known as Camping World.

The petitioner is requesting approval to change the existing Future Land Use designation and Zoning district for two (2) of the original parcels.

To the north of the property lies the right-of-way of Graham Road. Graham Road has a right of way (ROW) width that varies from 93 feet along the eastern portion of the northern property line and a ROW width of 181 feet along the western portion of the northern property line. There are three (3) properties to the north of Graham Road. The eastern most 3.47-acre property has a Future Land Use (FLU) designation of Low Density Residential (RL) and is located in the Office Commercial (C-1) Zoning District. This property is currently developed with a single-family house. The middle .77-acre property and the westernmost property lie in the St. Lucie County Jurisdiction and have a FLU designation of Residential Urban (RU) and are located in the Residential, Single Family -2 (RS-2) zoning district. The middle property is currently vacant and the western property consists of a single-family house.

To the south of the subject property lies the North Saint Lucie River Water Control District (NSLRWCD) Canal No.38 followed by two parcels with a Future Land Use of Low Density Residential (RL). The south eastern 4.18-acre parcel consists of an outdoor storage area and lies in the AR-1 Zoning District. The south western 9.120-acre parcel is currently vacant and lies in the Planned Development (PD) Zoning District.

To the west of the subject property lies the Camping World and Gander Mountain commercial facility. This site has a Future Land Use Designation of General Commercial (GC) and is located in the General Commercial Zone (C-3) Zoning district.

To the east of the subject property lies the right-of-way of South Jenkins Road. South Jenkins Road is an urban minor arterial road with an ultimate right of way (ROW) width of 160 feet. There are five (5) vacant parcels across this road. These vacant lots have a Future Land Use Designation of High Density Residential (RH) and are located in the High Density Residential (R-5) Zoning District.

The Figures below illustrate the existing and proposed Future Land Use and Zoning designations for each parcel associated with this application.



Figure 1: Existing FLU vs Proposed FLU

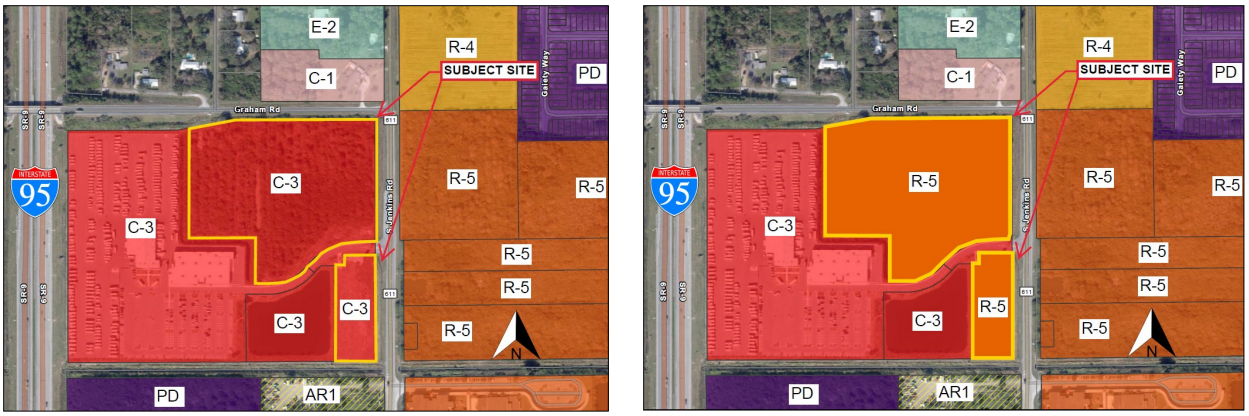


Figure 2: Existing Zoning vs Proposed Zoning

NEED FOR FUTURE LAND USE AND ZONING ADMENDMENT

The subject properties currently have a Future Land Use of General Commercial (GC). Per Policy 1.1.6 (B) of the Fort Pierce Comprehensive Plan, the General Commercial (GC) Future Land Use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. However, this FLU may only allow residential uses with the condition that these uses comprise up to 20% of the total floor area of the General Commercial (GC) Future Land Use Designation.

The applicant wishes to develop multifamily dwellings on the entire site. In order to develop the properties as desired by the applicant, the properties will require a change of the Future Land Use designation to High Density Residential (RH) and Rezone to High Density Residential (R-5).

The High Density Residential (RH) designation 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. This category allows multifamily dwellings including apartments, condominiums and townhomes.

It is the professional opinion of EDC that changing the Future Land Use designation to High Density Residential (RH) and rezoning to High Density Residential (R-5) is consistent with the neighborhood character. Within ½ mile of the subject properties lie nine (9) parcels with a FLU of RH and a R-5 Zoning designation. five (5) of these parcels lie across the street from the subject properties.

Based on the capacity analysis included with this application, there is capacity in the area for water, wastewater, transportation systems, and schools. A K-8 school is within 0.23 miles of the site. within 2.03 miles lies Fort Pierce Westwood High School.

As part of the previous Camping World development, a 40-foot right-of-way dedication was given on the western property line in anticipation for future development.

The is an existing stub out located to south of the north property for future sewer connections well as an existing 12-inch PVC water main runs adjacent to the south side of the northern property that will be utilized to supply the project with potable water.

The existing lake south of the subject site will be expanded to serve the proposed project for stormwater retention. Ultimate outfall is available via NSLRWCD Canal No. 38 located to the south of the subject site.

Based on the above and attached information, the applicant respectfully requests approval of this application. If you have any questions regarding his application, the attached documents, or the project, please contact our office.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

Alejandro Toro
Planner

Z:\EDC-2022\22-154 - Hillpointe LLC - Camping World Outparcels\ENGINEERING\Documents\Submittal Documents\Justification Statement\2022-05-12_Hillpointe_FLU_Amendment_Justification_Statement_22-154.docx

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

May 11, 2022

Alejandro Toro
Planner l Planning Division
ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL
10250 SW Village Parkway – Suite 201
Port Saint Lucie, Florida 34987
O: 772.462.2455

Parcel ID: 2313-800-0002-000-7 & 2313-800-0004-000-1

In response to your request on May 11, 2022, the Florida Master Site File lists no cultural resources recorded at 2151 & 2101 S Jenkins Rd Fort Pierce, FL 34647, Florida.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com.**

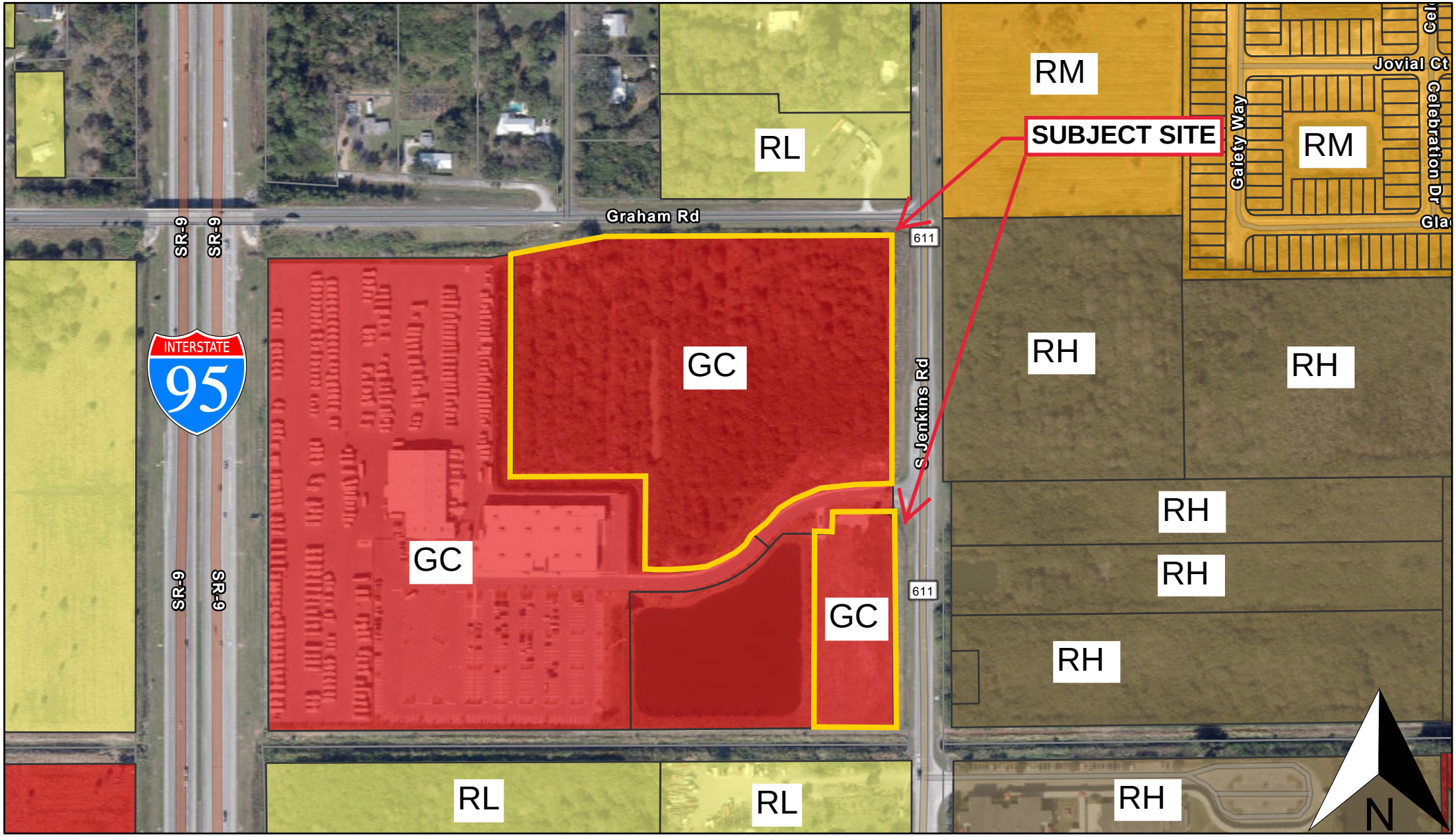
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com


subject property
Jenkins Road
Canal No. 37
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Existing Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

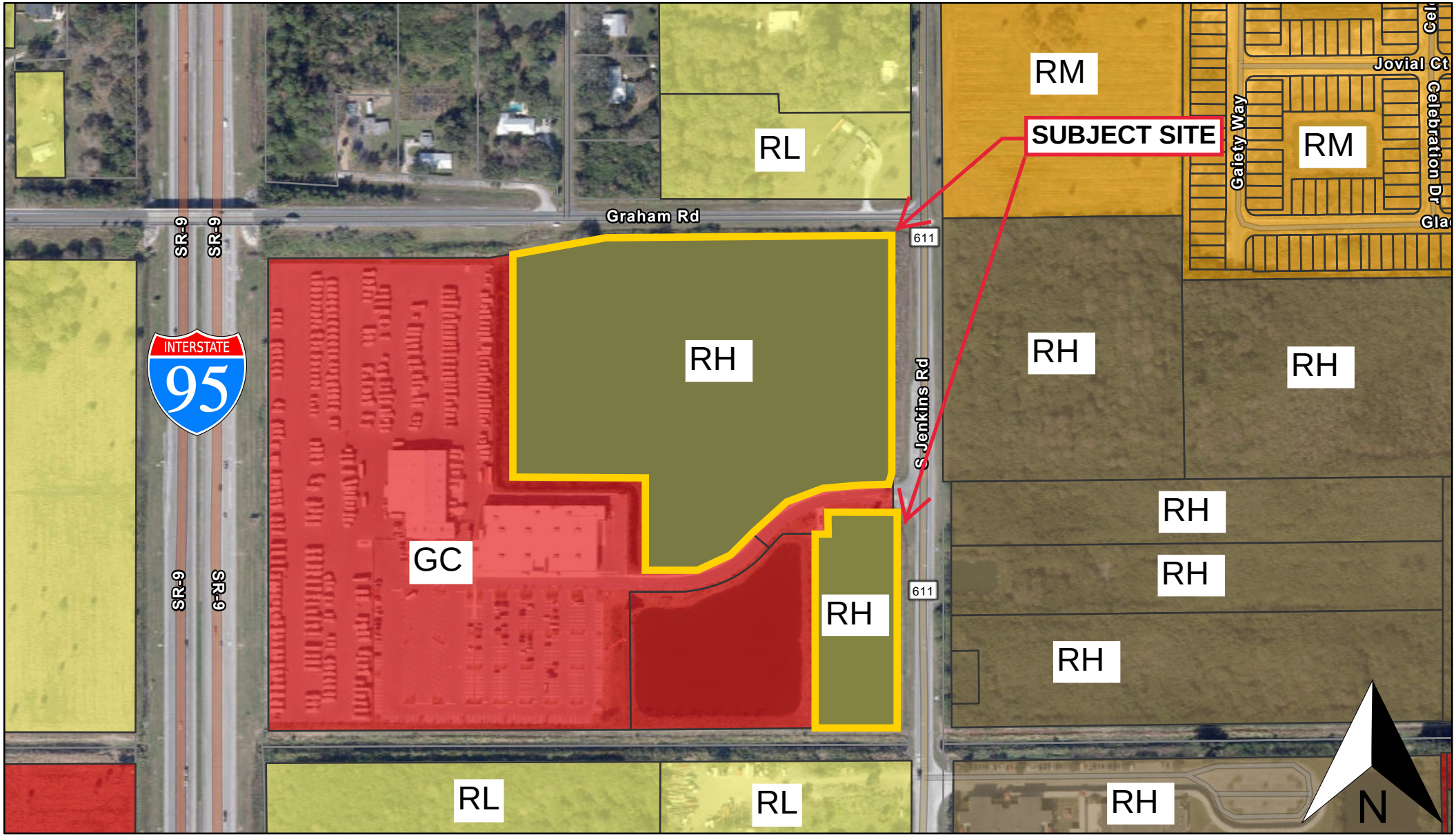
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Proposed Future Land Use



3/23/2022, 2:52:27 PM

Future Land Use

- GC, General Commercial
- RH - High Density Residential
- RL - Low Density Residential
- RM - Medium Density Residential
- Parcel Boundaries

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

1:4,514

0 0.03 0.07 0.13 mi

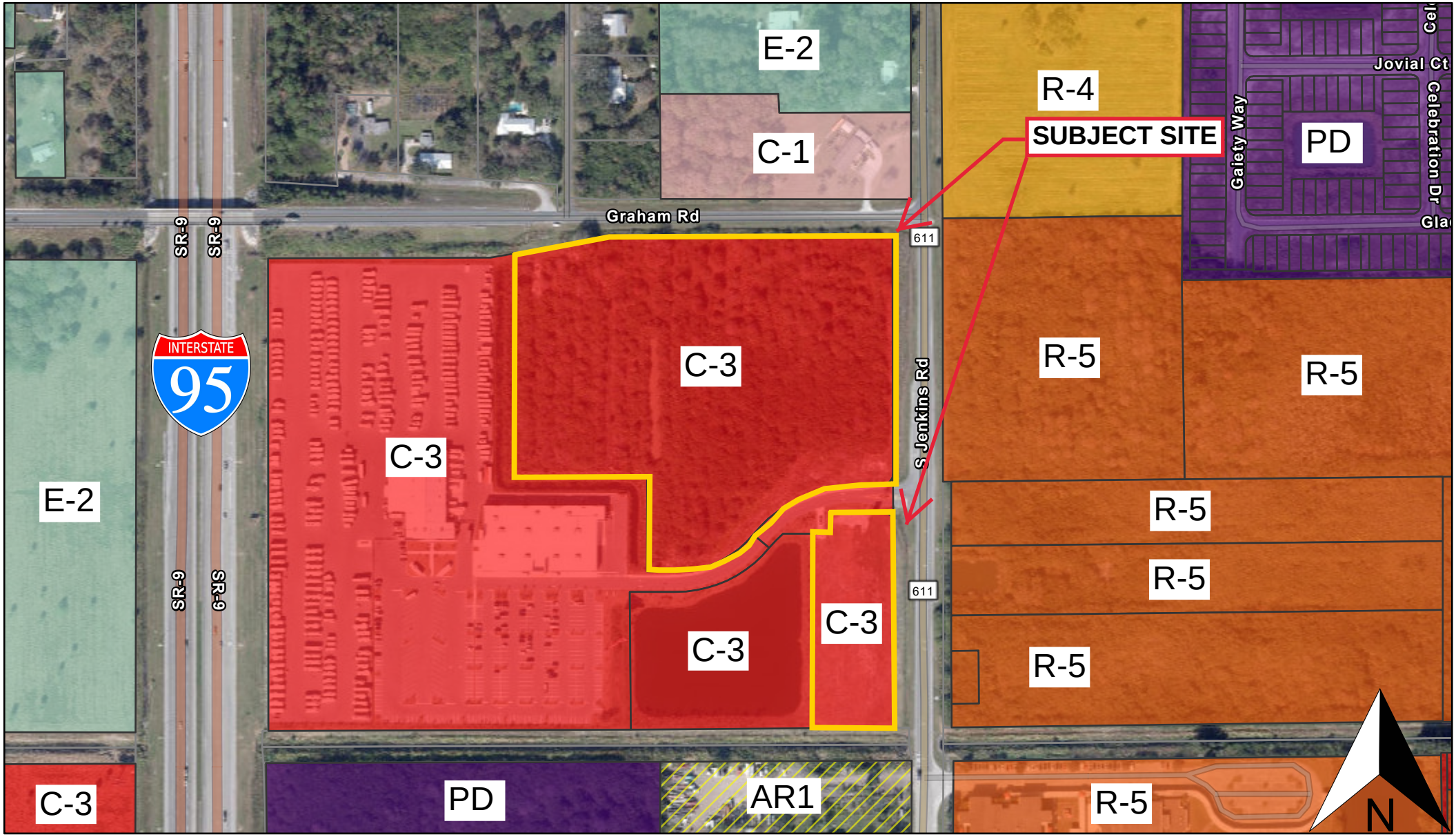
0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Existing Zoning



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Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
- PD, Planned Development
- R-4, Medium Density Residential
- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

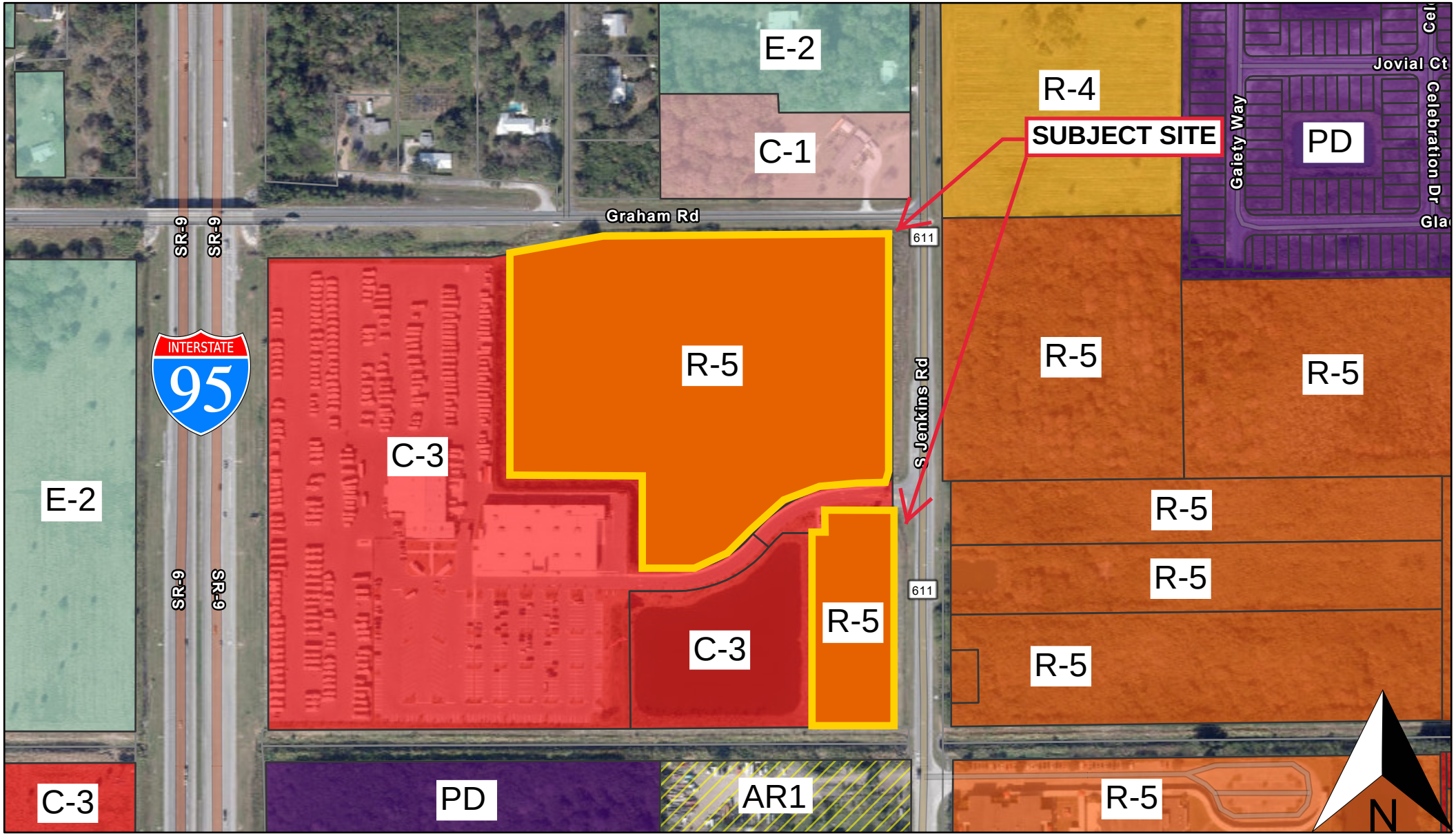
ES/Airbus DS, USDA, Sources: Esri, HERE, ors, and the GIS User

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL ◔ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

Proposed Zoning



3/23/2022, 2:54:37 PM

Zoning

- AR1, Agriculture Residential - 1
- C-1, Office Commercial
- C-3, General Commercial
- E-2, Residential Single Family 2 Units/Acre
- PD, Planned Development
- R-4, Medium Density Residential
- R-5, High Density Residential
- Parcel Boundaries

0.13 mi

0.2 km

:S/Airbus DS, USDA, ources: Esri, HERE, rs, and the GIS User

ENGINEERS ◓ SURVEYORS
ENVIRONMENTAL ◓ LAND PLANNERS
INTERIOR DESIGNERS

AppBuilder for ArcGIS

ent & St Lucie County.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Hillpointe Residential: Rezoning

