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

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 3, 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 -** Tim Barton with First United Methodist

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

6. **PROCLAMATIONS**

   a. Domestic Violence Awareness Month

7. **LETTERS TO COMMISSION**

   a. Transcription of a voice message from Shawn Holt commending Jacolby Washington, Solid Waste Division Manager, for doing an awesome job.

   b. Letter from Bishop William and Shirley Adderly and Rev. Dr. Kenneth Mill Sr. thanking the City of Fort Pierce for honoring Cee Cee Ross Lyles and all 9/11 heroes and acknowledging IT Director DeVoshay Johnson and Communication Specialist Joe Sweat's contributions to the program's success.

   c. Complimentary email from Allie Comer in appreciation of the excellent customer service provided by the City Clerk and her staff in the Clerk's Office.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approve the Amended 2019 DEO Grant Funding Agreement extending the expenditure period to June 30, 2023.

b. Approval of the lease agreement between the Housing Authority of Fort Pierce and the City of Fort Pierce, for the premise is located at 2304 Avenue I (R.I.C.H. House).

c. Approval of travel for Mayor Linda Hudson to attend the Florida League of Cities 2022 Legislative Conference in Kissimmee, Florida from November 30, 2022 to December 02, 2022 in the amount of $821.15.

d. Approval to piggyback the Sourcewell Contract No. 101221-SCA for the purchase of a New 900-ECO 12 -YD Truck Mounted Combination Sewer Cleaner, in the amount of $475,000, from Jet-Vac Equipment Company, LLC, Apopka, FL.

e. Approve the emergency purchase of the Theatrical Dimming System for the Sunrise Theatre, from Rebekah's Dream, West Palm Beach, FL, in the amount of $66,111.00.

f. Approval of a First Amendment to the Service Agreement with the Sunrise Humane Society, amending the termination clause for an effective date of October 4, 2022.

g. Approval of a First Amendment to the Lease Agreement with the Sunrise Humane Society, amending the termination clause for an effective date of October 4, 2022.

h. Approval of Letter of engagement with GrayRobinson, P.A. for State Lobbyist Services in the amount of$ 54,000.00.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 22-024 - Review and approval of a Future Land Use Map Amendment by the City of Fort Pierce to change the future land use from Residential Medium Density, RM, to General Commercial, GC, at 2900 S Jenkins Road Fort Pierce, FL 34981. Parcel ID: 2419-333-0001-000-2. SECOND READING

b. Legislative Hearing - Ordinance 22-025 - Review and approval of an application of a Zoning Atlas Map Amendment submitted by the City of Fort Pierce to change the zoning from Single Family Intermediate Density, R-2, to General Commercial, C-3, at 2900 S Jenkins Road Fort Pierce, FL 34981. Parcel ID: 2419-333-0001-000-2 SECOND READING

c. Legislative Hearing - Ordinance 22-030 - Review and approval of an application for a voluntary annexation by property owners Canadian Corporation and applicant Jeremy Mears of the parcel at or near 3000 Virginia Avenue. Parcel ID: 2419-111-0002-000-7. FIRST READING

d. Legislative Hearing - Ordinance No. 22-031 - Annexing three (3) parcels at or near the northeast corner of South Kings Highway and White Road. FIRST READING

e. Legislative Hearing - Ordinance No. 22-026 amending the Future Land Use Map of the Comprehensive Plan to change the designation of one (1) parcel generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway from RL, Low Density Residential to GC, General Commercial. FIRST READING

f. Quasi-Judicial Hearing - Ordinance No. 22-029 **-** an ordinance rezoning the property generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway, from (R-1) Low Density Residential Zone to (CP-1) Commercial Parkway Zone. FIRST READING

g. Quasi-Judicial Hearing - Review and approval of an application for Final Plat, submitted by Property Owner(s) Fort Pierce Redevelopment Agency and Applicant, OMCII LLC, to subdivide approximately 3 acres of land (more or less) for The Oaks at Moore's Creek (Phase II) located at or near 1206 Avenue B (Lot 1) and Lots 1-10 and 16-24, South of Moore's Creek and North of Avenue B in Fort Pierce, FL. The property is currently zoned Medium Density Residential (R-4) Parcel Control Number(s): 2409-518-0001-000-8, 2409-517-0033-000-8, 2409-517-0032-000-1, 2409-517-0031-000-4, 2409-517-0030-000-7, 2409-517-0029-000-7, 2409-517-0028-000-0, 2409-517-0027-000-3, 2409-517-0026-000-6, 2409-517-0025-000-9, 2409-517-0024-000-2, 2409-517-0038-000-3, 2409-517-0041-000-7, 2409-517-0043-000-1, 2409-517-0044-000-8, 2409-517-0045-000-5.

13. **CITY COMMISSION**

a. Postponed from September 19, 2022 and being pulled at the request of staff - Resolution No. 22-R34 Adopting revisions to the City of Fort Pierce Personnel Rules and Regulations.

b. Resolution 22-R37 - establishing the conditions to be covered under the Clean & Safe Community Initiative and establishing an expiration date.

c. Resolution 22-R38 Providing for the publication of polling places for the November 8, 2022 general election.

d. Resolution 22-R39 appointing members to the Civil Service Appeals Board.

e. Request from In the Image of Christ, Inc. for three-year funding of Emergency Inclement Weather Shelter services in the amount of $16,762.50 annually.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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

City Commission Regular Meeting - 5:05 pm **6. a.**

Meeting Date: 10/03/2022

Re: Domestic Violence Awareness Month

SUBJECT:

Domestic Violence Awareness Month

Attachments

Domestic Violence Awareness Month

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/14/2022 03:52 PM

Form Started By: Rebecca Mondono Started On: 09/13/2022 09:37 AM

Final Approval Date: 09/14/2022

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, domestic violence transcends all ethnic, racial and socioeconomic boundaries. Its perpetrators abuse their victims physically, mentally, emotionally, and economically and the effects of their attacks are far-reaching; and

WHEREAS, domestic violence is particularly devasting because it so often occurs in the privacy of the home, a place meant to represent shelter and security. For this reason, Americans may not realize how widespread it is right here in our own county; and

WHEREAS, during the month of October, Americans should contemplate the scars that domestic violence leaves on our society and what each of us can do to prevent it; and

WHEREAS, each year in the United States, more than 10 million women and men experience physical abuse by their intimate partners, with many experiencing repeat abuse over the course of a year. 90% of children of domestic violence victims are eyewitnesses to these attack, which may be a major precursor to fatalities from child abuse and neglect in the U.S; and

WHEREAS, our prosecutors, law enforcement officers and victim advocates have worked together with SafeSpace to provide awareness and education, reduce domestic violence in our county and assist victims and their families. Public action awareness creates a society that promotes strong values, fosters a safe loving home environment for every family and a society that refuses to tolerate domestic violence in any form.

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

Domestic Violence Awareness Month

in the City of Fort Pierce and encourage our citizens to join with their communities expresses our sincere appreciation for those committed to promoting peace and preventing domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of October 2022.

_____

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **7. a.**

Meeting Date: 10/03/2022

Re: Voice Message from Shawn Holt

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Transcription of a voice message from Shawn Holt commending Jacolby Washington, Solid Waste Division Manager, for doing an awesome job.

Attachments

Transcription

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 03:54 PM
City Manager	Nick Mimms	09/27/2022 03:55 PM

Form Started By: Jennifer Robinson Started On: 09/16/2022 01:44 PM

Final Approval Date: 09/27/2022

Voice Message from Shawn Holt

Received September 14, 2022

Hi. Yeah, I was actually trying to call City Hall on a comment on one of your workers, but they didn't answer. So I just wanted to say, Jacolby Washington; He says he's a solid waste division manager; He is freakin amazing and I think he deserves a raise and doing a great job. And yeah, just thank you for his help and thank you.

Have a good day.

City Commission Regular Meeting - 5:05 pm **7. b.**

Meeting Date: 10/03/2022

Re: 9/11 Commemoration Program

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Bishop William and Shirley Adderly and Rev. Dr. Kenneth Mill Sr. thanking the City of Fort Pierce for honoring Cee Cee Ross Lyles and all 9/11 heroes and acknowledging IT Director DeVoshay Johnson and Communication Specialist Joe Sweat's contributions to the program's success.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 03:54 PM
City Manager	Nick Mimms	09/27/2022 03:55 PM

Form Started By: Jennifer Robinson Started On: 09/20/2022 01:26 PM

Final Approval Date: 09/27/2022

REBUILDING OUR COMMUNITY . . . ONE CHILD AT A TIME

Save Our Children, Inc.

496 North 9th Street
Fort Pierce, Florida 34954
Director: Rev. Dr. Kenneth Mills, Sr.
772-466-8398 Fax: 772-466-3055

September 15, 2022

To City Manager Nick Mimms:

On behalf of the family of Cee Cee Ross Lyles, we want to express our sincerest thanks to the City of Fort Pierce for honoring Cee Cee and all 9/11 heroes on September 11, 2022 at the Riverwalk Center in Fort Pierce. Thank you to Mayor Linda Hudson for moderating the program, and also to Chief Hobley-Burney for an inspiring keynote address. We also want to thank IT Director Devoshay Johnson, Communication Specialist Joe Sweat, and the entire Communications Division for making the program a success every year. We also appreciate the Riverwalk staff and Public Works Division for setting up the location and maintaining Cee Cee's statue so beautifully. Our family deeply appreciates the commitment the City of Fort Pierce has shown to remembering Cee Cee's sacrifice, along with so many others, on September 11, 2001. We will never forget.

Thank you and God Bless The City of Fort Pierce,

Bishop William and Shirley Adderly

Bishop William and Shirley Adderly
13th Street Church of God
1902 North 13th Street
Fort Pierce, Fl, 34950

Rev. Dr. Kenneth Mills Jr.

Rev. Dr. Kenneth Mills Sr.
Save Our Children
464 North 9th Street
Fort Pierce, Fl. 34950

City Commission Regular Meeting - 5:05 pm **7. c.**

Meeting Date: 10/03/2022

Re: Email from Allie Comer

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Complimentary email from Allie Comer in appreciation of the excellent customer service provided by the City Clerk and her staff in the Clerk's Office.

Attachments

Email from Allie Comer

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 03:54 PM
City Manager	Nick Mimms	09/27/2022 03:55 PM

Form Started By: Jennifer Robinson Started On: 09/16/2022 03:10 PM

Final Approval Date: 09/27/2022

From: Allie Comer <alliezcomer@gmail.com>
Sent: Friday, September 16, 2022 12:55 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Subject: Thank you

> You don't often get email from alliezcomer@gmail.com. Learn why this is important

Good afternoon Ms . Cox- here's a quick note to say thanks for the good job you and your staff do in the clerk's office. Recently re- applied and updated my biz license and found courtesy, efficiency and professionalism within your office and staff.
Greatly appreciated!
Allie Comer
--
Best regards,
Allie

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

Meeting Date: 10/03/2022

Re: Amended 2019 DEO Grant Funding Agreement Approval and Signature

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Approve the Amended 2019 DEO Grant Funding Agreement extending the expenditure period to June 30, 2023.

SUMMARY:

The Department of Economic Opportunity extended the 2019 Job Growth Grant with the City of Fort Pierce. The Agreement outlines that the expenditure period is extended through June 30, 2023. This extension is largely due to supply chain issues and does not change the scope of the project.

RECOMMENDATION:

Approval of agreement with DEO.

ALTERNATIVES:

Staff shall proceed as directed by Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager
Rachel Tennant, Public Affairs and Sustainability Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: 2019

Account: 100-111-519-81-01

OTHER INFORMATION:

N/A

Attachments

FL Job Growth Infrastructure Grant Agreement AMENDED

Form Review

Inbox	Reviewed By	Date

Finance Department	Johnna Morris	09/20/2022 11:47 AM
City Manager	Nick Mimms	09/27/2022 05:05 PM
Form Started By: Brittany Marinello		Started On: 09/14/2022 08:33 AM
Final Approval Date: 09/27/2022		

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

Meeting Date: 10/03/2022

Re: Approval of lease agreement for 2304 Avenue I, R.I.C.H. House

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

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SUBJECT:

Approval of the lease agreement between the Housing Authority of Fort Pierce and the City of Fort Pierce, for the premise is located at 2304 Avenue I (R.I.C.H. House).

SUMMARY:

The Police Department is requesting approval of the lease agreement between the Fort Pierce Housing Authority and the City of Fort Pierce (Municipal Corporation) for the premises of 2304 Avenue I. This property is currently the site of the Fort Pierce Police Department's Resources In Community Hope (R.I.C.H.) House. The Lease Agreement will commence on September 16, 2022, and remain for a period of three years. The Lease Agreement will terminate on September 15, 2026. Consideration for the term of the lease is one dollar annually.

The contract has been reviewed by the City Attorney's Office and was approved for form and correctness.

RECOMMENDATION:

Staff recommends approval of this lease.

ALTERNATIVES:

The alternative is to deny the approval, which would close the R.I.C.H. House from further operation at this location.

RESPONSIBLE STAFF:

Deputy Chief Robert Ridle

COORDINATED WITH:

City Attorney's office for review of contract.
Chief Diane Hobley-Burney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022
Account:	001.3004.521.4830
Amount:	$3.00
FISCAL IMPACT:	

Three-year lease amount of $1.00 per year will be paid in one payment.

Attachments

Lease Agreement
Legal Review

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/28/2022 04:10 PM
City Manager	Nick Mimms	09/28/2022 04:18 PM
Form Started By: Jason Braun		Started On: 09/16/2022 10:09 AM
Final Approval Date: 09/28/2022		

511 Orange Avenue, Fort Pierce, Florida 34950
(772) 461-7281 TDD: 7-1-1 or (800) 955-8771

August 3, 2022

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

Via Email Transmission & Certified Mail – Return Receipt Requested

Re: Lease between The Housing Authority of the City of Fort Pierce, Florida and the City of Fort Pierce, Florida, a municipal corporation
Leased Premises: 2304 Avenue I, Fort Pierce, Florida (RICH House)

Dear Chief Hobley-Burney:

Per our records the above-referenced Lease Agreement is due to expire on September 15, 2022. Therefore, if you wish to renew, I have enclosed herein the new Lease Agreement. If approved, please execute the enclosures and forward an original to me along with the rental amount. In the event you elect not to renew, please provide our office with written notification.

Should you have any questions, please feel free to contact me at (772) 429-6427.

Sincerely,

Rosetta Bartell

Rosetta Bartell
Interim Executive Director

RB:nj

Enclosures

cc: Tanya Earley, City Attorney
Ricardo Gilmore, FPHA Attorney
Linda Cox, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20_____, ("Effective Date") by and between the City of Fort Pierce, a municipal corporation, whose principal offices are located at 100 North US Highway 1, Fort Pierce, Florida 34950, (the "Tenant"), and The Housing Authority of the City of Fort Pierce, Florida, a public body corporate and politic organized pursuant to Chapter 421, Florida Statutes, whose principal offices are located at 511 Orange Avenue, Fort Pierce, Florida 34950 (the "Owner"), (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Owner owns that certain property that is located at 2304 Avenue I, Fort Pierce, Florida 34950 (the "Premises"); and

WHEREAS, the Owner wishes to have the Tenant to become the Tenant at the Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House. The RICH House will foster police and community relationship and provide a multi-purpose resource center for the community. The RICH House will be open and available to the general public for law enforcement related issues, between the hours of 9:00 am and 3:00 pm Tuesday and Thursday, with additional varied hours for planned/scheduled activities and events as they evolve; and

WHEREAS, the Tenant is amenable to leasing the entire Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the payment of the sums as provided herein, by Tenant to the Owner, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **PREMISES:** The Owner does hereby lease and let and Tenant does hereby hire and take the Premises located at 2304 Avenue I, Fort Pierce, Florida 34950, for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House, subject to the terms and conditions contained herein. The Tenant, its employees, customers, contractors, invitees and agents shall have the right to use the areas of the Premises located at 2304 Avenue I, Fort Pierce, Florida 34950. Tenant accepts the Premises in "AS IS" condition and it is agreed that the Owner will not be responsible for any loss, damage or costs which may be incurred by Tenant or its employees, customers, contractors, invitees and agents.

2. **TERM:** The Owner hereby grants to the Tenant a leasehold interest in the Premises to commence upon the 16 day of September, 2022 (the "Effective Date") and shall continue for a period of three (3) years (the "Initial Term") terminating on the _____ day of September 15, 2025. The Agreement may be extended for two (2) additional terms of one (1) year each, if requested by the Tenant. The Tenant shall request one or both of these extensions in writing provided to the Owner at least one hundred eighty (180) days prior to the end of the Initial Term or the end of the first extended term, subject to the approval of the Owner.

3. **RENT AND CONSIDERATION:** The Tenant shall pay to the Owner the sum of One Dollar ($1.00) annually, due on September 16 of each year of the Initial Term, and each year of any extension thereof pursuant to this Agreement, as annual rent. As additional consideration for this Agreement, Tenant shall:

a. Undertake any modifications to, structural changes to and/or repairs of the Premises, subject to the requirements outlined in Section 4 of this Agreement to make the Premises suitable for the purposes outlined herein at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

b. Maintain the Premises, including but not necessarily limited to the physical building, grounds, landscaping, and parking areas, subject to the requirements outlined in Section 7 of this Agreement, at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

c. Obtain and maintain utility services, including but not necessarily limited to water, sewer, gas, electricity, internet service or any other utilities ("Utilities"), subject to the requirements outlined in Section 8 of this Agreement, at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

d. Pay all costs, expenses, license fees, or other charges levied by governmental authorities on the business and/or lease rights associated with the goods and/or services offered pursuant to the lease, which may arise or become due during the term of this Agreement and any extensions thereof, and indemnify and hold harmless, to the extent allowed by law, the Owner from and against same.

4. ALTERATIONS AND IMPROVEMENTS: The Tenant shall obtain written approval from the Owner prior to making any improvements, modifications, structural changes, or alterations of any nature to the existing structures or improvements to the Premises. Any such approval shall not relieve the Tenant of having to obtain the necessary permits as are required by any governmental entity and under no circumstances will any work take place on or in the Premises without such permits. Any damage to the Premises caused by improvements and/or repairs by the Tenant shall be repaired or replaced at its sole cost and expense. Any improvements of any kind or nature, or items attached to the land during the term of this Agreement and any extensions thereof by the efforts of the Tenant, shall be considered the property of the Owner. New structures or other improvements that may impact or degrade the environmental quality of the Premises are prohibited.

5. PERMITTED USE: The Tenant shall use the Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House. The Tenant shall at all times comply with all applicable state and local laws, governmental regulations and ordinances with regard to any use of and occupancy of the Premises; and the Tenant shall not suffer or permit said Premises or any part thereof to be used for any purpose not otherwise expressly allowed herein including, without limitations of illegal or immoral usc. Notwithstanding anything contained herein to the contrary, should Tenant, during the Initial Term and any extensions thereof substantially fail to use the Premises for the permitted use listed herein, in the sole discretion of the Owner, the Owner may consider such change in use a material event of default of this Agreement subject to termination by the Owner as provided herein.

6. INSURANCE: Beginning on the Effective Date and continuing during the term of this Agreement and any extensions thereof, the Tenant shall procure and maintain the insurance policies provided for in the attached **Exhibit "A"**.

7. MAINTENANCE AND REPAIR: With regard to the Premises, the Tenant shall:

a. Keep in a good state of repair all improvements, equipment, and fixtures existing or placed on or about the Premises and surrounding areas; and

b. Maintain and repair all heating, HVAC systems, air conditioning and ventilating systems, electrical and lighting systems, plumbing, waste facilities, roofing and all other structural components in good order, condition and repair; and

c. Maintain and landscape the surrounding areas in good order, condition and repair; and

d. Provide all janitorial material, supplies and services required to be used and employ janitorial personnel necessary to adequately maintain the Building; and

e. Provide security or related services to provide protection of the Building and surrounding areas to the reasonable satisfaction of the Owner; and

f. Keep the outside areas clean and free of trash, rubbish and garbage to the reasonable satisfaction of the Owner; and

g. Keep and maintain the improvements, including all entrances, doors, locks, windows, glass, molding, ceilings, floorings, walls and appurtenances thereto in good order, condition and repair.

8. UTILITIES/SERVICES: Beginning on the Effective Date and continuing during the term of this Agreement and any extensions thereof, the Tenant shall be responsible for the placement, installation and payment of all utilities, including but not limited to, utilities servicing the Premises. The Tenant shall repair, at the Tenant's sole cost and expense, any damage to the Premises caused by the installation, maintenance, replacement or repair of any one or all of the utilities.

The Tenant shall provide and use suitable covered receptacles for all garbage, trash, and other refuse. Additionally, the Tenant agrees to furnish all telephone, cable, internet services and any and all other related services needed to operate its business.

9. ASSIGNABILITY/SUBLEASE: This Agreement shall not be assigned nor transferred, in whole or in part, without the written approval of the Owner. The Tenant shall not sublease any part of the Premises without the written approval of the Owner.

10. EMINENT DOMAIN: If the whole or substantial part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease, as to the part so taken, from the day the possession of that part shall be taken for any public purpose. The Tenant shall have the right either to cancel this Agreement and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided. The Owner shall be entitled to all condemnation awards provided by Florida law. The Tenant shall be entitled to that portion of the condemnation award attributable to the Tenant's leasehold interest in the Premises and furniture, fixtures, and/or equipment on the Premises, all business damages, and relocation costs. The Owner and the Tenant shall fully cooperate with each other to accomplish the division provided for in the preceding sentence. The Owner and the Tenant shall use good faith efforts to obtain separate awards from the condemning authority (or a judicial allocation of a single award) for their respective interests, consistent with this Section. The Tenant is entitled to retain such damages it may recover. If only a portion, which does not constitute a "substantial part" of the Premises is condemned or taken in any manner or degree that, in any material respect, adversely impacts the Tenant's business or business operations (as determined by Tenant in its sole business judgment, not, however, to be arbitrarily exercised), then the Tenant may elect to terminate this Agreement as of the date of the vesting of title in the condemning authority, by written notice to the Owner

given within sixty (60) days of the condemnation or taking. The Owner must provide the Tenant with a copy of any notice received from the condemning authority within twenty (20) days of receipt. For the purposes of this Section, the term "substantial part" shall mean a sizable enough area of the Premises has been taken so as to materially impair, in the Tenant's sole discretion, the Tenant's ability to use the Premises for the Permitted Use and the Tenant's conduct of business.

11. CASUALTY: If the Premises or any portion thereof is damaged by fire or other casualty (other than through the documented gross negligence or malfeasance of the Owner, its agents, representatives, employees and/or invitees), then the Tenant shall be responsible for repairing and restoring all improvements placed on the Premises (including the Tenant's Improvements) at the Tenant's sole cost and expense. All repairs to the Premises shall be performed promptly and in a good and workmanlike manner. The Tenant shall also be solely responsible for the replacement and repair of any personal property or equipment owned by the Tenant and located on the Premises.

12. ACCESS TO PREMISES BY OWNER:

a. The Tenant agrees that the Owner may make use of the Premises for purposes it deems appropriate, at any times that the Tenant is not using the Premises for its stated purposes, during the term of this Agreement and any extensions thereof. When the Owner uses the premises during these times, the Owner agrees to leave the premises in the same condition in which it was prior to its use.

b. The Tenant shall allow the Owner's authorized representative(s) access to the Premises or any portion thereof at all reasonable hours for the purpose of examining and inspecting the Premises or for the purpose necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

c. In the case of a declared state of emergency, or in anticipation of a hurricane, tropical storm or some other natural disaster, as determined by the Owner in its sole discretion, the Owner retains the right to immediately resume occupation, management, and maintenance of the Premises, and to use same to meet any emergency needs of the citizens of the Owner, as determined by the Owner in its sole discretion, for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the Owner in its sole.

13. EVENTS OF DEFAULT:

a. Tenant's Default. The Tenant shall be in default, and an event of default (an "Event of Default") shall have occurred, under this Agreement if the Tenant shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by Tenant under this Agreement, within thirty (30) days after written notice from the Owner or such additional time as shall be reasonably necessary in the event such violation cannot be cured within such thirty (30) day period so long as the Tenant has commenced to cure such violation within such thirty (30) day period and thereafter proceeds continuously and diligently to complete such cure.

b. Owner's Default. The Owner shall be in default, and an Event of Default shall have occurred, under this Agreement if the Owner shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by the Owner under this Agreement within ninety (90) days after written notice from the Tenant or such additional time as shall be reasonably necessary in the event such violation cannot be cured within such ninety (90) day period so long as the Tenant has commenced to cure such violation within such ninety (90) day period and thereafter proceeds continuously and diligently to complete such cure.

14. EFFECTS OF DEFAULT:

a. If at any time an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period set forth in Section 13 above, the non-breaching party, upon its election, may declare the term ended. In the event of the Tenant's default, the Owner may re-enter upon the Premises and the improvements situated thereon, or any part thereof or thereon, either with or without process of law, the Tenant waiving any demand for possession of such Premises and any and all permanent improvements then situated thereon or the Owner may have such other remedy as the law or this instrument may afford.

b. Upon the termination of this Agreement, at such election of the Owner, or in any other way, the Tenant shall immediately surrender and deliver up the Premises and permanent improvements peaceably to the Owner. At such time, the title to any and all permanent improvements, including, without limitation, the Tenant's Improvements, placed on the Premises by the Tenant shall revert to or become the exclusive property of the Owner except for furniture, office equipment, trade fixtures, any equipment that is easily removeable and all other personal property owned by the Tenant. If the Tenant shall hold such Premises, or any part thereof, one (1) day after the termination date, it shall be subject to eviction or removal in accordance with law. Any material damage which may occur to the Premises due to Tenant's removal of its furniture, equipment, trade fixtures and/or personal property shall be repaired by the Tenant, at its expense, and to the Owner's commercially reasonable satisfaction.

c. Under no circumstances shall the Tenant be entitled to compensation from the Owner for any permanent improvements made by the Tenant to the Premises including, without limitation, any permanent improvements constructed as part of the Tenant's Improvements.

d. Each party shall have all other rights and remedies available at law or in equity, including, without limitation, the right to injunctive relief.

15. GRACE PERIODS: All default and grace periods shall be deemed to run concurrently.

16. BANKRUPTCY: It is expressly understood and agreed that in the event the Tenant enters into bankruptcy proceedings, is adjudged bankrupt or insolvent, makes an assignment for the benefit of creditors, or if a receiver or trustee of the Tenant's creditors is filed, any of which is not discharged within ninety (90) days after filing, then in any such event, the Owner may, at its option and without notice, declare this Agreement ended and terminated and may re-enter the Premises and take possession thereof.

17. ATTORNEY'S FEES: In connection with any legal proceedings relating to this Agreement, including appellate proceedings, arising out of the enforcement of any term of this Agreement, or for any action for possession of the Premises or damages, or for the collection of any rent or any other payment required that may be collected by suit, the prevailing party shall be entitled to recover all costs and reasonable attorneys' and other professional fees incurred by such prevailing party for any litigation, mediation or appeal whether litigated or settled. This Section survives the expiration or termination of this Agreement.

18. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

19. INDEMNIFICATION/HOLD HARMLESS: If the Tenant is a governmental entity under the laws of the state of Florida, the Parties acknowledge that each enjoy certain immunities under Florida law. Nothing in this indemnity provision shall be interpreted as a waiver, or estop either party from asserting any right, immunity, privilege or defense that any or each may enjoy under the doctrine of sovereign immunity or the limitation of liability and other protections afforded to them under Section 768.28, Florida Statutes. Such immunities, however, shall not extend to agents, contractors or third parties or in any way lessen affect the insurance requirements set forth in Section 6 above.

If the Tenant is not a governmental entity under the laws of the state of Florida, then the Tenant shall and does hereby indemnify the Owner, its officers, commissioners, employees and agents, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors or omissions of the indemnifying party, its agents, employees, servants, licensees, invitees, or contractors or by a person under the control or direction of said indemnifying party. Nothing contained in this Agreement shall be construed as a waiver or estoppel of the sovereign immunity protections afforded by law or in any event to enlarge the liability of the Owner beyond limits expressed in Section 768.28, Florida Statutes, as may be amended.

20. SUCCESSORS IN INTEREST: Unless otherwise provided in this Agreement, the terms, covenants and conditions herein shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, all of whom shall be jointly and severely liable hereunder.

21. NON-DISCRIMINATION:

a. Neither party shall discriminate against any individual because of that individual's race, color, religion, sex, sexual orientation, age, national origin, disability, handicap, marital status, or familial status with respect to any activity occurring on or in the Premises or within the surrounding land; and

b. In the construction of any the Tenant's Improvements on, over or under said Premises and the furnishing of services thereon, Tenant shall not discriminate against any person on the grounds of race, color, sex or national origin. In addition, in obtaining the materials, supplies, equipment, and services necessary for the design, construction, and operation of any improvements or buildings described in this Agreement, the Tenant shall comply with the ordinances and policies of St. Lucie County, Florida regarding women and minority business enterprises, equal employment opportunity and affirmative action.

22. HOLDING-OVER: In the event the Tenant shall holdover and remain in possession of the Premises after the expiration of the term without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall create a tenancy from month to month which may be terminated at any time by the Owner.

23. SURRENDER: Upon expiration of this Term, or early termination as provided herein, the Tenant will peaceably and quietly deliver possession of the Premises and all permanent improvements which the Tenant may have constructed upon the Premises pursuant to the provisions of this Agreement. The Tenant shall be permitted to remove all moveable trade fixtures, furniture, equipment, and other personal property which the Tenant shall install at its own expense. Any damage which may occur to the Premises or the surrounding land due to the Tenant's removal of its equipment, trade fixtures and/or personal property shall be repaired by the Tenant at its sole cost and expense and to the Owner's commercially reasonable satisfaction.

24. PROHIBITION AGAINST ENCUMBRANCES:

a. The Tenant shall defend and hold harmless the Owner from any claim or demand including attorneys' fees on the part of any person, firm or corporation, performing labor or furnishing materials in connection with the building and construction of any improvements by the Tenant, including but not limited to the Tenant's Improvements, on the Premises; and

b. It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of the Tenant on the building or improvements on the Premises shall look only to the Tenant for any payment, and that no lien or claim shall be allowed to attach to the Owner's fee interest in the Premises. The Tenant shall notify and disclose to all contractors and sub-contractors the prohibition of placing liens or claims against the Premises. In the event that the Tenant shall fail and refuse to pay and discharge any amount of money that may be due for materials furnished or labor performed in connection with the construction of any improvements by the Tenant on the Premises, and such default shall have continued for a period of sixty (60) days after the Owner shall have given the Tenant written notice of such default, such default shall be a Tenant's Event of Default and the Owner may, at its option, declare this Agreement terminated, provided, however, the Tenant shall have the right during said sixty (60) day period, in accordance with Florida Statutes to post a surety bond with the Clerk of the Circuit Court in and for St. Lucie County, Florida, and have any such lien transferred to said bond and said action by the Tenant shall cure the default and the Owner shall have no right of termination. Upon the termination of the Agreement by reason of such default, all permanent improvements (except as otherwise provided herein) placed upon the Premises by the Tenant shall be and become the property of the Owner, and the Tenant shall have no further right, title or interest therein, and the Owner shall have the full right, power and authority to enter upon the Premises and take possession of the same and all buildings, improvements or other structures thereon.

c. The Tenant shall not engage in any financing or any other transaction, creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Owner's fee interest in the Premises or any portion of the Premises or other land owned by the Owner; and

d. It is further understood by the Tenant that it may only use its leasehold interest, together with its right and interest in any and all approved subleases and rents due, as security for any proposed financing and that the Tenant has no fee simple ownership rights or title to the Premises. Further, such leasehold interest is strictly conditioned upon the satisfaction of all terms and provisions contained herein.

25. TIME IS OF THE ESSENCE: Time is and shall be of the essence with respect to the respective duties and obligations of the Owner and the Tenant as set forth in this Agreement.

26. CHOICE OF LAW/VENUE: This Agreement shall be interpreted and construed under the laws of the State of Florida. Venue shall be in St. Lucie County, Florida.

27. NOTICES: Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given (a) when physically received by personal delivery, or (b) three (3) days after being deposited in United States certified or registered mail, return receipt requested, postage prepaid, or (c) one (1) day after being deposited with a nationally known commercial courier service (such as FedEx) addressed to the respective Parties at the following addresses:

TO OWNER:
The Housing Authority of the
City of Fort Pierce, Florida
511 Orange Avenue
Fort Pierce, Florida 34950
Attn.: Administration

TO TENANT:
City of Fort Pierce, a municipal corporation
100 N US Highway 1
Fort Pierce, Florida 34950
Attn.:_____

WITH COPIES TO:
Ricardo L. Gilmore, General Counsel
Saxon Gilmore & Carraway, P.A.
201 East Kennedy Boulevard, #600
Tampa, Florida 33602

WITH COPIES TO:
Tanya Earley, City Attorney
100 North US Highway 1
Fort Pierce, Florida 34950

Diane Hobley-Burney, Chief of Police
Fort Pierce Police Department
920 South US Highway 1
Fort Pierce, Florida 34950

28. WAIVERS: In the event that the Owner, at any time, shall waive any default by Tenant of any of the covenants and conditions of this Agreement, then such waiver shall not be construed to be a continuing waiver of such default and shall not be construed as a waiver of any subsequent default that may be committed by the Tenant.

29. HEADINGS: The headings used for the paragraphs of this Agreement are for ease of reference only and are not to be construed as adding to or detracting from the meaning contained therein.

30. RADON GAS NOTIFICATION "RADON GAS": Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

31. HAZARDOUS SUBSTANCES: For purposes of this Agreement, "Hazardous Substances" shall mean any material which could give rise to liability under (a) the Resources Conservation Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended ("RCRA"), 42 U.S.C. Sections 6901 et seq.; (b) the Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; (c) the Toxic Substances and Control Act, as now or hereafter amended ("TSCA"), 15 U.S.C. Sections 2601 et seq.; (d) the Clean Air Act, as now or hereafter amended ("CAA"), 42 U.S.C. Sections 7401 et seq.; (e) any common law theory based on nuisance or strict liability; and (f) any other applicable law (collectively, the "Hazardous Substances Laws").

The Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises without obtaining the Owner's prior written consent. If the Premises become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of the Tenant or any of its agents, employees or contractors, the Tenant shall indemnify, defend and hold harmless the Owner from any and all claims, demands, actions, damages, fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses and expenses arising during or after the term of this Agreement and arising as a result of such contamination. This indemnification includes any and all costs incurred due to any investigation of the site or any cleanup,

removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if the Tenant causes or permits the presence of any Hazardous Substance on, in, or about the Premises that results in contamination, the Tenant, at its sole expense, shall complete all required clean up, removal and remediation. The Tenant shall first obtain the Owner's approval for any such remedial action. Notwithstanding the foregoing, this indemnification shall only apply to contamination by a Hazardous Substance resulting from the Tenant's use and operation of the Premises. Nothing herein contained shall be held to indemnify the Owner from liability or to create any liability on the Tenant for Hazardous Substance contamination resulting from the Owner's ownership, use or operation of the Premises or the Owner's surrounding land, or from the acts or omissions of any third party. Notwithstanding, the Owner has no knowledge of and makes no representation or warranty regarding the prior existence, disposal or waste of any Hazardous Substances on the Premises.

32. **INJURIES AND LOSS:** The Tenant assumes all risks incident to the construction and installation of the Tenant's Improvements and the operation of the permitted use. The Owner shall not be liable for any injury or damage to persons or property caused by or resulting from steam, electricity, gas, water, or from any injury or damage resulting or arising from any other cause or happening whatsoever not due to the negligence of the Owner, its agents, servants, or employees.

33. **ADVERTISEMENT AND SIGNAGE:** The Owner hereby consents to the Tenant, without written prior approval by the Owner, using reasonable and appropriate advertising of the services being offered by the Tenant at and on the Premises, during the Initial Term and any extensions thereof. Subject to the Owner's written approval and the approval of all applicable governmental authorities having jurisdiction over signage, the Tenant may, at its sole cost and expense, install signage the size, design, exact location and type of construction of which shall conform to and be subject to any applicable governmental authority including the Owner's approval to be given at its sole discretion. The Tenant shall, at its cost, maintain such approved signs in good order, condition and repair. The Tenant will remove all signs at the termination of this Agreement and will repair any damage caused by such removal to the Owner's satisfaction.

34. **MEMORANDUM OF LEASE, RECORDATION:** The Parties will at any time, at the request of either of them, promptly execute an instrument in recordable form, which will constitute a short form "Memorandum of the Lease" setting forth a description of the Premises, the Effective or Commencement Dates, the Term of this Agreement and any other portions thereof, excepting the rental provisions.

35. **RECITALS:** The recitals to this Agreement are true and correct and are incorporated herein by this reference.

36. **EXHIBITS:** The Exhibits annexed hereto are true and correct and are incorporated herein by this reference.

37. **QUIET ENJOYMENT:** Subject to the terms, covenants and conditions of this Agreement, the Owner covenants and agrees that Tenant may peacefully and quietly have, hold, and enjoy the Premises without hindrance, ejection or molestation by any person lawfully claiming under Owner.

38. **ENTIRE AGREEMENT:** This instrument constitutes the entire Agreement between the Parties, and it shall not be amended, altered, or changed except by a written agreement executed by the Parties hereto.

39. **TIME PERIODS:** For purposes of all time requirements and limits hereunder, any time requirement reference to days other than "business days" shall mean actual "calendar days" which shall include each day after the day from which the period commences. All time requirements referenced as "business days" shall include each day after the day from which the period commences excluding any

Saturday, Sunday or legal holiday. If the final day of any such time period falls on a Saturday, Sunday or legal holiday in the jurisdiction where the Premises is located or the jurisdiction to which notices to the Parties are to be sent, such period shall extend to the first business day thereafter.

40. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of fire or other casualty, strikes, lockouts, labor troubles or shortages, material shortages, any moratorium or other governmental or court imposed restrictions, riots, criminal acts, food borne illness, insurrection, war, adverse and unusual weather conditions, vandalism, defective materials or work by third party contractors, jobsite accidents, the breach of the other party of its obligations under this Agreement, or other reason of like nature beyond the reasonable control of the party delayed in such performance (each a "Force Majeure Event"), then (a) the period for performance shall be extended by the period of time equivalent to the delay caused by such Force Majeure Event or (b) performance shall be excused during the period of non-performance caused by such Force Majeure Event, as applicable. Notwithstanding the foregoing, any extension of time for a Force Majeure Event shall be conditioned upon the party seeking an extension of time delivering written notice of such Force Majeure Event to the other party within ten (10) days of the commencement of the delay caused by the Force Majeure Event. This Section shall not apply to any obligation to pay any sums due under this Agreement and the lack of the financial ability to perform shall not constitute a Force Majeure Event.

41. CONSTRUCTION OF AGREEMENT: This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting this Agreement. Each covenant, agreement, obligation, or other provision of this Agreement shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependent on any other provisions of this Agreement unless otherwise expressly provided.

42. BROKERAGE: The Parties represent to each other that neither of them have had any dealings with any broker or agent in connection with this Agreement, it being understood and agreed that, each party will hold the other harmless and indemnify each other from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent in respect of this Agreement or the negotiation thereof with whom either party had dealings.

43. OWNER'S COOPERATION: Anything to the contrary contained herein notwithstanding, the Owner agrees to cooperate with the Tenant in connection with all of the various approvals and permits which the Tenant will be required to obtain from the Owner, or any of its various departments.

44. COUNTERPARTS: This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine shall be treated as an original document, the signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness: Marybeth Buckland
(print or type name beneath signature)

Witness: Nancy Johnson
(print or type name beneath signature)

OWNER: THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

By: Rosetta Bartell

Name: ROSETTA BARTELL
(print or type name beneath signature)

Title: Interim Executive Director

Date: 8/3/22

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Housing Authority Attorney

Signed, sealed and delivered in the presence of:

_____

Witness: _____
(print or type name beneath signature)

_____

Witness: _____
(print or type name beneath signature)

TENANT: CITY OF FORT PIERCE, A MUNICIPAL CORPORATION

By: _____

Name: _____
(print or type name beneath signature)

Date: _____

Attest:

By: _____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

By: _____
City Attorney

EXHIBIT TO AGREEMENT

EXHIBIT "A" Insurance Requirements

Tenant shall maintain at all times during the lease term, at Tenant's cost, general liability insurance protecting Tenant and Owner against bodily injury and property damage claims and demands that may arise or be claimed on account of Tenant's use of the premises. The limit of liability for such coverage shall be at least One Million ($1,000,000.00) Dollars per occurrence, and One Million ($1,000,000.00) Dollars in the aggregate. In addition, the insurance policy must provide coverage of at least One Hundred Thousand ($100,000.00) Dollars for damages to rented premises. The insurance shall be written by a company or companies acceptable to Owner, authorized to engage in the business of general liability insurance in the State of Florida. Tenant shall provide to Owner annual certificates of insurance demonstrating that the insurance is current and upon written request from Owner copies of any insurance policies issued. The Certificate of Insurance shall provide that the carrier will provide thirty (30) day written notice to Owner before cancellation of the policy shall be effected. The provisions herein shall in no way or manner deny to Tenant the defense of sovereign immunity for the limitation of liability.

It shall be the sole responsibility of Owner to maintain property insurance coverage on the building and improvements on the demised premises, including all alterations and additions. Property insurance provided by Owner shall not be required to provide coverage for loss or damage to Tenant's contents. It shall be the sole responsibility of Tenant to provide property insurance coverage to pay for loss or damage to Tenant's contents in the demised premises. If Tenant elects to maintain such coverage on Tenant's contents such coverage shall be paid for by Tenant.

If Tenant fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Owner may obtain the insurance and the premiums for that insurance will be deemed additional rental to be paid by the Tenant to Owner on demand. In addition, a failure to furnish all necessary policies and certificates shall be considered a default under the terms of this lease.

The Tenant shall have any and all insurers of the Premises amend their policies to name The Housing Authority of the City of Fort Pierce, Florida as an additional insured during the term of this Agreement, and any extensions thereof. The Tenant shall provide Owner at the time of lease signing with written evidence that Tenant has complied with this obligation.

The Tenant shall notify The Housing Authority of the City of Fort Pierce, Florida within thirty (30) days of any change to the policies insuring the Premises, including but not necessarily limited to cancellation of the policy or lower of the policy coverage amounts during the term of this Agreement, and any extensions thereof.

Cassandra Davis

From: Diane Hobley-Burney
Sent: Friday, August 12, 2022 10:14 AM
To: Cassandra Davis
Cc: Jasmine Robinson
Subject: FW: FPHA/City of Fort Pierce, Florida New Lease - Leased Premises: 2304 Avenue I, Fort Pierce, Florida (RICH House)
Attachments: FPHA Letter 08-03-22.pdf

Please prepare a legal review for this. Thanks

From: Nancy Johnson <nancy.johnson@cfpha.org>
Sent: Wednesday, August 3, 2022 1:22 PM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>
Cc: tearley@cityoffortpierce.com; Linda Cox <lcox@cityoffortpierce.com>; Ricardo Gilmore <rgilmore@saxongilmore.com>; Rosetta Bartell <rosetta.bartell@cfpha.org>
Subject: RE: FPHA/City of Fort Pierce, Florida New Lease - Leased Premises: 2304 Avenue I, Fort Pierce, Florida (RICH House)

SECURITY CAUTION - this message is from outside FPPD. Please do not open links or attachments you are not expecting.

Chief Hobley-Burney,

Sorry for the inconvenience, but upon mailing the original I noticed I failed to execute the Lease Agreement, as a witness, thus please see the attachment.

Respectfully,

Nancy Johnson
Executive Administrator
The Housing Authority of the City of Fort Pierce, Florida
511 Orange Avenue
Fort Pierce, Florida 34950
(772) 429-6427
(772) 466-3528 (fax)

From: Nancy Johnson
Sent: Wednesday, August 3, 2022 12:37 PM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>
Cc: tearley@cityoffortpierce.com; Linda Cox <lcox@cityoffortpierce.com>; Ricardo Gilmore <rgilmore@saxongilmore.com>; Rosetta Bartell <rosetta.bartell@cfpha.org>
Subject: FPHA/City of Fort Pierce, Florida New Lease - Leased Premises: 2304 Avenue I, Fort Pierce, Florida (RICH House)

Chief Hobley-Burney,

Good afternoon.

Our records indicate that the lease agreement for 2304 Avenue I, Fort Pierce, is due to expire on September 15, 2022. Therefore, please see the attachment as our Agency has a new lease agreement.

Thank you for your continued assistance and I hope you have a pleasant day.

Respectfully,

Nancy Johnson
Executive Administrator
The Housing Authority of the City of Fort Pierce, Florida
511 Orange Avenue
Fort Pierce, Florida 34950
(772) 429-6427
(772) 466-3528 (fax)

This message (including any attachments) is confidential and privileged information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or coping of this e-mail, and any attachment(s) thereto, is strictly prohibited and may be punishable by law i.e. Electronic Communications Privacy Act (ECPA). If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof. Created by: The Housing Authority of the City of Fort Pierce.

This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, click here to report it.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

Received
AUG 26 2022
City of Fort Pierce
City Manager's Office

TO: C.D. Davis, A/Lieutenant

FROM: Tanya Earley, City Attorney TME

RE: R.I.C.H. House Lease Agreement Renewal

CAO RLS: 22-185

DATE: August 24, 2022

I have reviewed the attached request for legal services. The document is approved as to form and correctness with the following caveats:

1. There are blank spaces for the effective date, end date, and due dates for lease payments. I would advise that the parties ensure that all agree as to what dates are controlling before the document is fully executed; and

2. Although the City Manager executed an earlier version of this agreement (in 2018), I recommend placing this on the next agenda for the City Commission's approval and the Mayor's signature. The latter is more typical of how lease agreements are handled.

If I can be of further assistance, please do not hesitate to call or e-mail.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Diane Hobley-Burney, Chief of Police
Linda Cox, City Clerk

NCM

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**
			APPROVED AS TO FORM AND CORRECTNESS BY: _____ City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY	
Date Received:	8·17·22
Assigned To:	
File:	22-185
Due Date:	
Hours:	

RECEIVED
AUG 17 2022
City Attorney

Received
AUG 16 2022
City of Fort Pierce
City Manager's Office

REQUEST FOR LEGAL SERVICES

TO: CITY ATTORNEY

SUBMITTED BY: C. D. DAVIS, A/LIEUTENANT

THROUGH: DIANE HOBLEY-BURNEY, CHIEF OF POLICE

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER

DATE: AUGUST 12, 2022

RE: R.I.C.H. HOUSE LEASE AGREEMENT RENEWAL

Service Required: (please circle or underline)

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

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

SEE ATTACHMENT FOR ANSWERS TO QUESTIONS BELOW

1. **Brief statement of the nature of the request or problem:** (Provide description of the issue and what is being requested of the City Attorney's office.)

   The lease agreement between The Housing Authority of the City of Fort Pierce and the City of Fort Pierce (Municipal Corporation), for the premises of 2304 Avenue I is due to expire on September 15, 2022. Please review the new lease and provide comments or suggestions.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** (Discuss any issues related to the underlying matter to assist with the City Attorney's analysis.)

   N/A

3. **Time considerations and their significance:** (Note any deadlines, internal or external, that may affect the timeline for completion of the RLS, or may otherwise be pertinent.)

   The lease expires in 32 days, on September 15, 2022.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** (e.g., purchasing approval, Commission Approval at [date] Regular Meeting, finance approval.)

   N/A

5. **Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)

   - Location: 2304 Avenue I, Fort Pierce, FL 34950
   - Phase of Construction: N/A
   - Parties Involved: The Housing Authority of the City of Fort Pierce and The City of Fort Pierce, A Municipal Corporation

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** (Requestor should investigate the issue and gather all documents/information pertaining to the matter from any other related departments *prior* to submitting the request to this office):

   - Letter from The Housing Authority of the City of Fort Pierce
   - Email from The Housing Authority of the City of Fort Pierce
   - Lease Agreement

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**

   Prior City Attorney, or designee.

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

   a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

      The previous agreement was signed by City Manager Nicholas Mimms, and The Housing Authority of the City of Fort Pierce personnel.

   b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

      Insurance information for this agreement is provided by Risk Management.

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

Meeting Date: 10/03/2022

Re: Florida League of Cities 2022 Legislative Conference

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Mayor Linda Hudson to attend the Florida League of Cities 2022 Legislative Conference in Kissimmee, Florida from November 30, 2022 to December 02, 2022 in the amount of $821.15.

SUMMARY:

The Florida League of Cities Legislative Conference is a great resource for elected officials.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Linda Hudson, Mayor

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

Account: 001-1000-512-4020

Amount: $821.15

OTHER INFORMATION:

Budgeted funds are available.

Attachments

Travel Statement

Itinerary

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/28/2022 04:19 PM
Form Started By: Latoya Ransom		Started On: 09/21/2022 09:09 AM

Final Approval Date: 09/28/2022

REGISTRATION INFORMATION
2022 Legislative Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites Lake Buena
4955 Kyngs Heath Road
Kissimmee, FL 34746
407-597-4000

DATE: **09/20/22**

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 11/30/2022
3. RETURN DATE: 12/2/2022
4. DESTINATION: Kissimmee, FL
5. CODE CHARGE: **001-1000-512-40-20**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 11:00 a.m.
RETURN TIME: 12:00 p.m.
PURPOSE: FLC 2022 Legislative Conference

7. BALANCE AVAILABLE: **$6,000.00**

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:	275.00			
* HOTEL BILL: Confirmation # 82671479	356.39			
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				
BREAKFAST @ $8.00			0.00	
3 LUNCH @ $8.00			24.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			3.08	
15% GRATUITIES			6.60	
TOTALS	631.39	0.00	189.76	

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: Linda W. Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/19 DLN

FLC
FLORIDA LEAGUE OF CITIES

Sign in Cart

FLC 2022 Legislative Conference

Register today for the **2022 Florida League of Cities Legislative Conference**.

The event will be held **November 30-December 2, 2022** at the **Embassy Suites Orlando - Lake Buena Vista South**.

Florida League of Cities President Jolien Caraballo, vice mayor of the City of Port St. Lucie, will preside over the conference where she will rally the membership in support of the League's 2023 Legislative Action Agenda.

You are essential to the League's legislative success. Join Florida's city leaders to discuss and learn about important issues, finalize and adopt our legislative priorities, and share ideas and strategies on collaborating with state legislators and finding common ground.

The registration fee for this event is **$275** and covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

We look forward to seeing you there!

Schedule of Events*

Wednesday – November 30, 2022

2:00 p.m. - 5:00 p.m.
Florida League of Mayors Forum: Social Media
Open to mayors only. For registration information, contact Rachel Embleton.

5:00 p.m. - 6:00 p.m.

Florida League of Mayors Reception

6:00 p.m. - 7:00 p.m.

Florida Black Caucus of Local Elected Officials Reception

Pre-registration required. Contact Nykierama Cooper.

Thursday – December 1, 2022

7:30 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 8:30 a.m.

Workshop

8:00 a.m. - 9:00 a.m.

First-Time Attendees' Speed Networking

8:30 a.m. - 9:00 a.m.

Advocacy Committee Organizational Meeting

9:00 a.m. - 10:00 a.m.

Workshop

10:00 a.m. - 12:00 p.m.

Legislative Policy Committee Meetings

Finance, Taxation and Personnel

Land Use and Economic Development

Municipal Administration

Transportation and Intergovernmental Relations

Utilities, Natural Resources and Public Works

12:15 p.m. - 1:45 p.m.

Keynote Luncheon

2:00 p.m. - 4:30 p.m.

Workshops

4:45 p.m. - 6:00 p.m.

Florida League of Cities Board of Directors Meeting

6:00 p.m. - 7:00 p.m.

Networking Event

Friday – December 2, 2022

7:30 a.m. - 11:00 a.m.

Registration Desk Open

8:15 a.m. - 8:45 a.m.

Federal Action Strike Team Organizational Meeting

9:00 a.m. - 10:00 a.m.

Legislative Committee Meeting

10:00 a.m. - 11:30 a.m.

Workshop

11:30 a.m. - 12:00 p.m.

Business Session

** Schedule subject to change. Check flcities.com for further updates.*

Hotel Information

The 2022 Legislative Conference will be held at the **Embassy Suites Orlando - Lake Buena Vista South**, located at 4955 Kyngs Heath Road in Kissimmee. The group rate is **$157/night** and all reservations include a complimentary cooked-to-order breakfast and complimentary reception. Self-parking is $13.00/day. Complete reservation instructions will be sent with your registration confirmation.

Cancellation Policy

Cancellations must be emailed to Melanie Howe by **5:00 p.m., Friday, November 18** to receive a refund of registration fees, minus a $25 administrative fee. Refunds will not be issued until after the conference and no refunds will be issued for early departure.

When 11/30/2022 12:00 PM - 12/2/2022 12:00 PM

Where Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd.
Kissimmee, FL 34746

Note: If there are additional registration options for this event, they will be shown below. To add an additional option, click the blue *Add* button to the left of the item(s). If there are no additional options available for this event, or additional options are available and you have successfully added the appropriate ones to the registration, click the gold *Proceed to checkout* button on the bottom right to continue on to the next registration step.

Sign in to register

Username

Password

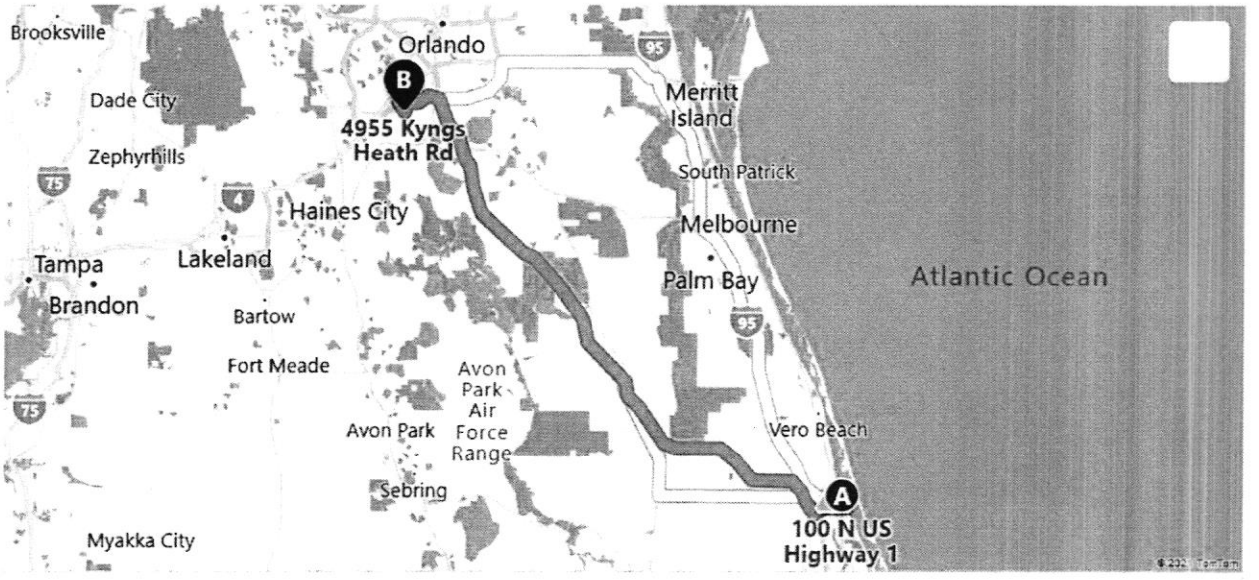
Sign In

Forgot username? | Forgot password?

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

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

Meeting Date: 10/03/2022

Re: Approval to Piggyback Sourcewell Contract No. 101221-SCA - Heavy Equipment Purchase

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval to piggyback the Sourcewell Contract No. 101221-SCA for the purchase of a New 900-ECO 12 -YD Truck Mounted Combination Sewer Cleaner, in the amount of $475,000, from Jet-Vac Equipment Company, LLC, Apopka, FL.

SUMMARY:

Maintaining our stormwater structures and facilities is essential to the stormwater management within the City. The public works department streets and drainage division uses a vacuum truck (vac-con) to perform routine maintenance or remove blockages within the stormwater system. Our current vac-con has aged and undergoes frequent maintenance, which is costly. Presently, the vac-con has been inoperable and the stormwater system maintenance or issues have been addressed by contract services. At times, there are delays due to contractor availability. In the event of emergencies or storm preparations and/or responses, the City does not have a vac-con to address critical structures or facilities.

The availability of a vac-con is estimated at over one-year. In addition, the cost is almost $600,000. The jet-vac is significantly cheaper and available within 4-months. A recent on-site demonstration of the jet-vac on cleaning services on areas within our stormwater system performed consistently well. The overall performance and quality of the equipment matched or exceed past performance of the vac-con equipment. The jet-vac price quote of $475,000 is based on the Sourcewell Contract No. 101221-SCA.

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

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Continue to use the continuing service contract or purchase from another vendor with a higher cost and longer lead time of over a year.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works Department - Streets and Drainage Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2022-2023
Account: 403-4300-538-6430
Amount: $475,000
FISCAL IMPACT:
The $475,000 will be taken from the SMU account.

Attachments

Jet-Vac Specification and Cost Proposal
Jet-Vac Price Quote
Vac-Con Price Quote

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/28/2022 04:11 PM
City Manager	Nick Mimms	09/28/2022 04:20 PM
Form Started By: Venetia Barnes		Started On: 09/21/2022 09:34 AM
Final Approval Date: 09/28/2022		

#120721-RVL

Sourcewell Formerly NJPA, Rapidview IBAK North America, and Jet-Vac Equipment Company, LLC have come together to offer the 30 minute equipment purchasing solution for your government agency.

Sourcewell Formerly NJPA has solicited bids on behalf of its members in the category of Sewer, Water and Industrial Inspection Cameras. Bidders were graded on a 1000 point scale in categories such as price, warranty terms, product quality, ecofriendly practices, value added attributes, and product selection. Based on its point total, Rapidview IBAK North America has been awarded contract #120721-RVL which includes access to the following types of goods and services:

- Professional Sewer, Water & Industrial Cameras
- Sewer Pipe Rehabilitation Robotics
- Sewer Inspection Software

The most commonly asked question is, “Am I able to use the results of this bid to purchase my equipment?” The answer is YES, and it is based on two important, but simple principles:

1. The joint powers provision, present in every state law, dictates that what two units of government can individually do for themselves, one can do for the other. In essence, Sourcewell Formerly NJPA has conducted a competitive bid, and your government agency can use the results.
2. Sourcewell Formerly NJPA is a government entity. All Sourcewell Formerly NJPA employees are public employees who are required to pay into the Public Employment Retirement Association (PERA) through payroll deduction.

After choosing your desired equipment and receiving a Sourcewell Formerly NJPA price quotation from Jet-Vac Equipment Company, LLC, simply follow these steps:

1. If your municipality or organization is not already a member, sign up for your no cost, no obligation membership by clicking the maroon “join now” icon on the Sourcewell Formerly NJPA home page: you will receive your membership number within 24 hours.
2. Issue a purchase order to Jet-Vac Equipment Company, LLC referencing Rapidview IBAK North America contract # 120721-RVL and your membership number.

That’s it! Sourcewell Formerly NJPA, Rapidview IBAK North America, and Jet-Vac Equipment Company, LLC will handle the rest

JET-VAC Equipment Company, LLC

FLORIDA SHERIFFS ASSOCIATION

Georgia®

NCSA COOPERATIVE PURCHASING PROGRAMS

Sourcewell

HGACBuy THE SMART PURCHASING SOLUTION

Date: 08/10/2022

Quoted To:
CITY OF FORT PIERCE
52 SAVANNAH ROD
FORT PIERCE FL 34954

Location: ORLANDO
Quote Number: Q00124
Expiry Date: 09/09/2022
Salesperson: RICKY DEBUSK
(561) 829-7203
ricky@jet-vac.com
Responsible: AMBER WILLIAMS
(803) 848-1138
amber@jet-vac.com

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

NEW 900-ECO 12 YARD TRUCK MOUNTED COMBINATION SEWER CLEANER 380,611.28
BY SEWER EQUIPMENT TO INCLUDE THE FOLLOWING:
Vacuum System:
4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack
Boom:
Telescoping Boom System
Telescoping Reach 17' 2" to 27' 2"
Hydraulic Powered Boom
180° Working Radius
Boom Joystick Control
Debris Tank:
12 Cubic Yard Capacity
Exten Steel Construction
Debris Level Indicator
Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"
Hydraulic Open/Close/Lock Door
Water System:
1300 Gallon Capacity Water Tank

Giant plunger style triplex 65gpm@ 2000psi w/30 min run dry
Black Duraprolene Water Tank Construction w/ 10 YR Warranty
Cold Weather Recirculation System
2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display
Front and Mid Ship Hand Gun Ports
Electrical:
NEMA 4 Control Panel
Hour Meter (Blower & Water Pump)
Military Spec. Sealed Switches
Truck:
Mounting to Approved Chassis
(1) Alum Toolbox 24"x42"x100" - Behind Cab
LED D.O.T. Approved Lighting
(2) Tow Hooks Front Bumper
Hose Reel & Hose:
Front Mounted Telescoping & Rotating
800' X 1" Hose Capacity
10' Leader Hose
Single Side Controls
Accessories:
(3) 8" x 6' Extension Tube
(1) 8" X 3' Extension Tube
(1) 8" x 6' Crowned Suction Nozzle
(1) 6" x 10' Flat Discharge Hose
(6) Quick Clamps
BB Hose Guide
Tri-Star (chisel point) nozzle
DD (high flow) nozzle
Finned Nozzle extension
Nozzle Rack (Mounted midship toolbox)
25' Fill Hose
Upstream Pulley Guide
Washdown gun
Cleaner, Tip,Torch,Small
(1) Hydrant Wrench
(1) Paper Owner's Manual
STANDARD OPTIONS TO INCLUDE:
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION
DIGITAL "SMART COUNTER" FOOTAGE METER
600FT SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE)
TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80 GPM @ 2000 PSI (includes drain valves)
DIGITAL WATER TANK LEVEL GAUGE
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)
FILL HOSE STORAGE RACK
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)
2" Y-STRAINER ON INLET FILL SYSTEM
CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)
"REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes (includes (2) 24""x18""x18"" boxes, (1) 63.75""x17.25""x12"" cabinet and (2) 4"" tubes)
"(2) 30""x18""x18"" passenger side toolboxes with retractable two-step ladder
EXPANDED METAL STORAGE BASKET DS FRAME RAIL (N/A, with DS water tank or anti freeze system)
"DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Note: Tied to vacuum relief and opens vacuum relief valve."
"MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have built-in levers for manual boom control)(Located at midship control panel)"

DUAL VARIABLE VACUUM CONTROL VALVE (Located at both hose reel & midship stations)
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)
WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote not in docking station)
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with monitor in cab)
(6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)
LED ARROW BOARD (factory standard)
LED MANHOLE AREA WORK LIGHT
LED CURBSIDE BODY MOUNTED WORK LIGHT
LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR
LED HANDHELD WIRELESS 12v/110v RECHARGABLE LED SPOTLIGHT W/ STORAGE
(4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended for use when dumping into containers)
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER
CENTRAL LUBRICATION SYSTEM
(2) TOW HOOKS REAR BUMPER

NEW WESTERN STAR TANDEM AXLE CHASSIS W/ 450HP DETRIOT DIESEL	145,765.00

Additional Charges

EQP SOURCEWELLDISCOUNT	-15,224.45
JET-VAC DISCOUNT	-39,151.83
EQP SHIPPING	3,000.00

Comments
SOURCEWELL Formerly NJPA CONTRACT #101221-SCA EXP 11/29/2025

Selling Price:	475,000.00
Tax:	
Net Selling Price:	475,000.00

Accepted by: **Prepared by:**

Mr. Keith Roberts
City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34982
Via email: kroberts@city-ftpierce.com
Copy: Mr. Chuck Penachio, email: cpenachio@city-ftpierce.com

January 26, 2022

Dear Mr. Roberts,

Please note: The Florida Sheriffs Contract has separate specifications for the Sewer Cleaner Body and Chassis. This proposal does not include the cost for the chassis.

Southern Sewer Equipment Sales is pleased to announce the opportunity for the City of Fort Pierce to purchase a new Vac-Con Sewer Combination Cleaner Body from the Florida Sheriff's Contract No. FSA20-EQU18.0, Specification #371.

The base Vac-Con model on Specification #371 includes the following items:

New Vac-Con Sewer Combination Cleaner Model VPD4211SHAE/1000 ***Dual Engine Design***
11 Cubic Yard, 3/16" Corten Steel Debris Tank
Full Opening Rear Door
Hydraulic Rear Door Locks, with Door Grabber and Safety Latch
5" Butterfly Valve with 10' Layflat Hose
Minimum 50 Degree Tank Dumping, Power Up/Power Down
Hydraulic Scissors Lift
827 Positive Displacement Blower, Rated at 4200 CFM @ 18 Inches of Mercury
Automatic Vacuum Breaker and Overfill Protection
8" Vacuum Intake Hose
Boom Travel Tie Down
80 GPM @ 2500 PSI Water System
Water Pump Drive: Gas Auxiliary Engine
1000 Gallon Fresh Water Capacity, Polyethylene Tanks
6' Aluminum Telescoping Hydraulic Boom, 270 Degree Rotation & Joystick Controls
Front Mounted Articulating Hose Reel, 800' x 1" Capacity, Hydraulic Power
400' of High Pressure Sewer Hose
30" Leader Hose

Hose Guide (Tiger Tail)
Wash Down Hand Gun, 20 GPM at 600 PSI with 25' of Hose and Nozzle
20' Aluminum Tubes with Quick Clamps
Sanitary Nozzle, Penetrator Nozzle
Fire Extinguisher
Triangle Kit
ICC LED lighting
Polyurethane Paint
12 Month Standard Warranty

Base Bid Price:	$309,653.00

Published Options:

Debris Body Options	
Upgrade to 12 Yard Debris Tank	$6,829.00
Gravity Drain System: Plumbing to Gate Valve at Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole	$2,394.00
Rear Splash Guard Tank Mounted 2-10 o'clock Position	$3,360.00
575 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	$17,247.00
Boom Options	
10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), *Replaces 6' Telescoping Boom Assembly*	$5,807.00
Hose Reel Options	
600' x 1" Hose Reel Capacity - **DEDUCT**	-$2,804.00
Hose Footage Counter	$736.00
500' Hose in lieu of 400'	$568.00
Auxiliary Engine Options	
Upgrade to Diesel Auxiliary Engine 6 Cylinder	$56,814.00
Auxiliary Engine Remote Oil Drain	$352.00
Water System Options	
Upgrade to 1300 Gallon Water Capacity	$6,829.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	$2,607.00
Hydro Excavation Package: 50' Retractable Hose Reel with 50' x 1/2" High Pressure Hose, Heavy Duty High Pressure Unloader Valve, Main Control Ball Valve & 72" x 1/2" Lance with Single Forward Spray Nozzle	$8,174.00
2 ½" Water Drain Gate Valve Assembly	$375.00
Debris Body "Power Flush" System, 8 Jets	$2,468.00
Variable Flow water system *(Includes 2 Additional Nozzles)*	$1,443.00
Lighting Options	
3 Sets of LED Flood Lights with Limb Guards, Locations: Boom, Mid-Body & Rear	$2,805.00
3 LED Beacon Strobe Lights with Limb Guards, Locations: 2) Mirror Mount, 1) Rear Tank	$3,534.00
Hand Held LED Spotlight	$762.00

LED Arrow Board	$4,739.00
4 Corner LED Strobe System: 2 on Front Bumper, 2 on Rear Frame	$2,429.00
Electrical Options	
Body Load Limit Alarm, Level Indicator	$869.00
Rear Camera System with Color Monitor *(includes 1 camera)*	$2,218.00
Back Up Alarm	$349.00
Low Water Alarm with Light	$646.00
Wireless Remote Control	$6,556.00
Miscellaneous Machine Options	
Cone Storage Rack	$530.00
Grate Lifting Hook	$567.00
Rear Mounted Tow Hooks	$449.00
Remote Boom Grease Zerk Assembly	$3,037.00
Remote Debris Tank Grease Zerk Assembly	$3,272.00
Nozzle Rack	$152.00
Pipe/Tool Storage	
3' x 8" Clear Extension Tube with Quick Clamp	$785.00
2) 5' x 8" Aluminum Extension Tube with Quick Clamp	$830.00
Unpublished Options: *(includes 1% discount)*	
Upgrade to 80 GPM @ 3,000 PSI Water System in lieu of 80 GPM @ 2,500 PSI	No Charge
Vacuum & Drive Option	$819.00
Circular Operator Handle	$342.00
Discount	-$33,154.00
PRICE FOR VAC-CON BODY:	$425,388.00
Estimate for Peterbilt Chassis:	$150,000.00
TOTAL PRICE:	**$575,388.00**

Final Model After Options: VPD4212LHAE/1300

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications must be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to the City of Fort Pierce. Please feel free to contact Drew Denmon at (772) 216-4351, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Office Manager

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

Meeting Date: 10/03/2022

Re: Emergency Purchase - Theatrical Dimming System Replacement for the Sunrise Theatre

Submitted For: Sharon Engle, Executive Director, Sunrise Theatre

---

SUBJECT:

Approve the emergency purchase of the Theatrical Dimming System for the Sunrise Theatre, from Rebekah's Dream, West Palm Beach, FL, in the amount of $66,111.00.