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 21,2022

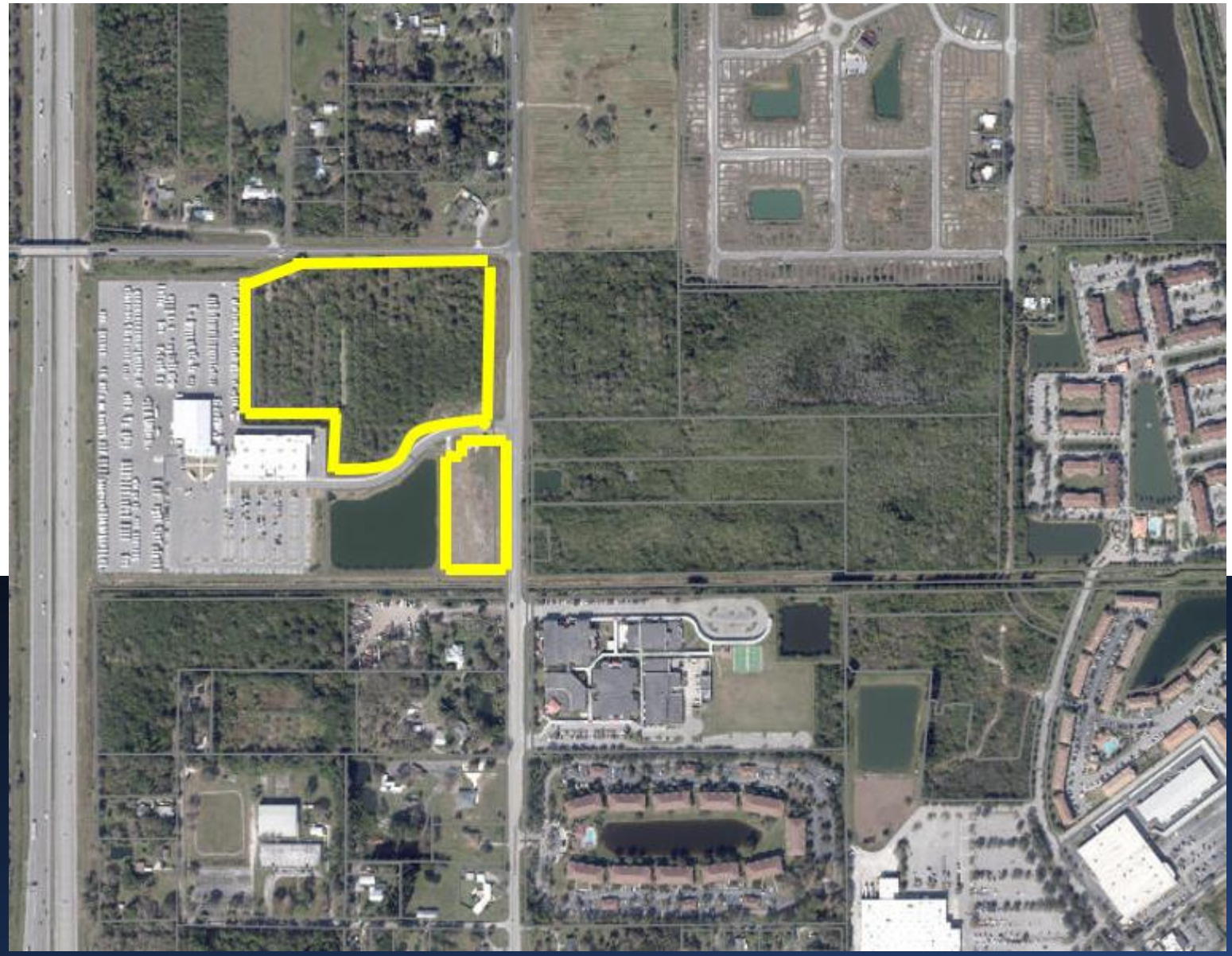
NOTICE BY MAIL: August 17, 2022

NOTICE BY SIGNS: July 8th, 2022

VERIFIED BY: Ryan Altizer **TITLE:** Planner

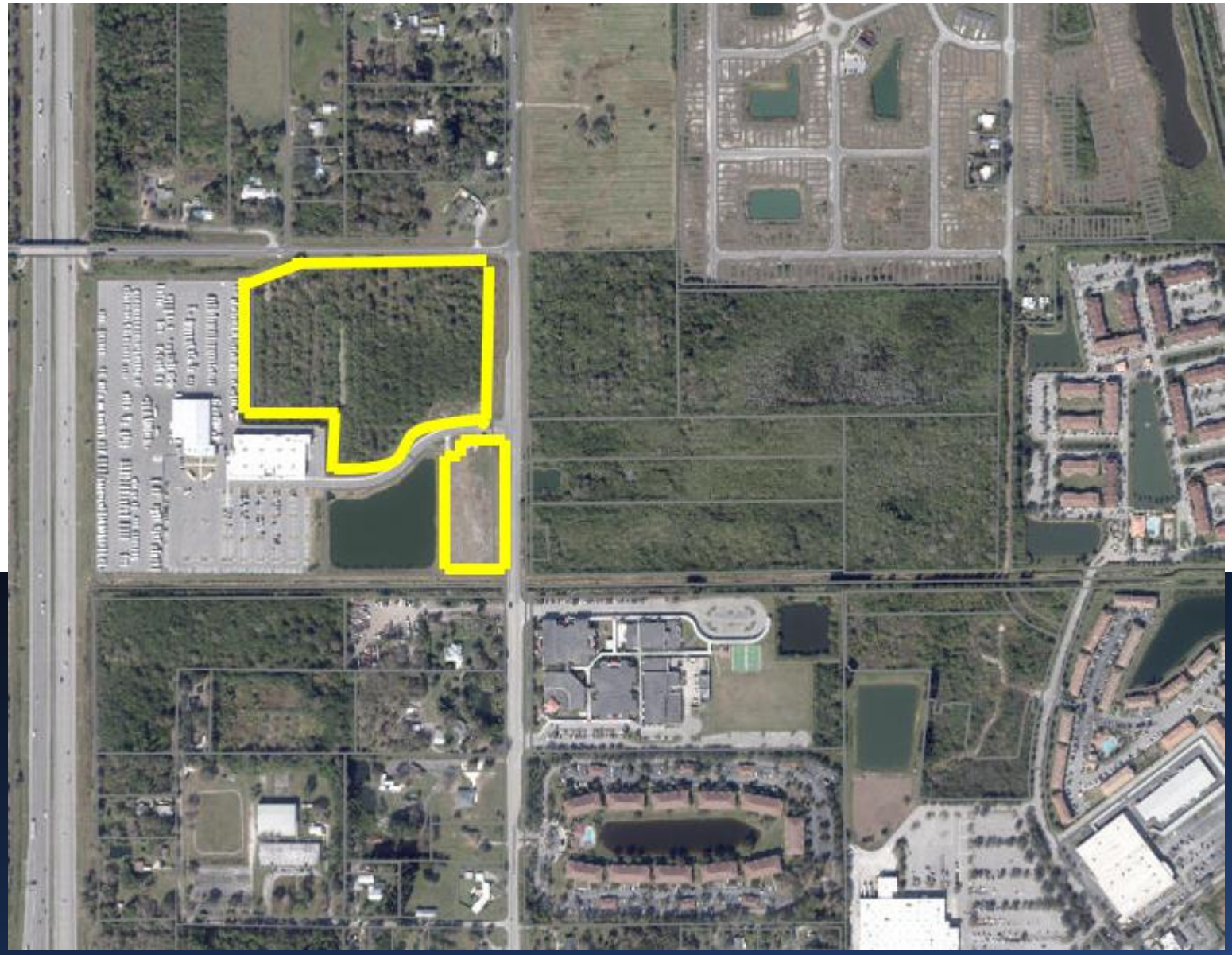
SIGNATURE: Ryan Altizer **DATE:** 8/25/2022

Hillpointe Residential FLUMA and Rezoning

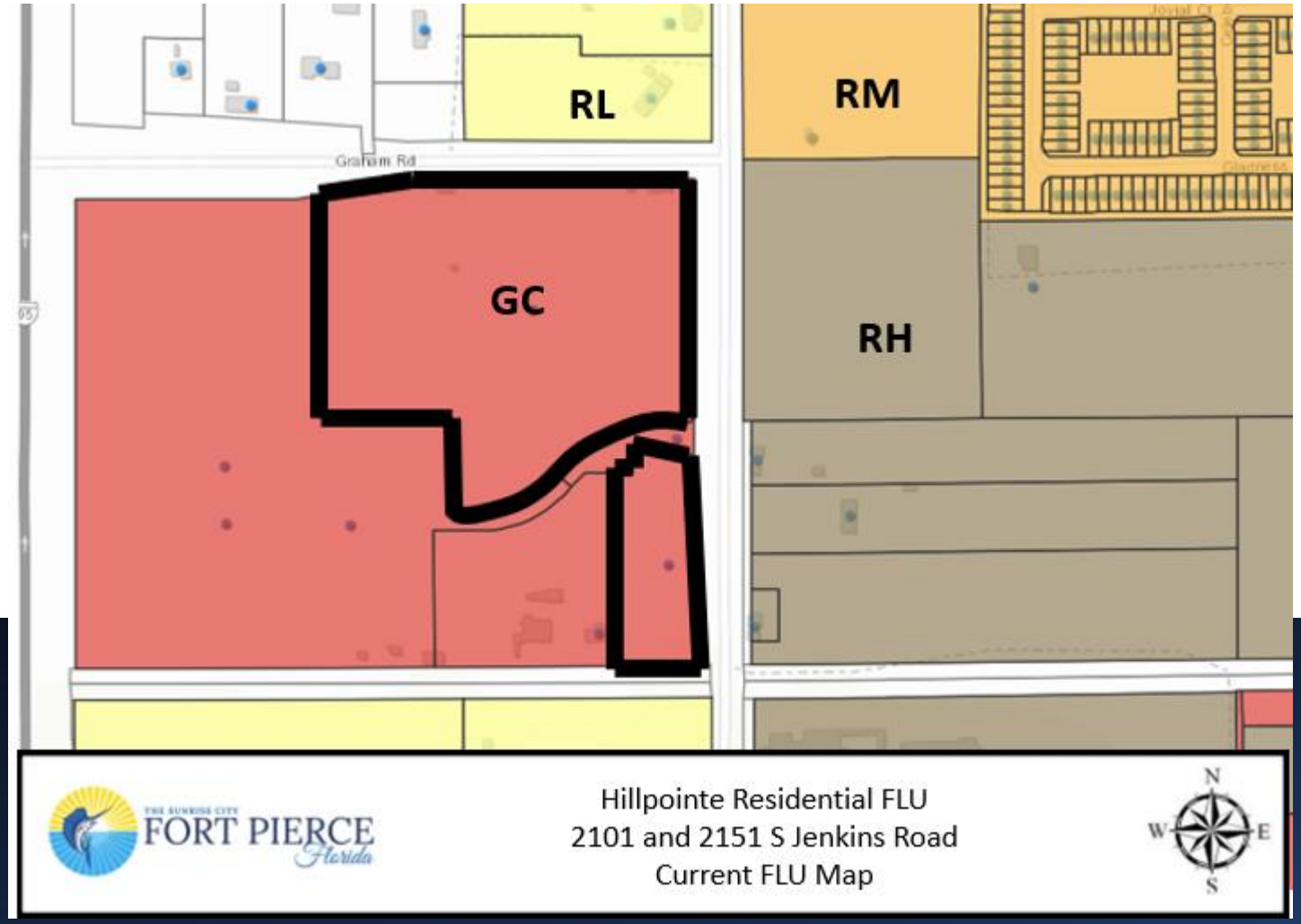


Location Map

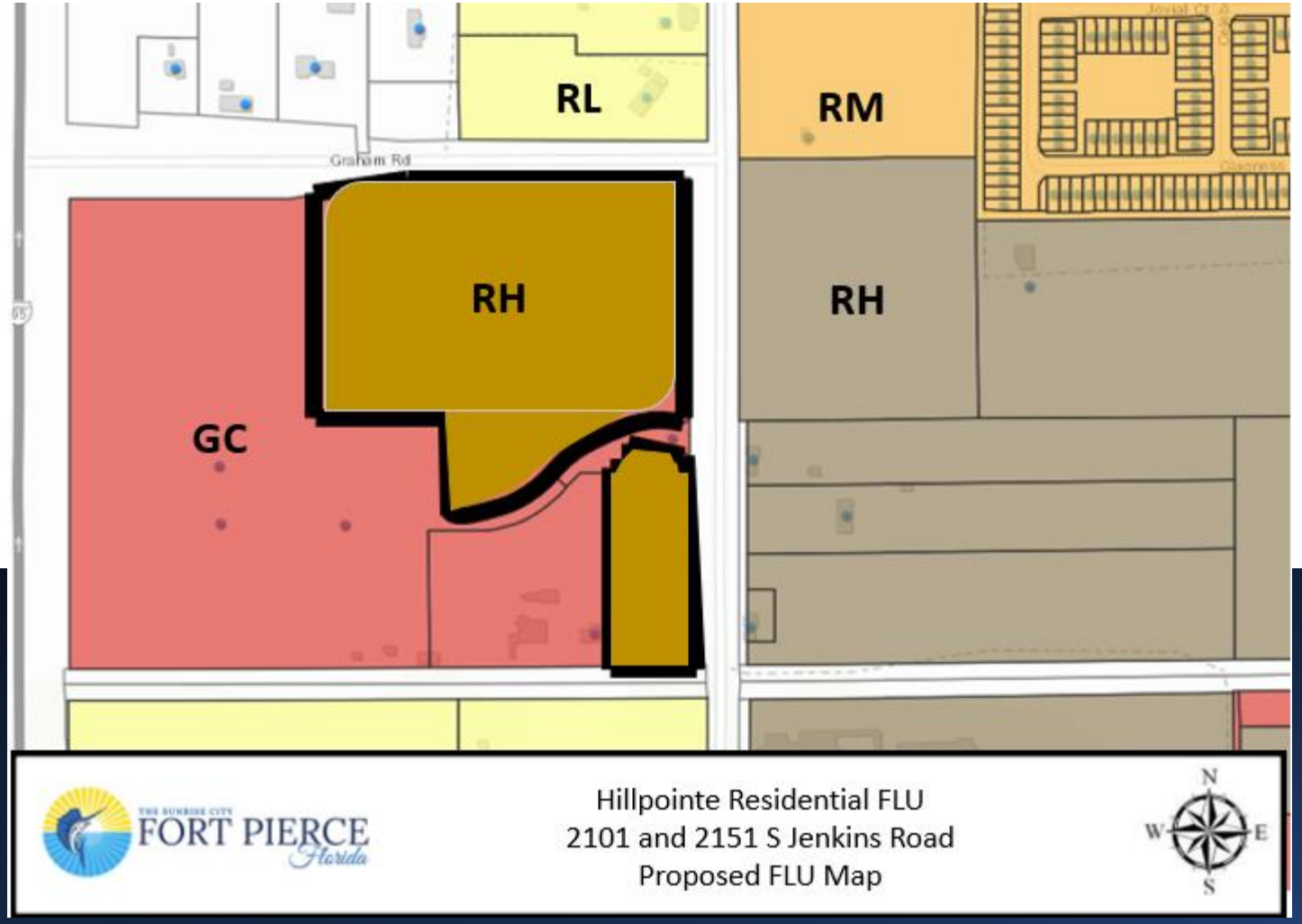
Approx. 17.25 acres



Current Future Land Use



Proposed Future Land Use



Request

Future Land Use Map Amendment, change for two (2) parcels from GC, General Commercial to RH, High Density Residential.

- Staff recommends Approval of the request

  ❑ Consistent with surrounding Future Land Use
  ❑ Consistent with the Comprehensive Plan
  ❑ Does not adversely affect the public health, safety, convenience and general welfare

City Commission Actions

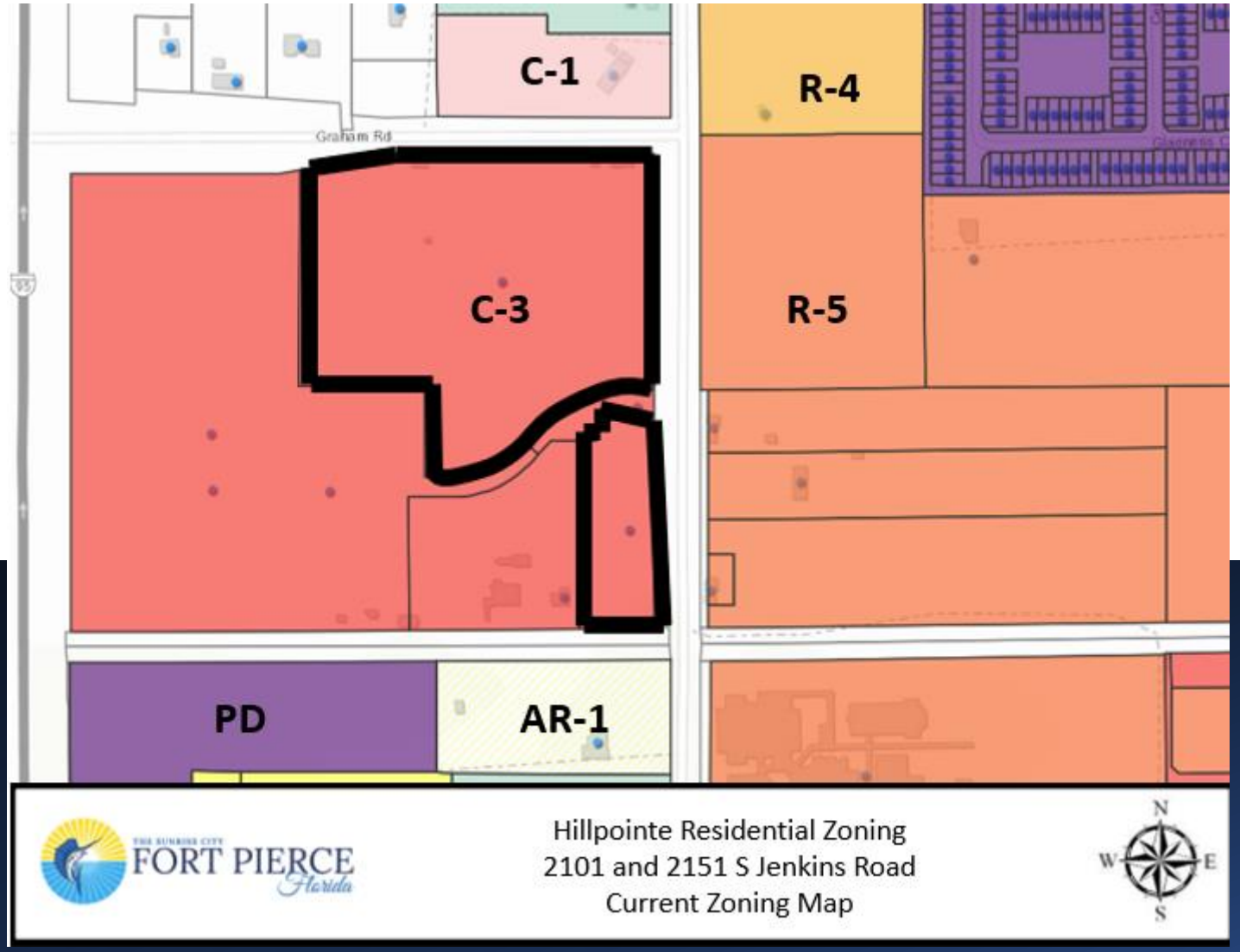
Possible actions of the City Commission:

- APPROVAL of the proposed FLUMA, with no changes
    - Staff recommends approval of the request
- APPROVAL of the proposed FLUMA, with changes
- DISAPPROVAL of the proposed FLUMA

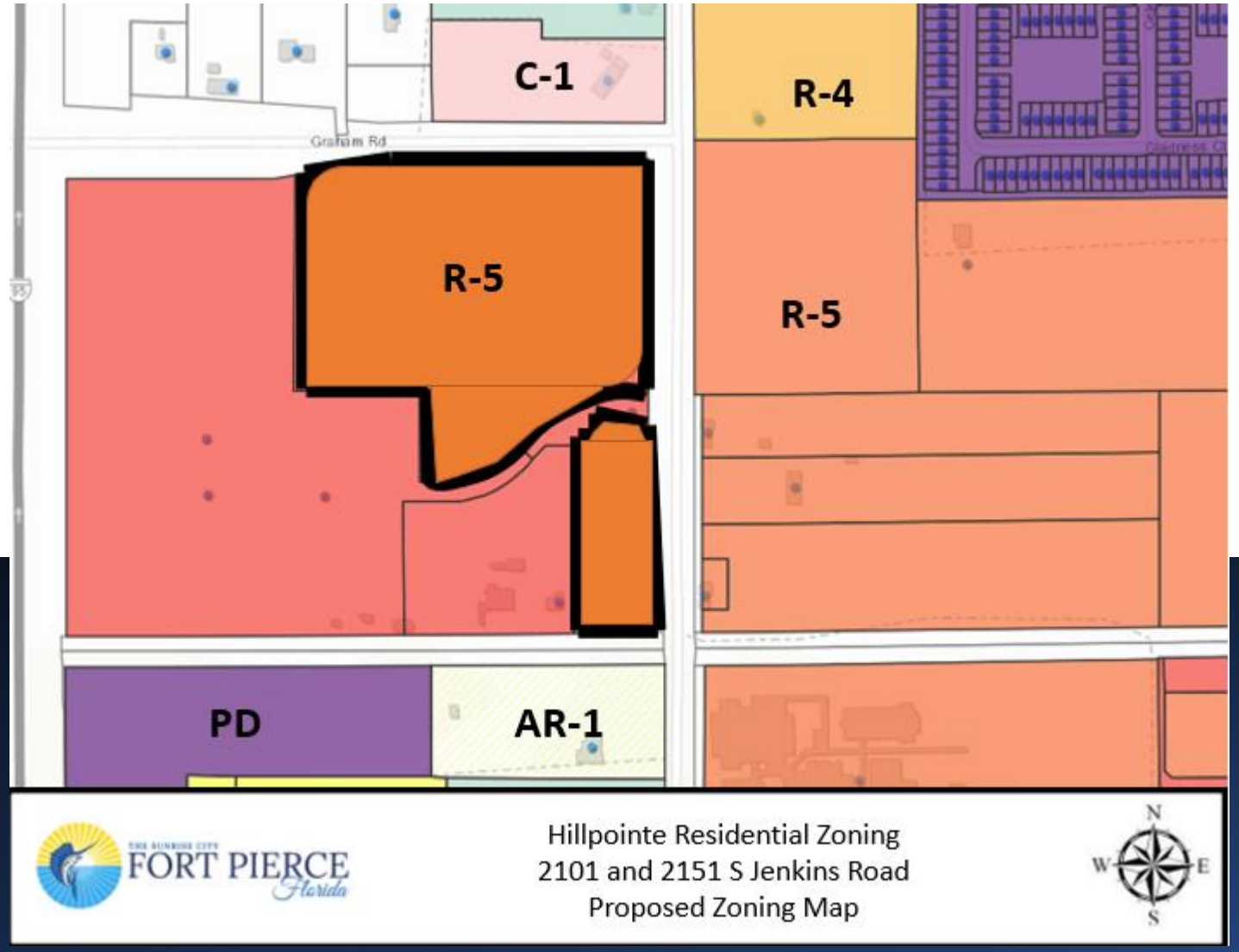
Planning Board Recommendation

The Planning Board, at their meeting on July 13th, 2022, unanimously voted to recommend approval of the request

Current Zoning Map



Proposed Zoning Map



Request

Zoning Map Amendment, change for two (2) parcels from C-3, General Commercial to R-5, High Density Residential.