SUMMARY:

The Sunrise Theatre's theatrical dimming system needs to be replaced. The current dimming system was installed when the theatre was renovated in 2006. Several features in the old system are not working at full capacity, routinely shutoff and are inefficient with newer systems. Quotes were obtained from three vendors due to upcoming shows scheduled for the first week of October and currently the theartre does not have lighting. Rebekah's Dreams in West Palm Beach, FL is the lowest bidder for a new vari-lite dimming system.

RECOMMENDATION:

Three (3) proposals were received, City Electric Supply $150,986.22, Graybar $162,500 and Rebekah's Dreams $66,111 for the dimming vari-lite equipment. Staff request approval to award Rebekah's Dreams, West Palm Beach, FL in the amount of $66,111 to Rebekah's Dreams as the lowest bidder for the project.

ALTERNATIVES:

Find or use other vendor.

RESPONSIBLE STAFF:

Sharon Engle, Executive Director Sunrise Theatre

COORDINATED WITH:

Jeff Lovett, Director of Technical Operations Sunrise Theatre
Charlene Neuman, Financial Assistant Sunrise Theatre
Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022/23
Account:	40646005756320
Amount:	66,111

FISCAL IMPACT:

Capital Improvement item using Restricted Fund for FY2023 transferred to other improvements.

Attachments

City Electric Supply

Graybar

Rebekah's Dreams

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/28/2022 04:11 PM
City Manager	Nick Mimms	09/28/2022 04:22 PM
Form Started By: Anne Satterlee		Started On: 09/22/2022 03:43 PM
Final Approval Date: 09/28/2022		

CITY ELECTRIC SUPPLY

C.E.S. (Port St. Lucie)
655 NW Enterprise Dr, Port St Lucie, FL,
34986.

Phone: 772-871-0115
Fax: 772-871-0118
Email: PortStLucie0123@cityelectricsupply.com

QUOTATION

PSL/039672

Valid From: 22 Jul 2022
Valid Until: 25 Aug 2022

AAA Cash Sale
655 NW Enterprise Dr
Port St Lucie, FL
34986
Phone: 772-871-0115
Fax: 772-871-0118

Delivery Details:
AAA Cash Sale
655 NW Enterprise Dr
Port St Lucie, FL
34986

Entered by: David Belin
Sales Rep: Kathy Ferland
Account No.: 01239200001
Order Number: SUNRISE THEATRE

Qty	Item	Description	$ Price Per	$ Goods
1	STRAND LIGHTING	LOT PRICE	150896.22 1	150896.22

PLEASE REFER TO VARI-LITE STRAND
BILL OF MATERIALS - SUNRISE THEATRE

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

David Belin

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer’s return goods policy.
E&OE

CITY ELECTRIC SUPPLY

C.E.S. (Port St. Lucie)
655 NW Enterprise Dr, Port St Lucie, FL,
34986.

Phone: 772-871-0115
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Port St Lucie, FL
34986

Entered by: David Belin
Sales Rep: Kathy Ferland
Account No.: 01239200001
Order Number: SUNRISE THEATRE

Qty	Item	Description	$ Price Per	$ Goods

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

(QUOTE ONLY. NOT A RECEIPT) Goods Total: $150896.22
Tax Total: $9103.78
Total: $160000.00

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer’s return goods policy.

E&OE

3451 OLEANDER AVE
FORT PIERCE FL 34982-6537
Phone: 772-828-4300
Fax: 772-465-8905

To: CITY OF FT PIERCE
ATT: Finance Dept
PO Box 1480
FORT PIERCE FL 34954
Attn: Ted Geiger
Phone: 772-460-2200
Fax: 772-489-3194
Email: david.bockoras@graybar.com

Date: 07/22/2022
Proj Name: SUNRISE THEATRE
GB Quote #: 0241058819 Rev-1
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 07/01/2022
Valid To: 07/31/2022
Contact: DAVID BOCKORAS
Email: david.bockoras@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: PER U.S.COMMUNITIES CONTRACT # EV2370

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		**1 EA**	**VARI-LITE LLC**	**PER VARILITE BILL OF MATERIAL**		**$162,500.00**	**1**	**$162,500.00**

Item Note: **PER ATTACHED VARILITE BILL OF MATERIAL**
includes surface freight to the jobsite, along with system commissioning.

REVISED QUOTE: Neo Console from the Bill of Materials and replace it with an HES Road Hog 4-21 console.

Total in USD (Tax not included): $162,500.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF FT PIERCE
ATT: Finance Dept
PO Box 1480
FORT PIERCE FL 34954
Attn: Ted Geiger

Date: 07/22/2022
Proj Name: SUNRISE THEATRE
GB Quote #: 0241058819 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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SUNRISE THEATRE

The Best Entertainment on the Treasure Coast

THEATRICAL DIMMING SYSTEM UPGRADE

Prepared By:

Dreaming · Creating · Achieving
RD
Rebekah's Dreams
Entertainment & Production Services
Since 1999

September 4, 2022

Presented By:

Evan B. Narlinger, Project Manager

September 4, 2022

Dear Jeff,

We are very excited to share this submittal for your Theatrical Dimming System Upgrade.

We have compiled information within this submittal to help you understand this project's scope and clarify the function of every feature.

We strongly urge you to take some time and look over the cut sheets we have enclosed within this package to familiarize yourself with the equipment.

Thank you for the opportunity to collaborate with you on this project.

Sincerely,

Evan B. Narlinger
President

SALES@RDEPS.COM
WWW.RDEPS.COM
1029 N FLORIDA MANGO RD STE 5
WEST PALM BEACH, FL 33409
561.840.4071 SOUTH FLORIDA
321.203.0293 CENTRAL FLORIDA

DIMMING SYSTEM

DESCRIPTION[1,2,3,4,5]

Dimming systems play a critical role in lighting systems and are designed to meet the most demanding lighting environments. The dimming systems included in this proposal is scalable from a single room to large multi-building campuses and delivers unparalleled flexibility and maximum reliability.

[1] This System Quotation includes system commissioning by a local technician.

[2] This System Quotation is based upon Vari-Lite Strand's interpretation of a list of equipment provided by P&LS, dated 6/17/22 and updated per email 6/24/22, 7/19/22, 8/19/22 and 8/31/22.

[3] This quote is submitted based upon currently manufactured or available products outlined in the bill of materials (BOM) attached herewith. Vari-lite Strand reserves the right to substitute any products (Vari-lite Strand manufactured or third-party supplied) should said products in the BOM be discontinued or no longer available with products of equal or better specification and performance that meet the original intent of the quotation. In the event of product substitutions, Vari-Lite Strand will provide written notification to buyer.

[4] Vari-Lite Strand cannot be held responsible for contract documents not in their possession, nor can Vari-Lite Strand be held responsible for errors and omissions within the contract documents.

[5] Project voltage: 120V

DIMMING SYSTEM

CLARIFICATIONS • EXCEPTIONS • EXCLUSIONS

- *Conduit, wire and all terminations are by others*
- *Vari-Lite Strand assumes no responsibility for existing premises wiring.*
- *Except as specifically noted, all equipment is quoted with standard material, dimensions, color and finish.*
- *Except as specifically noted, control console display monitors, cables, receptacle stations,and other peripheral equipment shall be provided by others.*
- *Except as specifically noted, the main disconnect is not included, and shall be provided by others.*
- *Pipe and rigging, including booms, light ladders and tormenters, shall be provided by others.*
- *All load circuit power distribution equipment shall be provided by others.*
- *Emergency load transfer system (ELTS) cabinets shall be provided by others.*
- *Company switches shall be provided by others.*
- *Except as specifically noted, gridiron junction boxes, multiconductor cable, and associated strain-relief hardware shall be provided by others.*
- *Except as specifically noted, fixtures and/or fixture accessories and lamps are not included, and shall be provided by others.*

DIMMING SYSTEM

SYSTEM NOTES

- *Vari-Lite Strand requires that this equipment be installed per the National Electric Code and local building regulations. Wiring and use of junction boxes, raceways, etc., shall conform to national and local electrical codes, including provision of equipment grounding as required.*
- *Unless specifically stated above, all low voltage terminations are the responsibility of the installing Contractor.*
- *Unless specifically stated above, back boxes shall be provided by others.*
- *Network certification is not included in this quotation. Testing and certifying of fiber and copper cabling shall be provided by others.*
- *100% of the installed vertical and horizontal links shall be tested and certified from point to point by authorized and trained technicians. Vari-Lite Strand must review and approve the length, attenuation, continuity, near-end cross talk, wire map and attenuation cross talk ratio results of the testing before system commissioning can proceed.*

DIMMING SYSTEM

TERMS AND CONDITIONS

- *Due to global parts and components shortages, Vari-Lite Strand is experiencing increased parts unavailability. We are working to mitigate the impact to our customers; however, we are currently unable to commit to lead times when this quotation is created. Your Customer Service partner will keep you apprised of product availability upon receipt of the Purchase Order and/or project release date.*
- *Production requires one to eight weeks for shipment of equipment after Vari-Lite Strand receives written notice of production release.*
- *Prices quoted are FOB Dallas, Texas, and are valid for 60 days from the date on this document.*
- *Surface freight is prepaid, and included to the jobsite. Basic per-pound freight insurance is included with freight allowed. If full-value freight insurance is desired, it is available at additional charge and must be requested in writing on the order release request.*
- *Payment terms are Cash in Advance unless negotiated otherwise. All accounts must be paid and in good standing prior to system commissioning. All terms are subject to credit approval at the time of release and shipment.*
- *Vari-Lite Strand reserves the right to charge for submittal drawings prior to delivery.*
- *Release for manufacture and shipment of all equipment is required within 60 calendar days of submittal delivery. Orders not released within this period are subject to escalation charges.*
- *Orders placed and subsequently canceled, either in part or in whole, where drawings have been started, or the purchase of special materials has been made will be assessed a cancellation charge equal to 25% of the quoted price for standard items, 100% of the quoted price for custom items, or the actual charges incurred, whichever is greater. Custom-made items cannot be returned for credit after shipment.*
- *All negative change orders and back charges must be pre-approved by Vari-Lite Strand.*
- *The validity of our quotation and any resulting contract therefrom may be subject to the granting of a governmental export license. In the event that such a license or end-use statement is required, the buyer shall provide us with such document on first written request, the seller will contact immediately the buyer.*
- *In case the delivery of goods or services will be restricted or forbidden due to (changed) export control laws, rights and obligations of the customer will be suspended for the estimated duration of this (changed) export control law, or even the contract may be cancelled.*

- *Vari-Lite Strand's Terms and Conditions for Sale can be viewed at https://www.strandlighting.com/global/support/warranty*

DIMMING SYSTEM

SYSTEM QUOTATION

Rebekah's Dreams
Entertainment & Production Services
1029 N Florida Mango Rd · Suite 5
West Palm Beach, FL 33409
561.840.4071 · www.rdeps.com

JOB DESCRIPTION: Theatrical Dimming System Upgrade

INVOICE TO:	SHIP TO:	
Sunrise Theatre 100 N US Highway 1 Fort Pierce, Florida 34950 Attention: Jeff Lovett Phone: (772) 467-4121 Email: tech@sunrisetheatre.com	Sunrise Theater 117 S 2nd St Fort Pierce, Florida 34950 Attention: Ted Geiger Phone: Email: tech@sunrisetheatre.com	Job #: 736226-0 Date: 09/04/2022 Terms: DWO-Due With Order Order Status: Quote Only Quoted by: Angel Narlinger Email: angel@rdeps.com

C21 PROCESSORS AND MODULES

Quantity	Part Number	Description	Mfr
3	76700	Strand C21/EC21 Advanced Control Electronics processor assembly with single electronics, complete with processor, for use with C21 and EC21 dimmer rac	
10	76562BPR	20A Dual SSR Power Through Module. 350µs, DIM / ND / BYPASS	

CONTROL EQUIPMENT RACK

Quantity	Part Number	Description	Mfr
1	3-069-XXXX	Custom Control Enclosure Assembly, consisting of	
1		PART A - ENCLOSURE	
1		MidAtlantic DWR Series Rack, 16U, 22" depth	
1		Front Door, 16U rack	
1		DWR Series Rear Rail Kit, 16U rack	
1		Cover plate / Shelf Kit for DWR Racks	
1		Custom Engraved Rack Identification Panel (Strand Lighting Nameplate)	
4		Panel EIA 1-3/4" (1U)	
1		PART B - ETHERNET INTERFACE	
1		Netgear ProSafe GS728TP 24-port managed POE Switch, IEEE 802.3at	
1		MidAtlantic 1-space Brush Grommet Panel, BR1 (1U)	
1		CAT5 Ethernet Patch Panel, 24 Port	
24		Category 5 Patch Cord, 2'	
3		StrandNet Networking Node 8-Port POE rack mount	
1		PART C - VISION.NET INTERFACE	
1		DIN-rail Rackmount Interface panel, consisting of	
1		Vision.net DIN-rail rack-mount tray, 3U, 48SU, horizontal, containing	

CONTROL EQUIPMENT RACK Continued

Quantity	Part Number	Mfr	Description
1			Vision.net RS232 receptacle station w/ USB
1			Vision.net 4-way data splitter module, 6SU
1			Vision.Net Gateway
1			Vision.Net 1-port Gateway Module
1			Vision.net 4-port Digital I/O Module, 6SU
1			Vision.net DIN-rail Power Supply, 24V, 150W, 6SU
1			PART D - U.P.S.
1			Triplite Smart1000RM2U, 1000VA, (2U)

VISION.NET 10.1" TOUCHSCREEN STATIONS

Quantity	Part Number	Description	Mfr
2	95610	Vision.Net 10.1" Touchscreen, PoE, 24V DC, with mounting bracket for flush or surface mounting	
2	66825	Surface Mounting Box	

VISION.NET 10.1" TOUCHSCREEN STATIONS - PORTABLE

Quantity	Part Number	Description	Mfr
1	95610	Vision.Net 10.1" Touchscreen, PoE, 24V DC, with mounting bracket for flush or surface mounting	
1	95622	Portable Desktop Stand Enclosure	
1	96459	Ethernet RJ-45 cable, 25'	

CONTROL RECEPTACLE STATIONS

Stainless Steel Black Faceplate With Insert and engraving

Quantity	Part Number	Description	Mfr
1	54003-102	Receptacle, 1G, NET, w faceplate	
1	Notes	Note: Back boxes to be provided by others.	

NOTES

Quantity	Part Number	Description	Mfr
1		NOTE: Control console and wireless access point, if needed, to be provided by others.	

MANUFACTURER'S SERVICES

Quantity	Part Number	Description	Mfr
3		Electronic sets of operations manuals complete with "As-Built" drawings delivered within 4 weeks of system acceptance and commissioning.	
8		Electronic sets of "B" sized Submittal drawings for approval to be provided within 8 weeks of the acceptance of the purchase order.	
1		Vari-Lite Strand Standard limited warranty *from date of system commissioning, or 180 days of delivery, whichever occurs first. Equipment supplied by Vari-Lite Strand, but not manufactured by Vari-Lite Strand carries its original O.E.M. warranty through the manufacturer. Refer to official Vari-Lite Strand Warranty document for complete terms and details.*	

Sales Total:	**$66,111.00**
Subtotal:	**$66,111.00**
Job Total:	**$66,111.00**

DIMMING SYSTEM

DATA SHEETS

Strand C21 Dimming Modules
Strand Vision.net Touchscreen

Strand

C21 DIMMING MODULES

C21 Dimming modules represent the next step in future proofing a new or existing dimming system. With a choice of a wide range of modules to fit any application, from Convention dimmers, Power through bypass modules to state-of-the-art IGBT dimming. C21 Modules are interchangeable within a C21 rack allowing you complete flexibility of circuit allocation.

For modern installations, Power Through bypass modules provide a 350uS risetime Silicon Controlled Rectifier (SCR) dimmer in conjunction with a mechanical bypass relay for each dimmer. Each module has two individual recess mounted switches that allow for a manual switch between Dimmer or Relay so that there is never a mistake about how your system is set up.

IGBT dimmers provide effortless silent dimming, ensuring “filament sing” does not distract from the performance. While simple Non dim modules provide constant power where it is needed.

Strand

C21 DIMMING MODULES

BENEFITS

- Future proofing your lighting system for both incandescent and solid state or moving lights
- Flexible loading – when the lighting plot is consistently changing due to performance needs allowing for “mixed” circuiting between dimmed or relay controlled circuit
- When using a hybrid lighting plot of traditional fixed and moving lights or LED luminaires that need a relay controlled straight power circuit
- Any application that utilizes both standard forward phase SCR dimming and contact relay straight power

FEATURES

- Plug-in Modular Dimmer System
- IGBT, SSR, and Non-dim modules may be mixed in the same rack
- Dual 2.4kW & Single 5kW IGBT fully reporting dimmer modules with 1000Qs rise time (switchable between leading and trailing edge)
- Dual 20 amp SSR Dimmer Modules with 350Qs, 500Qs, or 800Qs filter chokes
- Single 6kW and 12kW SSR Dimmer Modules
- Contactor modules provide switched On/Off control for a wide range of loads
- Power Through modules offer:
  - On/Off relay activation through the control system
  - Dim/Non Dim switch on the face of each module
  - Power Thru modules are dual density
  - Dual back-to-back SCRs for each circuit
  - 350QS rise-time toroidal filters
  - High-density modular assembly front of module (set to DIM or ND)
- All dual and single modules are available with optional status reporting (Standard on IGBT modules, not available for Power Through Modules)
- Circuit Breaker design for improved trip indication and smooth faceplate, eliminating breaker damage in touring applications
- All dimmers are fully rated
- All circuit breakers are fully magnetic and designed for improved trip indication
- ETL and cETL listed

Strand

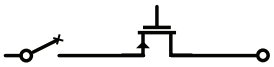
C21 DIMMING MODULES

POWER			
Operating voltage	120V		
Circuit protection	Magnetic circuit breakers		
DIMMER MODULES	**IGBT**	**POWER THRU**	**SSR**
Connection	plug-in	plug-in	plug-in
Power	Dual 2.4kW Single 5kW	Dual 1.8kW Dual 2.4kW	Dual 1.8kW Dual 2.4kW Single 6kW Single 12kW
Rise time	1,000µs at 2.4/5kW	350µs at 1.8/2.4kW 500µs at 1.8/2.4kW	300µs at 1.8kW 350µs at 2.4/6/12kW 450µs at 1.8kW 500µs at 2.4kW 700µs at 1.8kW 800µs at 2.4kW
Reporting	Standard	Option	Option
Modes	Forward / reverse phase dimmer	Forward phase dimmer, Bypass, or Non-Dim,	Forward phase dimmer
NON-DIM MODULES	**CONTACTOR**	**CONSTANT**	
Connection	plug-in	plug-in	
Power	Dual 1.8kW Dual 2.4kW Single 6kW	Dual 1.8kW Dual 2.4kW Single 6kW	
Switching	Mechanical relay	Always on	
Reporting	Option	Option	
PHYSICALS			
Construction	Heavy duty formed aluminium with heat sink		
ENVIRONMENT	**°C**	**°F**	
Ambient temperature	0–40	32–104	
Humidity	0% - 95% non-condensing		
DIMENSIONS (L X W X H)	**mm**	**in**	
Module	45 x 13 x 8.5	17.71 x 5.11 x 3.34	
WARRANTY & APPROBATIONS			
Warranty	2 years		
Approvals / Listings	UL / cUL recognized and ETL / cETL listed		

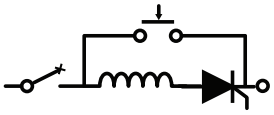
Strand

C21 DIMMING MODULES

IGBT DIMMER MODULES	ORDER CODE
C21 2.4kW Dual Reporting IGBT Dimmer Module, 1000µS Rise Time	**76592**
C21 5.0kW Single Reporting IGBT Dimmer Module, 1000µS Rise Time	**76593**

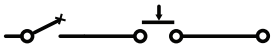


NON DIM POWER THRU / BYPASS MODULES	ORDER CODE
C21 Dual 1.8kW Dual Dim/Non-Dim /BP module with 350µs	**76551BPR**
C21 Dual 1.8kW Dual Dim/Non-Dim /BP module with 500µs	**76552BPR**
C21 Dual 1.8kW Dual Dim/Non-Dim /BP module with 350µs, Reporting	**76556BPR**
C21 Dual 1.8kW Dual Dim/Non-Dim /BP module with 500µs, Reporting	**76557BPR**
C21 Dual 2.4kW Dual Dim/Non-Dim /BP module with 350µs	**76562BPR**
C21 Dual 2.4kW Dual Dim/Non-Dim /BP module with 500µs	**76563BPR**
C21 Dual 2.4kW Dual Dim/Non-Dim /BP module with 350µs, Reporting	**76567BPR**
C21 Dual 2.4kW Dual Dim/Non-Dim /BP module with 500µs, Reporting	**76568BPR**

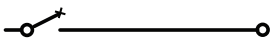


STANDARD MODULES	
C21 1.8kW Dual SSR Dimmer Module, 300µs Toroidal Choke, 120V	**76551**
C21 1.8kW Dual SSR Dimmer Module, 450µs Toroidal Choke, 120V	**76552**
C21 1.8kW Dual SSR Dimmer Module, 700µs Toroidal Choke, 120V	**76553**
C21 2.4kW Dual SSR Dimmer Module, 350µs Toroidal Choke, 120V	**76562**
C21 2.4kW Dual SSR Dimmer Module, 500µs Toroidal Choke, 120V	**76563**
C21 2.4kW Dual SSR Dimmer Module, 800µsS Toroidal Choke, 120V	**76564**
C21 6.0kW Single SSR Dimmer Module, 350µs Toroidal Choke, 120V	**76574**
C21 12.0kW Single SSR Dimmer Module, 350µs Toroidal Choke, 120V	**76585**

CONTACTOR MODULES (NON-DIM)	ORDER CODE
C21 1.8kW Dual Contactor Non-Dim Module, 120V	**76555**
C21 2.4kW Dual Contactor Non-Dim Module, 120V	**76566**
C21 2.4kW Dual Reporting Non-Dim/Contactor Module, 120V	**76571**
C21 6.0kW Single Non-Dim/Contactor Module, 120V	**76578**
C21 6.0kW Single Reporting Non-Dim/Contactor Module, 120V	**76583**



CONSTANT MODULES (NON-DIM)	ORDER CODE
C21 1.8kW Dual Constant Module, 120V	**76554**
C21 2.4kW Dual Constant Module, 120V	**76565**
C21 2.4kW Dual Reporting Constant Module, 120V	**76570**
C21 6.0kW Single SSR Constant Module, 120V	**76577**



Strand

C21 DIMMING MODULES

SPECIAL FUNCTION MODULES	ORDER CODE
C21 2.4kW Dual SSR/Non Dim Module, 350uS Toroidal Choke (Left), 120V	**76591-0001**
C21 2.4kW Dual SSR/Non Dim Module, 350uS Toroidal Choke (Right), 120V	**76591-0002**
C21 2.4kW Single 3 Wire Fluorescent Module, 120V with Reporting	**76591-0010**
C21 2.4kW Single 3 Wire Fluorescent Module, 120V	**76591-0012**
FILLER MODULES	**ORDER CODE**
C21/EC21 Module Filler Blank	**76588**
C21/EC21 Row Filler Blank	**76697**

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Ref: 76551-100-00

Strand

VISION.NET TOUCHSCREEN

Strand Vision.net touchscreens come with a variety of mounting options including surface or flush wall mounting, desktop and 19-inch equipment racks.

Working as part of a networked solution, they provide connectivity to existing control infrastructure products such as the Neo control console and the C21/EC21 dimming systems, providing a key part of an integrated approach to control systems.

The Vision.net graphical configuration tool allows “drag and drop” design and layout of control components on the screen, reducing the time needed for system design and implementation. The range is suited to manage the control of working light and house light, architectural control in entertainment spaces, corporate media suites and AV presentation suites, as well as cinemas, museums and conference spaces.

Strand

VISION.NET TOUCHSCREEN

FEATURES

- Screen can be powered by PoE+ or 24v DC power
- High resolution (1280x800) 10.1-inch display with PCAP touchscreen technology
- Active area of 216.96 x 135.60 mm (8.54 x 5.34 inches)
- 100Base-T (100Mbps Ethernet) connection
- Flush and surface mount kits available
- 19-inch rack mount and desktop mounting kits
- Larger screen sizes available using VESA interface and external monitor
- Optional lockable door kit
- “Touch latching” for buttons and faders
- Swipe paging and tabbed screens
- Password protection options
- Simple to support and change configurations via Ethernet
- Time server support
- Commands include (but are not limited to): Raise/Lower, Preset, Toggle On/Off
- Smart commands allow multiple system commands to be executed from a single button press
- Buttons may be shared with other screens and stations
- Optional Ethernet connectivity touchscreens can provide remote access to Strand Lighting NEO control consoles, C21, EC21 A21, and R21 dimming systems
- Bit-mapped backgrounds provide custom graphic displays, with invisible buttons to provide hot spots on graphics
- Sleek design of on-screen button and faders
- 2 USB ports for offline updates
- Nine-pin Phoenix connector for bridging to RS485 Vision.net data

BENEFITS

- Sleek, modern designed touchscreen is simple to install with multiple modular mounting options
- Fast to implement and deploy, via quick GUI design using Vision.net designer tools allowing for a “drag and drop” design with a straightforward approach, greatly reducing the time needed for system design and implementation
- Part of a distributive topology, reducing dependency over single point processing solutions
- Simple connection and powering using Ethernet infrastructure, with PoE+ power, or alternative low power network
- Fully scalable solutions, from simple room-based, to campus-wide applications, allowing for a buildable system expansion
- Easy installation elements with multiple modular mounting options

Strand

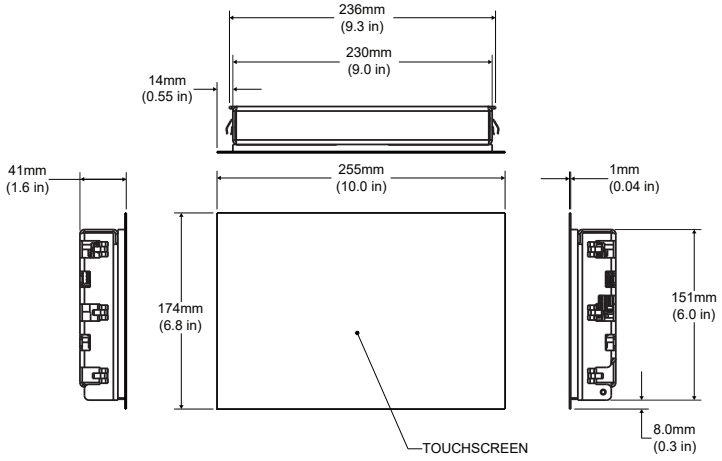
VISION.NET TOUCHSCREEN

TOUCHSCREEN		
Touch	Multi-point touch, PCAP	
Resolution	1280x800	
Colors	24-bit	
Viewing angle	Minimum of 80 degrees from all four sides	
Touch surface	7H hardness glass with anti-fingerprint oleophobic coating	
Storage and memory	8GB micro SD card, 2GB RAM	
Operating system	Anroid 6.0.1+	
POWER		
Operating voltage	24VDC or PoE+ (IEEE802.3at)	
CONNECTIONS		
PoE (IEEE802.3at)	1 x 1000BASE-T RJ45	
Phoenix RS485	1 x 9-way, power for Vision.net local link	
USB 2.0	2	
USB OTG	1	
DIN	1 x 9-pin RS232 (unused)	
HDMI	1	
ENVIRONMENT	**°C**	**°F**
Ambient temperature		
PHYSICALS		
Finish	Black	
Mounting	Flush, surface, rack, VESA*, desktop stand (*part number 95631 only)	
DIMENSIONS (H X W X L)	**mm**	**in**
10.1” touchscreen	174 x 255 x 41	6.8 x 10.0 x 1.6
VESA	58 x 108 x 60	2.28 x 4.24 x 2.39
Desktop stand portable	97 x 264 x 183	3.8 x 10.4 x 7.2
Rack plate	266 x 483 x 57	10.5 x 19 x 2.2
Flush mount	217 x 296 x 3	8.5 x 11.7 x 3.3
Surface mount	222 x 300 x 99	8.7 x 11.8 x 3.9
WEIGHT	**kg**	**lb**
10.1” touchscreen	0.95	2.1
VESA	0.86	1.9
Desktop stand portable	0.68	1.5
Rack plate	1.27	2.8
Flush mount	2.0	4.5
Surface mount	3.5	7.8
WARRANTY AND APPROBATION		
Warranty	2-year limited	
Approvals	EN60950, FCC 47CFR PT 15 SPT B, EN55032, CISPR 32 CSA C22.2#60950, IC ICES-003 (Canada)	

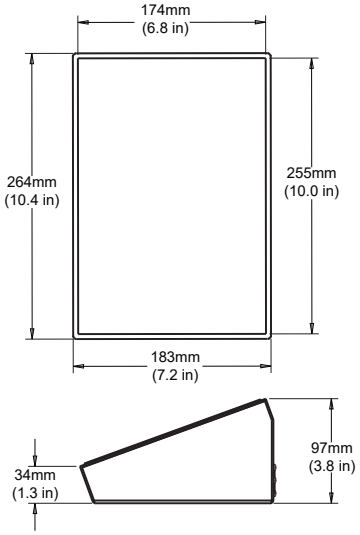
Strand

VISION.NET TOUCHSCREEN

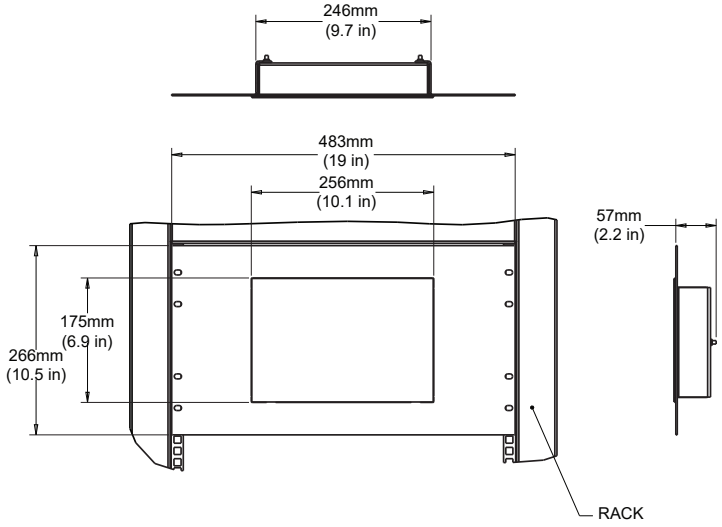
10.1" touchscreen



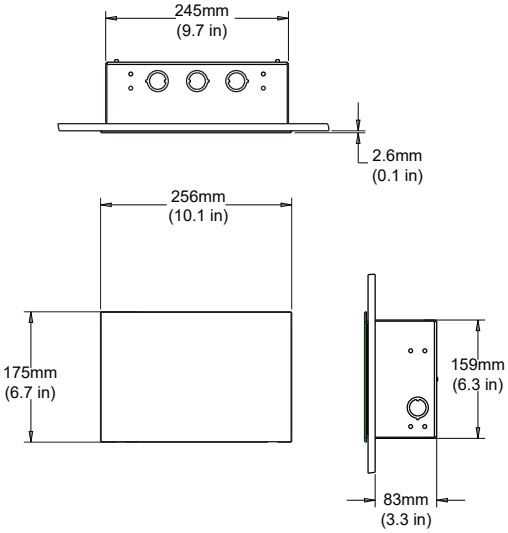
Desktop stand portable



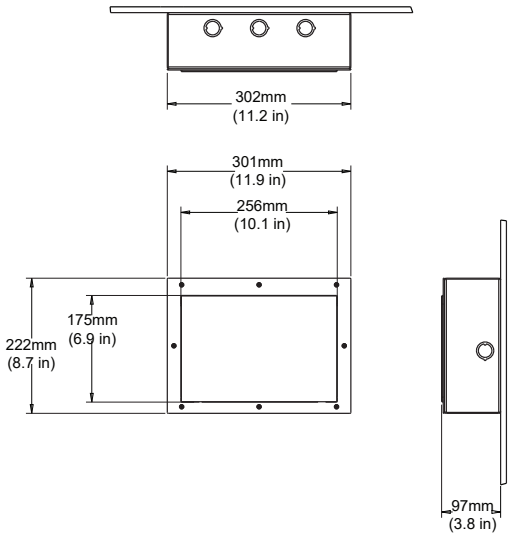
Rack plate



Flush mount



Surface mount



Strand

VISION.NET TOUCHSCREEN

PRODUCT NAME	ORDER CODE
10.1 inch Touchscreen assembly, compatible with Desktop Stand, 19” rack plate, flush or surface mount box accessories. For custom applications use with 10.1707.0501.	**95610**
Desktop stand portable	**95622**
4U 19” rack plate with mounting bezel	**95623**
Flush mounting box with mounting bezel	**66824**
Surface mounting box with mounting bezel	**66825**
Locking cover	**66830**
ACCESSORIES	
Mounting bezel (optional for custom applications)	**10.1707.0501**
Vision.net touchscreen processor electronics box (for use with external monitor)	**95631**
COMPATIBLE MONITORS	
15” monitor Required 7U rack plate	**ELO E331799** **10.1707.0113**
24” monitor	**DELL P2418HT** **PLANAR PCT2435**

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Ref: 95610-100-00

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

Meeting Date: 10/03/2022

Re: Sunrise Humane Society - Amending termination clause of the service contract.