- Staff recommends Approval of the request

  ❑ Consistent with surrounding Zoning
  ❑ Consistent with Section 125-136 of City Code & the Comprehensive Plan
  ❑ Does not adversely affect the public health, safety, convenience and general welfare

Planning Board Recommendation

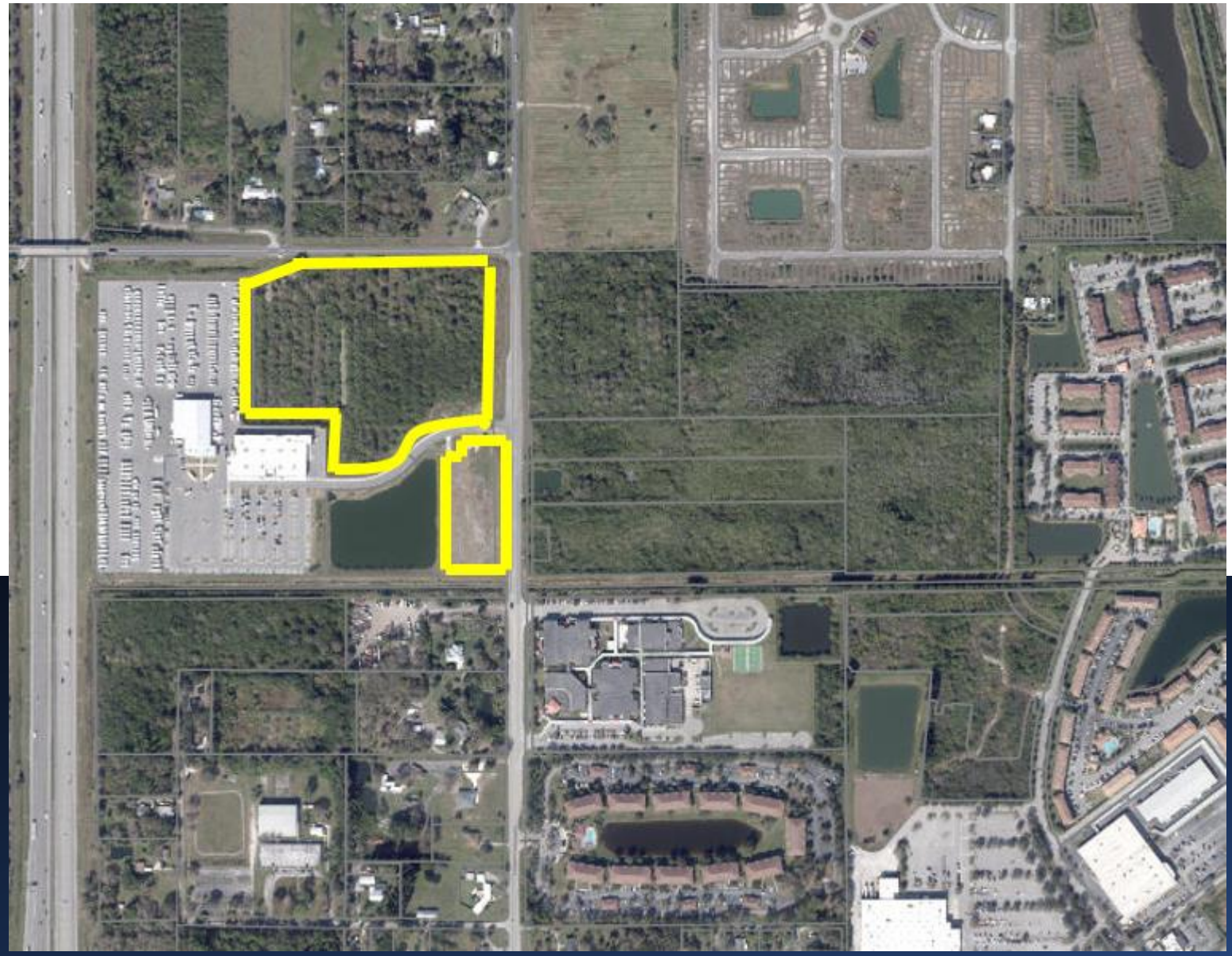
The Planning Board, at their meeting on July 13th, 2022, unanimously voted to recommend approval of the request

City Commission Actions

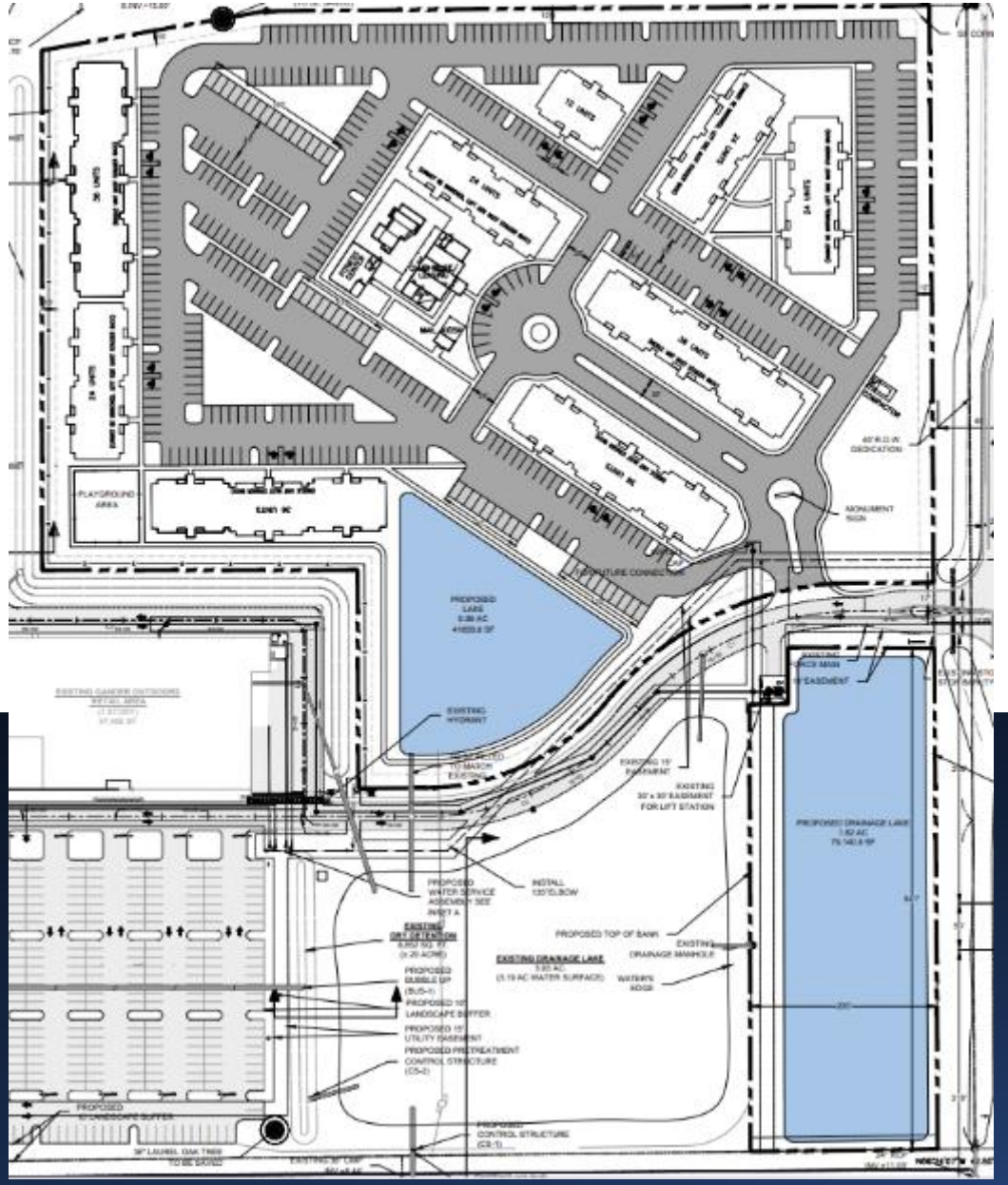
Possible actions of the City Commission:

- APPROVAL of the proposed Rezoning, with no changes
    - Staff recommends approval of the request
- APPROVAL of the proposed Rezoning, with changes
- DISAPPROVAL of the proposed Rezoning

Hillpointe Residential FLUMA and Rezoning



Hillpointe Conceptual Site Plan



Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.
Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :
08/21/2022

Dana Kanitz

Subscribed and sworn to before on August 22, 2022:

Kathleen Allen

Notary, State of WI, County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost: $127.92
Ad No: 0005380687
Customer No: 1309463
PO #:

# of Affidavits: 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, September 6, 2022 at 5:05 p.m. and Monday, September 19, 2022 at 5:05 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

Ordinance 22-023 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTIES GENERALLY LOCATED AT OR NEAR **2101 AND 2151 S JENKINS RD,** FROM GENERAL COMMERCIAL (C-3) TO HIGH-DENSITY RESIDENTIAL (R-5); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Properties: Parcel IDs: 2313-800-0002-000-7 and 2313-800-0004-000-1

All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub August 21 2022
TCN5380687

City Commission Meeting & Budget Hearing - 5:05 pm **14. a.**

Meeting Date: 09/06/2022

Re: FPUA Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R31 reappointing Barbara Marshall-Bennett as the District 1 representative on the Fort Pierce Utilities Authority Board.

SUMMARY:

Commissioners Gaines and C. Johnson acknowledged their agreement to reappoint Ms. Barbara Bennet to the FPUA Board as the District 1 representative at the 8/15/2022 City Commission meeting.

RECOMMENDATION:

Adopt Resolution 22-R31

ALTERNATIVES:

Do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

22-R31

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/17/2022 10:58 AM

Form Started By: Linda Cox Started On: 08/16/2022 02:53 PM

Final Approval Date: 08/17/2022

RESOLUTION NO. 22-R31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that Barbara Marshall-Bennet be and is hereby appointed as a District 1 member of the Fort Pierce Utilities Authority Board for a term of four years in compliance with city charter and consistent with Resolution 18-R23; said term to commence October 1, 2022, and to expire on September 30, 2026, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective on October 1, 2022.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th day of September, 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 Meeting & Budget Hearing - 5:05 pm **14. b.**

Meeting Date: 09/06/2022

Re: Resolution 22-R32

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Resolution 22-R32 authorizing the execution of a Reconstruction Agreement with Outfront Media to remove the existing sign at 3362 South US Highway 1 and construct a replacement sign pursuant to Florida Statutes.

SUMMARY:

Outfront Media currently operates a legally existing, conforming sign located at 3362 S. US Highway 1 that they wish to remove and reconstruct with a replacement sign that meets all current engineering and wind load requirements. Section 70.20 of the Florida Statutes authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication.

As per the Agreement, Outfront Media will make the replacement sign available for the dissemination of public service information like public service announcements, promotion of City-sponsored events, and emergency notifications at no cost to the City. In addition, Outfront Media shall pay the City an annual contribution payment of $10,000 per digital sign face of the replacement sign for so long as the sign remains installed and operational.

RECOMMENDATION:

Approve Resolution 22-R32.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Tanya Earley, City Attorney
Linda Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

Outfront shall pay the City annual contribution payments in the amount of Ten Thousand 00/100 Dollars per digital sign face on the replacement sign, for so long as the replacement sign remains installed, operational and utilizing automatic changeable message displays.

Attachments

22-R32

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	08/31/2022 09:54 AM
City Manager	Nick Mimms	08/31/2022 09:54 AM

Form Started By: Shyanne Harnage
Started On: 08/23/2022 03:09 PM
Final Approval Date: 08/31/2022

RESOLUTION NO. 22-R32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING THE EXECUTION OF A RECONSTRUCTION AGREEMENT WITH OUTFRONT MEDIA** TO REMOVE THE EXISTING SIGN LOCATED AT 3362 SOUTH US HIGHWAY 1 AND CONSTRUCT A REPLACEMENT SIGN PURSUANT TO FLORIDA STATUTES.

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Outfront is engaged in the business of constructing, operating and maintaining one or more billboard signs in St. Lucie County, Florida and, in particular, within the City; and

WHEREAS, Outfront operates a legally existing, conforming sign structure (the "Existing Sign") in the City on certain real property with a street address of 3362 S US Highway 1, Fort Pierce, Florida 34982, and bearing Parcel ID 2427-801-0019-000-2 (the "Existing Sign Parcel"); and

WHEREAS, the Existing Sign was lawfully permitted and erected in conformity with the land development regulations in effect at the time, and remains a lawful, conforming structure under the City's current Land Development Code (the "LDC"); and

WHEREAS, the Existing Sign may not meet current wind-load and other relevant engineering and safety requirements of the applicable building codes and the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, Outfront proposes to remove the Existing Sign and construct a Replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind load requirements; and

WHEREAS, the City desires to allow Outfront to remove the Existing Sign and reconstruct the Replacement Sign, pursuant to §70.20, Florida Statutes, and this Agreement; and

WHEREAS, the City and Outfront desire to enter into the agreement attached at Exhibit “A” (“Agreement”) establishing the terms and conditions under which Outfront will be permitted to remove the Existing Sign, and to construct and maintain the Replacement Sign; and

WHEREAS, the City acknowledges and agrees that Outfront is relying on the Agreement and that Outfront will proceed to remove the Existing Sign and construct the Replacement Sign, which activities will require the expenditure of substantial monies by Outfront, the relinquishment of significant property rights by Outfront, or both; and

WHEREAS, the City finds and determines that the provisions of the Agreement are in the public interest; and

WHEREAS, the City desires to ensure that the Replacement Sign continues to be operated in a manner consistent with Florida law and conforming to building codes

and the LDC, and in a manner satisfactory to the City.

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

Section 1. That the City of Fort Pierce hereby authorizes the execution of the Agreement attached as Exhibit “A”.

Section 2. That the Mayor, City Clerk and City Attorney are hereby authorized to execute the aforementioned Agreement on behalf of the City of Fort Pierce.

Section 3. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 6th day of September 2022.

_____
LINDA HUDSON, MAYOR

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA M. EARLEY, ESQ.
CITY ATTORNEY

RECONSTRUCTION AGREEMENT

THIS RECONSTRUCTION AGREEMENT (the "Agreement") is made on_____ 2022, by and between the City of Fort Pierce, Florida (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, and Outfront Media LLC ("Outfront"), a Delaware limited liability company.

WHEREAS, Section 70.20, *Florida Statutes,* expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Outfront is engaged in the business of constructing, operating and maintaining one or more billboard signs in St. Lucie County, Florida and, in particular, within the City; and

WHEREAS, Outfront operates a legally existing, conforming sign structure (the "Existing Sign") in the City on certain real property with a street address of 3362 S US Hwy. 1, Fort Pierce, Florida 34982, and bearing Parcel ID 2427-801-0019-000-2 (the "Existing Sign Parcel"); and

WHEREAS, the Existing Sign was lawfully permitted and erected in conformity with the land development regulations in effect at the time, and remains a lawful, conforming structure under the City's current Land Development Code (the "LDC"); and

WHEREAS, the Existing Sign may not meet current wind-load and other relevant engineering and safety requirements of the applicable building codes and the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, Outfront proposes to remove the Existing Sign and construct a Replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind-load requirements; and

WHEREAS, the City desires to allow Outfront to remove the Existing Sign and reconstruct the Replacement Sign, pursuant to §70.20, *Florida Statutes,* and this Agreement; and

WHEREAS, the City and Outfront desire to enter into this Agreement, establishing the terms and conditions under which Outfront will be permitted to remove the Existing Sign, and to construct and maintain the Replacement Sign; and

WHEREAS, the City acknowledges and agrees that Outfront is relying on this Agreement and that Outfront will proceed to remove the Existing Sign and construct the Replacement Sign, which activities will require the expenditure of substantial monies by Outfront, the relinquishment of significant property rights by Outfront, or both; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest; and

WHEREAS, on _____, 2022, the City Commission adopted Resolution No. _____ authorizing the execution of this Agreement; and

WHEREAS, the City desires to ensure that the Replacement Sign continues to be operated in a manner consistent with Florida law and conforming to building codes and the LDC, and in a manner satisfactory to the City.

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged and agreed upon, the City and Outfront agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and they are incorporated in this Agreement as contractual terms, and not merely recitals.

2. The Existing Sign.

A. Location. The Existing Sign will be completely removed and the Replacement Sign will be constructed on the Existing Sign Parcel, as depicted in the site plan attached as **Exhibit A.**

B. Permits and Construction. Outfront shall be responsible for obtaining and paying for (at normal and customary rates) all required building permits and approvals to remove the Existing Sign and to erect, operate and maintain the Replacement Sign, including any necessary permits or approvals from the Florida Department of Transportation ("FDOT"), or any other State, federal or local agency or department. The City shall consider for approval all applications related to permits necessary for removal of the Existing Sign and erection of the Replacement Sign within forty-five (45) days after submission of a complete permit application(s) by Outfront, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with and assist Outfront in obtaining any necessary permits and approvals from FDOT or any other agency or department, or both, for the removal of the Existing Sign and the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Outfront to obtain all such permits or approvals.

C. The Replacement Sign shall be constructed, operated, maintained, and replaced by licensed, registered contractors in a manner that meets or exceeds the City's building and electrical requirements, and upon completion of construction, structural certifications by State Licensed Engineers will be provided to the City by Outfront. The Replacement Sign shall be constructed in substantially the location occupied by the Existing Sign, which location shall be approved by FDOT (if necessary) and the City.

D. Outfront shall submit to the City signed and sealed site plan(s) and survey(s) for any proposed construction of the Replacement Sign, evidencing compliance with applicable conditions of this Agreement prior to issuance of any Building Permits by the City. Within thirty (30) days after completion of construction/ and installation of the Replacement Sign, Outfront shall

provide the City with an as-built survey of the Replacement Sign, which shall be a condition precedent to the City issuing a Certificate of Completion for the Replacement Sign.

E. The placement of the Replacement Sign must conform with Chapter 479, *Florida Statutes*, Chapter 14-10, *Florida Administrative Code*, and any and all other applicable federal, state, county and municipal regulations.

F. The Replacement Sign shall not be illuminated by flashing, intermittent, or moving lights (i.e., the message shall be static, and shall not include any full-motion video or animation), and shall otherwise comply with all requirements of Chapter 14-10, *Florida Administrative Code*, as that Chapter may be amended from time to time, as provided in Paragraph 2(G) below. The Sign shall not emit any sound of any kind and shall not use or release any steam or smoke or any other substance.

G. Description. The City and Outfront agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes,* and the related Florida Administrative Code provisions and FDOT regulations. The Replacement Sign shall be a double-face monopole structure. The size of each face of the Replacement Sign shall not exceed 14 feet in height and 48 feet in length, not including embellishments. The term "embellishment" means a temporary extension of a sign face which contains a portion of the message or informative contents, and which is added, modified, or removed when the message is changed. Pursuant to Sec. 14-10.006 of the Florida Administrative Code, as amended from time to time, embellishments shall not extend more than five (5) feet beyond the permanent sign face. The Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by Outfront from time to time). Operation of the changeable message displays shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached as **Exhibit B.**

H. Repair and Maintenance. Upon completion, the Replacement Sign shall be deemed a conforming sign in all respects under the City's current LDC for the purpose of future repair, replacement and maintenance.

I. Compliance with Agreement/Laws. Outfront agrees that it shall operate the Replacement Sign in accordance with the terms of this Agreement and all applicable laws, rules, ordinances and regulations. Failure to abide by the terms of this Agreement, or to adhere to all applicable laws will be deemed a violation of this Agreement, and the City may pursue any and all equitable and legal remedies relating to the violations/defaults, including, but not limited to, requiring Outfront to remove the Replacement Sign; provided, however, prior to the exercise of any such legal or equitable remedies, the City shall first provide Outfront written notice of any alleged violation/default, which notice shall state the nature of the violation/default with as much specificity as is practicable under the circumstances. Outfront shall have 15 business days from the receipt of the City's notice to cure such violation/default, or if the violation/default is not reasonably capable of being cured within 15 business days, to commence to cure the violation/default and to diligently pursue the cure to completion.

3. Sign Removal. Contemporaneously with the submission of Outfront's permit application to the City for construction of the Replacement Sign, Outfront shall also apply for a demolition permit for the Existing Sign, which application the City shall consider for approval within forty-five (45) days after submission of complete permit applications for same, as provided in Paragraph 2(B) above. Outfront shall demolish the Existing Sign, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's ordinances and the LDC, prior to or contemporaneous with erection of the Replacement Sign. Outfront shall have no obligation to demolish or remove the Existing Sign unless and until it has obtained all necessary state and local permits and approvals for construction and maintenance of the Replacement Sign. In the event that Outfront is unable to obtain all necessary permits and approvals for the construction and maintenance of the Replacement Sign, Outfront shall be relieved of any obligation under this Agreement to remove the Existing Sign and shall have the right to terminate this Agreement upon thirty (30) days' written notice to the City.

4. Advertising and Notifications by the City/ Public Service Messages. Outfront will make the Replacement Sign available for the dissemination of public service information. Outfront voluntarily offers announcements and advertising slots to the City as provided in this paragraph, and the City accepts this offer. Unless expressly stated otherwise in subparagraphs (A) and (B) of this Paragraph 4, the following terms shall apply: (i) all announcements and advertising slots provided by Outfront to the City shall be at no cost to the City; (ii) all artwork/design/graphics relating to the City's chosen advertisements shall be provided by the City to Outfront at least 10 days prior to the scheduled advertising run commencement date; and (iii) in the event the City desires to utilize Outfront advertising artwork/design/graphics, Outfront shall provide the artwork/design/graphics to the City (at the City's expense) for its approval at least 10 days prior to the scheduled advertising run commencement date.

For purposes of this Paragraph 4, the contact persons shall be:

CITY: _____((NAME)))_____((TITLE)) at (954) 924-6800, ext _____; and

Outfront: Chris Ashley, VP of Real Estate, (561) 353-6167.

(A) Public Service Advertising. On a space available basis, Outfront will allow the City to post public service announcements and advertise City-sponsored events (the "City Announcements") on the Replacement Sign, pursuant and subject to the terms, conditions and restrictions contained in this Agreement. Any such City Announcements shall be strictly for the benefit of the City. If after posting a City Announcement any third party asserts that the announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results from it, Outfront shall have the right to remove the City Announcement, and to discontinue the display of City Announcements until such time as the City shall supply a new, or designate a previous, City Announcement. Any such public service announcements may be removed by Outfront in the event that space so occupied by City Announcements is leased or rented to third parties by Outfront. Outfront agrees to give the City reasonable notice of anticipated space availability on the Replacement Sign for City Announcements; provided, however, that Outfront shall have no obligation to notify the City if such space availability is limited to time periods of less than 30 days. All artwork, design,

graphics, production and installation costs relating to the City Announcements shall be at the sole expense of the City.

(B) During times of declared weather emergencies affecting the City, Outfront will make the Replacement Sign available, and will add one Slot on each face of the Replacement Sign for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"), which sign shall not be required to provide the 10 day advance notice required under subsection (A), above.

(C) Outfront will make the Replacement Sign available, by adding one Slot on each face of the Replacement Sign, for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), or such other law enforcement agency that may from time to time be responsible for issuance of same, when it is determined (pursuant to guidelines and procedures already in place between the FDLE or such other agency/agencies and the outdoor advertising industry to identify appropriate situations, duration and sign locations) that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction.

(D) Finally, Outfront will add one Slot on each face of the Replacement Sign and make that Slot available for the display of official emergency notifications issued by the City of Fort Pierce Police Department (the "Agency") to advise the public of an active or imminent public threat posed by: (i) a dangerous condition other than weather, (ii) a fugitive known or reasonably suspected to be in the area, or (iii) an active-shooter situation (the "Local Emergency Announcements"). The City or the Agency shall be responsible for providing Outfront with a template for use by Outfront in displaying the Local Emergency Announcements, which template shall be compatible with Outfront's policies and procedures (the "Alert Template"). The Alert Template will be maintained by Outfront at its national operations center, from which the messaging for the Replacement Sign is controlled. Upon the occurrence of a local emergency within the scope of this Paragraph, the City shall contact the local Outfront representative identified in Paragraph 4 above and provide the representative with the desired text for the Local Emergency Announcement. The text will be relayed by the local Outfront representative to the Outfront national operations center, which will post the Local Emergency Announcement using the Alert Template then on file. Outfront will use its best efforts to post the copy as soon as practicable and will continue to display such copy so long as the threat remains imminent or active. The City may modify the Alert Template at any time, and from time to time; provided that such modification will not be effective until 30 days after receipt by Outfront.

(E) Outfront voluntarily offers and the City has agreed that any advertising shall not include any tobacco product, adult retail, adult performance, adult entertainment establishment or adult service, or any advertising messages that may be reasonably construed as "hate speech" against any person or organization or obscene or offensive materials as determined by the City. If the City reasonably objects to any advertisement, such advertisement shall be removed within 24 hours of receipt by Outfront of written notice from the City.

(F) Annual Contribution. Outfront shall pay the City annual neighborhood enhancement contribution payments in the amount of Ten Thousand 00/100 Dollars per digital

sign face on the Replacement Sign, for so long as the Replacement Sign remains installed, operational and utilizing automatic changeable message displays (the "Annual Contribution"). The initial Annual Contribution for the Replacement Sign shall be due and payable within fifteen (15) days after completion of construction and issuance of all final permits and approvals necessary for the operation of the Replacement Sign. Thereafter, Outfront shall pay to the City the Annual Contribution on or before the anniversary of the date upon which the initial Annual Contribution payment was paid. The parties understand and agree that the Annual Contribution payments are being paid to mitigate any impacts to the City and its residents from the rights granted under this Agreement and actions taken pursuant to it.

5. Indemnification and Hold Harmless. In consideration of the City permitting Outfront to construct and operate the Replacement Sign within the City, Outfront agrees to defend (with counsel of Outfront's choosing, subject to the prior approval by the City Attorney, which approval shall not be unreasonably withheld), indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, suits, actions, damages and causes of action whatsoever, arising during the term of this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity as a result of the doing of any work in this Agreement as authorized or the failure to do any work in this Agreement as required, or as a result of this Agreement or the construction, maintenance or use related to the removal of the Existing Sign and installation of the Replacement Sign or the use by Outfront of the Property upon which the Replacement Sign is to be located. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence (except gross negligence) on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation of any of them and the defense of any action or proceeding brought on any of them and any order, judgment or decree which may be entered in any such action or proceeding or as a result of any of them. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, *Florida Statutes*. With respect to the removal of the Existing Sign pursuant to this Agreement, Outfront waives and releases the City from and against any and all claims for compensation or other reimbursement which it has or may have in the future as a result of any provisions of Section 70.20, *Florida Statutes*, or the provisions of any other statute or under common law, except as otherwise specifically provided in this Agreement. In the event that any third party brings any challenge either to this Agreement as a whole or to any application for permits or approvals under this Agreement, the City shall give sufficiently prompt notice to Outfront of such challenge and shall in all events give such notice within 10 business days of the date that the City first learns of the challenge. The City will reasonably assist in the defense of any such action by Outfront in such a matter.

6. Complete Understanding. This Agreement, and all the terms and provisions contained in this Agreement, including without limitation its Exhibits (if any), constitute the full and complete agreement between the parties with respect to the matters covered in this Agreement, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

7. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party to this Agreement. If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of another party's Agreement obligations , such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

8. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

City:

City Manager
City of Fort Pierce
100 N. US Hwy. 1
Fort Pierce, Florida 34950

Copies to:

City Attorney
City of Fort Pierce
100 N. US Hwy. 1
Fort Pierce, Florida 34950

Outfront:

Real Estate Manager
Outfront Media LLC
2640 NW 17th Ln,
Pompano Beach, FL 33064

Copies to:

William G. McCormick, Esq.
McCormick Law Firm, PLLC
401 E. Las Olas Blvd.
Suite 1400
Fort Lauderdale, Florida 33301

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5th) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date and time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance with this provision

and such notices shall be effective upon receipt. Until notice of change of address is received as to a party, the other party may rely upon the last address given.

9. Default. In the event any party is in default of any Agreement provision, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) business days, to commence and diligently pursue a cure. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its remedies which are available at law or equity.

10. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default under this Agreement. If any term or provision of this Agreement or the application of it to any person or circumstance is declared invalid or unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid, unenforceable or both resulting in the forced removal of the Replacement Sign, the parties shall be released from any further obligations under this Agreement and shall be returned to their respective positions as they existed just prior to the execution of this Agreement, including, but not limited to, Outfront's right to re-erect the Existing Sign, at its current location.

11. Controlling Law, Venue, Jury Trial Waiver. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be solely in the Nineteenth Judicial Circuit in and for St Lucie County, Florida, to the exclusion of any other venue. THE PARTIES EACH HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTES RELATING TO OR ARISING OUT OF THIS AGREEMENT. ALL COURT ACTIONS OF ANY NATURE OR KIND SHALL BE NON-JURY.

12. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

13. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any of its Exhibits or any other agreement, instrument or document of whatever form or nature contemplated by any other party or parties, shall not be deemed a waiver of any right or remedy that the party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

14. Successors and Assigns. This Agreement shall be freely assignable by Outfront. The terms of this Agreement shall be binding upon and shall inure to all successors in interest to the parties to this Agreement.

15. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

16. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed its terms and conditions and, by execution of this Agreement, acknowledges that each party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and Outfront, and this Agreement, including, without limitation, the Exhibits shall not be deemed to have been prepared by any one party but, rather, by both equally.

17. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred in this Agreement, and no private right of action is intended to be created by this Agreement in any third party.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

19. Term. The parties expressly agree that the term of this Agreement shall be for a period of forty (40) years (the "Initial Term"), commencing on the date the last party to this Agreement executes same, and that at the end of the Initial Term, this Agreement shall automatically renew for one (1) additional term of forty (40) years (the "Renewal Term"), unless Outfront shall deliver written notice to the City no later than sixty (60) days prior to expiration of the Initial Term opting out of the Renewal Term.

20. Public Records. As may be requested by the City from time to time, Outfront shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by it in conjunction with the execution or performance of this Agreement. Outfront shall be obligated to comply with Florida's Public Records Law only to the extent it may apply to this Agreement and any communications related to this Agreement, and only as expressly requested by City from time to time. Specifically, Outfront shall:

a. Keep and maintain public records related to this Agreement required by the City.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 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 Agreement term and following expiration or termination of the Agreement if Outfront does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Outfront upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

IF OUTFRONT HAS QUESTIONS REGARGDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, OUTFRONT SHOULD CONTACT THE CITY'S CUSTODIAN OF RECORDS AS FOLLOWS:

CITY CLERK'S OFFICE
100 N US 1
FORT PIERCE, FL 34950
772-467-3065
lcox@cityoffortpierce.com

- SIGNATURES APPEAR ON FOLLOW PAGES –

IN WITNESS WHEREOF, the City and Outfront have executed or caused their duly authorized representatives to execute this Agreement.

CITY OF FORT PIERCE

By:_____
Mayor

Dated: _____ , 2022

Attest:

_____
City Clerk

Dated: _____ , 2022

Approved as to legal form:

_____
City Attorney

Dated: _____ , 2022

OUTFRONT MEDIA LLC

By:_____

Printed Name: Pablo Cremaschi

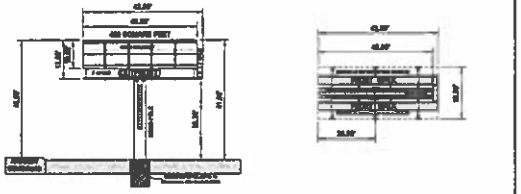
Title: General Manager

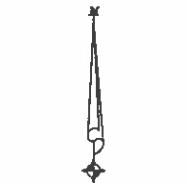
Dated: 7/22/ _____, 2022

EXHIBIT A

PROFILE VIEW SCALE 1" = 20' PLAN VIEW SCALE 1" = 20'

EXISTING SIGN CONFIGURATION - FDOT TAG #'s CE469 / CB268





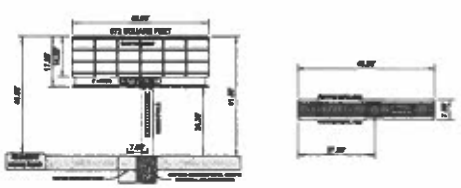
GRAPHIC SCALE IN FEET
SCALE 1" =20'

CURRENT MEDIA
SIGN / SITE LOCATION DATA

1) Owner	Sparta & Sparta LLC
2) Mailing Address	3800 NW Tolland Ave, Port Saint Lucie, Florida 34986
3) Site Address	3362 S. US Hwy No. 1 Fort Pierce, Florida 34982
4) Warranty Deed	ORB 4378, PAGE 897 Public Records of St. Lucie County
5) Property Control #	3420-501-0010-000-4
6) Zoning District	City of Fort Pierce
7) General Location	Intersection of Midland Dr & US Highway No. 1 (SR 5 & Fort Pierce, Florida
8) Highway Location	East Side of US Hwy No. 1 (SR 5 & and 50.9' South of Midland Dr
9) Right of Way width	Varies / 200 feet +
10) Future Land Use	GC / General Commercial
11) Zoning	C-3 / Commercial
12) Section data	Section 27, Township 35S, Range 40E
13) Geodetic Location	Latitude # 27.3504[illegible] Longitude # -80.3[illegible]

PROFILE VIEW SCALE 1" = 20' PLAN VIEW SCALE 1" = 20'

PROPOSED SIGN CONFIGURATION - FDOT TAG #'s CE469 / CB268





LOCATION MAP (Not to scale)

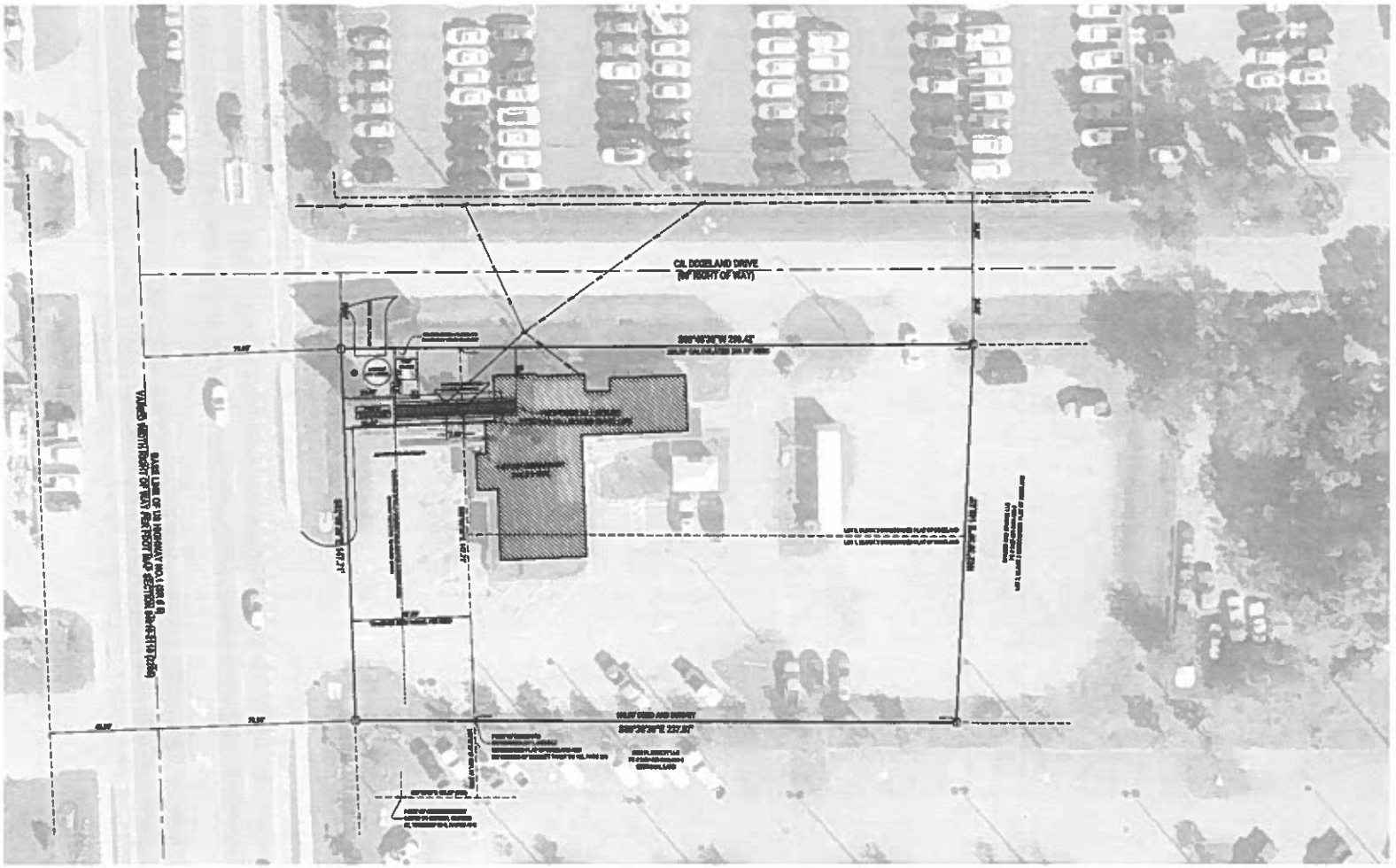

CL DIXELAND DRIVE
(80' RIGHT OF WAY)
S89°40'26"W 200.42'
S89°40'26"E 237.85'
SOUTH LINE OF LOT 1
SOUTH LINE OF LOT 2
SOUTH LINE OF LOT 3
NORTH LINE OF LOT 1
NORTH LINE OF LOT 2
NORTH LINE OF LOT 3
EAST LINE OF LOT 1
EAST LINE OF LOT 2
EAST LINE OF LOT 3
WEST LINE OF LOT 1
WEST LINE OF LOT 2
WEST LINE OF LOT 3
EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (SR 5)
(VARIABLE WIDTH RIGHT OF WAY PER FDOT R/W SECTION 94-010-2)
70.00'
70.00'
70.00'
70.00'
70.00'
70.00'
147.71'
147.71'
147.71'
147.71'
147.71'
147.71'
200.42'
237.85'
237.85'
237.85

EXHIBIT B

CHAPTER 14-10
OUTDOOR ADVERTISING SIGN REGULATION AND HIGHWAY BEAUTIFICATION PROGRAM

14-10.001 Purpose (Repealed)
14-10.0011 General Provisions
14-10.002 Scope (Repealed)
14-10.0021 Definitions (Repealed)
14-10.0022 Outdoor Advertising Sign Inventory
14-10.003 Licenses
14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance
14-10.00401 Administration of Outdoor Advertising Permits
14-10.0041 Annual Renewal Billing – Licenses and Permits
14-10.0042 Denial, Suspension, or Revocation of Licenses, and Denial or Revocation of Permits
14-10.0043 Outdoor Advertising License and Permit Fees
14-10.005 Violations of Chapter 479 or Section 337.407, FS. (Repealed)
14-10.0051 Zoned and Unzoned Commercial and Industrial Areas Along Interstate and Federal-Aid Primary Highways (Repealed)
14-10.0052 Zoning Enacted Primarily to Permit Outdoor Advertising Signs
14-10.006 Permitting Criteria (Repealed)
14-10.007 Maintenance of Nonconforming Signs
14-10.008 Directional and Official Signs and Notices (Repealed)
14-10.009 Agreement Relating to Size, Lighting and Spacing of Signs Along Interstate and Federal-Aid Highways (Repealed)
14-10.016 Purpose (Repealed)
14-10.017 General (Repealed)
14-10.018 Priorities (Repealed)
14-10.019 Compensation (Repealed)
14-10.020 Outdoor Advertising Sign Estimates (Repealed)
14-10.021 Responsibilities (Repealed)
14-10.022 Documentation (Repealed)
14-10.023 Acquisition by Condemnation (Repealed)
14-10.031 Purpose (Repealed)
14-10.032 Scope (Repealed)
14-10.033 Advertisement (Repealed)
14-10.034 Processing Invoices and Proof of Publications (Repealed)
14-10.035 Information Bulletin and Inspection of Improvement (Repealed)
14-10.036 Sale for Removal of Signs and Paraphernalia (Repealed)
14-10.037 Contracts (Repealed)
14-10.038 Payments (Repealed)
14-10.039 Sales Contract Review and Approval (Repealed)
14-10.040 Extension of Contracts (Repealed)
14-10.041 Request for Payment on Contracts (Repealed)
14-10.046 Purpose (Repealed)
14-10.047 Jurisdiction (Repealed)
14-10.048 Definition (Repealed)
14-10.049 Screening Criteria (Repealed)
14-10.050 Nonconforming Junkyards (Repealed)
14-10.051 Violations (Repealed)
14-10.056 Forms (Repealed)
14-10.057 Vegetation Management Application and Permit Issuance

14-10.001 Purpose.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.03 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.01, Repealed 6-28-98.

14-10.002 Scope.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.03, 479.20 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, Formerly 14-10.02, Repealed 1-1-86.

14-10.0011 General Provisions.

(1) Definitions. All terms in this rule chapter shall have the same meanings as those in Section 479.01, F.S. Additionally, the following terms are defined:

(a) "Applicant" means the person or entity seeking permission for an outdoor advertising sign under this rule chapter.

(b) "Completed Sign," for purposes of Section 479.07(5)(a), F.S., means an erected sign structure with attached facing, and a posted message.

(c) "Crown" means the highest point of elevation on the road pavement of the main traveled way immediately adjacent to the sign.

(d) "Embellishment" means a temporary extension of a sign face which contains a portion of the message or informative contents, and which is added, modified, or removed when the message is changed.

(e) "Height Above Ground Level (HAGL)" means the distance between the ground and the bottom of the sign face, excluding any border and trim, as measured from the point on the sign facing closest to the main-traveled way.

(f) "Location or site" means the specific place or position of a proposed or existing sign. Location is generally identified by specifying a milepost on the Roadway Characteristics Inventory (RCI) system together with a distance from the edge of the pavement or the right of way line by specifying the State Plane Coordinates or by specifying the latitude and longitude.

(g) "Permitted Sign" means a sign, whether erected or not, for which an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, incorporated herein by reference, has been issued, which permit has not been revoked, canceled, expired, or declared void.

(h) "Rest Area" means a publicly owned, controlled, and designated place for emergency stops, relaxation, and recreation, including sanitary and other facilities within or adjacent to the highway right of way.

(i) "Sign Structure Height" means the total vertical distance from the crown of the main-traveled way to the top of the highest sign face, including any border or trim, excluding embellishments.

(2) Names and Addresses.

(a) For consideration of a license or sign permit under this rule chapter, completed forms must be sent to:
Outdoor Advertising License and Permit Office
Florida Department of Transportation
605 Suwannee Street, MS #22
Tallahassee, Florida 32399-0450
Forms referenced in this rule may be obtained at the above address or at the website: http://www.dot.state.fl.us/rightofway/Documents.shtm.

(b) Licenses and sign permits may only be issued in the current legal name or registered fictitious name of the applicant, whether an individual, business, or corporation. Any notice issued by the Department to a fictitious name filed with the Department shall have the same effect as if issued in the legal name of the permittee or licensee.

(c) All correspondence from the Department to the licensee or permittee including billing, notices of violation, or other information issued by the Department will be electronic unless the licensee or permittee notifies the Department in writing that the mailing address is the perferred method of receipt.

(d) A licensee or permittee shall notify the Department, in writing, within 30 calendar days of any change in address. This notification shall include:

1. The date the change of name or address (mailing or e-mail) becomes effective,
2. The account name as listed on the Department billing,
3. The name of the individual authorized to sign the notice, and
4. Certification from the person with authority to update the information.

(e) Notices or any other correspondence issued by the Department to the address on file prior to receipt of such written notification of an address change are valid and shall be considered received by the licensee or permittee.

(f) License Applications, Permit Applications, Replacement Requests, Transfer Requests, and Cancellation Certifications must contain a statement by the signatory that he/she is the authorized representative and has the authority to sign for the applicant.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 479.02 FS. History–New 6-28-98, Amended 8-19-01, 10-3-10, 10-7-15.

14-10.0021 Definitions.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.01, 479.02, 479.03, 479.07(9) FS. History–New 1-1-86, Formerly 14-10.21, Amended 12-26-95, Repealed 6-28-98.

14-10.0022 Outdoor Advertising Sign Inventory.

Pursuant to Section 479.02(8), F.S., the Department shall update its outdoor advertising database inventory information for all permitted signs no less than every two years. This inventory shall provide, as a minimum, the following current information derived from field review and historical information contained in the Department's files:

(1) Location of the sign;
(2) Original sign permit issue date;
(3) Date the sign was erected;
(4) Height, width and square footage of each sign facing;
(5) Number and type of support structures used;
(6) Height above ground level of the sign facing;
(7) Sign structure height;
(8) Whether the sign is lighted;
(9) Whether the sign is in conformance with local land use requirements;
(10) Whether the sign is in an urban area;
(11) Whether the sign is in an incorporated area;
(12) Status of the sign, whether conforming, nonconforming, or illegal;
(13) Permittee's name and address;
(14) Sign permit number(s), current and previous, assigned to the sign facing;
(15) Status of the sign permit, whether active or canceled, revoked, expired, or void; and,
(16) Date the sign was removed, when applicable.

Changes made to the Department's previous inventory records to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of the provisions of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7), (8) FS. Law Implemented 339.05, 479.01, 479.02, 479.03, 479.07(9) FS. History–New 6-28-98, Amended 10-3-10.

14-10.003 Licenses.

(1) Outdoor Advertising License Required.

(a) A person or entity is considered to be in the business of outdoor advertising and is required to have an outdoor advertising license if that person or entity is operating, maintaining, leasing, or selling outdoor advertising structures, outdoor advertising signs, or outdoor advertisements.

(b) Persons or entities solely engaged in the following are exempt from the licensing requirement:

1. Advertising their own business or businesses, or

2. Erecting or constructing signs.

(2) Application Form. An application for a license to engage in the business of outdoor advertising shall be made on an Outdoor Advertising License Application, Form 575-070-02, Rev. 08/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06269.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 120.60, 215.34(2), 334.044(28), 339.05, 479.02, 479.04, 479.05, 479.07 FS. History–(Formerly part of Rule 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.03, Amended 6-28-98, 8-19-01, 1-25-04, 12-31-06, 10-3-10, 1-7-16.

14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance.

(1) Applications. An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 6/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-05475 to the address listed in paragraph 14-10.0011(2)(a), F.A.C. Each application for a sign permit shall meet the requirements of Chapter 479, F.S., this rule chapter, and the 1972 Federal-State Agreement, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-05479. In the event of a conflict between a provision in the 1972 Federal-State Agreement and a provision of Chapter 479, F.S., the more restrictive provision shall apply.

(a) A separate application is required for each sign permit requested (i.e. a back to back sign will require two applications). Separate payment for each application is recommended to avoid denial of multiple applications should one application be denied.

(b) Prior to issuing a sign permit, the Department will inspect the proposed sign site for compliance with Chapter 479, F.S., and this rule chapter. To ensure that the site being inspected is the same site specified in the application, the applicant shall mark the proposed site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed upon submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on sign permit applications in order of the date and time of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fees have been submitted. All information provided on the application must be certified as being true and correct. Information required on the application from the local zoning official providing allowable land use and local government approval, must be current as of the date the complete application is received by the Department and the applicant must demonstrate that the conditions are still in effect.

2. Applications submitted with payment that will become void within 30 days from the Department receipt will be returned as incomplete.

3. Applications containing incorrect information will be denied.

4. Incomplete sign permit applications will be returned to the applicant along with any sign permit fees submitted with the application.

5. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

6. Pursuant to Section 479.07(3)(b), F.S., the written statement from the landowner must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee, or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and,

d. Authorize placement of the sign on the subject property.

(2) Application status. Complete applications will be either approved or denied within 30 calendar days of receipt by the Department unless an earlier application for that site or a competing site is under review, the applicant is seeking a vegetation management permit, or removal of a conflicting sign is pending.

(a) A denied application will remain in a pending status until the time to request an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., has elapsed. If a hearing is requested, the application shall remain in a pending status until a final order has been issued and the time to request an appeal of the order has elapsed. If an appeal is taken, the application will remain in a pending status until the mandate is issued by the appellate court. Subsequent applications for conflicting sites shall be held without action until the pending status of the earlier application is resolved.

(b) If an application is approved, all subsequently received applications for conflicting sites shall be denied.

(c) When a permit application is received for a new sign site where vegetation management is required pursuant to Section 479.106, F.S., the permit will not be issued until the applicant has been issued a vegetation management permit by the Department in accordance with Rule 14-10.057, F.A.C. A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation as required by Rule 14-10.057, F.A.C., and Section 479.106(7), F.S., respectively, have been collected and the applicant has surrendered two nonconforming signs in accordance with Section 479.106(5), F.S.

(d) Applications for sign permits at locations which conflict with spacing requirements relating to the location of an expired or canceled sign permit will not be processed until the sign for which the expired or canceled permit was issued is removed, except for a sign permit being canceled as a condition for issuance of a new sign permit.