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

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SUBJECT:

Approval of a First Amendment to the Service Agreement with the Sunrise Humane Society, amending the termination clause for an effective date of October 4, 2022.

SUMMARY:

The two parties have agreed to establish a termination date to allow for the operation of the shelter to be transferred to the City.

RECOMMENDATION:

Approve the amendment as presented.

ALTERNATIVES:

Amend the proposed amendement.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Sunrise Humane Society Board of Directors

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Termination of Service Agreement
Animal Shelter Management Update
Animal Shelter Operations Update
SHS Executed Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/28/2022 02:48 PM
Form Started By: Peggy Arraiz		Started On: 09/27/2022 05:34 PM

Final Approval Date: 09/28/2022

FIRST AMENDMENT TO
SERVICE AGREEMENT FOR SHELTER ADMINISTRATION AND ANIMAL CARE

THIS FIRST AMENDMENT to the Service Agreement for Shelter Administration and Animal Care is made, entered into, and effective this 4th day of October 2022, by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

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

WHEREAS, Article 12.0 of the Service Agreement provides for termination of said agreement upon a minimum of sixty (60) days' notice for cause and one hundred twenty (120) days' notice without case; and

WHEREAS, the Parties agree that is in the best interest of the animals housed at the Savannah Shelter to terminate the Service Agreement earlier and effective on October 4, 2022; and

WHEREAS, the Parties agree to amend the Service Agreement to provide for said early termination; and

WHEREAS, by mutual agreement of the Parties, shelter operations were transferred to the City effective October 1, 2022;

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

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

2. Article 12.0 of the Service Agreement is deleted in its entirety and replaced with the following Article 12.0:

ARTICLE 12.0 TERMINATION.

The Service Agreement shall terminate on October 4, 2022 (the "Termination Date"). After the Termination Date, neither party shall have any duty or obligation to the other under the Service Agreement.

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

ATTEST:

By: _____
Linda Cox, City Clerk

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date:_____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

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

_____
Notary Public signature

_____
Print name

My commission expires: _____

THE SUNRISE CITY
FORT PIERCE
ANIMAL CONTROL
Florida

TO : The Honorable Mayor and Members of the City Commission

THROUGH : Nicholas C. Mimms, P.E., ICMA-CM, City Manager

FROM : Peggy Arraiz, Director of Community Response

SUBJECT : **Animal Shelter Management Update**

DATE : September 28, 2022

On June 16, 2022, the Sunrise Humane Society (SHS) Board of Directors issued a letter to the City Commission requesting assistance filling the vacant shelter management position. The Commission agreed to their request and the budget was increased to $300,000 to provide for the manager and additional operational support under the direction of the City. Subsequently, the position was advertised, interviews conducted, and an offer made.

During the month of August and first week of September, staff began the transfer of operational duties as the original request was very specific for the City to fill the position prior to October 1, 2022. However, challenges were quickly encountered regarding the management of the facility resulting in a letter from the SHS on September 6, 2022 in which the Board of Directors expressed concern over their "losing control of the oversight of operations". Ultimately at a meeting on September 12, 2022 with two members of the Executive Board, Commission liaison Perona and me, the Board stated they no longer wished to have the City provide the management as previously requested but instead to provide the increased funding of $300,000.

This information was conveyed to City Manager Nick Mimms and the City Commission for consideration. The main issue of concern was that the budget increase was approved by the City Commission with the understanding that a city employee would be overseeing the operations. Without the support of the SHS Board of Directors for this position, considerable concern was raised regarding the Board's ability to provide a financially solid operation moving forward.

An offer was issued to the Sunrise Humane Society to transfer the full operations of the shelter to the City, with a request that they continue to work with us and advance their mission to support the shelter activities through continued fundraising and adoption events. The Board of Directors responded affirmatively with a few minor conditions, which staff will work through with the Board.

For consideration, are amendments to both the service contract and lease to provide for this agreed upon transfer of operations.

Items the City Commission and City Management considered:

- May 10, 2022 – SHS Budget projection showing a projected $114,000 revenue deficit for the year. *(attached)*
    - It is understood that this projection was due to the County leaving and the expected funding being removed.
- June 18, 2022 – Written request from the SHS Board of Directors for the City to hire a shelter manager. *(attached)*
- July/August 2022 – Staff and the SHS Executive Board met several times in which the funding deficit and proposed budget items were discussed as well as the expected job responsibilities of the proposed manager.
- August 29, 2022 – Email from Board Treasurer and financial report indicating a continued deficit and notification to the Board that there was only enough funding in the bank to cover the September 5th payroll. *(attached)*
- August 29, 2022 – The Board of Directors met and discussed the proposed contract that included the inclusion of a city employee in the position of shelter manager.
    - The Board did not approve the proposed contract.
    - They discussed the critical financial situation and enacting the 60-day termination, while also acknowledging that they did not have the funds to operate during those 60 days, which would mean defaulting on the existing contract.
    - They agreed to provide an answer to the City the following week with an update.
    - I emailed Mr. Mimms immediately after the meeting notifying him of the discussion and outcome. *(attached)*
- August 30, 2022 – Board President Dr. Kittams left a voicemail stating that the Sunrise Humane Society would be financially dissolving on Monday, September 5, 2022.
- September 5, 2022 – Letter from the Board of Directors indicating they have "secured funding to proceed with services through our current agreement and well into 2023". They additionally requested multiple amendments to the contract for the manager eliminating the management functions, which would be retained by the Board of Directors. *(attached)*
    - The City provided a response on September 6, 2022. *(attached)*
- September 12, 2022 – Meeting between members of the Executive Board and the City was held in which they provided the following information:
    - The funding to continue services included a single $25,000 donation to cover expenses and the reallocation of a previous $20,000 donation from its intended purpose of opening a surgery center to cover the cost for spay/neuter surgeries for the shelter animals.
    - A draft business plan and fundraising plan. *(attached)*
    - Their request for the full $300,000 funding without city oversight or manager.
- September 26, 2022 – The City sent a new management proposal to the SHS. *(attached)*
- September 26, 2022 – The SHS Board of Directors provided an affirmative response. *(attached)*

Sunrise Humane Society, Inc.

Budget Overview: SHS 10/2021 thru 9/2022 - FY22 P&L

October 2021 - September 2022

	TOTAL
Revenue	
CONTRACT REVENUE	
City of Fort Pierce	150,000.00
St Lucie County	105,435.19
Total CONTRACT REVENUE	**255,435.19**
Direct Public Support	
Business Contributions	7,800.00
Gifts In Kind - Goods & Services	136,700.00
Donated Utilities	9,000.00
Total Gifts In Kind - Goods & Services	**145,700.00**
Individual Contributions	62,400.00
Total Direct Public Support	**215,900.00**
Grants Foundations & Trusts	15,000.00
Interest Income	2.40
Service Revenue	
Adoption Donation	57,000.00
SHS Boarding Fees	5,820.00
SHS Service Fees	2,040.00
Total Service Revenue	**64,860.00**
Total Revenue	**$551,197.59**
GROSS PROFIT	**$551,197.59**
Expenditures	
Advertising & Marketing	960.00
Animal Care & Office Expenses	
Animal Care Costs	
Animal Care Feed	7,200.00
In Kind Food	3,000.00
Total Animal Care Feed	**10,200.00**
Animal Care Supplies	3,600.00
In Kind Animal Care Supplies	2,000.00
Total Animal Care Supplies	**5,600.00**
Medical Supplies	23,400.00
In Kind Medical Supplies	24,000.00
Total Medical Supplies	**47,400.00**
Total Animal Care Costs	**63,200.00**
Office Supplies & Software	
Computer Related Expenses	7,920.00
Office Supplies	6,900.00
In Kind Office Supplies	1,000.00
Total Office Supplies	**7,900.00**
Total Office Supplies & Software	**15,820.00**

Sunrise Humane Society, Inc.

Budget Overview: SHS 10/2021 thru 9/2022 - FY22 P&L

October 2021 - September 2022

	TOTAL
Total Animal Care & Office Expenses	**79,020.00**
Bank Charges & Fees	
Bank Fees	300.00
Merchant Fees	2,220.00
Total Bank Charges & Fees	**2,520.00**
Compensation Costs	
Payroll Taxes	55,786.00
Salaries, Wages	309,920.00
Workers Compensation Insurance	6,200.00
Total Compensation Costs	**371,906.00**
Consultants & Contracted Services	
Consultant Services	300.00
Donated Consultants & Services	106,300.00
Outside Medical Services	2,400.00
Veterinary Services (Op SOS)	48,000.00
Total Consultants & Contracted Services	**157,000.00**
Education &Outreach	
Printing & Composition	900.00
Total Education &Outreach	**900.00**
Insurance	6,600.00
Interest Paid	352.00
Legal & Professional Services	
Accounting Fees - Audit & Tax	5,040.00
Employment Background Checks	360.00
Legal Expense	1,200.00
Payroll Service Fees	5,700.00
Total Legal & Professional Services	**12,300.00**
Occupancy and Building Expense	
Building Lease	400.00
Furniture & Fixtures	5,100.00
Janitorial Supplies	2,700.00
Pest Control	2,100.00
Repairs & Maintenance	7,500.00
In Kind Bld Maintenance Supplies	400.00
Total Repairs & Maintenance	**7,900.00**
Utilities	5,000.00
Donated Utilities	9,000.00
Total Utilities	**14,000.00**
Total Occupancy and Building Expense	**32,200.00**
Taxes & Licenses	500.00
Travel & Events	
Continuing Education	1,200.00

Sunrise Humane Society, Inc.

Budget Overview: SHS 10/2021 thru 9/2022 - FY22 P&L

October 2021 - September 2022

	TOTAL
Total Travel & Events	**1,200.00**
Total Expenditures	**$665,458.00**
NET OPERATING REVENUE	**$ -114,260.41**
NET REVENUE	**$ -114,260.41**

100 Savannah Road
Sunrise Humane Society
Fort Pierce Florida

16 June 2022

Peggy Arraiz, Animal Control Manager
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Dear Peggy,

This letter is written on behalf of, and with the full knowledge of, the Sunrise Humane Society Board of Directors. As you are aware, the position of Animal Care Manager at the shelter has been vacant for more than 30 days. During this time we have been forced to evaluate the shelter operations and find that we are not able to effectively fill the void in management that exists.

While Dr. Kittams has, as alway, provided leadership oversight, however, we are over-burdening both she and the Operation SOS staff. We are in an untenable situation that can no longer continue.

The need to fill the vacant management position is paramount, although the complications of SHS hiring this position right now seem contrary to our contract negotiations. Without someone in this role, as soon as possible, we are concerned we will not be able to fully honor the terms of our contract between now and October.

The current discussion with the City regarding our October 2022 contract renewal includes the hiring, supervision, and management of a Shelter Director. SHS would not attract the same caliber of potential leadership that a City position would. We are asking for your help, seeking your immediate assistance and support. Would it be possible for the City to seek approval to immediately post the vacant management position, as a City position, and assist with the hiring to fill this critical position?

We understand that you are currently seeking consensus on the budget from the City Commissions and the Mayor, and that it will be the end of June before that happens. If we were to begin recruitment now, it would likely be the end of the month before someone could be hired at best.

Sincerely,

Debra C. Parsons

Debra Parsons-Drake
Board Treasurer

Peggy Arraiz

From: Sunrise Humane Society <accounting@sunrisehs.org>
Sent: Monday, August 29, 2022 1:37 PM
To: julie Kittams; Arnold Becky; Esempio Sharon; Morton Caitlin; tomperona@gmail.com; Shaw Diane; Nicholson Andrea
Cc: Peggy Arraiz
Subject: SHS Financials
Attachments: SHS Financial Report.pdf

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. .

Attached are the financials thru Saturday August 27, 2002.
The accounts payable include Operation SOS services and medical supply purchases thru Saturday plus we have the loan payment to be made.
We only paid the minimum on the credit card last month, making the credit card balance higher than normal.

Looking at balances, we will be able to cover the September 5th payroll only if we transfer the **final remaining available funds** from savings ($17,000), although we will have to continue to defer the credit card balances.

Deb

.

Management Report

Sunrise Humane Society, Inc.
For the period ended August 28, 2022

Prepared on
August 28, 2022

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Statement of Activity

October 1, 2021 - August 28, 2022

	Total
REVENUE	
CONTRACT REVENUE	
City of Fort Pierce	150,000.00
St Lucie County	105,435.19
Total CONTRACT REVENUE	**255,435.19**
Direct Public Support	
Business Contributions	12,550.59
Gifts In Kind - Goods & Services	
Donated AC Supplies	19,611.05
Donated Animal Food	1,633.15
Donated FPUA Utilities	17,863.10
Donated Maintenance Supplies	93.75
Donated Medical Supplies	20,242.32
Donated Office Supplies	437.73
Donated Professional Services	
Donated Comptroller	7,350.00
Donated Cremation Services	1,500.00
Donated Grounds Maintenance	9,000.00
Donated Legal Services	1,500.00
Donated Veterinary Services	56,250.00
Total Donated Professional Services	**75,600.00**
Total Gifts In Kind - Goods & Services	**135,481.10**
Individual Contributions	55,369.34
Donation Banks	56.85
Total Individual Contributions	**55,426.19**
Total Direct Public Support	**203,457.88**
Grants Foundations & Trusts	15,000.00
Interest Income	5.08
Other Types of Income	
Rebates	12.20
Total Other Types of Income	**12.20**
Service Fee Pass Thru	
FP Impound Fee	1,437.10
FP Licenses	1,378.00
PSL License	210.00
SLC Impound Fees	-4,441.00
SLC Licenses	2,529.00
Total Service Fee Pass Thru	**1,113.10**
Service Revenue	
Adoption Donation	65,555.26
SHS Boarding Fees	6,660.00
SHS Service Fees	2,450.00

	Total
Total Service Revenue	**74,665.26**
Total Revenue	**549,688.71**
GROSS PROFIT	**549,688.71**
EXPENDITURES	
Advertising & Marketing	574.68
Animal Care Costs	
Animal Care Feed	3,688.86
In Kind Food	1,633.15
Total Animal Care Feed	**5,322.01**
Animal Care Supplies	5,747.87
In Kind Animal Care Supplies	19,611.05
Total Animal Care Supplies	**25,358.92**
Medical Supplies	25,644.98
In Kind Medical Supplies	20,242.32
Total Medical Supplies	**45,887.30**
Total Animal Care Costs	**76,568.23**
Bank Charges & Fees	
Bank Fees	404.20
Merchant Fees	2,282.60
Total Bank Charges & Fees	**2,686.80**
Compensation & Staffing Costs	
Continuing Education	660.69
Employment Background Checks	269.55
Payroll Taxes	49,178.47
Salaries, Wages	234,044.54
Workers Compensation Insurance	7,761.60
Total Compensation & Staffing Costs	**291,914.85**
Consultants & Contracted Services	
Consultant Services	100.00
Donated Consultants & Services	
In Kind Comptroller	7,350.00
In Kind Cremation Costs	1,500.00
In Kind Veterinary Services	56,250.00
Total Donated Consultants & Services	**65,100.00**
Outside Medical Services	3,185.61
Transportation	3,250.00
Veterinary Services (Op SOS)	45,825.00
Total Consultants & Contracted Services	**117,460.61**
Education &Outreach	
Printing & Composition	653.83
Total Education &Outreach	**653.83**
Insurance	4,392.45
D & O Insurance	641.46
Total Insurance	**5,033.91**

	Total
Interest Paid	372.52
Legal & Professional Services	
Accounting Fees - Audit & Tax	710.00
Legal Expense	2,928.49
In Kind Legal Services	1,500.00
Total Legal Expense	**4,428.49**
Payroll Service Fees	5,825.95
Total Legal & Professional Services	**10,964.44**
Occupancy and Building Expense	
Building Lease	275.00
Grounds Maintenance	
In Kind Grounds Maintenance	9,000.00
Total Grounds Maintenance	**9,000.00**
Janitorial Supplies	1,959.46
Pest Control	1,050.00
Repairs & Maintenance	3,340.04
In Kind Bld Maintenance Supplies	93.75
Total Repairs & Maintenance	**3,433.79**
Utilities	
In Kind FPUA Utilities	17,863.10
Utilities - Comcast	2,038.96
Utilities - FPUA	2,000.04
Total Utilities	**21,902.10**
Total Occupancy and Building Expense	**37,620.35**
Office Supplies & Software	
Computer Related Expenses	3,929.33
Office Supplies	4,692.88
In Kind Office Supplies	437.73
Total Office Supplies	**5,130.61**
Total Office Supplies & Software	**9,059.94**
Taxes & Licenses	330.00
Total Expenditures	**553,240.16**
NET OPERATING REVENUE	**-3,551.45**
NET REVENUE	**$ -3,551.45**

Statement of Financial Position

As of August 28, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
Chase Checking	4,648.95
Chase Savings	37,506.42
Total Bank Accounts	**42,155.37**
Total Current Assets	**42,155.37**
TOTAL ASSETS	**$42,155.37**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	5,760.00
Total Accounts Payable	**5,760.00**
Credit Cards	
Chase 0066	4,720.67
Total Credit Cards	**4,720.67**
Total Current Liabilities	**10,480.67**
Long-Term Liabilities	
Operation SOS Loan	14,289.98
Total Long-Term Liabilities	**14,289.98**
Total Liabilities	**24,770.65**
Equity	
Retained Earnings	20,936.17
Net Revenue	-3,551.45
Total Equity	**17,384.72**
TOTAL LIABILITIES AND EQUITY	**$42,155.37**

Peggy Arraiz

From: Peggy Arraiz
Sent: Monday, August 29, 2022 6:25 PM
To: Nick Mimms
Cc: Jennifer Robinson; Janey Vanderhorst
Subject: SHS contract

Good afternoon Mr. Mimms,

I just attended the SHS Board of Directors meeting where they discussed the proposed contract with the City. The Board did not approve it. They are facing the reality of not being able to survive financially, even if the City was to advance the money.

They have not voted on the 60-day termination clause, but it was openly discussed. The bottom line is that they cannot afford to even continue for 60 days and may default on their contract. The Board agreed to brainstorm this week to try and find a way to at least make payroll for September and meet on Saturday to discuss. I was promised an answer by Monday, but as of tonight – 4 of the board members were for termination. Actually, from my viewpoint, only 1 of the board members showed any positivity for continuing.

Interviews are still scheduled for tomorrow morning. I am happy to discuss this further – as we need to decide how to move forward Tuesday night.

Best Regards,

Margaret M. (Peggy) Arraiz | Director of Community Response | City of Fort Pierce
Code Enforcement / Animal Control / Parking Enforcement
Phone: 772.467.3148 | 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

100 Savannah Road
Sunrise Humane Society
FORT PIERCE Florida

September 5, 2022

Good morning, Ms. Arraiz!

The Board of Directors held a meeting this weekend to work towards a collaborative resolution on the new Service Agreement. We have secured funding to proceed with services through our current Agreement and well into 2023. Also, we are diligently working on a projected budget and fund-raising plan so as to present to the new Administrator to begin work.

We are writing to request individual written responses, approved by the City Manager, Mr. Mimms, to the below queries for clarification on the role of the new Administrator and the new Contract.

1. **Human Resources:** It is our understanding from conversations directly with the new hire that she will not be performing HR duties due to being a 1099 contractor and not having liability insurance around the legality of covering HR tasks. When you initially mentioned the possibility of the new hire being 1099 vs. W-2, we did not realize this would be a consequence.

   There is concern that the new contractor has been hired outside of this expectation of the job description that was agreed upon, and we honestly do not have the budget to separately hire someone to manage the HR portion of the job spelled out in that description.

   What would it take for the City to be able to protect her for the HR portion of the position which is critically needed operational support? Is this possible?

2. **Clarity of Contractor Responsibilities and Term:** In addition to the above Human Resources responsibilities, we would like clarity around other Essential Job Functions the new hire will be taking on in General Administration, Shelter Management, and the other listed functions. Your email on September 1 mentioned that the City had pivoted in its hiring choice. There is concern that the 1099 contractor position will fall short of the original vision of this role, and we would like to gain a clear understanding of which areas this may affect.

   a. **Handing Off of Financial Responsibilities:** Specifically, will the new hire be taking over financial management to the extent that we originally hoped? (spelled out in job description)

b. **Contract Length and Agreement:** Since the new hire is a contractor, we believe it would be appropriate to understand the terms of her engagement. May we see the written contract?

3. **Confirmation of City-Paid Fixed Costs of Operation and Budget**: According to the proposed budget provided by the City of Fort Pierce, the following are some of the fixed costs of operation that will be covered by the City. This is not all-inclusive, as there are many other non-recurring vendor charges. As the items below are service agreements and invoices are currently in the name of Sunrise Humane Society, we need to confirm an orderly process for transitioning these vendors to the City effective by or before October 1, 2022. ***These changes would need to be made regardless of the execution of the SHS contract to ensure the operational transition to the City.***

Vendor	Charges	Frequency	Purpose / Line Item	Annual Estimates	
Vale Environmental	$175	monthly	pest control	$2,100	may change with add'l services
Crystal Springs	$60	monthly	office supply - bottles water for staff	$720	varies based on season / heat
Shelter Luv	$135	monthly	computer related expenses - animal database	$1,620	varies based on # of adoptions
Wix	$25	monthly	computer related expenses - email host	$300	based on limited email accounts
Wix	$500	annual	computer related expenses - ISP	$500	
Comcast	$190	monthly	Utilities - Comcast, telephone & internet	$2,280	
Fire Equipment & Services	$195	quarterly	Building Maintenance	$780	fire alarm monitoring
			TOTAL	**$8,300**	

Further details requiring confirmation based on the City's proposed budget:

There was a reduction in the SHS budget numbers for insurance costs, based on the City picking up a portion of those costs. We will need clarification of the City's intent for covering the building liability costs.

Please confirm that in the proposed budget the City has committed to:

- Animal care feed
- Computer related expenses
- Office supplies
- Employment background checks
- Staff training
- Printing
- Grounds maintenance – when will this begin?
- Furniture & fixtures
- Janitorial supplies
- Pest control
- Building repair & maintenance
- Utilities

4. **Section B.3.0, D2 of Service Agreement To Be Updated: (**Related to #3 above.) The proposed contract clearly states in section B.3.0d2 that the new administrator can negotiate contracts and make payments from SHS accounts for things that the budget says will be paid by the City (including, without limitation, contracts for telephone, cleaning, landscape care, vermin extermination and other services which are deemed necessary, up to $250/ occurrence or $750 aggregate). It says that "The Sunrise Humane Society agrees that all expenses will be paid out of the Sunrise Humane Society's operating account."

a. We are interested in modifying this contract item to match the proposed budget to make those items payable out of the City accounts per item #2 (which makes sense since the new hire is a city contractor now).

b. If there are purchases outside of the items the City is covering that SHS is responsible for that will impact operations in any way (i.e. spending of SHS money), we think it should be done in consultation with the SHS Board or its designee.

5. **Communication & Operations "In Consultation" with the BOD** - As we enter into this change with the new hire, one of the biggest fears of this board is losing control of the oversight of operations and what is going on at the shelter. To stay abreast of daily activities, we believe it is appropriate to establish a clear understanding of communication protocols and procedures for consultation with the BOD.

a. The new contract Section B.3.0 A2 lists everything that shall be done in "in consultation with the Sunrise Humane Society Board of Directors."

i. We would like to define "in consultation with the Board of Directors" for clarity. This should be modified to mean the full Board of Directors or the Board's designee. We want this to mean that all operational changes, contracts, and costs have to be pre-approved by the Board of Directors or their designee.

b. To keep all parties on the same page, we ask that communications of execution of BOD-approved operational changes, contracts, or costs by the new administrator be emailed to all members of the board and the Kennel Manager within a reasonable amount of time.

We appreciate you taking the time to consider our questions and concerns, and we look forward to working together on these items. Please do not hesitate to reach out for clarifications on any of the above items!

Best regards,

Sunrise Humane Society Board of Directors

THE SUNRISE CITY
FORT PIERCE
ANIMAL CONTROL
Florida

September 5, 2022

Sunrise Humane Society
Board of Directors
100 Savannah Road
Fort Pierce, FL 34950

Re: FY 2023 Contract Negotiations

Dear Board Members,

The City of Fort Pierce has an existing contract with the Sunrise Humane Society that remains in effect today. Included in that contract, Section 2.2 states that upon expiration of the initial term, the agreement would automatically renew, with all the existing terms and conditions. That contract is for the amount of $135,000.00, although we fully acknowledge that we have been funding the SHS at an annual rate of $150,000.00. Therefore, per our City Manager, until a new contract is agreed upon and signed by both parties, the current rate of $150,000.00 shall continue.

Below are the direct answers, as reviewed and approved by Mr. Mimms, to your inquiries:

1. Human Resources – Yes, the City through its Shelter Administrator will be overseeing and managing the staff.
2. Clarity of Contractor Responsibilities and Terms – The job functions of the Administrator will be those provided in the proposed contract. A copy will be provided once the contract is finalized.
3. Confirmation of City-Paid Fixed Costs and Operation and Budget – The most recent budget provided by your Board Treasurer on August 29, 2022 does not indicate any “city paid fixed costs” other than the line item titled “Contract with COFP for Administration”. No, the City is not responsible for any of the items listed in your letter.
4. Section B.3.0, D2 of Service Agreement to be updated: (Related to #3 above) –
    a. As stated above, there are no “items” payable by the City. The City does not agree to this proposed amendment to the contract.
    b. If the Administrator is responsible for receiving approval from the Board of Directors or their designee for <u>all</u> purchases, regardless of how small the price, then the Board of Directors is acting as the Administrator, which is contrary to our understanding of the proposed agreement.
    c. The City does not agree to this proposed amendment to the contract.

5. Communications and Operations “In Consultation” with the BOD –

    a. You state in your letter “one of the biggest fears of this board is losing control of the oversight of operations and what is going on at the shelter”. However, that was exactly the intent of this collaborative effort. Paragraph B.2.0 – Appointment states “The Sunrise Humane Society hereby delegates to the City the management of day-to-day business affairs and operations of the Savannah Shelter”, which was reviewed and approved by the Board in July of this year.

    b. Additionally, in my email to your Board President and Treasurer on July 7, 2022, discussing the proposed contract and terms, I clearly state “If it is the SHS Board’s understanding that the City will simply hire someone who will only do what the BOD says, without any input from the City, then this is not going to work.” And again, was reviewed and approved by the Board.

    c. The City does not agree to these proposed amendments to the contract or to the proposed policy.

In closing, the City presented the proposal of providing a shelter administrator to assist the Sunrise Humane Society as a way for both organizations to overcome challenges the SHS had employing qualified personnel in this position. It was with a mutual understanding that the operations would be handled by the City and a City employee in a way that fulfilled the Board’s mission. However, this is not the current understanding based upon your recent correspondence.

As time is of the essence and an amended contract must be presented to the City Commission at their meeting September 19, 2022 in order to be in effect October 1, 2022, I will be happy to meet with the executive board in an attempt to resolve these matters.

Best Regards,

Margaret M. Arraiz
Director of Community Response

September 26, 2022

Sunrise Humane Society
Board of Directors
100 Savannah Road
Fort Pierce, FL 34950

Re: New Management Proposal

Dear Board Members:

The City of Fort Pierce has received and reviewed your request for an increase in funding and your desire to move forward independently without the previously requested City provided shelter manager. As part of our consideration process, we have also reviewed your proposed Business Plan and Fund-Raising Plan, which was provided at the request of Commissioner Perona on behalf of the City Commission.

After careful review of past practices and the current state of the shelter, including the fact that staffing has been severely cut back, reducing what the City views as appropriate care for the animals, as well as your proposed future plans, the City continues to have grave concerns regarding the future financial stability and overall operation of the organization if a management change is not implemented.

As such, the City presents the following for your consideration:

1. In lieu of the City enacting the 'for cause' 60-day termination clause of the service agreement, due to documented financial difficulties, the two parties agree to an amicable and cooperative transfer of the shelter management and administration to the City of Fort Pierce.
    a. The City will immediately provide leadership to the operations of the facility through our contracted employee.
    b. The City will begin transitioning SHS staff to City employees.
    c. The City will assume all operations, including the daily care of the animals.
    d. The City will assume all maintenance responsibilities.
2. The City does not wish to terminate its working relationship with the Sunrise Humane Society Board, but instead wish to further its goals by relieving the Board of the

administration and management of the day-to-day operations, so that it may focus its full attention to the Board's mission, which is to care for the animals in the shelter and serve the Fort Pierce community. As part of this transition, the City requests the following:

a. The Board will continue its work to advance the overall vision of the shelter and promote the needs of the animals in its care.

b. The Board will continue its efforts to rehome the animals in the shelter by coordinating the transport of animals to outside organizations that can assist with finding good and quality homes.

c. The Board will continue its fund-raising efforts and other activities that support the shelter and its operations.

On behalf of the City Commission, management, and staff of the City of Fort Pierce, we thank you for all your hard work and dedication to our citizens and our animals. We appreciate you stepping forward when the need was the greatest and acknowledge that you did an admirable job under very challenging conditions. However, at this juncture, the City does not believe the current arrangement between the City and the Sunrise Humane Society is on a course that will provide the best benefit to the animals, which is our primary focus.

We hope to continue our working relationship with the Board and all parties that have a vested interest in the shelter and the animals through this newly proposed arrangement and look forward to hearing from the Board on its decision.

Sincerely,

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

NCM:pa

c: Mayor & Commissioners
City Clerk
City Attorney
Community Response Director

100 Savannah Road
Sunrise Humane Society
Fort Pierce Florida

September 26, 2022

Dear City of Fort Pierce Representatives:

Regarding the letter from Nicholas Mimms, Fort Pierce City Manager, dated September 26, 2022, the Sunrise Humane Society is prepared to move forward as outlined with the following caveats:

Item 1, b

- Sunrise Humane Society is financially able to pay staff through the close of business on September 30, 2022. The final payroll we are capable of funding will be made on October 4, 2022. **It is imperative that the City transition staff effective October 1, 2022.**
- To avoid further staff attrition, we would propose Lorin, Peggy, and Dr Kittams meet with staff as soon as possible to jointly make this announcement. SHS recognizes that this as a positive opportunity for staff and will assist with staff retention. If announced independent of SHS, (Peggy or Lorin) we are concerned of staff shortages in caring for the animals.

Item 1, c

- The City will legally transition ownership of all animals on property as of October 1, 2022. Without SHS control and oversight, the animals in care will be admitted, cared for, euthanized, transferred and adopted out under the authority of City employees.
- Does the City imply that financial management is a part of operations?
- Sunrise Humane Society, without funding under a contract with the City, is not able to maintain existing vendors and agreements. We are not financially prepared to incur any further debt. All available funds will be exhausted to recover from current indebtedness.
- We will work with the City to transition all vendor accounts to City control effective October 1, 2022.
- The City operated and managed shelter will manage accounting and financial responsibilities internally.
- Sunrise Humane Society, Inc. as a licensed 501.c3, will only manage donation processing and subsequent distribution to the City.

Item 2, a

- This implies the animals will still be under the care of Sunrise Humane Society. Without control and oversight, the City needs to accept “ownership” of the animals (see Item 1, c above). The animals in care will be admitted, cared for, euthanized, transferred and adopted out under the authority of City employees.

As of October 1, 2022, we no longer have a contractual relationship with the City, nor any financial commitment from the City for our services. With the changes proposed, the Board of Directors is disinclined to present the Sunrise Humane Society as being the operating entity of the Shelter. While we are considering continuation of non-profit operations, it would transition to be solely for the purpose of "A Friends of the Shelter". To the extent reasonable, we would continue to promote the needs of the shelter to the public with fundraising efforts and other activities to support the shelter operations.

We understand that this will require full transition of operational cash flow (adoption, impound, licensing, etc) to the City. Transactions through ShelterLuv, our software program, are currently generated as donations. Does the COFP have in-place a software program to handle the adoption fees/licensing/other cash-flow as those as of October 1 will be the property of COFP? All donations currently accepted at the shelter will need to be directed to Sunrise Humane Society. We also need to understand the transition of the email accounts, phone lines, website, animals in Foster homes under medical supervision, social media accounts, and what to do with donations that come in after October 1 as COFP is not a nonprofit to accept said-donations. This process will require collaboration to implement immediately by Friday, September 30. Lastly, we are asking for a collaborative approach to media/Volunteers: what will be the consensus story?