(3) Reduced Spacing on Interstates. For applications to be considered for a sign with between 1,000 feet and 1,500 feet of spacing from the nearest outdoor advertising sign along an interstate in accordance with Section 479.07(9)(c), F.S., in addition to the requirements of subsection (1) of this section, the applicant must submit:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign along an interstate highway, in exchange for the removal of an existing sign from areas specifically designated by the local government; and,

(b) A copy of the agreement between the local government and the sign owner allowing such removal and replacement.

(4) Size. Each sign facing shall not exceed 30 feet in height. Each sign facing shall not exceed 60 feet in length. Advertising copy shall not exceed 950 square feet for all sign faces. Embellishments shall not extend more than five feet beyond the permanent sign face, and are included in any measurement of the height, width, or area of the sign facing.

(5) Number of Sign Faces. There shall be no more than two faces showing at one time for each sign facing.

(6) Location. Signs shall not be located in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device.

(7) Spacing. The distance between a proposed sign and the nearest permitted sign shall be measured along the edge of pavement of the main-traveled way from the location marked by the applicant to the location of the permitted sign. For signs that are permitted, but not constructed, the milepost location reflected in the permitted sign's application shall be used. Measurement along the edge of pavement shall be from a point perpendicular to a tangent on the edge of the main-traveled way nearest the location of the sign.

(a) For V-type, or back-to-back signs, to be considered one sign for spacing purposes, the sign facings must either be connected by the same sign structure or cross-bracing, or the sign structures must be not more than fifteen feet apart at their nearest point.

(b) Official signs, signs exempt from permitting under Section 479.16, F.S., and structures that are not permitted signs shall not be considered in determining compliance with spacing requirements.

(c) The width of any intersections will be included in the measured distance between signs. This distance is measured in a direct line from the points of intersection of the edges of the main-traveled way.

(d) No sign permit shall be issued for a sign to be located on the interstate highway system, which is outside the boundaries of an incorporated municipality and within 500 feet of an interchange, intersection at grade, or rest area. The distance shall be measured along the interstate in the direction leading away from the interchange, intersection at grade, or rest area beginning at the pavement widening of the exit from the main-traveled way, or at the end of pavement widening of the entrance to the main-traveled way. For the purposed of this subsection, all portions of an interchange between the points of pavement widening of the entrance and exit ramps of the same interchange shall be considered part of that interchange.

(e) When a sign or proposed sign is, or would be located within the controlled area and visible from any portion of the main-traveled way of more than one highway subject to the jurisdiction of the Department, pursuant to Section 479.07(1), F.S., the sign shall meet the permitting requirements of all highways, and be permitted to the roadway with the stricter controls.

(8) Sign Structure Height. The height of a sign structure shall be measured from the elevation of the crown of the main-traveled way to which the sign is permitted to the top of the highest sign face, excluding embellishments.

(9) Lighting. Signs shall not be illuminated by flashing, intermittent, or moving lights. Signs shall not be illuminated so that it interferes with the effectiveness of or obscures, an official traffic sign, device, or signal.

(10) Changeable messages – Signs may have an automatic changeable facing provided:

(a) The static display time for each message is at least six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds or, if messages are displayed digitally, the message must change instantaneously;

(c) The change of message occurs simultaneously for the entire sign face; and,

(d) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(11) Outside an incorporated area, signs will not be permitted within 100 feet of the property line of a cemetery, public park, public reservation, public playground, or state or national forest. For schools and churches outside an incorporated area, signs will not be permitted within 100 feet of the outer edges of the primary building or primary building complex when the individual units of the complex are connected by covered walkways.

(12) Changes to Roadway Designations.

(a) A sign existing at a location which was not previously subject to the permitting requirements of Chapter 479, F.S., and this rule chapter, but has subsequently become subject to the requirements due to changes in the jurisdictional designation of highways, shall be granted a conforming or non-conforming state permit in accordance with the process outlined below:

1. The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

2. Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

3. When the Department is unable to provide the advance notice referenced in paragraph (a), the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice, that the change in jurisdiction has become effective and to submit an application for a sign permit.

4. The sign owner shall submit a completed application as provided in above subsection (1) together with all items required pursuant to Section 479.07(3)(b), F.S. The written statement required by Section 479.07(3)(b), F.S., shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in the application that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed. If land use information is not provided in accordance with Section 479.024, F.S., but all other permit requirements are met, the Department shall classify the sign as non-conforming upon permit issuance.

(b) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all permittees on the affected roadway informing them their sign is no longer subject to the Department's jurisdiction and their permit will not be renewed.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic highway or byway.

(13) Upon Department verification that an application meets the requirements of Chapter 479, F.S., and this rule chapter, the Department will issue an Outdoor Advertising Permit and a permit tag to the applicant.

(14) Posting of Tags. The permit tag issued by the Department must be posted at the sign site within 30 calendar days of issuing the sign permit and must remain in place at all times, whether or not a sign has been erected, or a previously erected sign has been removed. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 06/15, incorporated herein by reference, at https://www.flrules.org/Gateway/reference.asp?No=Ref-05477 and shall include a replacement fee of $12.00 per tag.

(15) Changes made to the Department's inventory, maintained in accordance with Section 479.02(8), F.S., to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 339.05, 479.02, 479.04, 479.07, 479.106(5), 479.11, 479.24 FS. History–(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-

10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05, 12-31-06, 4-2-09, 10-3-10, 1-7-16.

14-10.00401 Administration of Outdoor Advertising Permits.

(1) Transfer of Permits. Requests to transfer a permit pursuant to Section 479.07(6), F.S., shall be submitted on an Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 10/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06272.

(a) The recipient of the transferred permit shall certify that written permission from the landowner, or other person in lawful control of the sign site, to maintain the sign on the site pursuant to Section 479.07(2), F.S., has been secured.

(b) If a transfer of permit is made when the permit has been issued a notice of violation, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute a waiver of rights on the part of the Department, nor shall a permit transfer in any way prohibit the issuance of a notice of violation, or preclude the Department from revoking the transferee's permit pursuant to Section 479.08, F.S., or this rule chapter.

(c) If a transfer of sign permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the sign permit subject to all conditions which were applicable to the original applicant.

(2) Cancellation of Permits. Permit cancellation notification must be submitted on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 10/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06273. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing.

(3) Conditional Permit Cancellation. When an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. The Outdoor Advertising Permit Cancellation Certification incorporated in above subsection (2), and the Application for Outdoor Advertising Permit incorporated in subsection 14-10.004(1), F.A.C., shall be submitted simultaneously to the Department. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(4) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), F.S., a petition for reinstatement of permits canceled, or not renewed, in error shall be submitted to the State Outdoor Advertising License and Permit Office. The petition must be in writing, list the affected permit(s), and shall certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and,

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is $300.00 per permitted sign.

(5) Reestablishment. Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the sign cannot be relocated pursuant to SectionS 479.15(3)(4) and (6), F.S., the permittee may reestablish the sign at a location that conforms with Chapter 479, F.S., and this rule chapter and meets all current requirements for permitting by submitting a completed Application for Outdoor Advertising Permit, incorporated in subsection 14-10.004(1), F.A.C. Initial application fees are not required with an application for reestablishment.

(6) Relocation. Where a Department project causes a sign lawfully permitted by the Department to be located in the right of way, the Department shall allow the relocation of the sign provided all requirements of Sections 479.15(3), (4), (5), and (6), F.S., are met. A sign relocation shall be by agreement between the permit holder and the Department. The sign permit will be amended to reflect the relocated location in the outdoor advertising database.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 479.02, 479.07, 479.15 FS. History–(Formerly part of Rule 14-10.004) New 1-7-16.

14-10.0041 Annual Renewal Billing – Licenses and Permits.

(1) All licenses and sign permits expire annually and shall be renewed pursuant to Section 479.07(8), F.S.

(2) Annual renewal of a license shall include the annual license fee, and the fees for all sign permits being renewed by the licensee. Acceptance by the Department of renewal fees for a suspended license or a sign permit against which a violation notice has

been issued, or which may be issued, shall not constitute waiver by the Department of any right to pursue remedies for the violation.

(a) Any of the following shall result in the return of submitted fees to the applicant, and shall constitute nonpayment:

1. Payment of renewal fees for any amount less than the amount shown as due on the Department's billing statement (or its adjusted billing statement prepared in response to a timely notice from the permittee of corrections, additions or deletions). When an overpayment of renewal fees is submitted, the Department shall accept the fees due amount as shown on the billing statement (or the adjusted billing statement), and provide for the issuance of a refund to the payor in the amount of the overpayment. Acceptance of payment in an amount greater than the amount due shall not constitute acceptance of renewal fees for sign permits which have been declared invalid.

2. Failure to return or provide an accounting for the nonrenewed sign permit tags on the Cancellation Certification.

3. Failure to submit complete transfer forms and transfer fees for any sign permits being transferred.

(b) Payment for sign permits being transferred at the time of permit renewal shall be submitted with the sign permit renewal payment, but must be in a separate payment instrument.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.02, 479.07 FS. History–New 6-28-98, Amended 8-19-01, 10-3-10, 1-7-16.

14-10.0042 Denial, Suspension, or Revocation of Licenses, and Denial or Revocation of Permits.

(1) If the Department intends to deny an application for a license or sign permit, deny reinstatement of a sign permit cancelled or not renewed in error, revoke a sign permit, or intends to suspend or revoke a license, the Department shall provide notice of the facts which warrant the action to the permittee. The written notice shall contain:

(a) A detailed statement of the facts or basis for the Department's action;

(b) The statute or rule relied upon;

(c) A statement that the applicant, licensee, or permittee has the right to an administrative hearing pursuant to Section 120.57, F.S.;

(d) A statement that the Department's action shall become conclusive and the final agency action and that the sign permit shall be denied or revoked, or the license shall be denied, suspended or revoked as indicated in the notice of intended action, if no request for a hearing is filed within 30 calendar days of receipt of the notice of the Department's intended action.

(2) If a licensee fails to renew its license, or its license is revoked, any sign permits owned by the licensee shall become subject to revocation, pursuant to Section 479.08, F.S.

Rulemaking Authority 334.044(2), 479.02 FS. Law Implemented 120.60, 479.05, 479.08 FS. History–New 6-28-98, Amended 10-3-10, 10-7-15.

14-10.0043 Outdoor Advertising License and Permit Fees.

(1) The annual fee for an Outdoor Advertising License is $300.00. Licenses expire on January 15 of each year. Licenses issued after October 1, shall not expire in the calendar year following the approval date.

(2) The annual permit fee for each sign facing is $71.00.

(3) Permit fees for the year in which application is made may be prorated by paying one-fourth of the annual fee for each whole or partial quarter remaining in that year. Applications received after September 30 must include fees for the last quarter plus fees for the following year. The fee schedule is based on the date the application is received by the Department as follows:

(a) January 16 through April 15: $71.00;

(b) April 16 through July 15: $53.25;

(c) July 16 through September 30: $35.50;

(d) October 1 through January 15: $88.75.

(4) All payment instruments must be made out to the Department of Transportation. Payment of fees may be made by cash, postal money order, bank draft, cashier's check, or a personal or business check. In the event a payment document is not honored for any reason by the bank on which it is drawn, a service fee of $15.00 or five percent of the amount payable, whichever is greater will be assessed. If an individual or company issues two checks to the Department which are not honored, no further personal or business checks will be accepted regardless of whether restitution has been made on previous checks.

Rulemaking Authority 334.044(2), 479.02(7), 479.07(3)(c) FS. Law Implemented 215.34, 479.04, 479.07 FS. History–New 1-25-04, Amended 4-2-09, 10-7-15.

14-10.005 Violations of Chapter 479 or Section 337.407, FS.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 337.407, 339.05, 479.02, 479.05, 479.07(1), (7), (9), (10), 479.08, 479.10, 479.11 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.05, Repealed 6-28-98.

14-10.0051 Zoned and Unzoned Commercial and Industrial Areas Along Interstate and Federal-Aid Primary Highways.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.05, 479.11 FS. History–New 8-7-86, Amended 6-28-98, Repealed 8-19-01.

14-10.0052 Zoning Enacted Primarily to Permit Outdoor Advertising Signs.

(1) "Comprehensively Zoned" means a county or municipal government has adopted ordinances or other laws pertaining to and designating the allowable uses of parcels within its jurisdiction, pursuant to and consistent with a comprehensive plan enacted in accordance with Chapter 163, F.S.

(2) If a parcel is in an area comprehensively zoned, the following criteria, including public records related thereto, shall be considered in determining whether such zoning is enacted primarily to permit signs:

(a) The land use or zoning designation provides for limited commercial or industrial activity only as accessory, ancilliary, or incidental to the allowable uses.

(b) The commercial and industrial activities, separately or together, are permitted only by variance or waiver.

(c) The parcel will not reasonably accommodate commercial or industrial uses pursuant to Section 479.024(2)(b), F.S., and the area surrounding the affected parcel is not predominantly commercial or industrial.

(d) The parcel is within, or surrounded by, a larger area with non-commercial/non-industrial allowable uses.

(e) The parcel is part of a larger strip of comprehensively zoned land that is parallel to the highway with no active commercial or industrial activities, and no existing formal plans for commercial or industrial development.

(f) The parcel has no access roads or dedicated access.

(3) No single factor in above subsection (2) is determinative of whether zoning is enacted primarily to permit signs. If a combination of factors indicates that the zoning is enacted primarily to allow signs in areas that do not have the attributes of a commercial or industrial area, the zoning will not be recognized for purpose of permitting signs.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.07(10), 479.024(2) FS. History–New 3-16-04, Amended 5-5-05, 10-7-15.

14-10.006 Permitting Criteria.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9), 479.08, 479.11 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.06, Amended 12-26-95, 6-28-98, 8-19-01, 12-31-06, 10-3-10, Repealed 1-7-16.

14-10.007 Maintenance of Nonconforming Signs.

(1) A nonconforming sign must remain substantially the same as it was as of the date it became nonconforming.

(2) Reasonable repair and maintenance of nonconforming signs, including change of advertising message, is permitted and is not a change which would terminate the nonconforming status. Reasonable repair and maintenance means the work necessary to keep the sign structure in a state of good repair, including the replacement in kind of materials in the sign structure. Where the replacement of materials is involved, such replacement may not exceed 50% of the structural materials in the sign within any 24 month period. "Structural materials" are all those materials incorporated into the sign as load-bearing parts, including vertical supports, horizontal stringers, braces, bracing wires, brackets, and catwalks. Structural materials do not include the sign face, any skirt, any electrical service, or electric lighting, except in cases where such items have been incorporated into the sign as load-bearing parts. The following are examples of modifications which do not constitute reasonable repair or maintenance, and which constitute substantial changes to a nonconforming sign that will result in the loss of nonconforming status:

(a) Modification that changes the structure of, or the type of structure of, the sign, such as conversion of a back-to-back sign to a V-type, or conversion of a wooden sign structure to a metal structure;

1. The Department will authorize structural alterations to a nonconforming sign in instances where the Occupational Safety and Health Administration (OSHA) requirements or other safety related requirements necessitate alterations, provided that the reconstruction shall not be authorized primarily for the purpose of replacement of deteriorated materials. The Department will accept

a notice or other writing from OSHA or other regulatory body to the permittee requiring the intended alteration as documentation of safety requirements. If the structural alterations are intended to be made to comply with OSHA regulations, the permittee must submit to the Department a statement in writing citing the OSHA regulation with which it is intending to comply and explaining how the intended alteration is required by the cited OSHA regulation. If the structural alterations are required to be made to comply with building codes applicable to existing structures, the permittee must submit to the Department a statement in writing citing the specific requirement of the building code which the alterations are intended to meet. Structural alterations are allowed only if no alternatives are available which address safety requirements. Documentation of the requirements must be submitted to, and approved by, the Department prior to making any structural alterations. The location, structural configuration, number of faces, size of the sign faces, sign structure height, and the materials used in the sign structure and sign faces must be the same type as those used in the sign prior to approval of the alterations. Structural configuration means the physical arrangement of a sign whether arranged as a single-faced, V-type, back-to-back, side-to-side, or stacked sign. During the period of temporary removal for those approved structural alterations, the permittee must permanently display the permit tag at the sign location.

2. The addition of a catwalk or other fall protection device for safety reasons, where the device does not increase the structural integrity of the sign or prolong the life of the sign, is allowed without obtaining prior approval from the Department;

(b) Modification that changes the area of the sign facing or the HAGL of the sign, however:

1. Reduction in the area of the sign facing or the HAGL of the sign, which reduction is required by an ordinance adopted by a local governmental entity with jurisdiction over the sign, is not a change which would terminate the nonconforming status of the sign, provided like materials are used and no enhancements are made to the visibility of the sign.

2. Embellishments may be added to nonconforming signs subject to the limitations regarding size of sign facing, and provided they do not exceed 10% of the area of the sign facing prior to the addition of the embellishment;

(c) Modification that enhances the visibility of the sign's message, or the period of time that the sign's message is visible;

(d) Modification that adds automatic changeable faces; or

(e) Modification that adds artificial lighting, or changes the existing lighting such that the illumination to the sign facing is substantially increased.

(3) Prohibited modifications need not be physically part of the sign if they have the effect of enhancing the sign's message, the visibility of the message, or the period of time that the message is visible. However, in such cases, the modifications will not be considered a modification to the sign if:

(a) The modification is the result of removal, cutting, or trimming of vegetation in front of the sign pursuant to a permit for such removal, cutting, or trimming from the Department; or

(b) The modification only incidentally affects the visibility of the sign's message, and the bona fide purpose of the modification is unrelated to the sign.

(4) A nonconforming sign may not be disassembled, or in a state of being no longer erect and then re-erected at the same location except as provided in paragraph (5)(a), below.

(5) A nonconforming sign may continue to exist so long as it is not destroyed, abandoned, or discontinued. "Destroyed," "abandoned," and "discontinued" have the following meanings:

(a) "Destroyed" means more than 60% of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25% of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.

(b) A nonconforming sign is "abandoned" or "discontinued" when a sign structure no longer exists at the permitted location or the sign owner fails to operate and maintain the sign for a period of 12 months or longer. Signs displaying bona fide public interest messages are not "abandoned" or "discontinued" within the meaning of this section. The following conditions shall be considered failure to operate and maintain the sign:

1. Signs displaying only an "available for lease" or similar message,

2. Signs displaying advertising for a product or service which is no longer available,

3. Signs which are blank or do not identify a particular product, service, or facility.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9) FS. History–New 3-28-77, Amended 12-18-77, 1-1-86, Formerly 14-10.07, Amended 6-28-98, 8-10-99, 8-19-01, 11-27-07, 1-7-16.

14-10.008 Priorities.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 316.131, 316.135, 316.138, 339.05 FS. History–New 12-10-77, Formerly 14-10.08, Repealed 1-1-86.

14-10.009 Agreement Relating to Size, Lighting and Spacing of Signs Along Interstate and Federal-Aid Highways.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 479.02, 479.05, 479.20 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.09, Repealed 6-28-98.

14-10.016 Purpose.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.16, Repealed 6-28-98.

14-10.017 General.

Rulemaking Authority 20.50(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.17, Repealed 1-1-86.

14-10.018 Priorities.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.18, Repealed 6-28-98.

14-10.019 Compensation.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.19, Repealed 6-28-98.

14-10.020 Outdoor Advertising Sign Estimates.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 120.60, 339.05, 479.01, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.20, Repealed 1-1-86.

14-10.021 Responsibilities.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.21, Repealed 1-1-86.

14-10.022 Documentation.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.22, Repealed 1-1-86.

14-10.023 Acquisition by Condemnation.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.23, Repealed 1-1-86.

14-10.031 Purpose.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.07(1), 479.10, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Amended 2-25-82, Formerly 14-10.31, Repealed 1-1-86.

14-10.032 Scope.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Amended 2-25-82, Formerly 14-10.32, Repealed 1-1-86.

14-10.033 Advertisement.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.33, Repealed 1-1-86.

14-10.034 Processing Invoices and Proof of Publications.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.34, Repealed 1-1-86.

14-10.035 Information Bulletin and Inspection of Improvement.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.35, Repealed 1-1-86.

14-10.036 Sale for Removal of Signs and Paraphernalia.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.36, Repealed 1-1-86.

14-10.037 Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.37, Repealed 1-1-86.

14-10.038 Payments.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.38, Repealed 1-1-86.

14-10.039 Sales Contract Review and Approval.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.39, Repealed 1-1-86.

14-10.040 Extension of Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.40, Repealed 1-1-86.

14-10.041 Request for Payment on Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.41, Repealed 1-1-86.

14-10.046 Purpose.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.46, Repealed 6-28-98.

14-10.047 Jurisdiction.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241 FS. History–New 12-10-77, Formerly 14-10.47, Amended 6-28-98,

Repealed 11-30-11.

14-10.048 Definition.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(2) FS. History–New 12-10-77, Formerly 14-10.48, Repealed 6-28-98.

14-10.049 Screening Criteria.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(3), (4), (6), (7) FS. History–New 12-10-77, Amended 6-26-78, Formerly 14-10.49, Amended 6-28-98, Repealed 11-30-11.

14-10.050 Nonconforming Junkyards.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(3) FS. History–New 12-10-77, Formerly 14-10.50, Amended 6-28-98, Repealed 11-30-11.

14-10.051 Violations.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241 FS. History–New 12-10-72, Amended 6-26-78, Formerly 14-10.51, Amended 6-28-98, Repealed 11-30-11.

14-10.056 Forms.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-23-77, Amended 12-10-77, 1-1-86, Repealed 6-28-98.

14-10.057 Vegetation Management Application and Permit Issuance.

(1) Permit Required.

(a) No person or entity may remove, cut, or trim trees, shrubs, or herbaceous plants on the Department's right of way to make visible or to ensure future visibility of off-premise outdoor advertising signs without Department approval of an Application to Permit Vegetation Management at Outdoor Advertising Signs, Form 650-050-06, Rev. 10/20, which is incorporated herein by reference at http://www.flrules.org/Gateway/reference.asp?No=Ref-12483 and available electronically at http://www.osp.fdot.gov. For purposes of this rule, the use of chemical control constitutes removing, cutting, or trimming, depending on the impact on the tree, shrub, or herbaceous plant. The Application must be submitted to the State Outdoor Advertising Administrator, at the address referenced in subsection 14-10.0011(2), F.A.C., of this rule chapter or through the on-line portal. This rule does not apply to requests to trim or remove vegetation that screens signs that are not permitted by the Department pursuant to Section 479.07, F.S.

(b) An Application must be submitted by the outdoor advertising sign permit holder. A separate application is required for each sign facing. The vegetation management plan and mitigation appraisal (if required), shall be prepared by a Certified Forestor, an International Society of Arboriculture (ISA) Certified Arborist® with Advanced Training in Roadside Vegetation, or an individual with equivalent credentials from a nationally recognized arboricultural organization, or a Landscape Architect registered pursuant to Chapter 481, Part II, F.S.

(c) The Application Package shall contain the completed application and:

1. The applicant's vegetation management plan (plan) for a period of five years. The plan shall include a plan for removing vegetation within the view zone, cutting (removing or altering more than one quarter of any plant's height, spread, or density of branches), or trimming (the shaping or pruning of less than one quarter of any plant's height, spread, or density of branches). The plan shall be a graphic and written document that describes the removal, cutting, trimming, planting, fertilizing, mulching, irrigation, and desired condition and appearance of existing and proposed vegetation, including a plan for disposal of debris, and a schedule and description of the intended vegetation management method(s). All vegetation management proposed in the plan shall be in accordance with this rule and Rule 14-40.003, F.A.C.

2. Color photographs of the sign and entire view zone taken within six weeks prior to the application being made to the Department. The photographs and accompanying drawings must depict a clear representative overview of the vegetation to be removed, cut, or trimmed.

3. A photocopy of the qualifying credentials of the person preparing the vegetation management plan, and appraisal for

mitigation, if mitigation is required. If herbicides will be used, the application must include a photocopy of the applicator's license in three categories (core curriculum, right of way, and aquatic) by the Florida Department of Agriculture and Consumer Services.

4. An itemized appraisal of the mitigation value of vegetation to be removed, cut, or trimmed, if mitigation is required.

5. The application fee is $25.00. The application fee shall be a total of $200.00 for more than eight applications submitted simultaneously within the same Department District. If payment is by check, the fee submitted with an application must be paid separately from fees for other types of permits.

6. For a proposed sign or a sign originally permitted after July 1, 1996, designation of two permitted non-conforming outdoor advertising signs, comparable in size to the sign for which a vegetation management permit is sought, for permit cancellation and sign removal within 30 days of the Department's issuance of a Notice of Intent to Approve Vegetation Management at Outdoor Advertsing Sign.

(d) An approved Application to Permit Vegetation Management at Outdoor Advertising Sign will serve as a permit, and authorizes the permittee to remove, cut, or trim trees, shrubs, or herbaceous plants only as provided in the approved plan, and only within an established view zone, which will be determined as follows:

1. In accordance with Section 479.106(6)(a) and (b), F.S., a view zone is established beginning at a point on the edge of pavement perpendicular to the edge of the sign facing nearest the highway and extending in the direction of approaching traffic, unless an alternative view zone is agreed upon in writing between the sign permittee and the Department's District (Director of Operations) Maintenance Engineer or his/her designee in the District Office.

2. A sign facing shall have only one view zone, and only within the Department's right of way of the roadway to which the sign is permitted.

a. The view zone for a right-view sign (see Figure 2) is a four sided area with the critical dimensions of 350 feet for posted speed limits of 35 miles per hour or less, or 500 feet for posted speed limits over 35 miles per hour measured along the right edge of the nearest travel lane on the same side of the highway to which the sign is permitted.

b. The view zone for a left-view sign (see Figure 3) is a four sided area with the critical dimension of 350 feet for posted speed limits of 35 miles per hour or less or 500 feet for posted speed limits over 35 miles per hour is measured along the left edge of the nearest travel lane on the other side of the highway centerline.

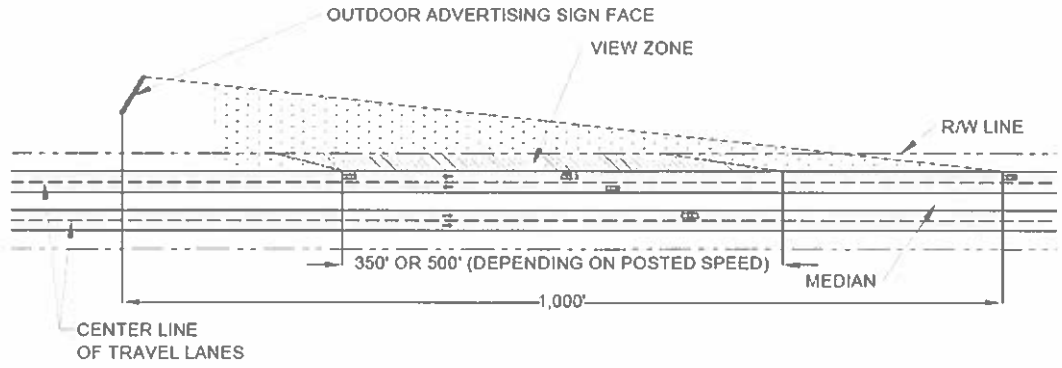


FIGURE 2
VIEW ZONE

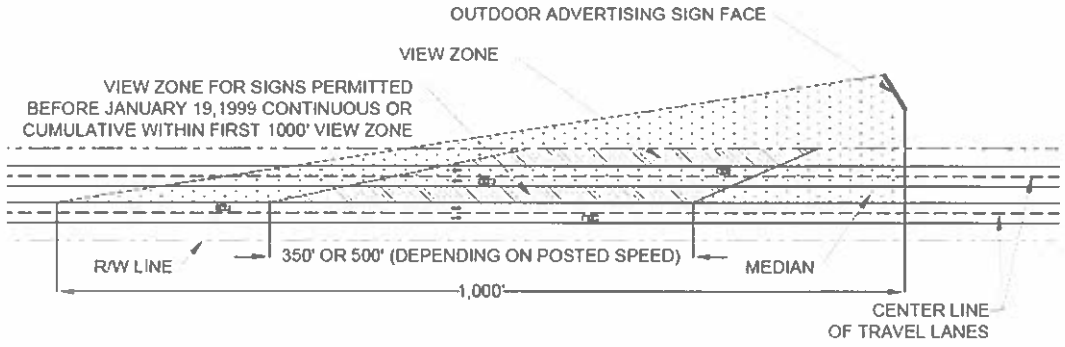


FIGURE 3
VIEW ZONE

c. Areas within the median will be approved for vegetation management zone only for left-read signs legally erected before January 19, 1999, and only as necessary to maintain the view of that sign across the median as it existed before January 19, 1999.

(e) An Application will not be approved:

1. For applications that are incomplete.

2. For vegetation control to enhance the view of an outdoor advertising sign which does not have a currently valid state permit.

3. For mowing (nonselective mechanical or chemical control of vegetation) of grass or other vegetation. Mechanical mowing, to a minimum height of 6 inches, will be permitted when no other means of vegetation management is practicable to control vegetation that screens or is likely to screen a sign face.

4. To remove, cut, or trim, vegetation that has established historic, cultural, economic, environmental, or aesthetic significance. Such vegetation would:

a. Form an important part of the setting or landscaping for an historic structure;

b. Possess historic significance through a direct association with an event or person important in history;

c. Contribute strongly to the historic character as well as visual appeal of an historic structure or district;

d. Screen historic structures or residential property from traffic congestion;

e. Serve as memorials;

f. Be directly descended from historically significant trees or plants;

g. Be listed on the National Register of Historic Places, the State Register of Historic Sites, or local historical registries;

h. Be the only vegetation in the immediate vicinity, such that removal would leave the area barren of any substantial trees;

i. Have reached an age, size, or shape that it is known to be a local landmark; or

j. Be in the immediate vicinity of a roadway that has been lined with trees for a lengthy period of time where removal of such vegetation would significantly diminish the "tree lined" character of the roadway;

5. To remove, cut, or trim trees, shrubs, or herbaceous plants that are protected by state law.

6. To remove, cut, or trim trees, shrubs, or herbaceous plants, when the Department has determined that the proposed vegetation management will significantly disrupt natural systems, roadside aesthetics, or have other negative impacts on the operation of the highway.

7. To create a new view zone by removing, cutting, or trimming existing vegetation for any sign originally permitted after July 1, 1996, unless the applicant removes at least two approximate comparable size nonconforming signs under valid permits issued pursuant to Section 479.07, F.S., and surrender the permits to the Department.

8. To remove, cut, or trim trees that have a circumference, measured at 4 1/2 feet above grade, equal to or greater than 70% of the circumference of the Florida Champion of the same species as listed in the Big Trees, The Florida Register, Florida Native Plant Society, 1997, which is available at many public libraries in Florida, and at on-line bookstores. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.

9. To remove, cut, or trim trees, shrubs, or herbaceous plants in violation of Section 479.106(5), F.S. This applies to vegetation that is part of a beautification project, when the project was approved prior to the permitting of any sign originally permitted after July 1, 1996. For the purpose of this rule, beautification projects include landscape projects, mitigation projects, and restoration projects. For the purpose of this rule, a beautification project is approved when it is specifically identified in the Department's five-year work program, or is a permitted landscape project, or is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

10. To remove, cut, or trim trees, shrubs, or herbaceous plants within the right of way of a roadway section to which a sign is not permitted, or proposed to be permitted, or to remove, cut, or trim trees, shrubs, or herbaceous plants within the right of way outside of the 1,000 feet view zone parameter in Section 479.106(6)(b), F.S.

(f) Applications will be reviewed and approved or denied within 60 days of receipt of a completed application. The Department will notify the applicant of any apparent errors or omissions and request any additional information within 30 days of the receipt of an application. When using the on-line portal, if a Request for Additional Information (RAI) is sent to the applicant and not responded to within 30 days, the application will become void.

(g) An approved Application (permit) is valid for the five year term of the proposed vegetation management plan.

(h) After approval, the permittee must give the Local Maintenance Engineer a minimum of two working days notification prior to all permitted vegetation management activity on the Department's right of way, unless a different time period is listed as a special

condition of the permit.

(2) Renewal Applications.

(a) Permit holders are responsible to track the expiration date of the permit. When a permit has expired for over 30 calendar days, changes are proposed, or previous permit conditions were not met, a new complete Application is required to obtain a new permit. When a permit is about to expire, or has expired within 30 calendar days, the conditions of the previous permit have been met, and there are no proposed changes to the previously approved vegetation plan; only the following will be required from the applicant for the same location:

1. Cover letter to the Department State Outdoor Advertising Administrator indicating the applicant will adhere to the conditions of the original permit and vegetation management plan.

2. Copy of the previous application that shows the Department's approval.

3. Application fee.

4. Color photographs of the sign and the entire view zone taken within six weeks prior to the renewal request being made to the Department.

(3) Vegetation Management on the Right of Way.

(a) A copy of the entire approved application and vegetation management plan must be on site and available for review by the Department when vegetation management is in progress.

(b) All work performed pursuant to an approved application to permit Vegetation Management at Outdoor Advertising Sign shall follow the approved vegetation management plan.

(c) Chemical control of vegetation is limited to the use of United States Environmental Protection Agency approved selective herbicides. Foliar application of herbicides is limited to the control of invasive exotic plants.

(d) Within 10 working days after completion of the removal, cutting, or trimming of vegetation, a qualified individual, as described in paragraph (1)(b) above, must inspect the view zone and adjoining right of way, and submit written notification to the Department State Outdoor Advertising Administrator that the work is complete. The correspondence must indicate the extent and nature of any unauthorized removal, cutting, or trimming.

(4) Mitigation. An applicant shall mitigate in accordance with this rule chapter for the impact to vegetation from removal, cutting, trimming, or accidental damage of vegetation on the Department's right of way.

(a) Mitigation is required:

1. Where cutting or trimming of, or damage to vegetation permanently detracts from the appearance or health of trees (including palm trees), shrubs, or herbaceous plants, or where cutting and trimming of trees or shrubs is not done in accordance with the standards set forth in American National Standards for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning), ANSI A300 (Part 1) – 2008 Pruning, available at http://www.tcia.org. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.

2. Where trees taller than the surrounding shrubs and herbaceous plants are permanently damaged or removed.

3. Where trees or shrubs of a species that are not likely to grow to interfere with the visibility of displays are damaged or removed.

4. Where trees or shrubs of a species that are likely to grow to interfere with the visibility of displays are trimmed improperly, permanently damaged, or removed.

5. Where herbaceous plants are permanently damaged.

(b) Where mitigation is necessary, the applicant will provide with the Application for Vegetation Management an appraisal prepared by a qualified individual as defined in above paragraph (1)(b) using the appropriate appraisal method found in Determining the Mitigation Value of Roadside Vegetation, Rev. 10/20, which is incorporated herein by reference at http://www.flrules.org/Gateway/reference.asp?No=Ref-12210. The appraised value of the vegetation to be cut and removed will be the required mitigation subject to Department verification of the completeness and accuracy of mitigation calculations.

1. The mitigation may be paid as a fee equal to the amount of the appraisal. Mitigation fees must be paid to the Department prior to approval of an Application.

2. As an alternative to the mitigation fee, the permittee may design and build a mitigation project equal to the appraised value, at an approved location within the right of way. Applicants must contact the District Landscape Architect when preparing to develop a mitigation plan. For mitigation projects, the applicant must submit a mitigation plan which, in addition to the requirements of this

rule, meets the requirements for landscape plans in Rule 14-40.003, F.A.C., to the Department for approval. Mitigation projects must be designed to avoid additional maintenance costs by the Department. The mitigation plan shall include a landscape plan, maintenance plan (including watering for establishment for a period of one year from the date of planting), and an estimated budget of all expenses to install, establish, and maintain the replacement vegetation. The value of the completed mitigation project must be equal to or greater than the appraised value of the cut and removed vegetation. When a mitigation project does not meet the required mitigation value, the balance is due to the Department as a mitigation fee. When the mitigation plan is approved, the applicant may proceed to construct the mitigation project. Failure to complete the mitigation project within six months after the vegetation is cut or removed will result in a penalty for unauthorized removal, cutting, or trimming as described in subsection (5) of this rule. The permittee is required, at the permittee's expense, to remove and replace any mitigation materials that have not survived in a healthy condition for the first full year after planting. The replacement materials shall be of like size and variety as the replaced material, or may be other material proposed by the permittee, and determined by the Department, to be more likely to survive. If the mitigation project is not restored to meet the permit requirements, the permittee is subject to enforcement of required mitigation and the penalty for unauthorized removal, cutting, or trimming.

(c) Mitigation is not required for the following activities:

1. Trimming limited to maintaining a plant's natural habit of growth, performed in accordance with professionally accepted arboricultural standards, cited in subparagraph (4)(a)1. of this rule.

2. Removal of immature trees that are no taller than the surrounding shrubs and herbaceous plants that upon their maturity are likely to interfere with the visibility of a permitted outdoor advertising sign.

3. Removal of invasive exotic plants as listed by the Florida Department of Agriculture and Consumer Services in rule Chapter 5B-57, F.A.C., Introduction or Release of Plant Pests, Noxious Weeds, Arthropods, and Biological Control Agents, and Rule 5B-64.011, F.A.C., Prohibited Aquatic Plants.

4. Removal of vegetation that is diseased, or structurally damaged through no fault of the applicant, beyond a point where restoration is practicable.

5. Cutting or removal of vegetation that the Department normally cuts or removes pursuant to its regular maintenance of the Department's right of way.

6. Removal of vegetation when the Department's roadway plans explicitly show that the vegetation will be removed as part of the clearing and grubbing for a construction project designed and included in the Department's five-year work program.

7. Removal or cutting of vegetation that was installed within a view zone after July 1, 1996, provided the sign was permitted prior to the installation of the vegetation.

(5) Unauthorized Removal, Cutting, or Trimming of Vegetation. Any person engaged in unauthorized removal cutting, or trimming of vegetation in violation of Section 479.106, F.S., or who benefits from such action, is subject to a penalty of $1,000 per incident per sign facing and shall provide mitigation as required by subsection (4). For purposes of this subsection, the application of any chemical compound that kills or injures a tree, shrub, or herbaceous plant constitutes removal, cutting, or trimming.

(6) Sunset. The Department intends to repeal the provisions of this rule on November 30, 2025, in accordance with the rulemaking requirements of Section 120.54, F.S., unless this rule is reviewed and determined to remain necessary prior to such proposed repeal.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(26), 337.405, 479.106 FS. History–New 1-19-99, Amended 2-7-02, 2-8-06, 12-24-08, Formerly 14-40.030, Amended 1-4-21.

City Commission Meeting & Budget Hearing - 5:05 pm **14. c.**

Meeting Date: 09/06/2022

Re: 22-R33

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R33 accepting the returns of the August 23, 2022 Primary Election.

SUMMARY:

Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Elections

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

22-R33

Election Returns

Form Review

Form Started By: Linda Cox Started On: 08/24/2022 10:16 AM

Final Approval Date: 08/24/2022

RESOLUTION NO. 22-R33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE **RETURNS OF THE PRIMARY ELECTION** HELD ON AUGUST 23, 2022, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 67(1) of the City Charter provides that at the first regular meeting of the City Commission after the primary election and the general election, the City Commission shall adopt a Resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk, such returns having been canvassed by the County Canvassing Board, and declaring the outcome of the election.

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

SECTION 1. The City Commission of the City of Fort Pierce does hereby accept the returns of the Primary Election held on August 23, 2022, as provided by the County Supervisor of Elections, a copy of which is attached as Exhibit A and made a part of this Resolution, such returns having been canvassed by the County Canvassing Board, declaring the outcome of the election.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 9th day of September, 2022.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA M. EARLEY
CITY ATTORNEY

EXHIBIT A

*** Official ***

CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

We, the undersigned, KATHRYN NELSON, County Judge, GERTRUDE WALKER, Supervisor of Elections, CHRISTOPHER DZADOVSKY, Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Thirtieth day of August, 2022 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Republican Party Primary Election** held on the Twenty-Third day of August, 2022 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Representative in Congress, District 21, the whole number of votes cast was 24,751 of which

Jeff Buongiorno	received	2,289 votes
Melissa Martz	received	1,851 votes
Brian Mast	received	20,389 votes
Ljubo Skrbic	received	222 votes

For Commissioner of Agriculture, the whole number of votes cast was 23,320 of which

James W. Shaw	received	7,707 votes
Wilton Simpson	received	15,613 votes

For County Commissioner, District 4, the whole number of votes cast was 23,286 of which

Jamie Lee Fowler	received	13,887 votes
Martha Hornsby	received	9,399 votes

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

Kathryn Nelson
COUNTY JUDGE

SUPERVISOR OF ELECTIONS

BOARD OF COUNTY COMMISSIONERS

*** Official ***

CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

We, the undersigned, KATHRYN NELSON, County Judge, GERTRUDE WALKER, Supervisor of Elections, CHRISTOPHER DZADOVSKY, Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Thirtieth day of August, 2022 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Democratic Party Primary Election** held on the Twenty-Third day of August, 2022 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For United States Senator, the whole number of votes cast was 22,929 of which

Ricardo De La Fuente	received	751 votes
Val Demings	received	19,428 votes
Brian Rush	received	1,628 votes
William Sanchez	received	1,122 votes

For Governor, the whole number of votes cast was 23,239 of which

Charlie Crist	received	14,172 votes
Cadance Daniel	received	633 votes
Nicole "Nikki" Fried	received	7,851 votes
Robert L. Willis	received	583 votes

For Attorney General, the whole number of votes cast was 21,489 of which

Aramis Ayala	received	9,171 votes
Jim Lewis	received	6,697 votes
Daniel Uhlfelder	received	5,621 votes

For Commissioner of Agriculture, the whole number of votes cast was 21,192 of which

Naomi Esther Blemur	received	10,030 votes
J. R. Gaillot	received	4,308 votes
Ryan Morales	received	6,854 votes

*** Official ***

CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

Kathryn Nelson
COUNTY JUDGE

SUPERVISOR OF ELECTIONS

BOARD OF COUNTY COMMISSIONERS

*** Official ***

CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

We, the undersigned, KATHRYN NELSON, County Judge, GERTRUDE WALKER, Supervisor of Elections, CHRISTOPHER DZADOVSKY, Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Thirtieth day of August, 2022 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Twenty-Third day of August, 2022 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Circuit Judge, 19th Judicial Circuit, Group 1, the whole number of votes cast was 50,275 of which

Christian Van Riper	received	15,069 votes
Rebecca White	received	35,206 votes

For Circuit Judge, 19th Judicial Circuit, Group 2, the whole number of votes cast was 49,330 of which

Leatha Dawn Mullins	received	28,991 votes
Alexander Stuart Nelson	received	20,339 votes

For School Board, District 1, the whole number of votes cast was 51,243 of which

Brian K. Capp	received	23,346 votes
Debbie Hawley	received	27,897 votes

For School Board, District 3, the whole number of votes cast was 51,464 of which

Donnita Graben	received	21,398 votes
Donna Mills	received	30,066 votes

For School Board, District 5, the whole number of votes cast was 51,545 of which

Arndrea Pressley Dampier	received	21,169 votes
Troy Ingersoll	received	30,376 votes

For City of Port St Lucie Mayor, the whole number of votes cast was 33,425 of which

Chauncelor Howell	received	4,016 votes
Robert "Bobby" Johnson	received	4,043 votes
Shannon M. Martin	received	21,135 votes
Michael Moses	received	4,231 votes

*** Official ***

CERTIFICATE OF COUNTY CANVASSING BOARD
ST. LUCIE COUNTY

For Port St. Lucie City Council D1, the whole number of votes cast was 32,566 of which

Indony P. Jean Baptiste	received	6,065 votes
Stephanie Morgan	received	20,249 votes
Kevin Zimmerman	received	6,252 votes

For Fort Pierce District 2, the whole number of votes cast was 3,465 of which

Michael Broderick	received	1,474 votes
James Clasby	received	1,588 votes
Uline Daniel	received	403 votes

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

Kathryn Nelson
COUNTY JUDGE

SUPERVISOR OF ELECTIONS

BOARD OF COUNTY COMMISSIONERS

***** Official Results *****

CERTIFICATE OF COUNTY CANVASSING BOARD ST. LUCIE COUNTY

We, the undersigned, KATHRYN NELSON, County Judge, GERTRUDE WALKER, Supervisor of Elections, CHRISTOPHER DZADOVSKY, Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Thirtieth day of August, 2022 A.D., and proceeded publicly to canvass the votes given for the Referendums on the Twenty-Third day of August, 2022 A.D. as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

FORT PIERCE REFERENDUM

Yes for Approval	1,313	votes
No for Rejection	854	votes

FORT PIERCE REFERENDUM

Yes for Approval	1,857	votes
No for Rejection	1,610	votes

ECONOMIC DEVELOPMENT INCENTIVE FOR ST. LUCIE COUNTY

Yes for Approval	27,023	votes
No for Rejection	23,233	votes

Kathryn Nelson
COUNTY JUDGE

SUPERVISOR OF ELECTIONS

BOARD OF COUNTY COMMISSIONERS

City Commission Meeting & Budget Hearing - 5:05 pm **14. d.**

Meeting Date: 09/06/2022

Re: Communitywide Council

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Submittal of applications for the Communitywide Council.

SUMMARY:

The Communitywide Council is a board of seven members regular voting members consisting of four (4) individuals of low and moderate income from CDBG target area, residents of federally assisted housing, representatives of community organizations, or otherwise eligible to participate in CDBG program, and three (3) from the community-at-large. We currently have only 3 members due to expiring terms. Three (3) applications have been received for consideration and two (2) members with terms expiring later this month wish to be reappointed (Charles Bryant and Wyatt Hayes).

RECOMMENDATION:

Appoint members and continue to seek additional applications.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Agnew, Alfredia Wilder

Caple, Michela

McBee, Bernard

Form Review

Inbox	Reviewed By	Date

City Manager	Linda Cox	08/25/2022 08:53 AM

Form Started By: Linda Cox
Started On: 08/22/2022 03:15 PM
Final Approval Date: 08/25/2022

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: Community Wide Council

Name: Alfredia Wilder Agnew	Phone: 772-466-9523
Home Address: 1504 Barcelona Avenue City/Zip Code: Ft. Pierce, FL 34946	How long at this address? 20 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? Currently Unknown	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
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): A A in Business Accounting Self Employed 26 years Property Management Corrections officer Mother / Wife etc	
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: Walk In Applicant Email Address:	
Date: 08/04/22	Applicant's Signature Alfredia Wilder Agnew

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

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: Community Advisory Board

Name: Michela Caple	Phone: 561-603-2385
Home Address: 134 S 13th St, Ft. Pierce, 34950 City/Zip Code:	How long at this address? 8 years
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Administraive Assistant	
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:	
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): I have a bachelors in Business from IRSC, I have experience in bookkeeping, hospitality, and business administration. I take minutes for Board and Committee meetings at the Moorings Yacht and Country Club in Vero.	
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: michelacapl@yahoo.com
Date: 7/27/2022	Applicant's Signature M. Caple

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

Michela Caple

Server/ Admin - Weekends
Fort Pierce, FL 34950
michelacaple@yahoo.com
+1 561 603 2385

Authorized to work in the US for any employer

Work Experience

Administrative Assistant
The Moorings Yacht & Country Club - Vero Beach, FL
November 2021 to Present

Administrative assistant

Server
Ocean Grill - Vero Beach, FL
February 2009 to February 2022

• Server
• Customer service

Accounting Support Specialist
Indian River State College - Fort Pierce, FL
December 2020 to December 2021

Bookkeeper
Pelican Yacht Club - Fort Pierce, FL
December 2018 to December 2019

• Accounts Receivable - process all cash and credit payments to the club, post payments to member's accounts and general ledger.
• Process Payroll for all employees of the club. Calculate hours and tips, enter data into Excel spreadsheets and payroll system. Break down payroll onto balance sheet, then post to general ledger.
• Answer phones and assist administrator, members, and other club employees in any way possible.