Thank you for your consideration. We look forward to moving the existing Shelter to the hands of the COFP. This will require a very coordinated plan on the part of COFP to engage the BOD in all the operational duties we have been performing in lieu of the Manager position we have been asking for over eighteen months, of which COFP will now reap the benefits of in addition to twice the funding. Lastly, we ask any negative commentary regarding the struggles we have been handed between COVID, The Great Resignation, the failure of contract negotiations between COFP and SLC resulting in SHS loosing 2/3 of its funding, the Housing Crisis, all these hurdles were no fault of this fledgling nonprofit the COFP readily employed to administrate their open-admission animal shelter 18 months ago…we ask COFP keep all commentary positive. We don't want a further dark cloud lingering over this Facility. The animals deserve better. We have done nothing more than outstanding work, including the $12k in permanent improvements to your building. Honestly, this facility has never had the wonderful care it has had under our watch. It is unfortunate half the Commission did not feel it worthy of even a tour to first-hand witness the ground-breaking work we accomplished. We close our books with $56k in our bank accounts in order to reimburse the recent donors, pay our last bills and outstanding loan payment….which is a far-cry from the poorly-run organization outlined in your recent letter. We took care of business, the animals and the public in a professional and kind manner. We have provided COFP with an amazing No-Kill animal shelter with heart. We are proud of our work and have no regrets.

Cheers,
Dr. Julie Kittams
SHS BOD President

THE SUNRISE CITY
FORT PIERCE
ANIMAL CONTROL
Florida

TO : Nicholas C. Mimms, P.E., ICMA-CM, City Manager

FROM : Peggy Arraiz, Director of Community Response

SUBJECT : **Animal Shelter Operations – Status Update**

DATE : September 28, 2022

Staff has been working diligently to complete the transfer of operations of the shelter from the SHS to the City within the timeline requested (October 1, 2022). Below is a summary of actions taken, current status and anticipated activities:

Storm update:

- Public works assisted yesterday by putting a pump in the 'A' building, which has historically flooded, and sandbagged the doors. No damage received as of this report.
- City staff responded this morning to assist SHS staff. All animals were in good condition and being cleaned/fed. Additional sandbags were delivered today.
- Several fosters stepped forward, including our new administrator, and multiple dogs have received temporary housing.

Insurance

- Our Risk Manager has contacted the FL League of Cities to provide liability insurance as of October 1, 2022. This is being reviewed due to the inherent dangers associated with an animal shelter to employees, volunteers, and visitors.

Staffing

- W-9s will be provided to all SHS employees to allow for continued operation of the facility while an on-boarding process is completed.
- A proposed staffing level needed to maintain the facility has been drafted. *(attached)*
- Staff is working on drafting new job descriptions for all the positions identified. The SHS has provided their existing job descriptions to assist with this task.
- The Director of Human Resources has been contacted and will be working with staff to facilitate this process.

Finances

- The Director of Finance and Chief Accountant have been contacted to assist with the financial obligations to support the operations of the shelter.
- A proposed budget has been drafted. It is not yet balanced, but it is a start. *(attached)*
- We have confirmed that the City is eligible to accept donations under IRS Code 170c1. However, we do hope to work with either the SHS or another non-profit to better enable donations.

Information Technology

- The Director of IT was notified of upcoming transition and is preparing for this project.
- The current animal control software includes a shelter module, but we are hopeful to coordinate with the SHS to transfer their existing software to the city so there is no loss of service. We are also looking into new software that will readily address the needs of both animal control and the shelter.
- A facility inspection has been requested to install a full camera system.
- IT needs are still being assessed.

Maintenance

- The Director of Public Works has been updated as to the transfer.
- Most facilities maintenance obligations were already allocated to Public Works.
- We have received the insurance information for their lawn care company and will begin that transfer.
- We will work on transitioning their pest control or will continue with our existing vendor.
- The facility will be rekeyed once the facility is transferred to the City.

Miscellaneous

- Proposed new branding/name – Fort Pierce Animal Care and Adoption Center. *(attached)*
- Proposed website (link to/from City website) – fortpiercelovesanimals.org
- A media message needs to be drafted.
- Staff needs to coordinate with the SHS regarding inventory and what items will be transferred with the operations.
- A mission statement and operation strategy are drafted – still to be finalized.
- Sample volunteer waiver has been provided by the Risk Manager. Still needs to be modified for the shelter.
- Policies and procedures need to be drafted.
- Vendors for supplies need to either be transferred from the SHS or identified.

Proposed Staffing:

Title	# of staff	Hourly Pay Rate	Annual Pay Rate	37% benefits	Total
Administrator	1		$ 75,000.00		$ 75,000.00
Shelter Manager	1	$ 15.00	$ 31,200.00	$ 11,544.00	$ 42,744.00
Animal Care/dogs - FT staff[1][2]	3	$ 12.50	$ 78,000.00	$ 28,860.00	$ 106,860.00
Animal Care/dogs - PT staff[3]	3	$ 12.50	$ 46,800.00		$ 46,800.00
Animal Care/cats - FT	1	$ 12.50	$ 26,000.00	$ 9,620.00	$ 35,620.00
Animal Care/cats - PT	1	$ 12.50	$ 15,600.00		$ 15,600.00
Office Manager	1	$ 15.00	$ 31,200.00	$ 11,544.00	$ 42,744.00
Office Staff - FT	1	$ 13.00	$ 27,040.00	$ 10,004.80	$ 37,044.80
Maintenance - PT	1	$ 13.25	$ 16,536.00		$ 16,536.00
			$ 347,376.00	$ 71,572.80	$ 418,948.80

[1] - 4 full-time positions are preferred to provide a floater/vet tech. Will need to stabilize budget to include.

[2] - 1 FT kennel worker per dog run plus 1 PT

[3] - 6 part-time positions are preferred - will attempt to utilize CORE (community service) participants.

Proposed Budget:

REVENUE			SHS 2022	Proposed
CHARGES FOR SERVICE				
xxx	xx	Adoption Fees	$ 57,000.00	$ 75,000.00
	xx	Impound Fees	$ 5,800.00	$ 10,000.00
	xx	Service Fees	$ 2,000.00	$ 5,000.00
MUNICIPAL CHARGES				
xxx	xx	License Fees	$ -	$ 15,000.00
	xx	Citation Fees	$ -	$ 10,000.00
MISCELLANEOUS REVENUE				
xxx	xx	Merchandise sales	$ -	$ 7,500.00
	xx	Business contributions	$ 7,800.00	$ 35,000.00
	xx	Donations	$ 62,400.00	$ 60,000.00
	xx	Fundraising Income		$ 40,000.00
	xx	Grants	$ 15,000.00	$ 25,000.00
TRANSFERS				
xx	xx	Transfer from General Fund	$ 150,000.00	$ 300,000.00
		TOTAL REVENUE		**$ 582,500.00**
EXPENDITURES				
Personnel Services				
10	10			
10	30			
10	40			
20	10			
20	20			
20	30			
20	35			
20	40			
		Total Personnel Services		$ 418,948.00
Operating Expenses				
xx	xx	Food	$ 10,200.00	$ 10,000.00
xx	xx	Animal supplies	$ 5,600.00	$ 5,000.00
xx	xx	Cleaning supplies	$ -	$ 3,000.00
xx	xx	Medical supplies	$ 47,400.00	$ 40,000.00
xx	xx	Veterinary services	$ 120,000.00	$ 100,000.00

EXPENSES (CONT)			SHS 2022	Proposed
xx	xx	Contract services (evaluation/training)		$ 10,000.00
xx	xx	Cremation services	$ 3,000.00	$ 3,000.00
xx	xx	Advertising	$ 960.00	$ 2,000.00
xx	xx	Marketing/Promotions		$ 5,000.00
xx	xx	Merchandise		$ 3,000.00
xx	xx	Memberships	$ -	$ 750.00
xx	xx	Education & Outreach	$ 900.00	$ 2,000.00
xx	xx	Office Supplies	$ 6,900.00	$ 2,500.00
xx	xx	Miscellaneous Expense	$ -	$ 2,500.00
		Total Operating Expenses		$ 188,750.00
		TOTAL EXPENSES		**$ 607,698.00**

FORT PIERCE ANIMAL CARE & ADOPTION CENTER

FIRST AMENDMENT TO
SERVICE AGREEMENT FOR SHELTER ADMINISTRATION AND ANIMAL CARE

THIS FIRST AMENDMENT to the Service Agreement for Shelter Administration and Animal Care is made and fully executed this 4th day of October 2022 with an Effective Date of October 1, 2022, by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

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

WHEREAS, Article 12.0 of the Service Agreement provides for termination of said agreement upon a minimum of sixty (60) days' notice for cause and one hundred twenty (120) days' notice without case; and

WHEREAS, the Parties agree that the Service Agreement should be terminated earlier and effective on October 1, 2022; and

WHEREAS, the Parties agree to amend the Service Agreement to provide for said early termination; and

WHEREAS, by mutual agreement of the Parties' staff, shelter operations were transferred to the City effective October 1, 2022;

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

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

2. Article 12.0 of the Service Agreement is deleted in its entirety and replaced with the following Article 12.0:

ARTICLE 12.0 TERMINATION.

The Service Agreement shall terminate on October 1, 2022 (the "Termination Date"). Beginning on October 1, 2022 the Sunrise Humane Society shall have no further obligation, financial or otherwise, to operate the Savannah Shelter. Any financial obligations incurred by the Sunrise Humane Society prior to the Termination Date shall be the sole responsibility of the Sunrise Humane Society. Electronic data maintained by Sunrise Humane Society in connection with the operation of the Savannah Shelter shall be considered proprietary property of Sunrise

Humane Society, except to the extent such data is subject to disclosure pursuant to Article 16.0 of the Service Agreement or subject to disclosure as a public record pursuant to Chapter 119, Florida Statutes. Article 16.0 of the Service Agreement shall survive the termination of the Service Agreement. Except as specified herein, neither party shall have any duty or obligation to the other under the Service Agreement after the Termination Date.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers.

ATTEST:

By: _____
Linda Cox, City Clerk

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

WITNESS MY HAND AND SEAL in the County and State aforesaid this 1st day of October, 2022.

_____
Notary Public signature

MARGARET M. ARRAIZ
Print name

MARGARET M ARRAIZ
Notary Public - State of Florida
Commission # HH 239086
My Comm. Expires Jun 7, 2026
Bonded through National Notary Assn.

My commission expires: 6/7/26

FIRST AMENDMENT TO
LEASE AGREEMENT FOR 100 SAVANNAH ROAD

THIS FIRST AMENDMENT to the Lease Agreement for 100 Savannah Road is made and fully executed this 4th day of October 2022, with an Effective Date of October 1, 2022 by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

WHEREAS, effective April 1, 2022, the City and the Sunrise Humane Society (the "Parties") entered into a lease agreement for the properly located at 100 Savannah Road (the "Lease Agreement"); and

WHEREAS, effective March 1, 2021, the Parties entered into a corresponding service agreement (the "Service Agreement"), whereby the Sunrise Humane Society agreed to operate an animal shelter at 100 Savannah Road (the "Savannah Shelter"); and

WHEREAS, the Parties agree that the Service Agreement should be terminated effective October 1, 2022; and

WHEREAS, by mutual agreement of the Parties' staff, shelter operations were transferred to the City effective October 1, 2022; and

WHEREAS, Article 15.0 of the Lease Agreement provides for the termination of the Lease Agreement upon a minimum of sixty (60) days' notice with cause and one hundred twenty (120) days' notice without cause; and

WHEREAS, the Parties agree to amend the Lease Agreement to provide for earlier termination of the Lease Agreement, effective on October 1, 2022;

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

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

2. Article 15.0 of the Lease Agreement is deleted in its entirety and replaced with the following Article 15.0:

ARTICLE 15.0 TERMINATION.

The Lease Agreement shall terminate on October 1, 2022 (the "Termination Date"). After the Termination Date, neither party shall have any duty or obligation to the other under the Lease Agreement. Sunrise Humane Society shall remove from the premises by October 15,

2022, all personal property owned by or donated to Sunrise Humane Society, as specified in the attached and incorporated Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers.

ATTEST:

By: _____
Linda Cox, City Clerk

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

WITNESS MY HAND AND SEAL in the County and State aforesaid this 13th day of October, 2022.

_____
Notary Public signature

MARGARET M. ARRAIZ
Print name

MARGARET M ARRAIZ
Notary Public - State of Florida
Commission # HH 239086
My Comm. Expires Jun 7, 2026
Bonded through National Notary Assn.

My commission expires: 6/7/26

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

Meeting Date: 10/03/2022

Re: Sunrise Humane Society - Amending termination clause of the lease agreement

---

SUBJECT:

Approval of a First Amendment to the Lease Agreement with the Sunrise Humane Society, amending the termination clause for an effective date of October 4, 2022.

SUMMARY:

The two parties have agreed to establish a termination date to allow for the operation of the shelter to be transferred to the City.

RECOMMENDATION:

Approve the amendment as presented.

ALTERNATIVES:

Amend the proposed amendment.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Sunrise Humane Society Board of Directors

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Termination of Lease Agreement
SHS Executed Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	09/27/2022 05:40 PM
City Manager	Nick Mimms	09/28/2022 02:47 PM

Form Started By: Peggy Arraiz Started On: 09/27/2022 02:35 PM
Final Approval Date: 09/28/2022

FIRST AMENDMENT TO
LEASE AGREEMENT FOR 100 SAVANNAH ROAD

THIS FIRST AMENDMENT to the Lease Agreement for 100 Savannah Road is made, entered into, and effective this 4th day of October 2022, by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

WHEREAS, effective April 1, 2022, the City and the Sunrise Humane Society (the "Parties") entered into a lease agreement for the properly located at 100 Savannah Road (the "Lease Agreement"); and

WHEREAS, effective March 1, 2021, the Parties entered into a corresponding service agreement (the "Service Agreement"), whereby the Sunrise Humane Society agreed to operate an animal shelter at 100 Savannah Road (the "Savannah Shelter"); and

WHEREAS, the Parties agree that is in the best interest of the animals housed at the Savannah Shelter to terminate the Service Agreement, effective October 4, 2022; and

WHEREAS, by mutual agreement of the Parties, shelter operations were transferred to the City effective October 1, 2022; and

WHEREAS, Article 15.0 of the Lease Agreement provides for the termination of the Lease Agreement upon a minimum of sixty (60) days' notice with cause and one hundred twenty (120) days' notice without cause; and

WHEREAS, the Parties agree to amend the Lease Agreement to provide for earlier termination of the Lease Agreement, effective on October 4, 2022;

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

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

2. Article 15.0 of the Lease Agreement is deleted in its entirety and replaced with the following Article 15.0:

ARTICLE 15.0 TERMINATION.

The Lease Agreement shall terminate on October 4, 2022 (the "Termination Date"). After the Termination Date, neither party shall have any duty or obligation to the other under the Lease Agreement.

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

ATTEST:

By: _____
Linda Cox, City Clerk

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date:_____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

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

_____
Notary Public signature

_____
Print name

My commission expires: _____

FIRST AMENDMENT TO
SERVICE AGREEMENT FOR SHELTER ADMINISTRATION AND ANIMAL CARE

THIS FIRST AMENDMENT to the Service Agreement for Shelter Administration and Animal Care is made and fully executed this 4th day of October 2022 with an Effective Date of October 1, 2022, by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

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

WHEREAS, Article 12.0 of the Service Agreement provides for termination of said agreement upon a minimum of sixty (60) days' notice for cause and one hundred twenty (120) days' notice without case; and

WHEREAS, the Parties agree that the Service Agreement should be terminated earlier and effective on October 1, 2022; and

WHEREAS, the Parties agree to amend the Service Agreement to provide for said early termination; and

WHEREAS, by mutual agreement of the Parties' staff, shelter operations were transferred to the City effective October 1, 2022;

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

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

2. Article 12.0 of the Service Agreement is deleted in its entirety and replaced with the following Article 12.0:

ARTICLE 12.0 TERMINATION.

The Service Agreement shall terminate on October 1, 2022 (the "Termination Date"). Beginning on October 1, 2022 the Sunrise Humane Society shall have no further obligation, financial or otherwise, to operate the Savannah Shelter. Any financial obligations incurred by the Sunrise Humane Society prior to the Termination Date shall be the sole responsibility of the Sunrise Humane Society. Electronic data maintained by Sunrise Humane Society in connection with the operation of the Savannah Shelter shall be considered proprietary property of Sunrise

Humane Society, except to the extent such data is subject to disclosure pursuant to Article 16.0 of the Service Agreement or subject to disclosure as a public record pursuant to Chapter 119, Florida Statutes. Article 16.0 of the Service Agreement shall survive the termination of the Service Agreement. Except as specified herein, neither party shall have any duty or obligation to the other under the Service Agreement after the Termination Date.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers.

ATTEST:

By: _____
Linda Cox, City Clerk

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

WITNESS MY HAND AND SEAL in the County and State aforesaid this 1st day of October, 2022.

_____
Notary Public signature

MARGARET M. ARRAIZ
Print name

MARGARET M ARRAIZ
Notary Public - State of Florida
Commission # HH 239086
My Comm. Expires Jun 7, 2026
Bonded through National Notary Assn.

My commission expires: 6/7/26

FIRST AMENDMENT TO
LEASE AGREEMENT FOR 100 SAVANNAH ROAD

THIS FIRST AMENDMENT to the Lease Agreement for 100 Savannah Road is made and fully executed this 4th day of October 2022, with an Effective Date of October 1, 2022 by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

WHEREAS, effective April 1, 2022, the City and the Sunrise Humane Society (the "Parties") entered into a lease agreement for the properly located at 100 Savannah Road (the "Lease Agreement"); and

WHEREAS, effective March 1, 2021, the Parties entered into a corresponding service agreement (the "Service Agreement"), whereby the Sunrise Humane Society agreed to operate an animal shelter at 100 Savannah Road (the "Savannah Shelter"); and

WHEREAS, the Parties agree that the Service Agreement should be terminated effective October 1, 2022; and

WHEREAS, by mutual agreement of the Parties' staff, shelter operations were transferred to the City effective October 1, 2022; and

WHEREAS, Article 15.0 of the Lease Agreement provides for the termination of the Lease Agreement upon a minimum of sixty (60) days' notice with cause and one hundred twenty (120) days' notice without cause; and

WHEREAS, the Parties agree to amend the Lease Agreement to provide for earlier termination of the Lease Agreement, effective on October 1, 2022;

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

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

2. Article 15.0 of the Lease Agreement is deleted in its entirety and replaced with the following Article 15.0:

ARTICLE 15.0 TERMINATION.

The Lease Agreement shall terminate on October 1, 2022 (the "Termination Date"). After the Termination Date, neither party shall have any duty or obligation to the other under the Lease Agreement. Sunrise Humane Society shall remove from the premises by October 15,

2022, all personal property owned by or donated to Sunrise Humane Society, as specified in the attached and incorporated Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers.

ATTEST:

By: _____
Linda Cox, City Clerk

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

WITNESS MY HAND AND SEAL in the County and State aforesaid this 13th day of October, 2022.

_____
Notary Public signature

MARGARET M. ARRAIZ
Print name

MARGARET M ARRAIZ
Notary Public - State of Florida
Commission # HH 239086
My Comm. Expires Jun 7, 2026
Bonded through National Notary Assn.

My commission expires: 6/7/26

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

Meeting Date: 10/03/2022

Re: Approval of Letter of engagement with GrayRobinson, P.A. for State Lobbyist Services

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

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SUBJECT:

Approval of Letter of engagement with GrayRobinson, P.A. for State Lobbyist Services in the amount of$ 54,000.00.

SUMMARY:

As part of the agreement with the City of Fort Pierce, GrayRobinson, P.A. will provide state lobbyist services to include the following: **(1)** Represent the City and its respective Boards before the Legislative and Executive Branches 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)** 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.

RECOMMENDATION:

Staff recommends approval of request.

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
City Attorney Tanya M. Earley
GrayRobinson, P.A.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2022
Account: TBD
Amount: $54,000

OTHER INFORMATION:

Funds are available in the 6000 Account Contractual Services.

Attachments

Letter of Engagement

Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore-Wells	09/27/2022 11:13 AM
Finance Department	Johnna Morris	09/28/2022 04:11 PM
City Manager	Nick Mimms	09/28/2022 04:21 PM

Form Started By: Audria Moore-Wells Started On: 09/21/2022 11:16 AM
Final Approval Date: 09/28/2022

GRAY ROBINSON
ATTORNEYS AT LAW

Ryan Matthews
Shareholder
Ryan.Matthews@gray-robinson.com

301 South Bronough Street
Suite 600
Post Office Box 11189 (32302-3189)
Tallahassee, Florida 32301
tel 850-577-9090
fax 850-577-3311
gray-robinson.com

Boca Raton
Fort Lauderdale
Fort Myers
Gainesville
Jacksonville
Key West
Lakeland
Melbourne
Miami
Naples
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

September 12, 2022

Mr. Nicholas Mimms, City Manager
The City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
Via email: nmimms@cityoffortpierce.com

Re: Engagement with GrayRobinson, P.A.

Dear Mr. Mimms:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of Fort Pierce ("the City"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City before the State of Florida on issues related to the executive and legislative branches of government. This work will include identification of legislative priorities, formulation of strategy, research, providing testimony or other information to committees or officials, communications with elected officials and staff on behalf of the City and reporting on the status of work and pending issues to the City for the 2023 Legislative Session. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Kim McDougal or Robert Stuart, who will serve as secondary contacts for this representation.

Fees, Costs and Terms

In exchange for these services, the City has agreed to pay the Firm $4,500.00 per month for a period of twelve (12) months beginning with an initial payment of $4,500.00 on October 1st, and on the first day of each month thereafter. Documented, out-of-pocket costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City's behalf, but will not exceed the maximum allowed travel budget of $1,500. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, the City consents for the firm's lobbyists to register to represent the City, and the City agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** $20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive**: $25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

Compensation Reporting

Florida law requires that the fees and costs invoiced by Gray Robinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our firm*. If legal services are required by the City, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2022 and 2023. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,

Ryan Matthews

_____ _____

For: City of Fort Pierce Date

GRAY | ROBINSON
ATTORNEYS AT LAW

PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 10/03/2022

Re: City Initiated FLUMA- St. Peters Church 2900 S Jenkins Road - 22-06000001

SUBJECT:

Legislative Hearing - Ordinance 22-024 - Review and approval of a Future Land Use Map Amendment by the City of Fort Pierce to change the future land use from Residential Medium Density, RM, to General Commercial, GC, at 2900 S Jenkins Road Fort Pierce, FL 34981. Parcel ID: 2419-333-0001-000-2. SECOND 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 RM, Residential Medium Density, to GC, General Commercial.
- The property is surrounded by properties with the Future Land Use of General Commercial (GC) and Residential Medium Density (RM).
- 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 a 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 Future Land Use Map Amendment from Residential Medium Density (RM) to General Commercial (GC).

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 22-024
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	09/02/2022 01:37 PM
City Manager	Nick Mimms	09/09/2022 12:38 PM

Form Started By: Ryan Altizer Started On: 09/02/2022 11:26 AM
Final Approval Date: 09/20/2022

ORDINANCE NO. 22-024

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 2900 S JENKINS RD, FROM MEDIUM DENSITY RESIDENTIAL, RM, TO GENERAL COMMERCIAL, GC;** 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 2900 S. Jenkins RD, within the City of Fort Pierce, Florida, representing approximately 11.51 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 2900 S. Jenkins RD, is presently designated RM, Medium Density Residential; and

WHEREAS, the City seeks a future land use amendment of the subject property, generally located at or near 2900 S. Jenkins RD, from RM, Medium Density Residential to GC, General Commercial; 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: 2419-333-0001-000-2

LEGAL DESCRIPTION:

19 35 40 THAT PART OF SEC MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 602.48 FT, TH N 87 51 34 E 674.56 FT, TH S 00 35 43 E 274.92 FT, TH S 87 50 48 W 809.47 FT, TH S 01 35 32 E 5.74 FT, TH S 88 07 19 W 26.13 FT, TH S 00 35 42 E 50.40 FT, TH S 00 35 42 E 289.14 FT, TH S 87 51 03 W 447.99 FT TO POB- LESS THAT PART FOR RD R/W MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 7.01 FT, TH S 00 00 02 W 620.27 FT, TH S 87 51 03 W 7 FT TO POB- (11.51 AC - 501,376 SF)

Said property being generally located at or near 2900 S. Jenkins RD, in Fort Pierce, Florida shall be and the Future Land Use Designation is hereby changed from RM, Medium Density Residential to GC, General Commercial, 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.22-024 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 19th, 2022; and was duly introduced, read by title only, and passed on second and final reading October 3rd, 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 4th day of October 2022.

_____
Linda Hudson
Mayor Commissioner

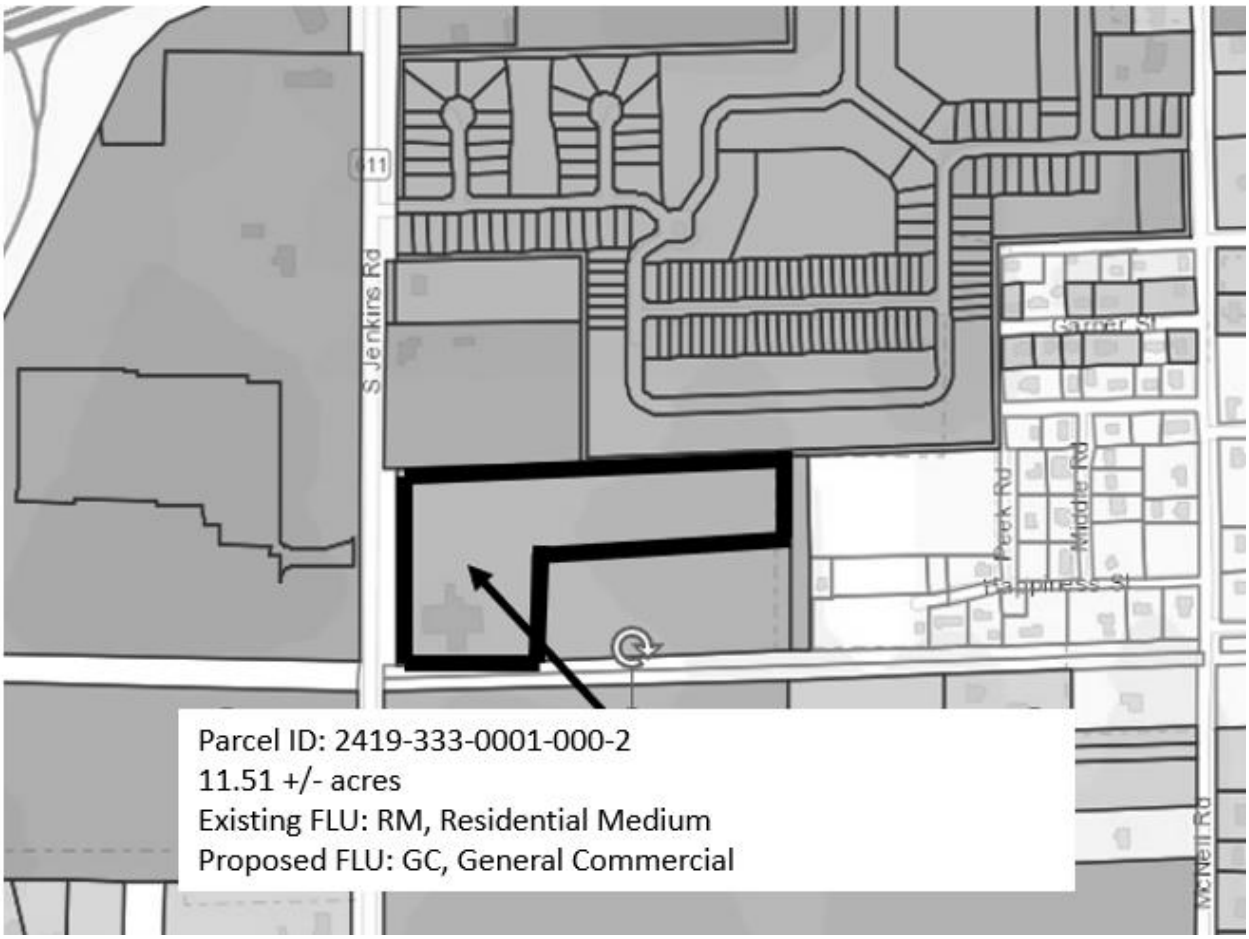
ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Zoning Map Amendment
General Commercial, GC to High Density Residential, RH



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nick C. Mimms. P.E., ICMA-CM, City

THROUGH: Manager Kevin Freeman, Planning Director

FROM: Ryan Altizer, Planner

RE: **City Initiated FLUMA- St. Peters Church – 22-06000001**
2900 S Jenkins Road

BOARD DATE: September 19, 2022

STAFF REPORT

Owner: St. Peter Evangelical Lutheran Church
2900 S Jenkins Road
Fort Pierce, FL 34981

Representative: The City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950

Applicant's Request: Approval of a FLUMA from RM, Residential Medium Density, to GC, General Commercial.

Location(s): 2900 S Jenkins RD

Parcel ID: 2419-333-0001-000-2

Future Land Use: Residential Medium Density (RM)

Current Zoning: Single Family Intermediate Density (R-2)

Surrounding FLU:

North	East	South	West
GC (FP)/ RM (FP)	RM (FP)	GC (FP)	GC (FP)

Surrounding Zoning:

North	East	South	West
C-3 (FP)/ PD (FP)	R-2 (FP)	PD (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 RM, Residential Medium Density, to GC, General Commercial.

As displayed on the map below, the 11.51-acre subject property is surrounded by properties with the Future Land Use of General Commercial (GC) and Residential Medium Density (RM).

FLUMA Map

Future Land Use Designation Comparison

The subject property currently has a Future Land Use of Residential Medium Density (RM) and a Zoning designation that is Single-Family Intermediate Density (R-2). The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed.

The Requested Future Land Use of General Commercial (GC) 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.

Site Area: 11.51 Acres (+/- 751,410 sq.ft.)

Maximum buildout potential (Commercial)
Existing: Medium Density Residential Future Land Use does not allow stand-alone commercial uses, therefore any allowed commercial floorspace will be de-minis.
Proposed: Commercial (GC) Future Land Use allows a FAR of 1.0, which allows for +/- 751,410 sq.ft. of commercial

Maximum buildout potential (Residential)
Existing: The City's Medium Density Residential Future Land Use allows a maximum residential density of 12 dwelling units per acre, which would allow a maximum of 138 residential units.
Proposed: Commercial (GC) Future Land Use allows a maximum residential density of 15 dwelling units per acre, which would allow a maximum of 172 residential units.

It is staff's professional opinion that the more appropriate zoning for the subject site is C-3 and thus to have a Future Land Use of GC.

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 Amendment 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 a 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 Future Land Use Map Amendment from Residential Medium Density (RM) to General Commercial (GC).

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Vennis Gilmore, Senior Planner

FROM: Ryan Altizer, Planner

RE: **City Initiated Rezoning/FLUMA- St. Peters Church – 22-06000001**
2900 S Jenkins Road

BOARD DATE: July 13, 2022

STAFF REPORT

Owner: St. Peter Evangelical Lutheran Church
2900 S Jenkins Road
Fort Pierce, FL 34981

Representative: The City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950

Applicant's Request: Approval of a Rezoning from R-2, Single Family Intermediate Density, to C-3, General Commercial, and a FLUMA from RM, Residential Medium Density, to GC, General Commercial.

Location(s): 2900 S Jenkins RD

Parcel ID: 2419-333-0001-000-2

Future Land Use: Residential Medium Density (RM)

Current Zoning: Single Family Intermediate Density (R-2)

Surrounding FLU:

North	East	South	West
GC (FP)/ RM (FP)	RM (FP)	GC (FP)	GC (FP)

Surrounding Zoning:

North	East	South	West
C-3 (FP)/ PD (FP)	R-2 (FP)	PD (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 R-2, Single Family Intermediate Density, to C-3, General Commercial, and a FLUMA from RM, Residential Medium Density, to GC, General Commercial.

As displayed on the maps below, the 11.51-acre subject property is surrounded by properties with the Future Land Use of General Commercial (GC) and Residential Medium Density (RM). The subject parcel is also surrounded by properties zoned as General Commercial (C-3), Planned Developments (PD) and Single-Family Intermediate Density (R-2).

FLUMA Map

S Jenkins Rd
Garner St
Sears St
Fort Pierce
Peck Rd
Happiness St
Melvin Rd

Zoning Map

Zoning Designation Comparison

The subject property currently has a Future Land Use of Residential Medium Density (RM) and a Zoning designation that is Single-Family Intermediate Density (R-2). The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. The Single-Family Intermediate Density (R-2) district is designed mainly for areas of single-family dwellings with an average net density of less than five units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Areas in this classification should have public water and sewer service.

The Requested Future Land Use of General Commercial (GC) 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 zoning of General Commercial (C-3) 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.

It is staff's professional opinion that the more appropriate zoning for the subject site is C-3 and thus to have a Future Land Use of GC.

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 Zoning Atlas Map Amendments and there were no comments from the TRC.

Staff Recommendation Zoning Atlas Amendment and Future Land Use Map Amendment

The requested Application for Zoning Atlas Map Amendment and 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 Rezoning from Single-Family Intermediate Density (R-2) to General Commercial Zone (C-3) and the proposed Future Land Use Map Amendment from Residential Medium Density (RM) to General Commercial (GC).