Bookkeeper
Ocean Grill - Vero Beach, FL
February 2017 to December 2018

• Processed credit tips, counted and balanced cash banks, and made daily cash deposit.
• Compiled data from reports to balance daily sales figures and fill in daily ledgers.
• Answered phones to take reservations and answer customer questions.

Education

Bachelor of Business Administration
Indian River State College - Fort Pierce, FL

Skills

- Business administration major with a background in customer service and bookkeeping, seeking a position with a company that will allow me utilize my skills to provide high quality customer service and to guide the day-to-day operations of an office in a business like, positive and professional manner. Collaborative team-player with excellent interpersonal skills, integrity, and strong work ethics.
- Excellent Communication
- Detail Oriented
- Time Management
- Integrity
- Accurate Typing Abilities
- Multi-Tasker
- Flexible
- Microsoft Word
- Excel
- Organized
- Problem-Solver
- Empathetic/Compassion
- Team-Player
- Accounts Receivable
- Data entry
- Computer literacy
- Front desk
- Customer service
- Accounting
- Journal Entries

Certifications and Licenses

Food Handler Certification

Assessments

Attention to detail — Highly Proficient

February 2020

Identifying differences in materials, following instructions, and detecting details among distracting information.
Full results: Highly Proficient

Spreadsheets with Microsoft Excel — Highly Proficient

March 2020

Excel knowledge including common tools, PivotTables, conditional & nested formulas, and custom visuals.
Full results: Highly Proficient

Working with MS Word documents — Highly Proficient

April 2020

Knowledge of various Microsoft Word features, functions, and techniques.
Full results: Highly Proficient

Spreadsheets with Microsoft Excel — Proficient

June 2021

Knowledge of various Microsoft Excel features, functions, and formulas
Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

RECEIVED
MAY 27 2022
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Community - Wide Council

Name: Bernard W. McBee, Jr.	Phone: 772 201-9142
Home Address: 1801 S. Indian River Drive City/Zip Code:	How long at this address? 33 yrs
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired	
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:	
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): B.S. Zoology Contractor	
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: Jeremiah Johnson	Applicant Email Address: bmcbee@juno.com
Date: 05/27/2022	Applicant's Signature Bernard W. McBee, Jr.

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

City Commission Meeting & Budget Hearing - 5:05 pm **14. e.**

Meeting Date: 09/06/2022

Re: Homeless Advisory Committee

SUBJECT:

Appointment of Commissioner Gaines to serve on the Homeless Advisory Committee as the City of Fort Pierce representative.

SUMMARY:

Commissioner Gaines served on the Homlessness Task Force on behalf of the City; the Task Force has now completed its work and has recommended the creation of a Homeless Advisory Committee. Commissioner Gaines has agreed to serve on this Board in continuation of its efforts.

RECOMMENDATION:

Confirm Commissioner Gaines' appointment.

ALTERNATIVES:

Select a different representative.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

St. Lucie County

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Resolution Creating Committee

Form Review

Form Started By: Linda Cox Started On: 08/24/2022 10:00 AM

Final Approval Date: 08/24/2022

RESOLUTION NO. 22-124

A RESOLUTION OF ST. LUCIE COUNTY, FLORIDA ESTABLISHING A HOMELESS ADVISORY COMMITTEE; PROVIDING FOR COMPOSITION, APPOINTMENTS, TERMS, VACANCIES, ROLES, RESPONSIBILITIES, MEETINGS, OFFICERS, ANNUAL REPORT, AND STAFFING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida ("Board"), has made the following determinations:

1. On June 2, 2020, the Board adopted the core elements of the FY 2021 – 2023 Strategic Plan framework.

2. Goal 4.4 of the Strategic Plan is to develop and implement a comprehensive housing program to meet the community needs, and Goal 5.3 is to address needs and provide options for our most vulnerable populations.

3. There is a need to implement a systemic response with actionable strategies to prevent, reduce and end chronic individual homelessness – specifically to develop and implement a path forward to achieve a functional end to individual homelessness throughout St. Lucie County.

4. In furtherance of these goals, the Board established a One St. Lucie Community Homelessness Task Force ("Task Force") to explore and evaluate the issues and needs in St. Lucie County relative to homelessness and provide recommendations on ways to address the issue of homelessness in St. Lucie County.

5. The Report of the Task Force was presented to the Board on July 5, 2022 ("Report").

6. The Report recommended that the Board establish a Homeless Advisory Committee to develop a Ten-Year Plan to End Homelessness as conceived by the U.S. Department of Housing and Urban Development and assist the County in reaching its Ten-Year Plan to End Homelessness goals.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida:

1. **Ratification of the Recitals.** The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

2. **Establishment of the Homeless Advisory Committee.** There is hereby established an advisory board to be known as the "Homeless Advisory Committee" herein referred to as the "Advisory Committee."

3. **Composition.** The Advisory Committee shall be comprised of nine members as follows:

a. St. Lucie County Commissioner

b. City of Port St. Lucie Councilmember

c. City of Fort Pierce Commissioner

d. Social Worker/Case Manager from a governmental or non-profit entity with experience or expertise in homelessness

e. Treasure Coast Homeless Services Council representative

f. Mental Health Professional

g. Banker/Financer with experience in affordable housing

h. School Board Member

i. County business/owner/stakeholder

4. **Appointments, Terms, and Vacancies.**

a. All members of the Advisory Committee shall be residents of St. Lucie County, Florida, at the time of appointment and while serving on the Advisory Committee.

b. Terms of office for the Advisory Committee shall be 4 years. There shall be no limit on the number of terms an individual may serve.

c. Each member that is an elected official from St. Lucie County, the City of Port St. Lucie, and the City of Fort Pierce, shall be appointed by the governing board of his or her respective jurisdiction.

d. Appointments for the remaining members shall be made by the Board of County Commissioners based on staff recommendation.

e. A vacancy occurring during a term shall be filled for the unexpired term and in the manner prescribed above.

f. Members shall be subject to the Operational Procedures for Advisory Boards and Committees as set forth in Resolution No. 12-156 as may subsequently be amended.

5. **Roles and Responsibilities.** The roles and responsibilities of the Advisory Committee shall be to develop and assist the County in reaching its Ten-Year Plan to End Homelessness goals and they shall have the authority and power to accomplish this through the following:

a. Gather community input on homelessness;

b. Assist in the preparation and development of the Ten-Year Plan to end Homelessness as conceived by HUD; "leading a collaborative planning

process to design, execute, and evaluate programs, policies and practices to prevent and end homelessness."

c. Oversee implementation of the Ten-Year Plan to End Homelessness;

d. Review progress made in the County towards achieving the objectives identified in the Ten-Year Plan to End Homelessness and make recommendations to the Board of County Commissioners. The primary recommendations may include systematic changes, policy changes, and funding recommendations.

e. Foster and promote cooperation between governmental agencies, community-based non-governmental non-profit organizations and business interests in order to ensure the efficient and timely implementation of the Ten-Year Plan to End Homelessness.

f. Provide information regarding the needs and other factors affecting the smooth implementation of the Ten-Year Plan to End Homelessness within St. Lucie County.

g. Determine roadblocks affecting program implementation and recommend corrective measures to the Board of County Commissioners.

h. Review and comment to the Board of County Commissioners on homeless legislation;

i. Make program funding recommendations to the Board of County Commissioners; and

j. Adopt rules and by-laws providing for the governance of the Advisory Committee which rules and by-laws will be adopted by a majority vote of the members of the Advisory Committee.

6. **Meetings.**

a. The Advisory Committee shall meet a minimum of 6 times a year; however members may be required to attend additional meetings.

b. A majority of the members appointed shall constitute a quorum for the conduct of the Advisory Committee's business. In the presence of a quorum, Advisory Committee business shall be conducted by a vote of a majority present.

c. The Chair shall have the authority to call emergency meetings, as is needed and appropriate.

d. All Advisory Committee meetings shall be open to the public at all times. Minutes of all meetings shall be taken.

7. **Officers.**

a. The Chair shall be elected by a majority vote of the Advisory Committee and shall serve for a term of one year.

i. Duties of the Chair:

1. Call and set the agenda for Advisory Committee meetings;
2. Preside at Advisory Committee meetings;
3. Establish Committees, appoint committee chairs and charge committees with specific tasks; and
4. Perform other functions as the Advisory Committee may assign by rule or majority vote.

ii. If a vacancy occurs in the office of the Chair, the Advisory Committee will elect another member to fill the unexpired term.

b. The Vice Chair shall be elected by a majority vote of the Advisory Committee and shall serve for a term of one year.

i. The Vice Chair shall perform the duties of the Chair in the Chair's absence, and such other duties as the Chair may assign.

ii. If a vacancy occurs in the office of the Vice Chair, the Advisory Committee will elect another member to fill the unexpired term.

c. The Secretary shall be elected by a majority vote of the Advisory Committee and shall serve for a term of one year.

i. The Secretary shall be responsible for the record-keeping functions and will review all minutes and correspondence of the Advisory Committee.

ii. If a vacancy occurs in the office of the Secretary, the Advisory Committee will elect another member to fill the unexpired term.

d. Removal for Lack of Attendance. Members of the Advisory Committee shall be automatically removed for lack of attendance. Lack of attendance is defined as failure to attend three consecutive meetings or failure to attend at least two-thirds of the meetings scheduled during a calendar year. Participation for less than three-fourths of a meeting shall constitute lack of attendance. Members removed under this paragraph shall not continue to serve until a new appointment is made and removal shall create a vacancy.

8. **Annual Report.** The Advisory Committee shall submit an annual report on or before June 1 of each year beginning on June 1, 2023, to the Board of County Commissioners. The annual report shall include:

a. Recommendations to address homelessness within St. Lucie County; and

b. Implementation strategy.

9. **Staffing.** The Community Services Director and his/her staff shall provide necessary professional support to the Board of Adjustment.

10. **Effective Date.** This resolution shall take effect on July 5, 2022.

After motion and second, the vote on this resolution was as follows:

Commissioner Sean Mitchell, Chair	AYE
Commissioner Frannie Hutchinson, Vice Chair	AYE
Commissioner Linda Bartz	AYE
Commissioner Chris Dzadovsky	AYE
Commissioner Cathy Townsend	AYE

PASSED AND DULY ADOPTED this 5th day of July 2022.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

_____
ASA **COUNTY ATTORNEY**

City Commission Meeting & Budget Hearing - 5:05 pm

16. a.

Meeting Date: 09/06/2022

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Form Started By: Jennifer Robinson

Started On: 08/26/2022 11:09 AM

Final Approval Date: 08/26/2022

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from August 1, 2022 to August 31, 2022

1. Purchase Orders

a. Approval to purchase two (2) 4' x 8' Speed Enforcement and Message Sign Boards from Crimson Technology Products in an amount not to exceed $41,558.00.

b. Approve individual vendor requisition #2200000734 Heritage Product Resources for new stage curtains and Cyclorama: Main Stage and Black Box in the amount of $30,389.00 for the Sunrise Theatre.

c. Request approval of Engineering Design & Construction, Inc. (EDC) Specific Authorization No. 8 in the amount of $17,000.00.

d. Approval to purchase Cardiac Science Adult Electrodes (Pads) and batteries for the department's Automated External Defibrillators (AED), not to exceed $11,490.40.

e. Request purchase of Armadillo Tracker – Traffic Data Gathering System from Temple, Inc. in the amount of $12,374.00.

f. Request authorization to increase blanket Purchase Order 220221 by an additional $10,000.00 with Traffic Supplies and Distribution, Sanford, FL for Streets and Drainage miscellaneous traffic supplies.

g. Approval to Award Bid #2022-022 for the Annual Holiday Lights to Rileighs Outdoors, LLC dba Clark’s Outdoor Decor in the amount of $17,682.00.

h. Approval to piggyback Sourcewell Contract #040920-UFC for Uniforms with Related Products and Services from Unifirst Corporation, Fort Pierce, FL, for the amount not to exceed $10,000.00 annually.

i. Approve payment for Emergency A/C Repairs at City Hall by Grimes Heating & Air Conditioning, Fort Pierce, FL in the amount of $25,471.00.

j. Approve payment for Emergency Fire Alarm Panel Repair Work at City Hall by Johnson Controls, West Palm Beach, FL in the amount of $27,288.23.

k. Request approval of Purchase Oder to Wirenutz, Inc for $32,524.80 to install residential electrical service upgrades as part of the Avenue B Reconstruction (13th Street to 8th Street) Project.

SEPTEMBER 2022

CITY MANAGER'S REPORT





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21 FORT PIERCE CITY MARINA
22 NEW BUSINESSES



COURAGEOUS KIDS

On Tuesday, August 23, 2022, the Fort Pierce Police Department (FPPD) kicked off its Courageous Kids program! The Police Department would like to thank everyone who came out and supported the cause. The project is designed to help children feel comfortable talking and interacting with police officers. The FPPD looks forwards to being back at First Step Park on Tuesday's from 4:30 p.m. to 6:30 p.m. located at North 31st Street and Avenue G. It takes a village to raise a child and as always, "In Honor We Serve."

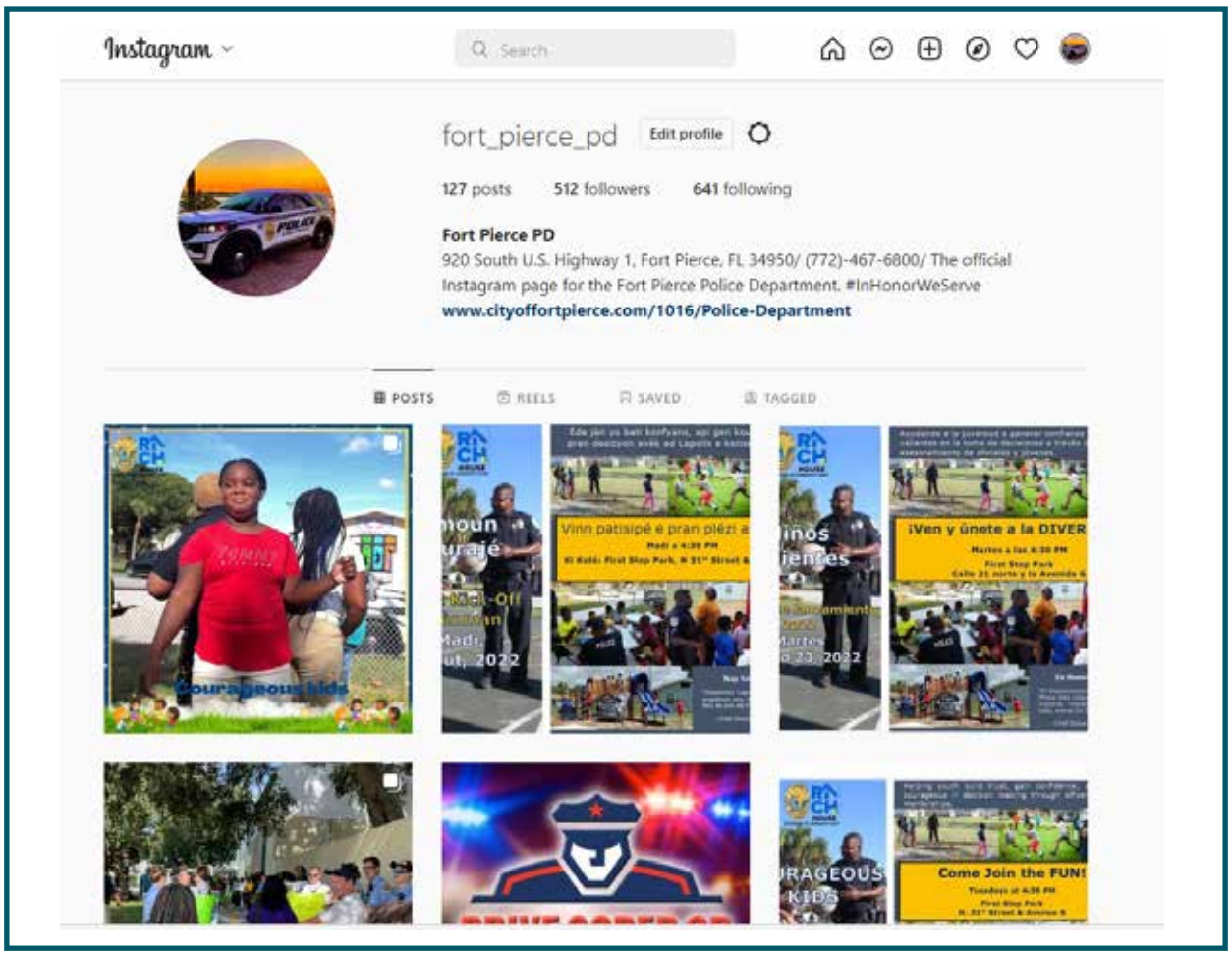






The Fort Pierce Police Department received funding to help increase the protection of pedestrians and bicyclists which include children who are returning to school.

With rising fuel costs and current climate concerns, the City of Fort Pierce embraces efforts toward becoming a bicycle-friendly community and the Police Department's expansion of the Bicycle Unit is in line with those plans. With the East Coast Greenway initiative (a 3,000-mile trail connecting Key West with Maine) locating its first mile on the Treasure Coast here on the journey to Maine, supported through a joint grant initiative between the city and the county, these expansions help keep the community on track to reducing greenhouse emissions. As a result, more pedestrians are expected to join our children on the City's sidewalks.



Don't look now, but the Fort Pierce Police Department expanded its social media reach by joining Instagram. The Department believes in keeping up with the rapidly changing world both in person and online presence. Instagram allows the Department to showcase it's positive stories along with providing up-to-date information that can assist in solving daily incidents. If you utilize this social media platform, please give us a follow. Instagram IG: ***fort_pierce_pd***.
Please feel free to drop a like and comment on our posts.

THE SUNRISE CITY
FORT PIERCE
Florida
PUBLIC WORKS DEPARTMENT

FALL 2022

COMMUNITY CLEANUP DAY

~INDIVIDUALS, FAMILIES, AND ORGANIZATIONS ARE ENCOURAGED TO PARTICIPATE ~

SATURDAY, SEPTEMBER 24, 2022

SUPPLIES PROVIDED UPON REQUEST

HOW TO PARTICIPATE

- REGISTER YOUR GROUP - PICK UP SUPPLIES
- CLEAN UP DESIRED AREA - PARTICIPATE ON SOCIAL MEDIA WITH #LOVETHEFORT #CLEANTHEFORT - HAVE FUN

TO REGISTER PLEASE VISIT WWW.CITYOFFORTPIERCE.COM
OR EMAIL KBALLARD@CITYOFFORTPIERCE.COM
OR CALL 772.467.3795

FORT PIERCE, FL · THE SUNRISE CITY ·




Oct 15 2021
KINGS LANDING
SITE PLAN



KINGS LANDING DEVELOPMENT ACTIVITY

Site preparation works continue for the Kings Landing project. The development is situated in a prominent downtown location, overlooking the Indian River waterfront and city marina. The proposed architectural style is set to be contemporary, but one which contains design elements that blend with the existing surroundings and urban marina setting to reflect the scenic beauty of its location. The scale of development has been designed to provide a transition from the neighboring Edgartown Settlement District by proposed townhouse villas on the north bank of Moore's Creek and the buildings which will front North 2nd Street to the larger mixed-use structures which will form the core of the development. When complete, the project will include pedestrian walkways, shaded arcades, and expansive storefronts. Extensive landscaping will provide an inviting and relaxing atmosphere. This development will complement the uses planned for Fisherman's Wharf. King's Landing will serve as the catalyst for future redevelopment and economic prosperity for the downtown and the city as a whole.

EDGARTOWN HISTORIC DISTRICT UPDATE

Staff, following the results of a survey of residents of the Edgartown Historic District, are now working to finalize the outcome into revised DRAFT 'Edgartown Settlement' zoning district regulations. As a result, the revised code will address amendments to the dimensional standards of the district, updating definitions, providing clarity on uses and noise control.

CITY PROJECT UPDATES





NORTH 8TH STREET ROADWAY IMPROVEMENTS (AVENUE D TO AVENUE E):

The roadway improvements for this project will include drainage, new curb and gutter, sidewalks, and roadway reconstruction. FPUA and its contractor are currently transferring the existing overhead services to underground. Drainage installations have commenced and is estimated to be completed by the of end August.



BEACH COURT UPGRADES

This roadway project will include a complete reconstruction of the roadway with curb and gutters, sidewalks on both sides of the road, installation of a new storm drainage system, street lighting, ADA upgrades, new potable water system, and sanitary sewer service upgrades. PRP Construction Group was awarded the construction contract and a pre-construction meeting was held on August 10, 2022. Construction commencement is scheduled for September 6, 2022.

GEORGIA AVENUE BASIN WATER QUALITY UPDATE



Improvements to the 235-acre Georgia Avenue Drainage Basin will include the construction of numerous Best Management Practices (BMPs) to aid in the removal of phosphorus, nitrogen, and other harmful nutrients from stormwater discharging into the Indian River Lagoon. Improvements include:

1. The introduction of a Generation II Baffle Box to eliminate the discharge of oils and nutrients into the stormwater treatment system.

2. Installation of a control structure to control the volume of discharge from the existing treatment system thus providing additional retention time to aid in the removal of phosphorus, nitrogen, and suspended solids.

3. Construction of a bioswale which slows the conveyance of the stormwater run-off, providing more treatment time. A bioswale is a shallow swale with a wide bottom and gently sloped banks. The banks are planted with native vegetation and large boulders. The swale's bottom is lined with limestone riprap atop a 6" base of drainfield aggregate. These vegetated swales are very important systems for improving water quality and can also reduce the volume of storm flows currently entering into the Indian River Lagoon by detaining stormwater allowing percolation into the ground and giving the bioswale plants time to absorb nutrients and chemicals from run-off.

4. The installation of an aeration fountain into the existing lake which will increase the oxygen levels in the lake which aids in the removal of organics and nitrogen.

The construction contract was awarded to Boromei Construction at the August 1, 2022 commission meeting. Awaiting on final execution of the contract. September 2022 construction commencement is anticipated.