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Technical Review Committee

FROM: Planning Department

RE: Technical Review Project: #22-06000001
(Zoning Atlas Map Amendment, Future Land Use Map Amendment)

BOARD DATE : May 19, 2022

City Initiated Rezoning & FLUMA
Grace Church fka St. Peters Lutheran Church
2900 S. Jenkins Road

The above referenced project is being submitted for your review and comments. On May 3, 2021, St Peters Lutheran Church petitioned to the City Commission to appeal a decision made by the Board of Adjustment of the City of Fort Pierce on February 25, 2021 to deny a Sign Variance. City Commission recommended approval of the Variance request for a 9'2" sign. The Mayor and Commission agreed that staff should initiate a rezoning of the property. A Future Land Use Map Amendment is also a required to be consisted with the Zoning change.

The subject parcel has a Future Land Use designation of Medium Density Residential (RM) and will be amended to General Commercial (GC) and a Zoning designation of Single-Family Intermediate Density Zone (R-2) that is being amended to General Commercial (C-3).

Please send all comments to planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department.

If you have comments, please respond prior to Tuesday, May 17, 2022.

If you have any questions, please contact the Planning Department at 772-467-3737.

Thank You

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:00 P.M. ON MONDAY, **MAY 3, 2021.**

1. CALL TO ORDER

Mayor Hudson called the May 3, 2021 Regular Meeting of the City Commission to order at 6:00 PM.

2. OPENING PRAYER - Pastor Arndrea Dampier, Fresh Wind Fresh Fire

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Rufus Alexander; 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 Peter Sweeney

Commissioner Alexander participated by telephone.

5. APPROVAL OF MINUTES

a. Approval of Minutes from the April 19, 2021 Regular Meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the April 19, 2021 Regular Meeting.

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

Passed

6. PROCLAMATIONS

a. Fort Pierce Inlet 100th Anniversary

b. Mental Health Awareness Month Proclamation being received by Debbie Hawley of New Horizons.

7. LETTERS TO COMMISSION

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

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

Reginald Sessions

Aisha Nash
Susan Baker

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

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

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

Passed

10. MISCELLANEOUS REPORTS

a. Presentation of Lincoln Park Main Street's recommendation for honorees of bronze plaque at NW Pioneers Park

City Manager Nick Mimms introduced Mrs. Pamela Carrithers. Pamela Carrithers presented criteria, matrix, and procedures for nominees and honorees of the bronze plaque at NW Pioneers Park.

11. CONSENT AGENDA

a. Approval of the Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative between the Fort Pierce Utilities Authority, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency.

b. Approve purchase from SHI., Somerset, NJ for Microsoft O365 licenses and Azure AD for Fort Pierce Police Department in the amount not to exceed $67,617.60.

c. Approval of NUE Urban Concepts scope of services in the amount of $174,125.00 for development of a combined mobility plan and mobility fee for the City of Fort Pierce.

d. Approval of Communitywide Council Recommendation for the program year 2020-2021 Public Service Grant Awards to five (5) entities in the total amount of $23K.

e. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $809.04 against 1501 Avenue J, Fort Pierce, FL, Parcel ID # 2404-810-0007-000/2 owned by Kenneth Mills and Albert Russo, by waiving the interest, penalties and administrative costs in the amount of $234.04 leaving a **balance due of $575.00 payable in 60 days.**

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve the consent agenda.

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

Passed

12. PUBLIC HEARINGS

a. Resolution No. 21-R25 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 515 N 14th Street to show cause why the

structure located on the premises should not be condemned and demolished.

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

Resolution 21-R25

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 515 NORTH 14TH STREET IN FORT PIERCE, FLORIDA 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE SHALL BE DEMOLISHED; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the City Commission that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the commission engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the commission applies those laws and policies and is held to stricter procedural requirements. Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal commission meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and decisions must be made based on competent substantial evidence.Therefore, Commissioners have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the commission has established the uniform procedures for quasi-judicial hearings that will be followed this evening. Finally, no one should approach any member on the Commission on the Dioceses, City Attorney, or City Clerk during the hearing. If documents are to be given to the City Clerk please give them to the Sergeant at Arms, which are either of the two police officers in the Chamber.

Mayor Linda Hudson called the proceeding to order.

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

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

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Code Compliance Manager Peggy Arraiz presented the history leading to the

determination of Condemnation and Demolition. As of 04/23/2021 Demolition permit 21-2552 is still in plan check. Notices were sent to all involved parties including the current owner. There is no code enforcement activity other than the condemnation. This property is considered historic. Actions that may be taken by the City Commission are:
Approve the Resolution for Demolition
Amend
Deny

Commissioner Curtis Johnson, Jr. inquired if the demolition permit from 2020 was for the same contractor for 2021. He requested clarification if the process was discontinued because the property was deemed historical. Mrs. Arraiz stated that she was unaware if this is the same contractor and verified that the property has been approved as historical.

Commissioner Jeremiah Johnson inquired if the plans submitted by the applicant are part of the demolition permit and if FPUA has any involvement. He also requested confirmation on the structure of the home. Mrs. Arraiz responded that the demolition permit is the only item submitted, and that there are no utilities provided to the property. She also conformed that the home is concrete block.

Commissioner Thomas Perona requested clarification of the demolition permit process timeline. Mrs. Arraiz explained that they are given sixty (60) days to complete the work. Once the work is completed there is no other timeline.

Commissioner Rufus Alexander inquired if the property and structure are insured.

Mayor Linda Hudson inquired about historic preservation. Mrs. Arraiz explained the Commission comes first because this is an issue of life, health, and safety. The Commission has the option to approve demolition, amend changes such as dates, table the matter, or deny completely.

Mayor Linda Hudson opened the public hearing.

Eugene Brown, owner, communicated that he was held up due to Covid 19 and issues with the architect but is prepared to move forward. His goal is to have the property completed in one year if the Commission will grant him the time.

Commissioner Jeremiah Johnson inquired if issues with the architect had been resolved. Also asked to confirm if the structure was CBS block and the flooring material. Mr. Brown stated that this is a new architect and confirmed home is CBS block. He also clarified that the floors are wood but plans to cover with concrete.

Commissioner Thomas Perona inquired as to the applicants expected completion date. Mr. Brown does not have a specific date in mind but has a goal for one year if the Commission approves.

Commissioner Curtis Johnson inquired if the plan was demolition with the four walls remaining with plans to move forward thereafter.

City Manager Nick Mimms responded to a question raised by Commissioner Jeremiah Johnson if the home can be built on a non-conforming lot. This is a platted non-conforming lot which allows the house to be built as it sits currently.

Seeing no one else, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 21-R25 with the following conditions: Owner shall remove the roof structure and interior walls within 45 days of demolition permit issuance; owner shall submit plans and a building permit application for reconstruction within 60 days from the date of this hearing on May 3, 2021; and owner shall cause the first building inspection to occur within 45 days after reconstruction building permit is issued.

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

Passed

b. Legislative Hearing - Ordinance 21-004 - extending the territorial limits of the City of Fort Pierce, to include two (2) properties at or near 2398 Peters Road in Fort Pierce, Florida. FIRST READING

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

ORDINANCE NO. 21-004

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR 2398 PETERS ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Planner Brandon Creagan presented an overview of the approval of annexation. Staff recommends approval of the annexation as it meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11. Planning staff recommends approval.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-004.

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

Passed

c. Legislative Hearing - Ordinance 21-012 Amending Chapter 103, Article IX, Property Maintenance Ordinance and Housing Code and creating Article XI, Mobile and Manufactured Homes. FIRST READING

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

ORDINANCE NO. 21-012
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, CREATING ARTICLE XI, OF THE CODE OF ORDINANCES ENTITLED "MOBILE AND MANUFACTURED HOMES"; PROVIDING FOR ADOPTION OF THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; PROVIDING FOR APPLICABILITY AND NATURE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.
Building official Paul Thomas, sworn, explained the International Property Maintenance Code (IPMC) is not enforceable for mobile and manufactured homes as they are not considered structures rather vehicles. Any alternation can jeopardize the structure. This Ordinance establishes criteria based on the Department of Motor Vehicles for repair and maintenance.

Commissioner Thomas Perona inquired if there are foreseen conflicts between vehicle and structure standards. Mr. Thomas explained standards for the structures are very different.

Commissioner Curtis Johnson commented on Mr. Thomas being proactive with measures for the community.

Mayor Linda Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve Ordinance No 21-012.

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

Passed

d. Legislative Hearing - Ordinance 21-013 - extending the territorial limits of the City of Fort Pierce, to include one (1) property at or near 2192 Copenhaver Road in Fort Pierce, Florida. FIRST READING

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

ORDINANCE NO. 21-013

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR 2192 COPENHAVER ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE

IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Planner Brandon Creagan presented an overview of the approval of annexation. Staff recommends approval of the annexation as it meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11. Planning staff recommends approval.

Commissioner Jeremiah Johnson inquired if staff had discussed making the street name consistent. Mr. Creagan commented that no discussion had taken place regarding the street name. City Manager Nick Mimms clarified that the roads are county, therefore would require approval to change name.

Mayor Linda Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve ORDINANCE NO. 21-013.

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

Passed

13. CITY COMMISSION

a. Hearing on notice of appeal filed by St. Peter Lutheran Church, 2900 Jenkins Road, to appeal a decision made by the Board of Adjustment of the City of Fort Pierce on February 25, 2021, pursuant to the Fort Pierce Code of Ordinances, Sec. 125-108.

Attorney Pete Sweeney explained this is an appeal from the Board of Adjustments decision and the time for deliberation. No new evidence should be considered.

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

Pastor Ted Rice discussed the history of his sign being removed and why the sign is needed at the requested dimensions.

Commissioner Thomas Perona inquired if rezoning had been considered.

Pastor Ted Rice responded rezoning had been considered, cost is a factor.

Mayor Linda Hudson requested clarification as to the reason the sign was removed.

Pastor Ted Rice responded the sign was removed for installation of turning lane for the charter school.

Commissioner Curtis Johnson, Jr. inquired as to the type of sign the church planned to install.

Pastor Ted Rice responded the purchased sign is digital.

Commissioner Jeremiah Johnson inquired if the base can be modified for the sign.

Pastor Ted Rice responded that the sign would be unreadable at the proposed base height.

Assistant Planning Director Rebeca Guerra provided an overview of staff recommendation that the Commission uphold the Board of Adjustments decision to deny the height variance request.

Commissioner Curtis Johnson expressed concern with potential placement of the sign and inquired on the cost of rezoning.

Rebeca Guerra explained that the sign may be affected by future expansion. In addition, the estimated cost to the church for rezoning is $10,000.

The Mayor and Commission discussed the request before them. They agreed that staff should initiate rezoning of the property and the sign variance should be granted.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to grant the variance request for a 9'.2" sign.

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

Passed

b. Tabled from April 19, 2021 - Commission deliberations on an application for Conditional Use with No New Construction submitted by property owner, Susan Baker, and applicant, Michelle Longarzo, for Conditional Use Approval to operate a Dwelling Rental with a rental period of 30 days or less. The property is located at 1577 Thumb Point Drive and is zoned Single-Family Intermediate density zone (R-2). Parcel ID: 2401-605-0105-000-0.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to bring from the table.

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

Passed

Conditional Use Deliberation

Mayor Linda Hudson voiced traffic and safety concerns.

Commissioner Curtis Johnson, Jr. commented on concerns with the lack of Competent Substantial Evidence needed to deny the request.

Commissioner Jeremiah Johnson expressed concerns with State of Florida inconsistency with law.

Commissioner Thomas Perona finds lack of Competent Substantial Evidence needed to deny the request.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to deny request.

AYE: Commissioner Jeremiah Johnson, Mayor Linda Hudson

NAY: Commissioner Rufus Alexander, Commissioner Curtis Johnson, Jr., Commissioner Thomas Perona

Failed

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve with five staff recommendations.

AYE: Commissioner Rufus Alexander, Commissioner Curtis Johnson, Jr., Commissioner Thomas Perona

NAY: Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Resolution 22-R20 authorizing the sale of surplus property on Cortez Boulevard (parcel ID: 2421-500-0060-000-2) to the successful bidder, Miguel Aguilar.

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

RESOLUTION NO. 21-R20

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS LOTS 48 AND 50 OF MARAVILLA SUBDIVISION ON CORTEZ BOULEVARD, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve RESOLUTION NO. 21-R20.

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

Passed

d. Resolution 21-R21 authorizing the sale of surplus property on South 11th Street to the successful bidder, KIB Construction Corp.

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

RESOLUTION NO. 21-R21

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS LOT 1 AND NORTH HALF OF LOT 2 OF RICHARD'S SUBDIVISION, BLOCK B, ON SOUTH 11TH STREET, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve RESOLUTION NO. 21-R21.

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

Passed

e. Resolution 21-R22 authorizing the sale of 1207 Avenue L to the successful bidder, Team Facey Real Estate, LLC.

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

RESOLUTION NO. 21-R22

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 1207 AVENUE L, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve RESOLUTION NO. 21-R22.

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

Passed

f. Resolution 21-R23, adopting the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for program years 2021-2022, 2022-2023, 2023-2024.

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

RESOLUTION NO. 21-R23

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 1207 AVENUE L, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve RESOLUTION NO. 21-R23.

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

Passed

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.

Eugene Cochran

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms announced that City Hall is now open to the public. Thanks to the partnership with the Department of Health (DOH), over 8,700 vaccines have been administered. The Highwaymen license plate campaign has launched. Support is needed to meet the 2023 goal of 3000 vouchers. On May 6th, an in person Joint Meeting with the Board of County Commissioners will take place. Finally, the Conference Agenda meeting is scheduled for May 10, 2021.

City Attorney Peter Sweeney has no comments.
City Clerk Linda Cox has no comments.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Rufus Alexander has no comments.

Commissioner Curtis Johnson, Jr. wished all mothers Happy Mother's Day. He will be attending IEMO training this weekend. On April 29th he held is first Town Hall Meeting. He encouraged the Commission to continue to engage with the community.

Commissioner Thomas Perona addressed the mischaracterzation of the Commission. He expressed that we are One Fort Pierce.

Commissioner Jeremiah Johnson appreciates the positivity of One Fort Pierce. Annual meeting at the Backus House, and the Mainstreet Golf Tournament the following week.

Mayor Linda Hudson highlighted the upcoming events for the Centennial Celebration.

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 9:01 pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

CITY OF FORT PIERCE

BOARD OF ADJUSTMENT

Board of Adjustment Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY BOARD OF ADJUSTMENT HELD ON THURSDAY, FEBRUARY 25, 2021, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: James Crist; Charles Hayek; Stanley Hula; Darryl Bey; William Nunn, Chair

Staff Present: Tanya Earley, Assistant City Attorney
Rebeca Guerra, Assistant Planning Director
Vennis Gilmore, Planner
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant

4. CONSIDERATION OF ABSENCES

All Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the December 3, 2020 meeting

Motion was made by Charles Hayek, and seconded by Stanley Hula to approve the minutes from the December 3, 2020 meeting.

AYE: Darryl Bey, James Crist, Charles Hayek, Stanley Hula, Chair William Nunn

Passed

6. PUBLIC HEARINGS

a. **Variance - Frontier Development Sign - 5000 Okeechobee Road**

The clerk introduced the Variance for the Frontier Development located at 5000 Okeechobee Road.

Chairman Nunn asked the Assistant City Attorney, Tanya Earley, to explain the Quasi-Judicial Hearing procedures.

Before commencing this Quasi-Judicial Hearing, Tanya Earley, Assistant City Attorney, explained to the Board of Adjustment that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the Board engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the Board applies those laws and policies and is held to stricter procedural requirements. Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal Board meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and, decisions must be made based on competent substantial evidence. Therefore, Board members have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the Commission has established the uniform procedures for quasi-judicial hearings that will be followed today.

Chairman Nunn called the proceeding to order.

The clerk confirmed the City complied with advertisement and notice requirements.

Chairman Nunn inquired with the Board regarding ex-parte communications and asked the Clerk to call the roll:

Mr. Hayek– no
Mr. Hula – no
Mr. Bey - no
Mr. Crist - no
Chairman Nunn - no

Chairman Nunn opened the public hearing.

The clerk was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth, and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff Presentation:
Vennis Gilmore, Planner, gave an overview of the application. The applicant is requesting approval of two variances (1) to deviate from City Code 117-6(b)(1)c. to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and (2) to deviate from City Code 117-7(5)(a)5. to allow for up to a 588 square foot rear entrance wall sign per tenant in lieu of the Code maximum of 6 square feet in the General Commercial Zone (C-3). The applicant is requesting both variances to increase signage visibility as much as possible and to mirror the Okeechobee Road facade. The applicant believes that the main frontage facade should not consider the Okeechobee Road frontage but rather the side facing the parking lot where patrons will access the building. The Planning Department recommends approval of the requested variances to deviate from City Code 117-6(b)(1)c. to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and to deviate from City Code 117-7(5)(a)5. to allow for up to a 588 square foot rear entrance wall sign per tenant in lieu of the Code maximum of 6 square feet in the General Commercial Zone (C-3); based upon the justification presented by the applicant with respect to the criteria for granting a Variance specified in City Code Section 125-100.

Board questions for Staff: Mr. Nunn asked if the parking lot is being reconfigured. Mr. Crist asked if the sign on the north and south side of the building are the same size. Mr.

Hayek asked if the 20% sign area is for each tenant or the entire wall. Mr. Crist asked if landscaping and irrigation will be included.

Applicant questions for Staff: None

Applicant presentation: Luis Davila, of Frontier Development, sworn, stated the rear of the building is the front of the business. Mr. Davila explained the back side of the property faces Okeechobee Road and signage is needed on Okeechobee Road for visibility. Mr. Davila stated that St. Augustine grass and irrigation has been approved on the landscape plan.

Ms. Guerra clarified the location of the building and its orientation on the site.

Board questions for Applicant: None

Public comment: None

Chairman Nunn, seeing no one else, closed the public hearing.

Motion was made by Darryl Bey, and seconded by Charles Hayek to approve the requested variances to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and to allow for up to a 588 square foot rear entrance wall sign per tenant.

AYE: Charles Hayek, Stanley Hula, Darryl Bey, James Crist, Chair William Nunn
Passed

b. **Variance - St. Peter's Lutheran Church Sign - 2900 Jenkins Road**

The clerk introduced the sign Variance for St. Peter's Lutheran Church located at 2900 Jenkins Road.

Chairman Nunn called the proceeding to order.

The clerk confirmed the City complied with advertisement and notice requirements.

Chairman Nunn inquired with the Board regarding ex-parte communications and asked the Clerk to call the roll:

Mr. Crist - no
Mr. Hayek– no
Mr. Hula – no
Mr. Bey - no
Chairman Nunn - yes

Chairman Nunn opened the public hearing.

The clerk was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth, and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff Presentation:

Rebeca Guerra, Assistant Planning Director, said the applicant is requesting the Board of Adjustment approve two (2) Variances to deviate from Sections 117-7(1)b. and 117-7(3)a.3. in order to install a 36 square foot pole sign with a height of 9'2". The subject site has a lot size of 11.51 acres and has been home to St. Peter's Evangelical Lutheran Church since the year 2000. At that time, the church property had a six (6)-foot high, 36-square foot monument sign, with shrubbery encircling the foundation, along its front entry adjacent to Jenkins Road. As a result of nearby development, the church was required to remove the sign in order to allow for infrastructure improvements, including a sidewalk. The church is now seeking to install a larger and taller pole sign in the same general area as the previous monument sign. City Code Section 117-7(1)b. states that signage within the R-2 zone shall not exceed 32 square feet in size. Additionally, Section 117-7(3)a.3. restricts the maximum height of signage within the R-2 zone to six (6) feet. Staff recommends that the Board of Adjustment approve the Variance from Section 117-7(1)b. to allow for a 36 square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the condition of approval that the perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting. Staff recommends that the Board of Adjustment deny a Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

Ms. Guerra stated a like-for-like sign would be supported by staff as it would make the applicant whole after having to remove the previous sign and was consistent with other signs in the area for properties with similar zoning/uses. She stated that the second Variance is not as a result of a hardship, but rather, because the applicant wished to have a taller sign than was previously approved and did not want to go through the appropriate process of rezoning the property in order to obtain it. Ms. Guerra explained that if the property was rezoned to commercial, C-3, a larger sign would be allowed by right. Ms. Guerra noted that the church could have a 6-foot monument sign with the same copy area as what was being proposed in the application.

Board questions for Staff:

Mr. Bey asked who has the responsibility to make appropriate zoning changes. Ms. Guerra explained that a developer normally makes zoning changes to the property , but that in certain circumstances, a city can initiate zoning for a large area. In this case, a Comprehensive Plan amendment and a Rezoning would be required. Mr. Hayek asked the cost of a rezoning application. Mr. Brandon Creagan stated the cost would be around $9500.00 for the Comprehensive Plan Amendment and the Rezoning the church property.

Applicant questions for Staff: None

Applicant presentation: Pastor Rice, owner, sworn, explained the church sign was torn down when the sidewalk was widened for a commercial building being built behind the church. Pastor Rice said the church is surrounded by commercial property and the church is only requesting an additional nine feet in height. Pastor Rice stated it is unfair for the church to not have a large sign like the neighboring businesses. Pastor Rice noted that it would be a different circumstance if the church was located in the middle of a residential area.

Board questions for Applicant: Mr. Bey asked Pastor Rice if he has an aversion to changing the zoning.

Public comment: None

Mr. Crist stated other properties in the area have rezoned due to changing times. Mr. Bey said rezoning should have been considered to simplify the matter. Mr. Hayek explained that

approving the height of the sign would open the flood gates in the R-2 zoning and that is the whole reason for having zoning codes. Mr. Hayek pointed out that commercial zoning would make the church property more valuable.

Chairman Nunn, seeing no one else, closed the public hearing.

Motion was made by Charles Hayek, and seconded by James Crist to approve the Variance to allow for a 36- square foot ground sign with the condition that the perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting. .

AYE: James Crist, Charles Hayek, Stanley Hula, Darryl Bey, Chair William Nunn
Passed

Motion was made by Charles Hayek, and seconded by Darryl Bey to deny the Variance to allow for a 9'2" tall ground sign

AYE: Darryl Bey, James Crist, Charles Hayek
NAY: Stanley Hula, Chair William Nunn
Passed

After the motion to deny, Ms. Earley clarified with the members of the Board, who voted in support of the motion, that they are following the recommendation of staff and are in agreement with the recommendation and the reasons set forth in the PowerPoint presentation.

Mr. Hayek stated that dropping the base to 1 foot rather than 4 feet solved the problem.

7. DISCUSSION / OTHER BUSINESS

8. COMMENTS FROM THE PUBLIC

There were no comments from the public.

9. ADJOURNMENT

Publication Date
7/3/2022

Ad Number
GCI0909193 / GCI0909195

Publication
St. Lucie News Tribune

Market
Treasure Coast

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
lcox@cityoffortpierce.com

Customer Name
City Of Fort Pierce Legals

Customer Phone Number
(772) 460-2200

Customer Address
Po Box 1480
Fort Pierce, FL 34954-1480

Account Number (If Known)
463454

Name
Linda Cox

Street
Po Box 1480

City
Fort Pierce

State
FL

ZIP Code
34954-1480

Your Name
Jennifer DeWitt

Email Address
jldewitt@gannett.com

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager 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.

7/3/2022

Subscribed and sworn to before on the 3rd of July, 2022

Notary, State of WI, County of Brown
My commission expires: 5.15.23

NANCY HEYRMAN
Notary Public
State of Wisconsin

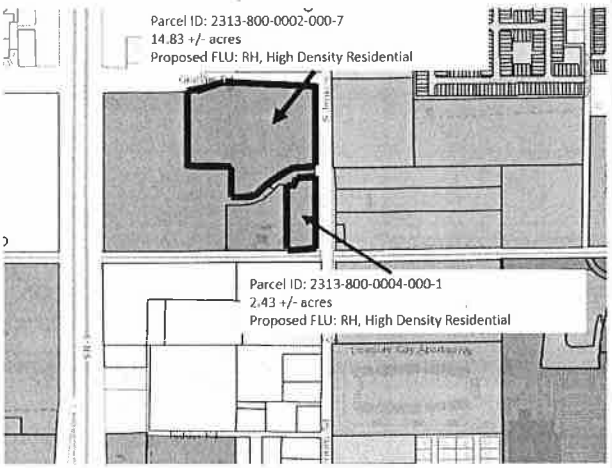
Publication Cost: $315.00
Ad No: GCI0909193
Customer No: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

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

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

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PO BOX 1480
FORT PIERCE, FL 34954
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COUNTY OF BROWN

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7/3/2022

Subscribed and sworn to before on the 3rd of July, 2022

Notary, State of WI, County of Brown
My commission expires: 5-15-23

Publication Cost: $315.00
Ad No: GCI0909195
Customer No: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

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CITY OF FORT PIERCE
LOCAL PLANNING AGENCY

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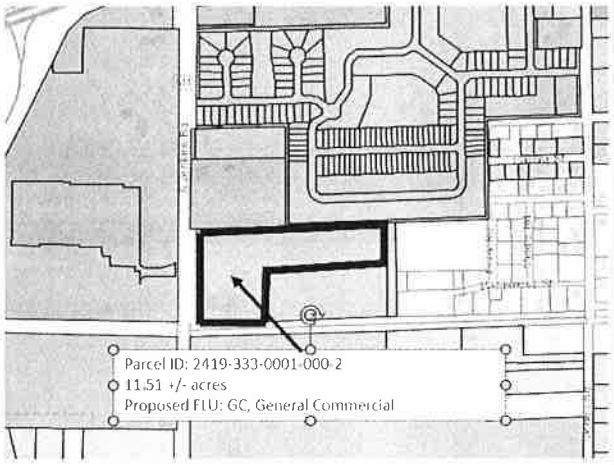
The legal description of the parcels are as follows:

19 35 40 THAT PART OF SEC MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 602.48 FT, TH N 87 51 34 E 674.56 FT, TH S 00 35 43 E 274.92 FT, TH S 87 50 48 W 809.47 FT, TH S 01 35 32 E 5.74 FT, TH S 88 07 19 W 26.13 FT, TH S 00 35 42 E 50.40 FT, TH S 00 35 42 E 289.14 FT, TH S 87 51 03 W 447.99 FT TO POB- LESS THAT PART FOR RD R/W MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 7.01 FT, TH S 00 00 02 W 620.27 FT, TH S 87 51 03 W 7 FT TO POB- (11.51 AC - 501,376 SF)



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Dated this 3rd day of July 2022.

Frank Creyaufmiller, Chairman
Local Planning Agency
City of Fort Pierce, Florida

_____

Ryan Altizer, Planner

NATION & WORLD

Nev. clerks complete recount

Gabe Stern
ASSOCIATED PRESS/REPORT FOR AMERICA

RENO, Nev. – County election officials wrapped up a two-day statewide recount of ballots in the Nevada GOP primary for governor Friday and the outcome did not appear to change in the state's two most populous counties, showing second-place finisher Joey Gilbert losing to Clark County Sheriff Joe Lombardo in a crowded field.

The Nevada secretary of state's office confirmed Friday afternoon that all 17 counties had finished their recounts. Though officials did not post or comment on the unofficial results, Clark and Washoe counties confirmed that Lombardo had beaten Gilbert, who paid for the recount despite trailing Lombardo by 11 percentage points following the June 14 vote.

Clark and Washoe counties account for 75% of the ballots cast in the Nevada Republican primary for governor.

For Republicans, Gilbert's apparent rejection of the results reflects growing challenges two years after many in the party embraced disproven claims of election fraud. Party leaders want to encourage voting while also appealing to the tens of thousands who backed Gilbert and distrust elections.

The day after the election, state GOP chair Michael McDonald – who rejected the results of the 2020 election – rebuked Gilbert and said it was time to unite behind Lombardo in a rare instance of criticism of the far-right within the state party.

"The election is over. It's been called. Joe Lombardo has won. We need to come together and unite," he said, calling Gilbert's reaction "emotional."

As COVID spikes, France weighs return to masks

Influx of tourists makes stricter rules unlikely

Barbara Surk and Jade Le Daley
ASSOCIATED PRESS

NICE, France – Tourism is booming again in France – and so is COVID-19. French officials have "invited" or "recommended" people to go back to using masks but stopped short of renewing restrictions that would scare visitors away or revive antigovernment protests.

From Paris commuters to tourists on the French Riviera, many people seem to welcome the government's light touch, although some worry that required prevention measures might be needed.

Virus-related hospitalizations rose quickly in France over the past two weeks, with nearly 1,000 patients with COVID-19 hospitalized a day, according to government data. Infections are also rising across Europe and the United States, but France has an exceptionally high proportion of people in the hospital, according to Our World in Data estimates.

French government spokesperson Olivia Gregoire has said there are no plans to reintroduce national regulations that limit or set conditions for gathering indoors and other activities.

"The French people are sick of restrictions," she said Wednesday on BFMTV. "We are confident that people will behave responsibly."

France's parliamentary elections last month resulted in President Emmanuel Macron losing his majority in the national legislature, with parties on the far right and the far left that had protested his government's earlier vaccine and mask rules gaining seats.

With tourists thronging Paris and other cities, the French government is recommending a return to mask-wearing in public transport and crowded areas but has stopped short of imposing new rules. MICHEL EULER/AP

After the prime minister last week recommended that people resume wearing masks on public transportation, commuter Raphaelle Vertaldi said, "We need to deal with the virus, but we can't stop living because of it."

Vertaldi, who was boarding a train in Boussy-Saint-Antoine south of Paris, said she opposed mandatory mask use but would cover her mouth and nose again, if the government requires it.

Hassani Mohammed, a postal worker in Paris, didn't wait for the government to decide. He masks up before his daily commute. With his wife recovering from surgery and two children at home, he does not want to risk contracting the coronavirus a third time.

"I realized that the pandemic does not belong to the past," Mohammed said.

Masks have been contentious in France. Early in the pandemic, the French government suggested masks weren't helpful. It ultimately introduced some of Europe's toughest restrictions, including an indoors and outside mask mandate that lasted more than a year, along with strict lockdowns.

A Paris court ruled Tuesday that the French government failed to sufficiently stock up on surgical masks at the start of the pandemic and to prevent the virus from spreading. The administrative court in Paris also ruled the government was wrong to suggest early on that that masks did not protect people from becoming infected.

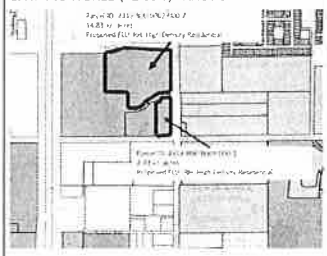
The government lifted most virus rules by April, and foreign tourists have returned by land, sea and air to French Mediterranean beaches, restaurants and bars.

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

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CITY OF FORT PIERCE
LOCAL PLANNING AGENCY

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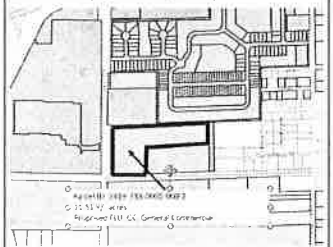
The legal description of the parcels are as follows:

19 35 40 THAT PART OF SEC MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 602.48 FT, TH N 87 51 34 E 674.56 FT, TH S 00 35 43 E 276.92 FT, TH S 87 50 48 W 809.47 FT, TH S 01 35 32 E 5.74 FT, TH S 88 07 19 W 26.13 FT, TH S 00 35 42 E 50.40 FT, TH S 00 35 42 E 289.14 FT, TH S 87 51 03 W 447.99 FT TO POB- LESS THAT PART FOR RD R/W MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 7.01 FT, TH S 00 00 02 W 620.27 FT, TH S 87 51 03 W 7 FT TO POB- (11.51 AC - 501,376 SF)



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Dated this 3rd day of July 2022.

Frank Creyaufmiller, Chairman
Local Planning Agency
City of Fort Pierce, Florida

Ryan Altizer, Planner

REGIONAL BRIEFS

Alabama state senator withdraws challenge after one-vote defeat

MONTGOMERY, Ala. – A state senator has dropped a challenge to his one-vote defeat in the Republican primary.

State Sen. Tom Whatley withdrew before the latest re-hearing in the dispute, party officials said. Auburn City Councilman Jay Hovey is the Republican nominee in the race. He will face Democratic nominee Sherri Reese in November.

Whatley filed a challenge after losing the primary race by a single vote. Party officials then declared the race a tie, overruling local officials over the eligibility of a voter who maintained she was wrongly left off voter rolls. Party officials planned to decide the race by a coin flip.

The party scheduled a re-hearing at Hovey's request after the Alabama Law Enforcement Agency said they had no record of the woman completing the voter registration process. Whatley withdrew before the re-hearing was held, party officials said.

Patsy Kenney had cast a provisional ballot for Whatley. She said she registered to vote when she went to get her Alabama driver's license. The law enforcement agency said she did not complete the process of getting a license and voter registration is sent only after, "the credential is issued and the customer signs the required declaration."

A lawyer for Kenney said she is reviewing options.

Police in North Carolina fatally shoot armed woman

FAYETTEVILLE, N.C. – Police in North Carolina fatally shot a woman after an unsuccessful de-escalation attempt and struggle over a weapon, authorities said Saturday.

The incident began when Fayetteville police officers were called Friday night to a home for a reported attempted break-in, the Fayetteville Observer reported.

Assistant Fayetteville Police Chief James Nolette said a female caller had reported four armed men were trying to break into the home but after a 30-minute discussion, officers found no such evidence. The woman then pulled out a weapon and threatened to harm herself, Nolette said.

Nolette said officers spent nearly an hour within feet of the woman trying to de-escalate the situation and get her to relinquish the handgun. The woman's young child and another relative were nearby as well, he said.

"They're in harm's way, the officers are in harm's way," Nolette said.

When one or both officers attempted to disarm the woman, the struggle "went to the ground" and at least one officer fired a gun. The woman, who was not immediately identified, was pronounced dead at the scene.

Nolette said the officers are on administrative leave and the State Bureau of Investigation will conduct a probe into the shooting.