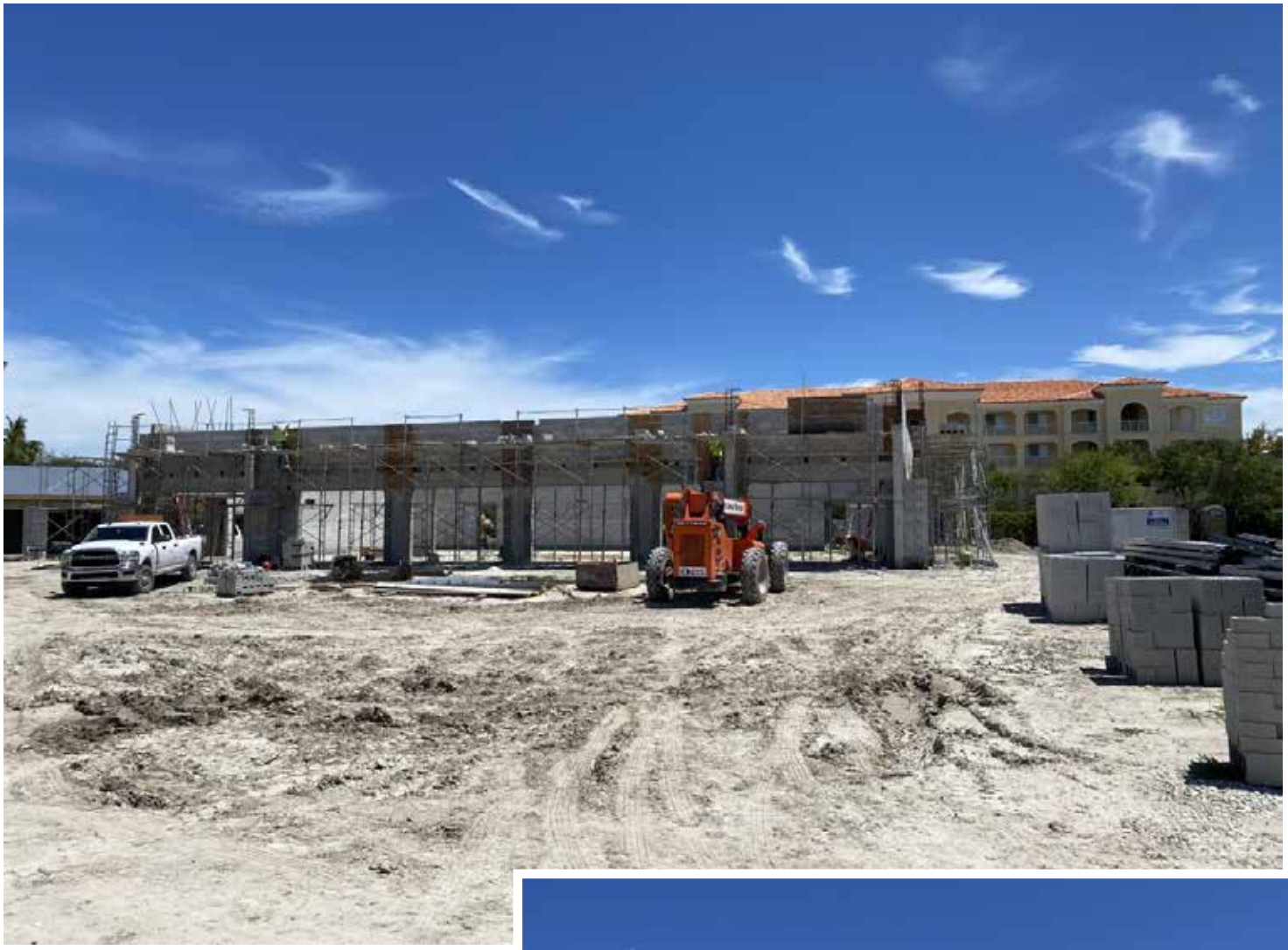
PROJECTS UNDER PERMITS



CROSSROADS UPDATE:

Exterior framing, walls and roofing is almost complete at 5001 Crossroads Parkway, a 1 million square foot warehouse. The project is being completed in two phases, by two different general contractors. The first phase, the side nearest to I-95, is further along with wall finishes being applied and interior work taking place as well.



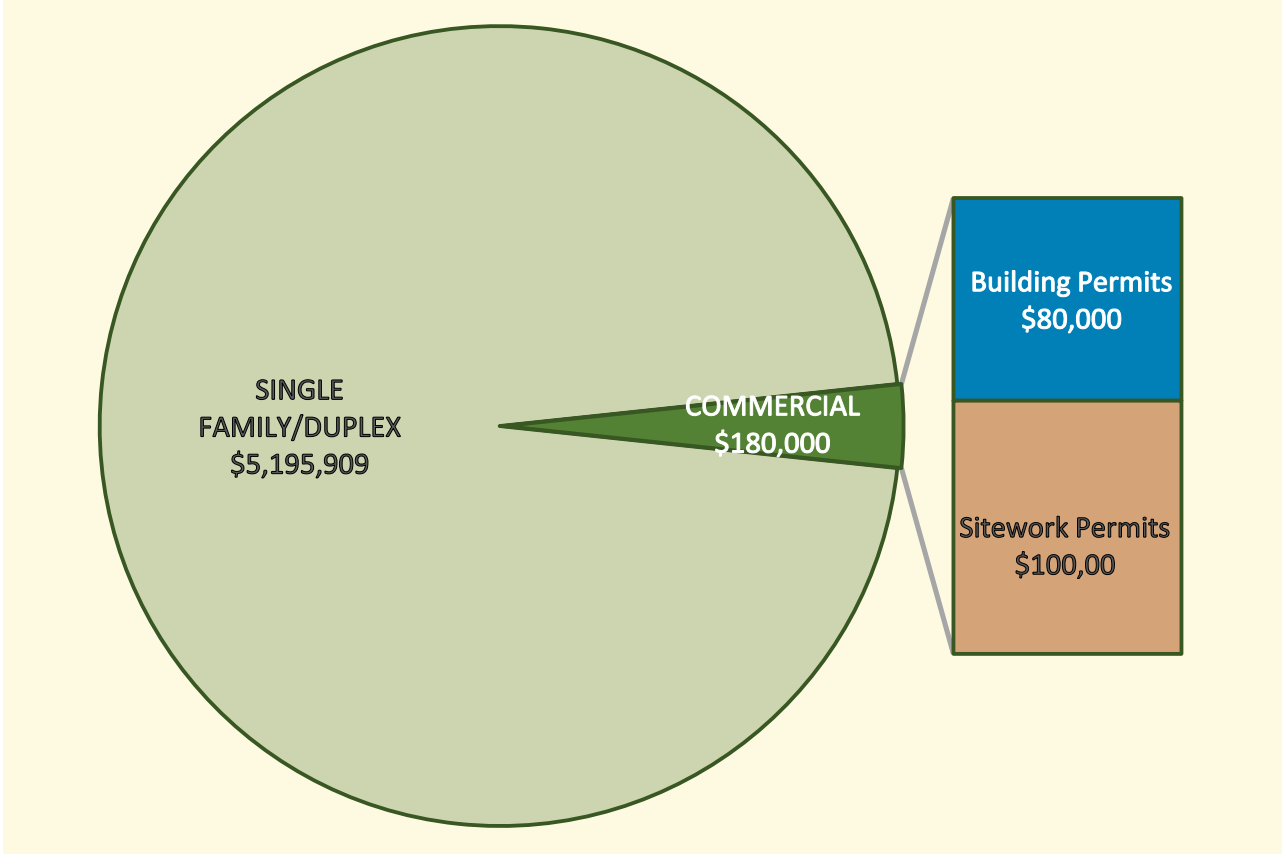


HARBOUR CAY

Phase 2 of Harbour Cay located at 835 Seaway Drive is underway. This project is comprised of two self-storage buildings and one shell building of retail shoppes. Following completion of the shell building, individual tenants will come in with permits to build out their space. The first tenant, Island Pig & Fish is confirmed for Unit 1 and has already submitted for permitting.



New Construction Values (based upon permits issued July 2022)		
Permit Type	**Number of Permits**	**Construction Value**
New Commercial Building	2	$80,000
New Commercial Sitework	2	$100,000
New Single Family/Duplex	18	$5,195,909



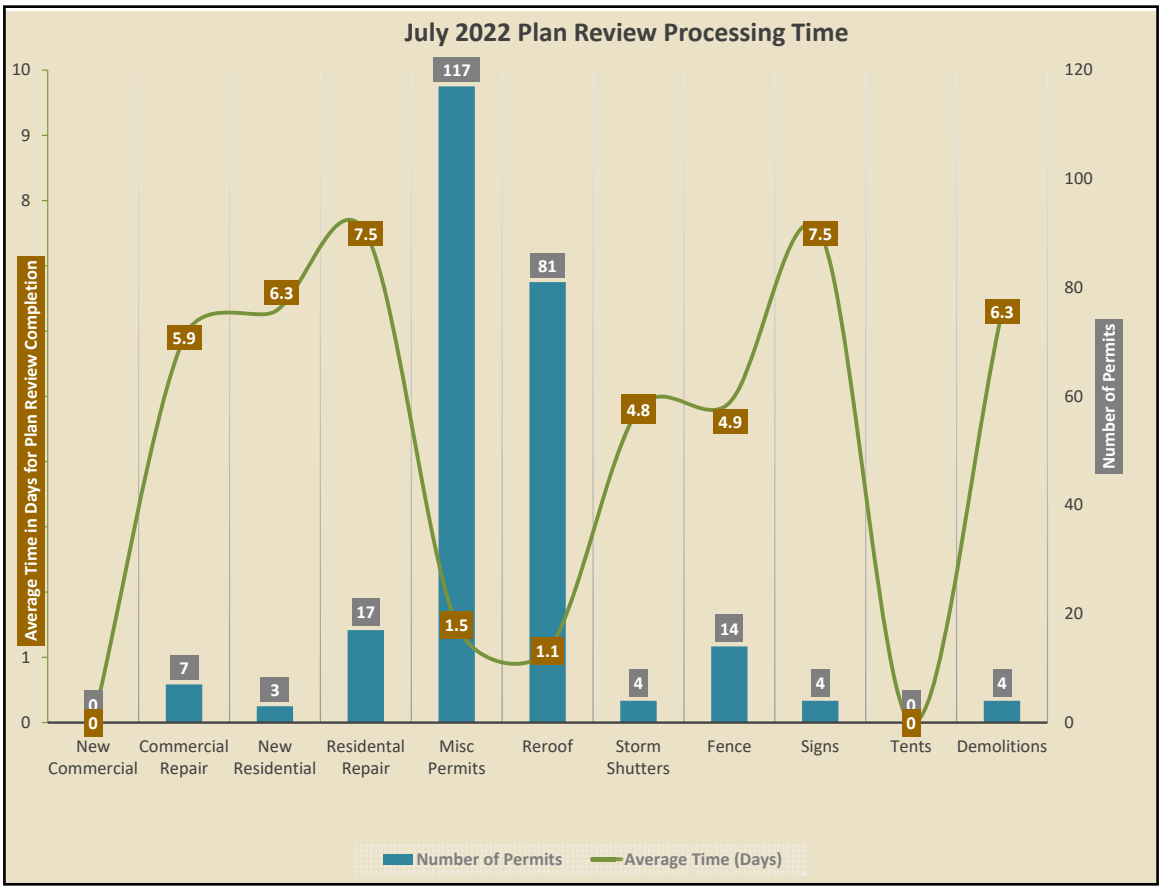
NATIONAL COMPARISON

- ***The article states permits for future homebuilding fell 1.3% to a rate of 1.674 million units. Single-family building permits dropped 4.3% to a rate of 928,000 units.***
  https://www.reuters.com/markets/us/us-housing-starts-tumble-july-building-permits-fall-2022-08-16/

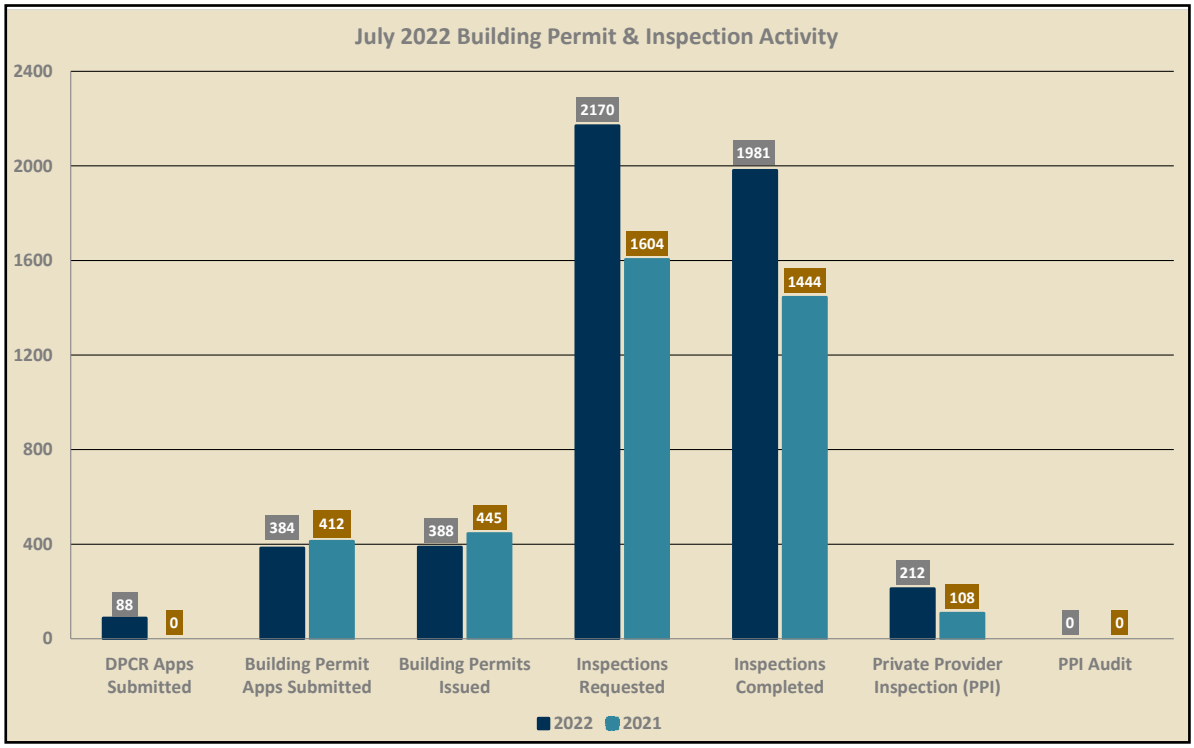
BUILDING CHART FOR JULY 2022

JULY 2022 PLAN REVIEW PROCESSING TIME & ACTIVITY REPORT COMBINED

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT





Sunrise Theatre tickets go on sale to the public Tuesday, September 6 kicking off the 17th season of entertainment on the Treasure Coast. This year's schedule has everything from Comedy with Kathleen Madigan, Brian Regan and Daniel Tosh to Blue's Clues & You for the younger set. Johnny Mathis, David Foster and Katharine McPhee return to the Sunrise along with Three Dog Night, One Night of Queen, The Oak Ridge Boys and The Simon & Garfunkel Story for starters. More shows will be announced in the next several months.

It only seems a few years ago the theatre reopened after its renovation, but in 2023 the Sunrise will celebrate its centennial on August 1, 2023. A planning committee is being formed to showcase and celebrate the grand dame. Originally a vaudeville house, the theatre earned its reputation for becoming the cultural center of the city of Fort Pierce as well as being the greatest and biggest cultural institution in Florida at the time. At the time it had the largest stage between Jacksonville and Miami. Planning is underway for several community activities to celebrate the "special birthday" for the Sunrise Theatre and more information will be forthcoming in the months ahead! Get ready to PARTY!

Go to www.sunrisetheatre.com for an up to date listing of all events or call the box office 772.461.4775 Monday – Thursday 10am – 2pm and 2 hours prior to performances.

SUNRISE THEATRE

The Treasure Coast's #1 Destination for Live Entertainment

2022/23 SEASON

FOR A COMPLETE LIST OF SHOWS, VISIT US ONLINE.



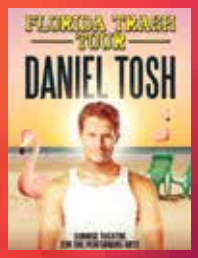
OCT 8



OCT 14



OCT 29



NOV 18



DEC 3



DEC 4



DEC 22



DEC 28



JAN 12



JAN 15



JAN 18



JAN 20



JAN 21



JAN 22



JAN 28



FEB 5



FEB 11



FEB 18



FEB 22



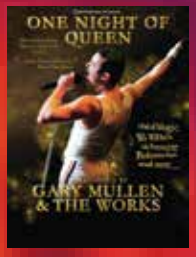
MAR 10



MAR 31



APR 19



MAY 12



MAY 13

ON SALE NOW!

MORE PERFORMANCES COMING SOON!

BOX OFFICE:
772.461.4775
MON-THUR, 10AM-2PM

SUNRISETHEATRE.COM
117 SOUTH 2ND STREET
HISTORIC DOWNTOWN FORT PIERCE

FOLLOW US ON

THE NEXT COMMUNITY CLEANUP

The City of Fort Pierce Public Works Department is excited to announce its next Community Cleanup on Saturday, September 24, 2022. This is a citywide event and individuals, families, and organizations are encouraged to join! Participants get to choose the times and the locations they wish to clean up in Fort Pierce and are encouraged to share their city pride by posting photos on social media.

Registered volunteers may be provided with litter collection supplies such as trash bags, gloves, pickers, and buckets while supplies last. These items can be picked up from the Public Works Compound located at 52 Savannah Rd, Fort Pierce, FL 34982, on Wednesday, September 21, from 1 PM TO 4 PM, Friday, September 23, from 8 AM TO 3 PM, or Saturday, September 24, from 8 AM TO NOON.

There will be no designated meet-up area as you and/or your group choose the location you wish to clean up in the City of Fort Pierce. All participants are encouraged to share their Community Cleanup fun by taking photos and posting them on social media using the hashtags #lovethefort and #cleanthefort!

To take part in this upcoming Community Cleanup, please register on the City's website at www.citypffortpierce.com or contact Kaitlyn Ballard at 772.467.3836 or kballard@cityoffortpierce.com.

The City of Fort Pierce is the hidden gem among the Treasure Coast, so let's get out there and make our City Shine!







HOME GAME SCHEDULE

WEEK #2

03 SEP

6U RED VS 6U PALM CITY
COACH JABARI

FORT PIERCE HOME FIELD | 9:00 AM

03 SEP

8U RED VS 8U PBG BLUE
COACH JERRY

FORT PIERCE HOME FIELD | 11:00 AM

03 SEP

8U ORANGE VS 8U PALM CITY
COACH KP

FORT PIERCE HOME FIELD | 1:00 PM

03 SEP

10U RED VS 10U PALM CITY TEAL
COACH ROGER

FORT PIERCE HOME FIELD | 3:00 PM

03 SEP

12U RED VS 12U PALM CITY TEAL
COACH GENE

FORT PIERCE HOME FIELD | 5:00 PM

FORT PIERCE FIREHAWKS

03 SEP

14U RED VS 14U PALM CITY TEAL
COACH TORREY

FORT PIERCE HOME FIELD | 7:00 PM

1200 Avenue M
Fort Pierce, FL 34950

SAVE THE DATE



The City of Fort Pierce will host the 3rd Annual Lincoln Park Business Expo on Tuesday, September 27th from 11 am - 6 pm at the Percy S. Peek gymnasium and Indian River State College's Blackburn Education Center, located at 2902 Avenue D, Fort Pierce, FL 34947.
The Expo is FREE and open to everyone.

To request registration information, please contact Teresa Miller at grantsadministration@cityoffortpierce.com or by calling 772-742-9831



WEEKLY:

EVERY WEDNESDAY - GREEN MARKET - MARINA SQUARE 12:00 PM - 6:30 PM

EVERY SATURDAY - JAZZ MARKET – MARINA SQUARE 8:00 AM – 1:00 PM

EVERY SATURDAY - DOWNTOWN FARMERS MARKET - MARINA SQUARE 8:00 AM – 12:00 PM

UPCOMING EVENTS:

9/2/22 FRIDAY FEST – MARINA SQUARE 5:00 PM – 9 PM

9/11/22 CEE CEE ROSS LYLES MEMORIAL 9:30 AM - 10:30 AM

9/17/22 OUT RUN HUNGER 5K – CAUSEWAY COVE MARINA 7AM – 11AM

9/18/22 MEXICAN INDEPENDENCE CELEBRATION – RIVERWALK CENTER 2PM – 9PM

RIVER WALK CENTER SALES REPORT **JULY 2022**

CLASSES	$3,187.63
PARK PERMITS	$2,312.50
SPECIAL EVENTS	$1,490.00
FACILITY	$10,013.55
TOTAL	$17,003.68

ON THE UPSWING

Indian Hills Golf Course has been busy working on the turf grass through these hot summer months to get as healthy as possible heading into the Fall. We have had an enormous amount of help from a turf doctor which has been evident by the change in just the putting green alone. The putting green has always struggled to maintain its health, but now with control of the maintenance operation we can explore options that were previously unavailable. The attached before and after pictures are amazing!

The second large greens aeration is scheduled for this summer, and will be performed in early September, based on weather. During the month of August, we will continue to aggressively spray for weeds to give them the healthiest possible turf conditions heading into the Fall and Winter months.

The Golf Course is looking forward to our new cart fleet this Fall and they look sharp! The lease with Yamaha is up after 4 years so the current fleet will be replaced with a whole new set of carts later this fall.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend….or two! If there's something we can improve upon…tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.





INDIAN HILLS SALES REPORT

	6/2022	7/2022
GOLF ROUNDS	1505	2053
GOLF FEES	$29,840.41	$41,759.18
RANGE TOKENS	$843.19	$1,724.94
MEMBERSHIP PASS	$283.69	$725.00
FOOD & BEVERAGES	$4,775.34	$6,220.20
MERCHANDISE	$2,086.18	$2,592.57
TOTAL	**$37,828.81**	**$53,021.89**



CITY MARINA FINANCIAL REPORT

	MAY	JUNE	JULY
Dockage Reservations	257	133	62
Monthly Dockage	$158,452.10	$169,763.24	$135,196.80
Transient Dockage	$87,914.16	$62,236.00	$36,142.75
Electricity	$8,435.65	$5,287.40	$3,392.00
Retail	$23,823.74	$17,401.45	$20,724.30
Gas Sales	$120,308.66	$90,752.90	$114,457.01
Diesel Sales	$247,222.45	$165,788.27	$81,893.14
TOTALS	**$646,156.76**	**$511,229.26**	**$391,806.00**



WELCOME NEW BUSINESSES

ALFARO'S TILE LLC
ALLIED WORLD SPECIALTY INSURANCE
AMERICAN BUILDERS INSURANCE
AMERICAN FIDELITY ASSURANCE
AMERICAN REPUBLIC INSURANCE
ASPEN DENTAL
BALDERAS LAWN SERVICE
BLUZLAYYS L.L.C
BOSTON MUTUAL LIFE INSURANCE
BRAYNENS BBQ LLC
CALYPSO CUISINE LLC
COASTAL MOBILE HOMES LLC
COMPLETE HARDSCAPES LLC
DELUX SECURITY SCHOOL, LLC
DLC ONSITE, LLC
DR. RHAINA A SMEDS , PSYD INC
ELISA EXCELLENT CLEANING
ELITE TACTICAL SOLUTIONS LLC
ENVY MOTOR CARS, L.L.C.
ERICKSON, MATTHEW
FERRERA'S LANDSCAPING LLC
GREAT WESTERN INSURANCE
H&M CUSTOM BUILDERS, INC
HEBERT, MICHELLE MARIE O.D
HEMARUS FT. PIERCE LLC
HOTWIRE COMMUNICATIONS, LLC
INDIAN RIVER BIKRAM YOGA LLC
INSPIRATIONAL ART LLC
JMC AUTO SALES LLC
KEMP, KYLE
KIN INTERINSURANCE NETWORK
KNIGHT, COLIN MD
MADISON NATIONAL LIFE INSURANCE
MARINE BANK & TRUST COMPANY
MECHANICAL ONE LLC
MEDICO INSURANCE COMPANY
MVS MANAGEMENT & INVESTMENTS
MY OMIE LLC
MYA SNACKS
MYEYEDR. OPTOMETRY OF FLORIDA,
NATIVE ROOFING SOLUTIONS LLC
OAKLAND PARK SNAPPERS LLC
OASIS BRICK PAVERS LLC
OCEANA COMMUNITY HEALTH, INC
OVGV UNIT 5122, LLC
PARTNERING IN EDUCATION, LLC
PEACHTREE CASUALTY INSURANCE
PLANET EXPRESS SHIPPING LLC
POSH CARTEL CREATIONS LLC
REIN INDUSTRIES , INC
SD ORTHODONTICS, P.A.
SENIOR LIFE INSURANCE COMPANY
STANTON INGRAM AND ALICE MENDI
STARR INDEMNITY & LIABILITY
TATHA'S FAMILY BARGAINS LLC
TERRAPIN CHIROPRACTIC INC
TIMOTHY & KATHLEEN COLLINS
TORRES, ASCENSION MD
VANTAPRO SPECIALTY INSURANCE
VELASQUEZ LAWN SERVICE & LANDS
VINTAGE TREASURES, INC
WELLMEIER, LOGAN FRAZIER

www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."