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: 2900 Jenkins Rd
2. Property Tax ID(s): 2419 - 333 - 0001 - 000-2
3. Total Acreage: 11.51
4. Existing Future Land Use Designation: RM (Residential Medium Density)
5. Existing Zoning Classification: R-2 (Single Family Intermediate Density)
6. Proposed Zoning Classification: C-3 (General Commercial)
7. Other applications being submitted concurrent with this application, if any: _____
8. Describe the existing uses, improvements and structures on the amendment lands: _____
9. Are there any identified or possible historical structures on the amendment lands? _____
10. The reason for making this request: _____

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					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
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

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
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	
Proposed Zoning	
Change in Demand	

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact	

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____
E-mail: _____

13. Name of Applicant: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

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 Date

Address State Zip

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.

Property Owner's Name (Please Print) RONALD MCCASKILL Phone 772-979-5051

Address 9 R McCaskill State FL Zip 34982

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 5th day of May, 2022, by Ronald McCaskill who is personally known to me or has produced Driver's License as identification.

Dawn M. Moonsammy
Signature of Notary (seal)

Notary Public State of Florida
Dawn M. Moonsammy
My Commission
HH 255015
Exp. 4/19/2026

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

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.

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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: 2900 Jenkins Rd
2. Property Tax ID(s): 2419-333-0001-000-2
3. Total Acreage: 11.51
4. Existing Future Land Use Designation: RM (Residential Medium Density)
5. Existing Zoning Classification: R-2 (Single Family Intermediate Density)
6. Proposed Zoning Classification: C-3 (General Commercial)
7. Other applications being submitted concurrent with this application, if any: _____

8. Describe the existing uses, improvements and structures on the amendment lands: _____

_____

9. Are there any identified or possible historical structures on the amendment lands? _____

10. The reason for making this request: _____

_____

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					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
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

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Change in Demand	**Total gallons per day**

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(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			
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Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

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Single Family: (du x 0.405 = students/70% K-8/30% High)
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	K-8	High
School Name		
City		
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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	
Proposed Zoning	
Change in Demand	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

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		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____
E-mail: _____

13. Name of Applicant: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

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 Date

Address State Zip

Phone Fax E-mail Address

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Property Owner's Name (Please Print) Phone

Address State Zip

Ronald W McCaskill 5-5-2022

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 5th day of May, 2022, by Ronald W McCaskill who is personally known to me or has produced Known as ident

Dawn M. Moonsammy

Signature of Notary (seal)

Notary Public State of Florida
Dawn M. Moonsammy
My Commission
HH 255015
Exp. 4/19/2026

OFFICE USE:

DATE RECEIVED: Signed:

File Number: Check No: Receipt No:

TRC Review: Planning Board Review: City Commission:

Ordinance No: Date Approved:

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: St. Peter's Church: FLUMA

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 4,2022

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: July 8th, 2022

VERIFIED BY: Ryan Altizer **TITLE:** Planner

SIGNATURE: Ryan Altizer **DATE:** 9/2/2022

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LOCAL PLANNING AGENCY

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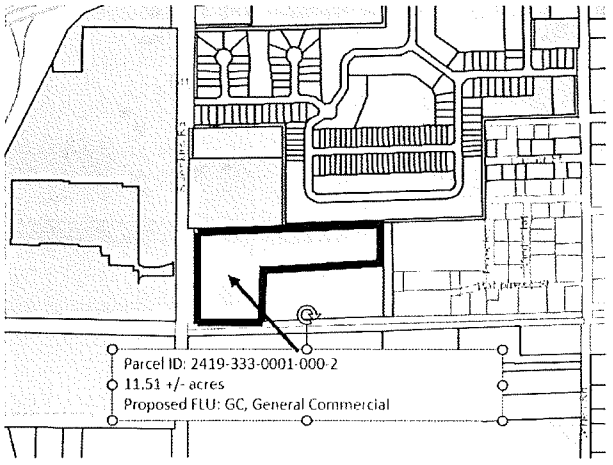

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Dated this 3rd day of July 2022.

Frank Creyaufmiller, Chairman
Local Planning Agency
City of Fort Pierce, Florida

_____

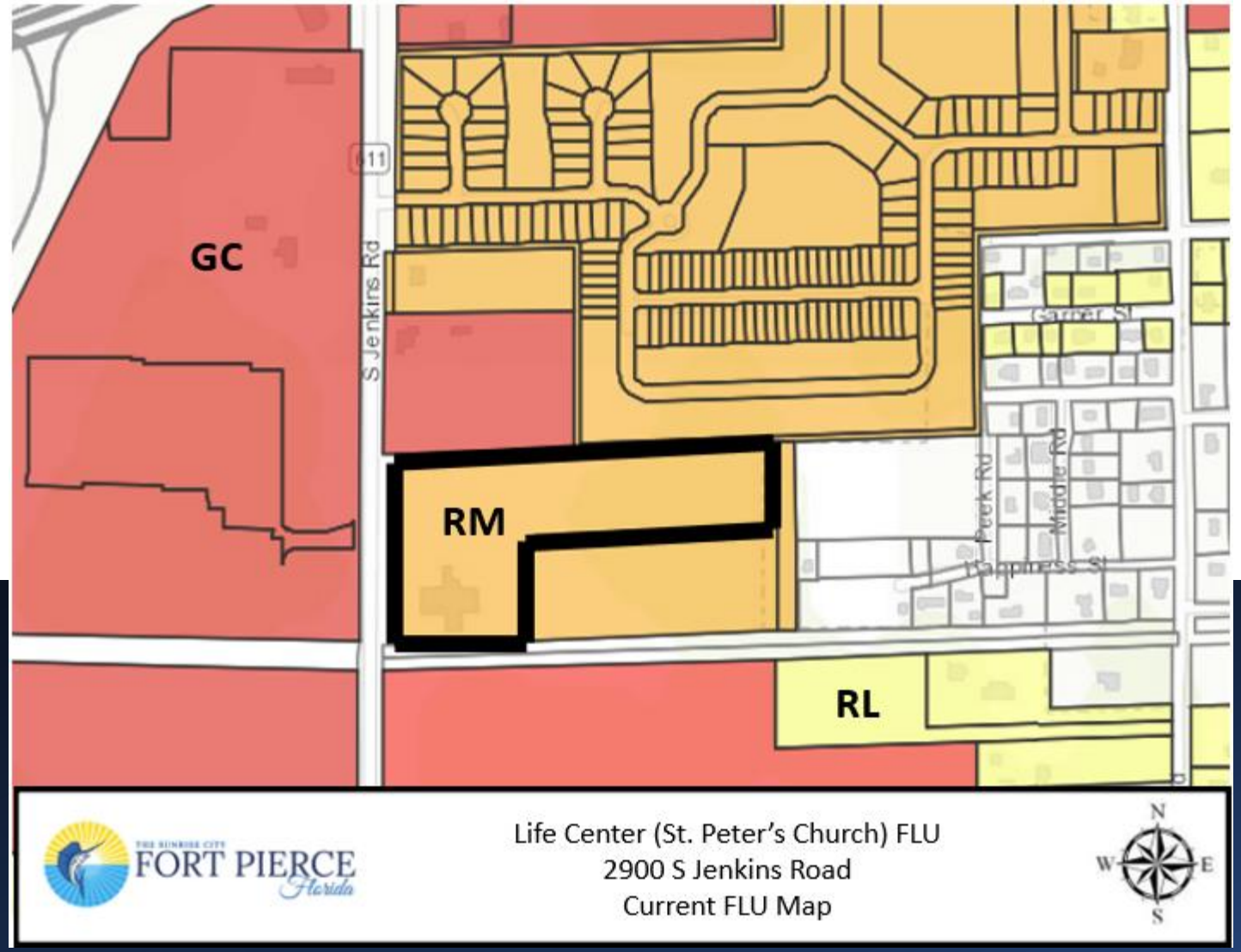
Ryan Altizer, Planner

St. Peter's Church FLUMA and Rezoning

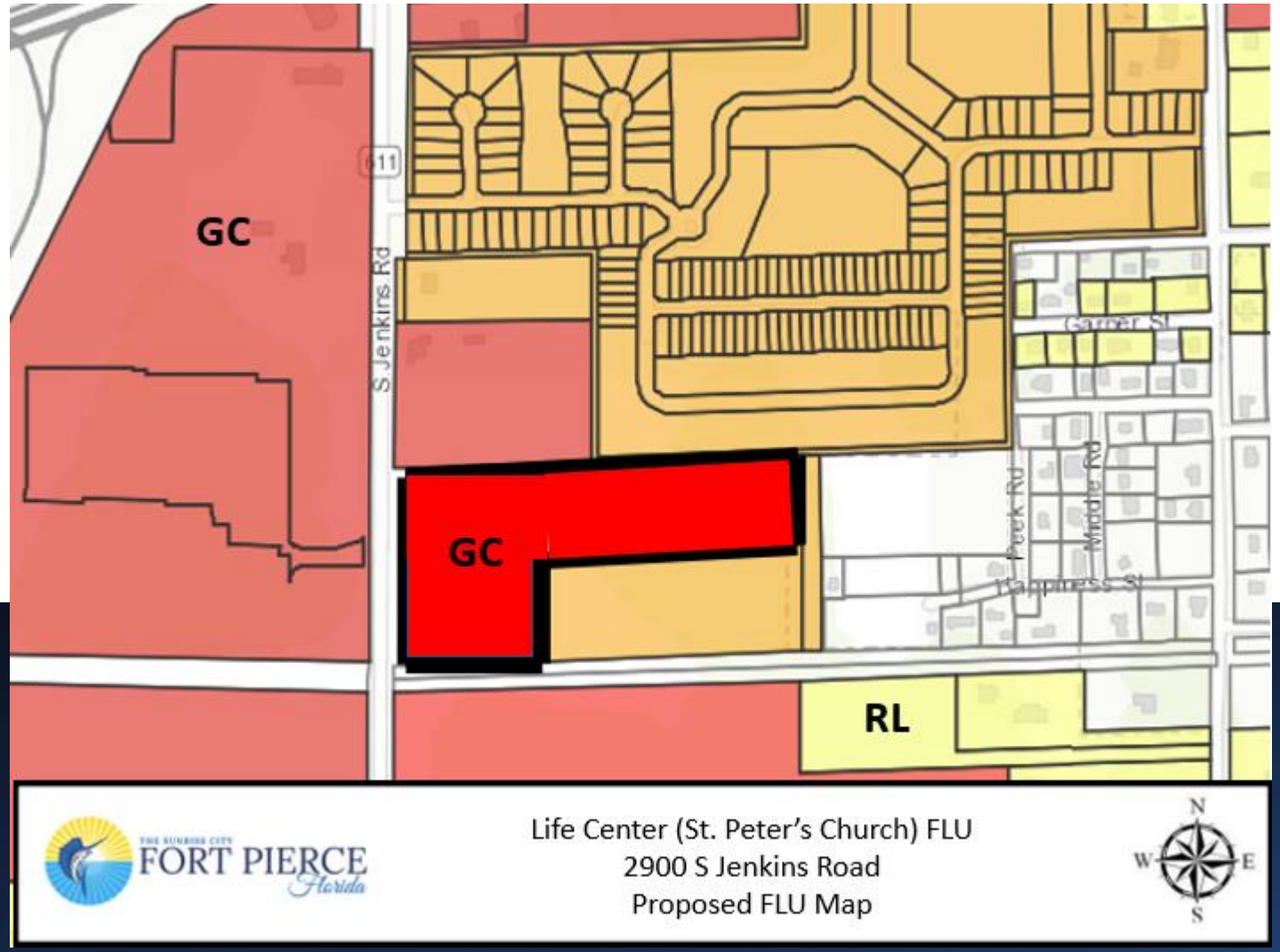
Location Map

Approx. 11.51 acres

Current Future Land Use



Proposed Future Land Use



Request

Future Land Use Map Amendment, change for one (1) parcel from RM, Residential Medium Density to GC, General Commercial.

- 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

Planning Board Recommendation

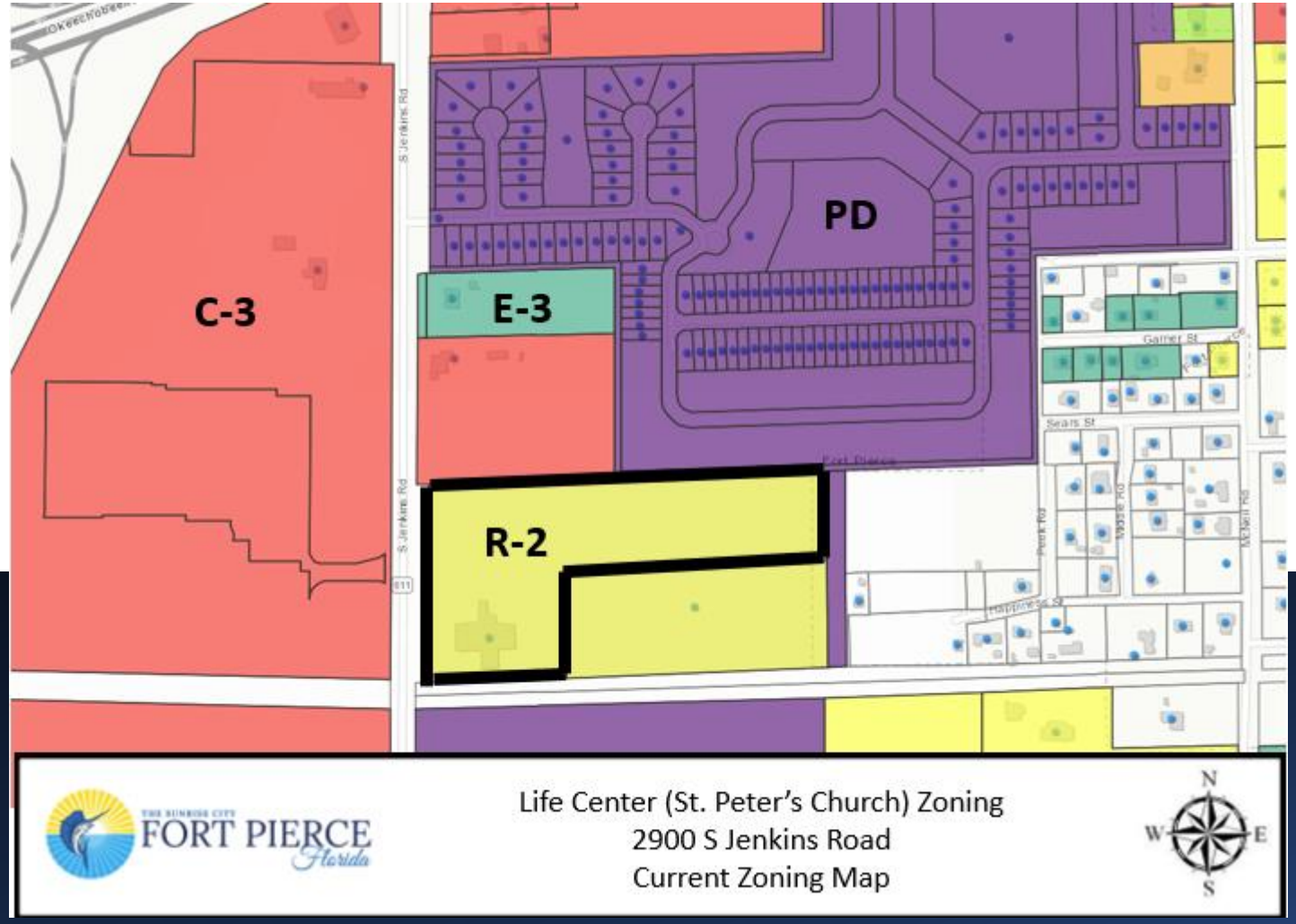
The Planning Board, at their meeting on July 13th, 2022, unanimously voted to recommend approval of the request

City Commission Actions

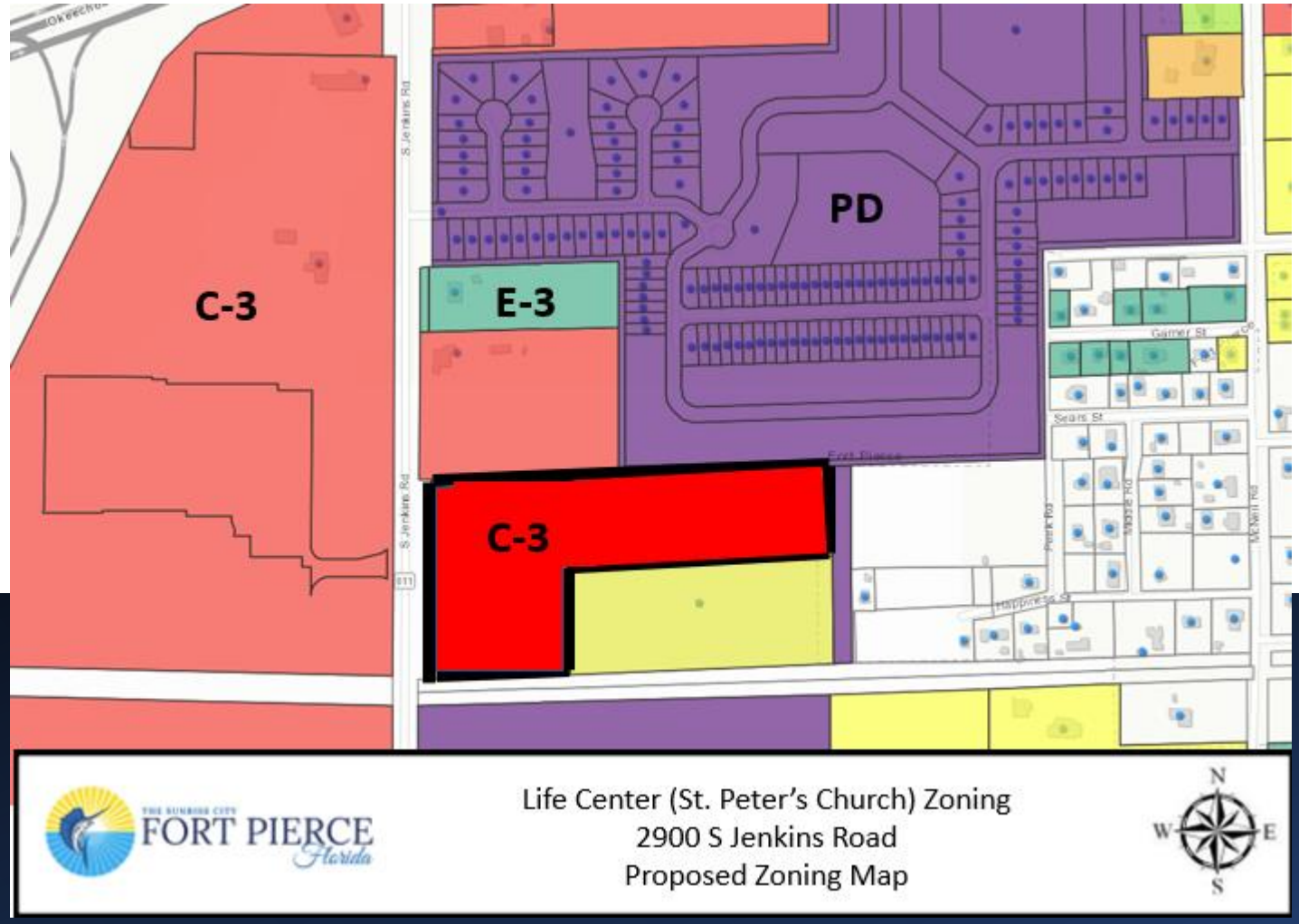
Possible actions of the City Commission:

- APPROVAL of the proposed FLUMA, with no changes
    - Staff recommends approval of the request
- APPROVAL of the proposed FLUMA, with changes
- DISAPPROVAL of the proposed FLUMA

Current Zoning Map



Proposed Zoning Map



Request

Zoning Map Amendment, change for one (1) parcel from R-2, Single-Family Intermediate Density to C-3, General Commercial.

- 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

St. Peter's Church FLUMA and Rezoning

Publication Date
9/4/2022

Ad Number
GCI0938295

Publication
St Lucie News Tribune

Market
Treasure Coast

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
lcox@cityoffortpierce.com

Customer Name
City Of Fort Pierce Legals

Customer Phone Number
(772) 460-2200

Customer Address
Po Box 1480
Fort Pierce, FL 34954-1480

Account Number (If Known)
463454

Name
Linda Cox

Street
Po Box 1480

City
Fort Pierce

State
FL

ZIP Code
34954-1480

Your Name
Jennifer DeWitt

Email Address
jldewitt@gannett.com

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1490
FORT PIERCE, FL 34954
ATTN LINDA COX

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager 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.

9/4/2022

Subscribed and sworn to before on the 4th of September, 2022

Notary, State of WI, County of Brown
My commission expires: 5.15.23

Publication Cost: $315.00
Ad No: GCI0938295
Customer No: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

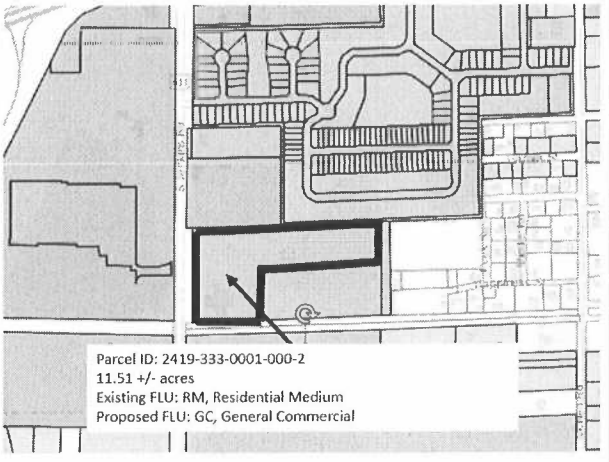
CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

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 Monday, September 19, 2022 at 5:05 p.m. and October 3, 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 22-024 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 2900 S JENKINS RD, FROM MEDIUM DENSITY RESIDENTIAL, RM, TO GENERAL COMMERCIAL, GC;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2419-333-0001-000-2

Display Map of Subject Property



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: 9.4.2022

Many killed by police mentally ill

Exact number is unclear due to information gap

Andrew Selsky and Leah Willingham
ASSOCIATED PRESS

SALEM, Ore. – One summer night, Misty Castillo stepped out of her house in Salem, Oregon, called 911 and asked for the police, saying her son was mentally ill, was assaulting her and her husband and had a knife.

"He's drunk and he's high and he's mentally ill," Castillo told the emergency dispatcher, emphasizing again her son's mental condition. Less than five minutes later, a police officer burst into the house and shot Arcadio Castillo III dead as he stood, his mother said later, "frozen like a deer in headlights."

"He didn't try to calm him down. He just came in and immediately shot my son," Castillo said.

Time and time again across the U.S., people experiencing mental health crises are being killed by police, but the exact number remains unknown because of a yawning governmental information gap.

A law passed by Congress in 2016 requires the Department of Justice to collect and publish data on how often federal, state and local officers use force,

See MENTALLY ILL, Page 27A

Fixing housing affordability faces political risk in Stuart

Blake Fontenay
Columnist
Treasure Coast Newspapers
USA TODAY NETWORK - FLA.

It takes a lot of treasure to live on the Treasure Coast.

As Catie Wegman noted in a story published a few days ago, no one making minimum wage can afford a two-bedroom rental unit in the region.

RealPage, a national real estate analysis firm, found "effective asking rent" – the listed price minus discounts – as of July was $1,901 per month for St. Lucie and Martin counties and $1,160 for Indian River County.

Assuming people should spend no more than 30% of their income on housing costs, that means residents in St. Lucie and Martin counties need to earn about $36.50 an hour at a full-time job – roughly 3.5 times the minimum wage – to afford rent.

However, the results of the Aug. 23 election demonstrate how politically hazardous it can be to tackle that particular problem.

In what I consider to be a shocking upset, surfer/chiropractor Christopher "Doc" Collins narrowly defeated Merritt Matheson for the Group 3 seat on the Stuart City Commission.

It was shocking because Matheson, the town's mayor, was highly regarded in some quarters, particularly for his leadership in addressing water po[illegible]tion.

Even Collins called Matheson "an awesome ambassador" on water issues during the candidates' videotaped interview with the TCPalm Editorial Board. However, Collins was less generous in describing his opponent's role in approving high-density development projects in the city.

During that interview and throughout the campaign, Collins repeatedly said Matheson had personally voted to approve about 2,500 new residential units in Stuart over the last four years.

"If you want to keep this place special, you need to vote for people who value low density," Collins said in the TCPalm interview. "Since he (Matheson) and Mike Meier came in four years ago, there's been a dramatic change in the culture of development and building in this city."

Matheson tried to push back, pointing out his personal misgivings about adding more high-density development and noting there were some projects he had voted against during his tenure.

But Matheson also said the town needs a mix of different types of housing to thrive.

"I'm a firm believer in a balanced supply of housing stock," Matheson told the editorial board. "And I challenge anyone out there listening to find a unit that's under $200,000 that's not over-55 (housing)."

Matheson was just being honest, but it may have cost him the election.

I didn't follow every step Collins took on the campaign trail. However, from [illegible]hat I saw, he focused his campaign al[illegible]t exclusively on the development is[illegible]when necessary linking it to other [illegible]n topics like traffic and water poll[illegible]'re facing now – more cars, more people, more runoff into the estuary – that's his (Matheson's) doing," Collins said.

(The other incumbent on the ballot in Stuart, Eula Clarke, was re-elected to the commission's Group 5 seat. Her opponent, William Laughlin, didn't seem to make development as much of an issue as Collins did.)

It's hard to fault Matheson if he thought housing affordability was a challenge his constituents might want to see addressed.

In 2018, the same year he took office, a West Palm Beach-based consulting firm prepared a report for the city on the state of the local housing market.

That study, by Suzanne Cabrera Consulting, is still on the city's website. It concluded an average annual salary of $41,360 was needed to afford a two-bedroom apartment then, with average rents running at $1,363 per month.

According to the consultant's data, an average family needed to make about $54,000 a year to afford a moderately priced home in Stuart, while the median income for residents was only $36,500.

On top of all that, the consultant's report noted 78% of the city's housing stock was built before 1989 and fewer than 1% of housing units had been built in 2010 or later.

Unsurprisingly, the study found more than 21,000 people who lived elsewhere were driving to jobs in Stuart, adding significantly to the small town's traffic problems.

So what happened? Over the past four years, the city's leaders started approving a spate of multi-family housing projects.

By April of last year, the city had 1,725 apartment units either approved, going through the permitting process, or under construction.

As the recent analysis from RealPage illustrated, the surge in multi-family construction has done little, if anything, to drive down rental prices in the community.

So what are the takeaways from all this?

Well, maybe one is to be skeptical of consultants' reports, which tend to be tailored to reflect whatever the authors think their clients want to hear.

But another takeaway may be the law of supply and demand doesn't necessarily apply to Treasure Coast real estate. Or if it does, there are enough other factors at work that increasing supply can't serve as a standalone remedy for the region's growing affordability problem.

Matheson may have learned this lesson too late. Now it will fall to his successor to determine what can be done to prevent Stuart from becoming even more of a commuter community, with out-of-towners clogging local roads because they can't afford to live near where they work.

It's a problem elected leaders in other Treasure Coast communities will have to grapple with as well. If they don't, their days in office could be numbered, too.

This column reflects the opinion of Blake Fontenay. Contact him via email at blake.fontenay@tcpalm.com or at 772-232-5424.

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CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

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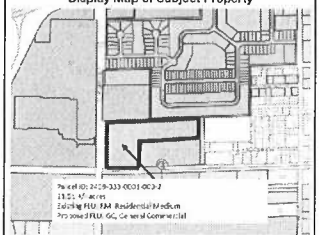
Subject Property: Parcel ID; 2419-333-0001-000-2

Display Map of Subject Property



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.

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/s/ Linda W. Cox, City Clerk
Publish: 9.4.2022

ST. LUCIE COUNTY PLANNING AND ZONING COMMISSION PUBLIC HEARING AGENDA

Thursday, September 15, 2022

NOTICE OF PROPOSED AMENDMENT TO THE OFFICIAL ZONING ATLAS

The St. Lucie County Planning and Zoning Commission is scheduled to review and make recommendations regarding the following item petitioned by the applicant for adoption by the Board of County Commissioners of St. Lucie County, Florida, by Resolution:

RESOLUTION

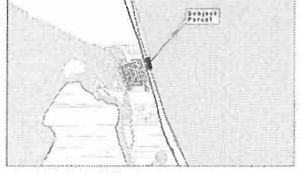
A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY FOR A CHANGE IN ZONING FROM THE CN (COMMERCIAL, NEIGHBORHOOD) ZONING DISTRICT TO THE HIRD (HUTCHINSON ISLAND RESIDENTIAL DISTRICT) ZONING DISTRICT FOR A PARCEL LOCATED IN ST. LUCIE COUNTY, FLORIDA.

APPLICANT: South Orchid Island, LLC

PURPOSE: To rezone the property from CN (Commercial, Neighborhood) Zoning District to the HIRD (Hutchinson Island Residential District) Zoning District for future redevelopment compatible with the surrounding residential properties. The site contains approximately +/- 3.53-acres and is predominantly vacant.

LOCATION: 5142 Highway A1A, Fort Pierce, FL 34949

PARCEL ID: 1419-501-0021-020-6



The Planning and Zoning Commission **PUBLIC HEARING** on this item will be held in the Commission Chambers, Roger Poitras Annex, 3rd Floor, St. Lucie County Administration Building, 2300 Virginia Avenue, Fort Pierce, Florida on **Thursday, September 15, 2022** beginning at **6:00 pm** or as soon thereafter as possible.

All interested persons will be allowed to be heard. Written comments received in advance of the public hearing will also be considered. Written comments to the Planning and Zoning Commission should be received by the Planning and Development Services Department – Planning Division at least three (3) days before the advertised hearing. The petition file is available for review at the Planning and Development Services Department – Planning Offices located at 2300 Virginia Avenue, 3rd Floor, Fort Pierce, Florida, during regular business hours. Please call (772) 462-2822 or 100 (772) 462-1428 if you have any questions or require additional information about this petition.

The St. Lucie County Planning and Zoning Commission has the power to review and make a recommendation to the St. Lucie County Board of County Commissioners, for approval or disapproval, of any applications within their area of responsibility.

THE PROCEEDINGS OF THE PLANNING AND ZONING COMMISSION ARE ELECTRONICALLY RECORDED. PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING AND ZONING COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS. FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. UPON THE REQUEST OF ANY PARTY TO THE PROCEEDING, INDIVIDUALS TESTIFYING DURING A HEARING WILL BE SWORN IN. ANY PARTY TO THE PROCEEDING WILL BE GRANTED AN OPPORTUNITY TO CROSS-EXAMINE ANY INDIVIDUAL TESTIFYING DURING A HEARING UPON REQUEST. IF IT BECOMES NECESSARY, A PUBLIC HEARING MAY BE CONTINUED TO A DATE CERTAIN.

ANYONE WITH A DISABILITY REQUIRING AN ACCOMMODATION TO ATTEND THIS MEETING SHOULD CONTACT THE ST. LUCIE COUNTY RISK MANAGER AT LEAST FORTY EIGHT (48) HOURS PRIOR TO THE MEETING AT (772) 462-1548 OR T.D.D. (772) 462-1428.

PLANNING AND ZONING COMMISSION
LOCAL PLANNING AGENCY
ST. LUCIE COUNTY, FLORIDA
/S/ JAMES TAYLOR, CHAIRMAN
PUBLISH DATE: Friday, September 2, 2022

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 10/03/2022

Re: City Initiated Rezoning- St. Peters Church- 2900 S Jenkins Road

---

SUBJECT:

Legislative Hearing - Ordinance 22-025 - Review and approval of an application of a Zoning Atlas Map Amendment submitted by the City of Fort Pierce to change the zoning from Single Family Intermediate Density, R-2, to General Commercial, C-3, at 2900 S Jenkins Road Fort Pierce, FL 34981. Parcel ID: 2419-333-0001-000-2 SECOND 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 R-2, Single Family Intermediate Density, to C-3, General Commercial.
- The subject property is surrounded by properties zoned as General Commercial (C-3), Planned Developments (PD) and Single-Family Intermediate Density (R-2).
- 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 a Zoning Atlas 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 zoning change from Single-Family Intermediate Density (R-2) to General Commercial Zone (C-3).

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 22-025
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	09/02/2022 01:38 PM
City Manager	Nick Mimms	09/09/2022 12:38 PM

Form Started By: Ryan Altizer Started On: 09/02/2022 09:54 AM
Final Approval Date: 09/20/2022

ORDINANCE NO. 22-025

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTY GENERALLY LOCATED AT OR NEAR **2900 S. JENKINS RD**, FROM SINGLE FAMILY INTERMEDIATE DENSITY (R-2) TO GENERAL COMMERCIAL (C-3); 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 property is generally located at or near 2900 S. Jenkins RD within the City of Fort Pierce, Florida, representing approximately 11.51 acres of land; and

WHEREAS, The City of Fort Pierce has applied for rezoning of the subject property generally located at 2900 S Jenkins RD from Single Family Intermediate Density, R-2 to General Commercial, C-3; 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 property is hereby rezoned as follows:

Parcel ID: 2419-333-0001-000-2

From and after the effective date hereof, the following property legally described as:

19 35 40 THAT PART OF SEC MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 602.48 FT, TH N 87 51 34 E 674.56 FT, TH S 00 35 43 E 274.92 FT, TH S 87 50 48 W 809.47 FT, TH S 01 35 32 E 5.74 FT, TH S 88 07 19 W 26.13 FT, TH S 00 35 42 E 50.40 FT, TH S 00 35 42 E 289.14 FT, TH S 87 51 03 W 447.99 FT TO POB- LESS THAT PART FOR RD R/W MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 7.01 FT, TH S 00 00 02 W 620.27 FT, TH S 87 51 03 W 7 FT TO POB- (11.51 AC - 501,376 SF)

Containing 11.51 acres, more or less

Said property being generally located at or near 2900 S Jenkins RD in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from Single Family Intermediate Density, R-2, to General Commercial, C-3, 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. 22-025 was duly advertised by title only in the St. Lucie News Tribune on Sunday, 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 19th, 2022; and was duly introduced, read by title only, and passed on second and final reading October 3rd, 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 4th day of October 2022.

_____
Linda Hudson
Mayor Commissioner

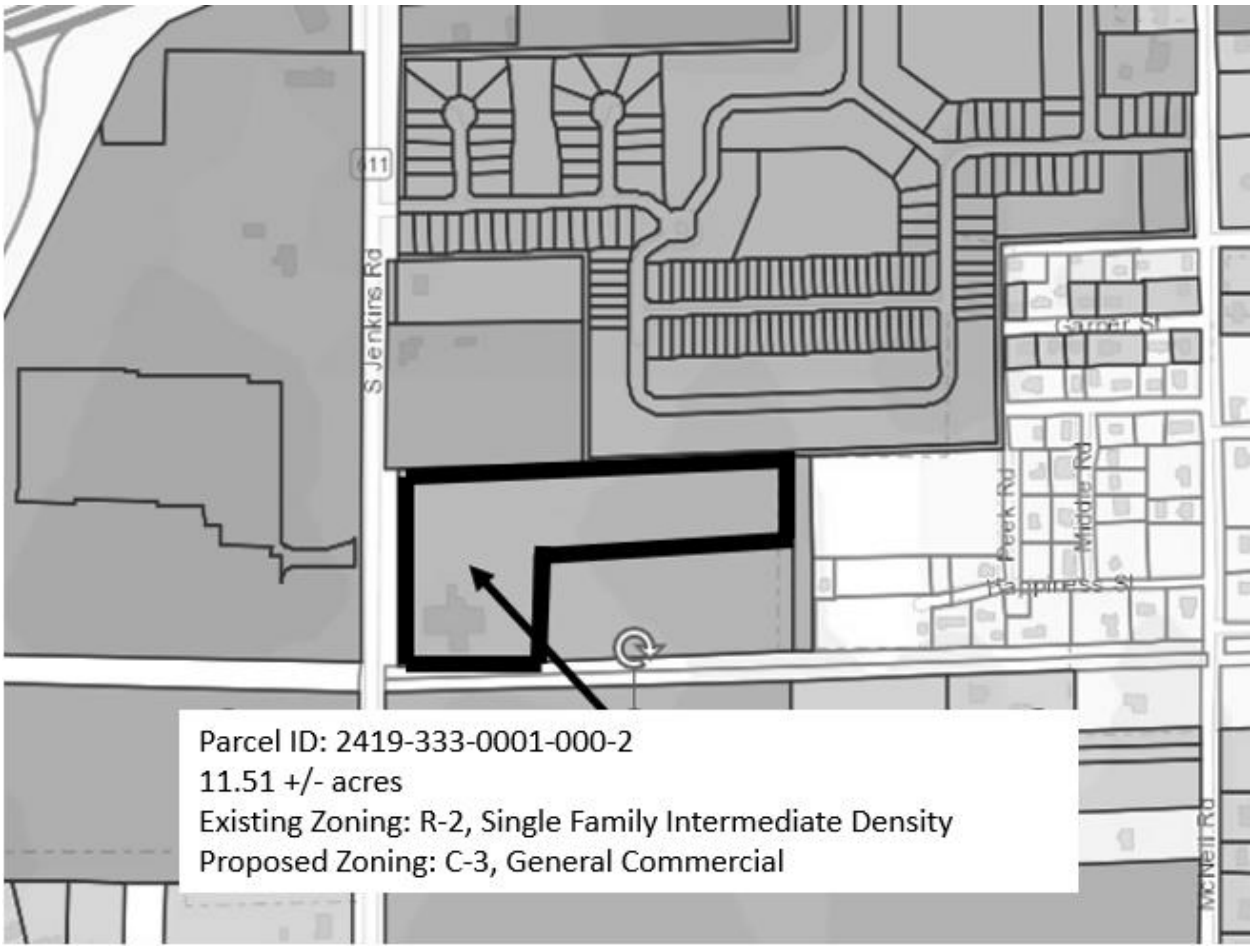
ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A

Proposed Zoning Map Amendment
Single Family Intermediate Density, R-2 to General Commercial, C-3



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms. P.E., ICMA-CM, City

THROUGH: Manager Kevin Freeman, Planning Director

FROM: Ryan Altizer, Planner

RE: **City Initiated Rezoning- St. Peters Church – 22-06000001**
2900 S Jenkins Road

BOARD DATE: September 19, 2022

STAFF REPORT

Owner: St. Peter Evangelical Lutheran Church
2900 S Jenkins Road
Fort Pierce, FL 34981

Representative: The City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950

Applicant's Request: Approval of a Rezoning from R-2, Single Family Intermediate Density, to C-3, General Commercial.

Location(s): 2900 S Jenkins RD

Parcel ID: 2419-333-0001-000-2

Future Land Use: Residential Medium Density (RM)

Current Zoning: Single Family Intermediate Density (R-2)

Surrounding FLU:

North	East	South	West
GC (FP)/ RM (FP)	RM (FP)	GC (FP)	GC (FP)

Surrounding Zoning:

North	East	South	West
C-3 (FP)/ PD (FP)	R-2 (FP)	PD (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 R-2, Single Family Intermediate Density, to C-3, General Commercial.

As displayed on the map below, the 11.51-acre subject property is surrounded by properties zoned as General Commercial (C-3), Planned Developments (PD) and Single-Family Intermediate Density (R-2).

Zoning Map

Zoning Designation Comparison

The subject property's zoning of a Single-Family Intermediate Density (R-2) district is designed mainly for areas of single-family dwellings with an average net density of less than five units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Areas in this classification should have public water and sewer service.

The requested zoning of General Commercial (C-3) 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.

It is staff's professional opinion that the more appropriate zoning for the subject site is C-3 and thus to have a Future Land Use of GC.

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 Amendment 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

The requested Application for a Zoning Atlas 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 zoning change from Single-Family Intermediate Density (R-2) to General Commercial Zone (C-3).

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Vennis Gilmore, Senior Planner

FROM: Ryan Altizer, Planner

RE: **City Initiated Rezoning/FLUMA- St. Peters Church – 22-06000001**
2900 S Jenkins Road

BOARD DATE: July 13, 2022

STAFF REPORT

Owner: St. Peter Evangelical Lutheran Church
2900 S Jenkins Road
Fort Pierce, FL 34981

Representative: The City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950

Applicant's Request: Approval of a Rezoning from R-2, Single Family Intermediate Density, to C-3, General Commercial, and a FLUMA from RM, Residential Medium Density, to GC, General Commercial.

Location(s): 2900 S Jenkins RD

Parcel ID: 2419-333-0001-000-2

Future Land Use: Residential Medium Density (RM)

Current Zoning: Single Family Intermediate Density (R-2)

Surrounding FLU:

North	East	South	West
GC (FP)/ RM (FP)	RM (FP)	GC (FP)	GC (FP)

Surrounding Zoning:

North	East	South	West
C-3 (FP)/ PD (FP)	R-2 (FP)	PD (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 R-2, Single Family Intermediate Density, to C-3, General Commercial, and a FLUMA from RM, Residential Medium Density, to GC, General Commercial.

As displayed on the maps below, the 11.51-acre subject property is surrounded by properties with the Future Land Use of General Commercial (GC) and Residential Medium Density (RM). The subject parcel is also surrounded by properties zoned as General Commercial (C-3), Planned Developments (PD) and Single-Family Intermediate Density (R-2).

FLUMA Map

S Jenkins Rd
Garner St
Sears St
Fort Pierce
Peck Rd
Happiness St
Melvin Rd

Zoning Map

Zoning Designation Comparison

The subject property currently has a Future Land Use of Residential Medium Density (RM) and a Zoning designation that is Single-Family Intermediate Density (R-2). The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. The Single-Family Intermediate Density (R-2) district is designed mainly for areas of single-family dwellings with an average net density of less than five units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Areas in this classification should have public water and sewer service.

The Requested Future Land Use of General Commercial (GC) 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 zoning of General Commercial (C-3) 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.

It is staff's professional opinion that the more appropriate zoning for the subject site is C-3 and thus to have a Future Land Use of GC.

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 Zoning Atlas Map Amendments and there were no comments from the TRC.

Staff Recommendation Zoning Atlas Amendment and Future Land Use Map Amendment

The requested Application for Zoning Atlas Map Amendment and 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 Rezoning from Single-Family Intermediate Density (R-2) to General Commercial Zone (C-3) and the proposed Future Land Use Map Amendment from Residential Medium Density (RM) to General Commercial (GC).

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Technical Review Committee

FROM: Planning Department

RE: Technical Review Project: #22-06000001
(Zoning Atlas Map Amendment, Future Land Use Map Amendment)

BOARD DATE : May 19, 2022

City Initiated Rezoning & FLUMA
Grace Church fka St. Peters Lutheran Church
2900 S. Jenkins Road

The above referenced project is being submitted for your review and comments. On May 3, 2021, St Peters Lutheran Church petitioned to the City Commission to appeal a decision made by the Board of Adjustment of the City of Fort Pierce on February 25, 2021 to deny a Sign Variance. City Commission recommended approval of the Variance request for a 9'2" sign. The Mayor and Commission agreed that staff should initiate a rezoning of the property. A Future Land Use Map Amendment is also a required to be consisted with the Zoning change.

The subject parcel has a Future Land Use designation of Medium Density Residential (RM) and will be amended to General Commercial (GC) and a Zoning designation of Single-Family Intermediate Density Zone (R-2) that is being amended to General Commercial (C-3).

Please send all comments to planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department.

If you have comments, please respond prior to Tuesday, May 17, 2022.

If you have any questions, please contact the Planning Department at 772-467-3737.

Thank You

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:00 P.M. ON MONDAY, **MAY 3, 2021.**

1. CALL TO ORDER

Mayor Hudson called the May 3, 2021 Regular Meeting of the City Commission to order at 6:00 PM.

2. OPENING PRAYER - Pastor Arndrea Dampier, Fresh Wind Fresh Fire

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Rufus Alexander; 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 Peter Sweeney

Commissioner Alexander participated by telephone.

5. APPROVAL OF MINUTES

a. Approval of Minutes from the April 19, 2021 Regular Meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the April 19, 2021 Regular Meeting.

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

Passed

6. PROCLAMATIONS

a. Fort Pierce Inlet 100th Anniversary

b. Mental Health Awareness Month Proclamation being received by Debbie Hawley of New Horizons.

7. LETTERS TO COMMISSION

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

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

Reginald Sessions

Aisha Nash
Susan Baker

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

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

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

Passed

10. MISCELLANEOUS REPORTS

a. Presentation of Lincoln Park Main Street's recommendation for honorees of bronze plaque at NW Pioneers Park

City Manager Nick Mimms introduced Mrs. Pamela Carrithers. Pamela Carrithers presented criteria, matrix, and procedures for nominees and honorees of the bronze plaque at NW Pioneers Park.

11. CONSENT AGENDA

a. Approval of the Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative between the Fort Pierce Utilities Authority, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency.

b. Approve purchase from SHI., Somerset, NJ for Microsoft O365 licenses and Azure AD for Fort Pierce Police Department in the amount not to exceed $67,617.60.

c. Approval of NUE Urban Concepts scope of services in the amount of $174,125.00 for development of a combined mobility plan and mobility fee for the City of Fort Pierce.

d. Approval of Communitywide Council Recommendation for the program year 2020-2021 Public Service Grant Awards to five (5) entities in the total amount of $23K.

e. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $809.04 against 1501 Avenue J, Fort Pierce, FL, Parcel ID # 2404-810-0007-000/2 owned by Kenneth Mills and Albert Russo, by waiving the interest, penalties and administrative costs in the amount of $234.04 leaving a **balance due of $575.00 payable in 60 days.**

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve the consent agenda.

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

Passed

12. PUBLIC HEARINGS

a. Resolution No. 21-R25 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 515 N 14th Street to show cause why the

structure located on the premises should not be condemned and demolished.

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

Resolution 21-R25

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 515 NORTH 14TH STREET IN FORT PIERCE, FLORIDA 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE SHALL BE DEMOLISHED; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the City Commission that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the commission engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the commission applies those laws and policies and is held to stricter procedural requirements. Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal commission meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and decisions must be made based on competent substantial evidence.Therefore, Commissioners have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the commission has established the uniform procedures for quasi-judicial hearings that will be followed this evening. Finally, no one should approach any member on the Commission on the Dioceses, City Attorney, or City Clerk during the hearing. If documents are to be given to the City Clerk please give them to the Sergeant at Arms, which are either of the two police officers in the Chamber.

Mayor Linda Hudson called the proceeding to order.

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

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

City Clerk Linda Cox was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Code Compliance Manager Peggy Arraiz presented the history leading to the

determination of Condemnation and Demolition. As of 04/23/2021 Demolition permit 21-2552 is still in plan check. Notices were sent to all involved parties including the current owner. There is no code enforcement activity other than the condemnation. This property is considered historic. Actions that may be taken by the City Commission are:
Approve the Resolution for Demolition
Amend
Deny

Commissioner Curtis Johnson, Jr. inquired if the demolition permit from 2020 was for the same contractor for 2021. He requested clarification if the process was discontinued because the property was deemed historical. Mrs. Arraiz stated that she was unaware if this is the same contractor and verified that the property has been approved as historical.

Commissioner Jeremiah Johnson inquired if the plans submitted by the applicant are part of the demolition permit and if FPUA has any involvement. He also requested confirmation on the structure of the home. Mrs. Arraiz responded that the demolition permit is the only item submitted, and that there are no utilities provided to the property. She also conformed that the home is concrete block.

Commissioner Thomas Perona requested clarification of the demolition permit process timeline. Mrs. Arraiz explained that they are given sixty (60) days to complete the work. Once the work is completed there is no other timeline.

Commissioner Rufus Alexander inquired if the property and structure are insured.

Mayor Linda Hudson inquired about historic preservation. Mrs. Arraiz explained the Commission comes first because this is an issue of life, health, and safety. The Commission has the option to approve demolition, amend changes such as dates, table the matter, or deny completely.

Mayor Linda Hudson opened the public hearing.

Eugene Brown, owner, communicated that he was held up due to Covid 19 and issues with the architect but is prepared to move forward. His goal is to have the property completed in one year if the Commission will grant him the time.

Commissioner Jeremiah Johnson inquired if issues with the architect had been resolved. Also asked to confirm if the structure was CBS block and the flooring material. Mr. Brown stated that this is a new architect and confirmed home is CBS block. He also clarified that the floors are wood but plans to cover with concrete.

Commissioner Thomas Perona inquired as to the applicants expected completion date. Mr. Brown does not have a specific date in mind but has a goal for one year if the Commission approves.

Commissioner Curtis Johnson inquired if the plan was demolition with the four walls remaining with plans to move forward thereafter.

City Manager Nick Mimms responded to a question raised by Commissioner Jeremiah Johnson if the home can be built on a non-conforming lot. This is a platted non-conforming lot which allows the house to be built as it sits currently.

Seeing no one else, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 21-R25 with the following conditions: Owner shall remove the roof structure and interior walls within 45 days of demolition permit issuance; owner shall submit plans and a building permit application for reconstruction within 60 days from the date of this hearing on May 3, 2021; and owner shall cause the first building inspection to occur within 45 days after reconstruction building permit is issued.

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

Passed

b. Legislative Hearing - Ordinance 21-004 - extending the territorial limits of the City of Fort Pierce, to include two (2) properties at or near 2398 Peters Road in Fort Pierce, Florida. FIRST READING

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

ORDINANCE NO. 21-004

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR 2398 PETERS ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Planner Brandon Creagan presented an overview of the approval of annexation. Staff recommends approval of the annexation as it meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11. Planning staff recommends approval.

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No 21-004.

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

Passed

c. Legislative Hearing - Ordinance 21-012 Amending Chapter 103, Article IX, Property Maintenance Ordinance and Housing Code and creating Article XI, Mobile and Manufactured Homes. FIRST READING

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

ORDINANCE NO. 21-012
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, CREATING ARTICLE XI, OF THE CODE OF ORDINANCES ENTITLED "MOBILE AND MANUFACTURED HOMES"; PROVIDING FOR ADOPTION OF THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; PROVIDING FOR APPLICABILITY AND NATURE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.
Building official Paul Thomas, sworn, explained the International Property Maintenance Code (IPMC) is not enforceable for mobile and manufactured homes as they are not considered structures rather vehicles. Any alternation can jeopardize the structure. This Ordinance establishes criteria based on the Department of Motor Vehicles for repair and maintenance.

Commissioner Thomas Perona inquired if there are foreseen conflicts between vehicle and structure standards. Mr. Thomas explained standards for the structures are very different.

Commissioner Curtis Johnson commented on Mr. Thomas being proactive with measures for the community.

Mayor Linda Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve Ordinance No 21-012.

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

Passed

d. Legislative Hearing - Ordinance 21-013 - extending the territorial limits of the City of Fort Pierce, to include one (1) property at or near 2192 Copenhaver Road in Fort Pierce, Florida. FIRST READING

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

ORDINANCE NO. 21-013

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR 2192 COPENHAVER ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE

IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2021; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Planner Brandon Creagan presented an overview of the approval of annexation. Staff recommends approval of the annexation as it meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11. Planning staff recommends approval.

Commissioner Jeremiah Johnson inquired if staff had discussed making the street name consistent. Mr. Creagan commented that no discussion had taken place regarding the street name. City Manager Nick Mimms clarified that the roads are county, therefore would require approval to change name.

Mayor Linda Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve ORDINANCE NO. 21-013.

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

Passed

13. CITY COMMISSION

a. Hearing on notice of appeal filed by St. Peter Lutheran Church, 2900 Jenkins Road, to appeal a decision made by the Board of Adjustment of the City of Fort Pierce on February 25, 2021, pursuant to the Fort Pierce Code of Ordinances, Sec. 125-108.

Attorney Pete Sweeney explained this is an appeal from the Board of Adjustments decision and the time for deliberation. No new evidence should be considered.

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

Pastor Ted Rice discussed the history of his sign being removed and why the sign is needed at the requested dimensions.

Commissioner Thomas Perona inquired if rezoning had been considered.

Pastor Ted Rice responded rezoning had been considered, cost is a factor.

Mayor Linda Hudson requested clarification as to the reason the sign was removed.

Pastor Ted Rice responded the sign was removed for installation of turning lane for the charter school.

Commissioner Curtis Johnson, Jr. inquired as to the type of sign the church planned to install.

Pastor Ted Rice responded the purchased sign is digital.

Commissioner Jeremiah Johnson inquired if the base can be modified for the sign.

Pastor Ted Rice responded that the sign would be unreadable at the proposed base height.

Assistant Planning Director Rebeca Guerra provided an overview of staff recommendation that the Commission uphold the Board of Adjustments decision to deny the height variance request.

Commissioner Curtis Johnson expressed concern with potential placement of the sign and inquired on the cost of rezoning.

Rebeca Guerra explained that the sign may be affected by future expansion. In addition, the estimated cost to the church for rezoning is $10,000.

The Mayor and Commission discussed the request before them. They agreed that staff should initiate rezoning of the property and the sign variance should be granted.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to grant the variance request for a 9'.2" sign.

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

Passed

b. Tabled from April 19, 2021 - Commission deliberations on an application for Conditional Use with No New Construction submitted by property owner, Susan Baker, and applicant, Michelle Longarzo, for Conditional Use Approval to operate a Dwelling Rental with a rental period of 30 days or less. The property is located at 1577 Thumb Point Drive and is zoned Single-Family Intermediate density zone (R-2). Parcel ID: 2401-605-0105-000-0.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to bring from the table.

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

Passed

Conditional Use Deliberation

Mayor Linda Hudson voiced traffic and safety concerns.

Commissioner Curtis Johnson, Jr. commented on concerns with the lack of Competent Substantial Evidence needed to deny the request.

Commissioner Jeremiah Johnson expressed concerns with State of Florida inconsistency with law.

Commissioner Thomas Perona finds lack of Competent Substantial Evidence needed to deny the request.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to deny request.

AYE: Commissioner Jeremiah Johnson, Mayor Linda Hudson

NAY: Commissioner Rufus Alexander, Commissioner Curtis Johnson, Jr., Commissioner Thomas Perona

Failed

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve with five staff recommendations.

AYE: Commissioner Rufus Alexander, Commissioner Curtis Johnson, Jr., Commissioner Thomas Perona

NAY: Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Resolution 22-R20 authorizing the sale of surplus property on Cortez Boulevard (parcel ID: 2421-500-0060-000-2) to the successful bidder, Miguel Aguilar.

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

RESOLUTION NO. 21-R20

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS LOTS 48 AND 50 OF MARAVILLA SUBDIVISION ON CORTEZ BOULEVARD, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve RESOLUTION NO. 21-R20.

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

Passed

d. Resolution 21-R21 authorizing the sale of surplus property on South 11th Street to the successful bidder, KIB Construction Corp.

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

RESOLUTION NO. 21-R21

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS LOT 1 AND NORTH HALF OF LOT 2 OF RICHARD'S SUBDIVISION, BLOCK B, ON SOUTH 11TH STREET, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve RESOLUTION NO. 21-R21.

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

Passed

e. Resolution 21-R22 authorizing the sale of 1207 Avenue L to the successful bidder, Team Facey Real Estate, LLC.

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

RESOLUTION NO. 21-R22

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 1207 AVENUE L, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve RESOLUTION NO. 21-R22.

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

Passed

f. Resolution 21-R23, adopting the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for program years 2021-2022, 2022-2023, 2023-2024.

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

RESOLUTION NO. 21-R23

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS 1207 AVENUE L, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve RESOLUTION NO. 21-R23.

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

Passed

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.

Eugene Cochran

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms announced that City Hall is now open to the public. Thanks to the partnership with the Department of Health (DOH), over 8,700 vaccines have been administered. The Highwaymen license plate campaign has launched. Support is needed to meet the 2023 goal of 3000 vouchers. On May 6th, an in person Joint Meeting with the Board of County Commissioners will take place. Finally, the Conference Agenda meeting is scheduled for May 10, 2021.

City Attorney Peter Sweeney has no comments.
City Clerk Linda Cox has no comments.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Rufus Alexander has no comments.

Commissioner Curtis Johnson, Jr. wished all mothers Happy Mother's Day. He will be attending IEMO training this weekend. On April 29th he held is first Town Hall Meeting. He encouraged the Commission to continue to engage with the community.

Commissioner Thomas Perona addressed the mischaracterzation of the Commission. He expressed that we are One Fort Pierce.

Commissioner Jeremiah Johnson appreciates the positivity of One Fort Pierce. Annual meeting at the Backus House, and the Mainstreet Golf Tournament the following week.

Mayor Linda Hudson highlighted the upcoming events for the Centennial Celebration.

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 9:01 pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

CITY OF FORT PIERCE

BOARD OF ADJUSTMENT

Board of Adjustment Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY BOARD OF ADJUSTMENT HELD ON THURSDAY, FEBRUARY 25, 2021, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: James Crist; Charles Hayek; Stanley Hula; Darryl Bey; William Nunn, Chair

Staff Present: Tanya Earley, Assistant City Attorney
Rebeca Guerra, Assistant Planning Director
Vennis Gilmore, Planner
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant

4. CONSIDERATION OF ABSENCES

All Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the December 3, 2020 meeting

Motion was made by Charles Hayek, and seconded by Stanley Hula to approve the minutes from the December 3, 2020 meeting.

AYE: Darryl Bey, James Crist, Charles Hayek, Stanley Hula, Chair William Nunn

Passed

6. PUBLIC HEARINGS

a. **Variance - Frontier Development Sign - 5000 Okeechobee Road**

The clerk introduced the Variance for the Frontier Development located at 5000 Okeechobee Road.

Chairman Nunn asked the Assistant City Attorney, Tanya Earley, to explain the Quasi-Judicial Hearing procedures.

Before commencing this Quasi-Judicial Hearing, Tanya Earley, Assistant City Attorney, explained to the Board of Adjustment that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the Board engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the Board applies those laws and policies and is held to stricter procedural requirements. Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal Board meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and, decisions must be made based on competent substantial evidence. Therefore, Board members have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the Commission has established the uniform procedures for quasi-judicial hearings that will be followed today.

Chairman Nunn called the proceeding to order.

The clerk confirmed the City complied with advertisement and notice requirements.

Chairman Nunn inquired with the Board regarding ex-parte communications and asked the Clerk to call the roll:

Mr. Hayek– no
Mr. Hula – no
Mr. Bey - no
Mr. Crist - no
Chairman Nunn - no

Chairman Nunn opened the public hearing.

The clerk was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth, and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff Presentation:
Vennis Gilmore, Planner, gave an overview of the application. The applicant is requesting approval of two variances (1) to deviate from City Code 117-6(b)(1)c. to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and (2) to deviate from City Code 117-7(5)(a)5. to allow for up to a 588 square foot rear entrance wall sign per tenant in lieu of the Code maximum of 6 square feet in the General Commercial Zone (C-3). The applicant is requesting both variances to increase signage visibility as much as possible and to mirror the Okeechobee Road facade. The applicant believes that the main frontage facade should not consider the Okeechobee Road frontage but rather the side facing the parking lot where patrons will access the building. The Planning Department recommends approval of the requested variances to deviate from City Code 117-6(b)(1)c. to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and to deviate from City Code 117-7(5)(a)5. to allow for up to a 588 square foot rear entrance wall sign per tenant in lieu of the Code maximum of 6 square feet in the General Commercial Zone (C-3); based upon the justification presented by the applicant with respect to the criteria for granting a Variance specified in City Code Section 125-100.

Board questions for Staff: Mr. Nunn asked if the parking lot is being reconfigured. Mr. Crist asked if the sign on the north and south side of the building are the same size. Mr.

Hayek asked if the 20% sign area is for each tenant or the entire wall. Mr. Crist asked if landscaping and irrigation will be included.

Applicant questions for Staff: None

Applicant presentation: Luis Davila, of Frontier Development, sworn, stated the rear of the building is the front of the business. Mr. Davila explained the back side of the property faces Okeechobee Road and signage is needed on Okeechobee Road for visibility. Mr. Davila stated that St. Augustine grass and irrigation has been approved on the landscape plan.

Ms. Guerra clarified the location of the building and its orientation on the site.

Board questions for Applicant: None

Public comment: None

Chairman Nunn, seeing no one else, closed the public hearing.

Motion was made by Darryl Bey, and seconded by Charles Hayek to approve the requested variances to allow for up to 100 percent of the main street wall face permitted sign area to be located on the rear wall facade and to allow for up to a 588 square foot rear entrance wall sign per tenant.

AYE: Charles Hayek, Stanley Hula, Darryl Bey, James Crist, Chair William Nunn
Passed

b. **Variance - St. Peter's Lutheran Church Sign - 2900 Jenkins Road**

The clerk introduced the sign Variance for St. Peter's Lutheran Church located at 2900 Jenkins Road.

Chairman Nunn called the proceeding to order.

The clerk confirmed the City complied with advertisement and notice requirements.

Chairman Nunn inquired with the Board regarding ex-parte communications and asked the Clerk to call the roll:

Mr. Crist - no
Mr. Hayek– no
Mr. Hula – no
Mr. Bey - no
Chairman Nunn - yes

Chairman Nunn opened the public hearing.

The clerk was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth, and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Staff Presentation:

Rebeca Guerra, Assistant Planning Director, said the applicant is requesting the Board of Adjustment approve two (2) Variances to deviate from Sections 117-7(1)b. and 117-7(3)a.3. in order to install a 36 square foot pole sign with a height of 9'2". The subject site has a lot size of 11.51 acres and has been home to St. Peter's Evangelical Lutheran Church since the year 2000. At that time, the church property had a six (6)-foot high, 36-square foot monument sign, with shrubbery encircling the foundation, along its front entry adjacent to Jenkins Road. As a result of nearby development, the church was required to remove the sign in order to allow for infrastructure improvements, including a sidewalk. The church is now seeking to install a larger and taller pole sign in the same general area as the previous monument sign. City Code Section 117-7(1)b. states that signage within the R-2 zone shall not exceed 32 square feet in size. Additionally, Section 117-7(3)a.3. restricts the maximum height of signage within the R-2 zone to six (6) feet. Staff recommends that the Board of Adjustment approve the Variance from Section 117-7(1)b. to allow for a 36 square foot ground sign in lieu of the Code maximum of 18 square feet, subject to the condition of approval that the perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting. Staff recommends that the Board of Adjustment deny a Variance from Section 117-7(3)a.3. to allow for a 9'2" tall ground sign in lieu of the Code maximum of six (6) feet.

Ms. Guerra stated a like-for-like sign would be supported by staff as it would make the applicant whole after having to remove the previous sign and was consistent with other signs in the area for properties with similar zoning/uses. She stated that the second Variance is not as a result of a hardship, but rather, because the applicant wished to have a taller sign than was previously approved and did not want to go through the appropriate process of rezoning the property in order to obtain it. Ms. Guerra explained that if the property was rezoned to commercial, C-3, a larger sign would be allowed by right. Ms. Guerra noted that the church could have a 6-foot monument sign with the same copy area as what was being proposed in the application.

Board questions for Staff:

Mr. Bey asked who has the responsibility to make appropriate zoning changes. Ms. Guerra explained that a developer normally makes zoning changes to the property , but that in certain circumstances, a city can initiate zoning for a large area. In this case, a Comprehensive Plan amendment and a Rezoning would be required. Mr. Hayek asked the cost of a rezoning application. Mr. Brandon Creagan stated the cost would be around $9500.00 for the Comprehensive Plan Amendment and the Rezoning the church property.

Applicant questions for Staff: None

Applicant presentation: Pastor Rice, owner, sworn, explained the church sign was torn down when the sidewalk was widened for a commercial building being built behind the church. Pastor Rice said the church is surrounded by commercial property and the church is only requesting an additional nine feet in height. Pastor Rice stated it is unfair for the church to not have a large sign like the neighboring businesses. Pastor Rice noted that it would be a different circumstance if the church was located in the middle of a residential area.

Board questions for Applicant: Mr. Bey asked Pastor Rice if he has an aversion to changing the zoning.

Public comment: None

Mr. Crist stated other properties in the area have rezoned due to changing times. Mr. Bey said rezoning should have been considered to simplify the matter. Mr. Hayek explained that

approving the height of the sign would open the flood gates in the R-2 zoning and that is the whole reason for having zoning codes. Mr. Hayek pointed out that commercial zoning would make the church property more valuable.

Chairman Nunn, seeing no one else, closed the public hearing.

Motion was made by Charles Hayek, and seconded by James Crist to approve the Variance to allow for a 36- square foot ground sign with the condition that the perimeter landscaping around the entire base of the sign shall be provided in the form of drought-tolerant shrubbery a minimum of 18 inches tall at the time of planting. .

AYE: James Crist, Charles Hayek, Stanley Hula, Darryl Bey, Chair William Nunn
Passed

Motion was made by Charles Hayek, and seconded by Darryl Bey to deny the Variance to allow for a 9'2" tall ground sign

AYE: Darryl Bey, James Crist, Charles Hayek
NAY: Stanley Hula, Chair William Nunn
Passed

After the motion to deny, Ms. Earley clarified with the members of the Board, who voted in support of the motion, that they are following the recommendation of staff and are in agreement with the recommendation and the reasons set forth in the PowerPoint presentation.

Mr. Hayek stated that dropping the base to 1 foot rather than 4 feet solved the problem.

7. DISCUSSION / OTHER BUSINESS

8. COMMENTS FROM THE PUBLIC

There were no comments from the public.

9. ADJOURNMENT

Publication Date
7/3/2022

Ad Number
GCI0909193 / GCI0909195

Publication
St. Lucie News Tribune

Market
Treasure Coast

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
lcox@cityoffortpierce.com

Customer Name
City Of Fort Pierce Legals

Customer Phone Number
(772) 460-2200

Customer Address
Po Box 1480
Fort Pierce, FL 34954-1480

Account Number (If Known)
463454

Name
Linda Cox

Street
Po Box 1480

City
Fort Pierce

State
FL

ZIP Code
34954-1480

Your Name
Jennifer DeWitt

Email Address
jldewitt@gannett.com

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager 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.

7/3/2022

Subscribed and sworn to before on the 3rd of July, 2022

Notary, State of WI, County of Brown
My commission expires: 5.15.23

NANCY HEYRMAN
Notary Public
State of Wisconsin

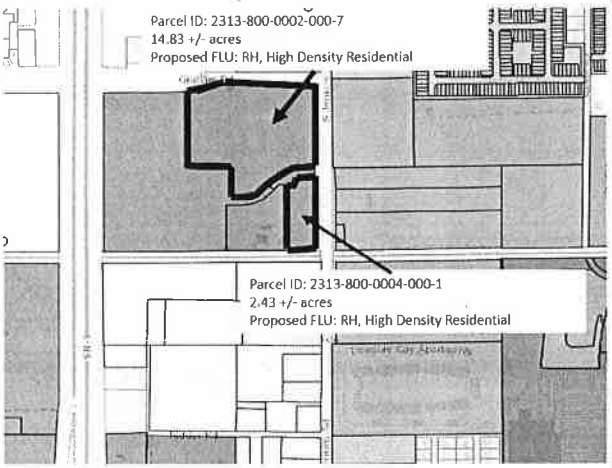
Publication Cost: $315.00
Ad No: GCI0909193
Customer No: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

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

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

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7/3/2022

Subscribed and sworn to before on the 3rd of July, 2022

Notary, State of WI, County of Brown
My commission expires: 5-15-23

Publication Cost: $315.00
Ad No: GCI0909195
Customer No: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

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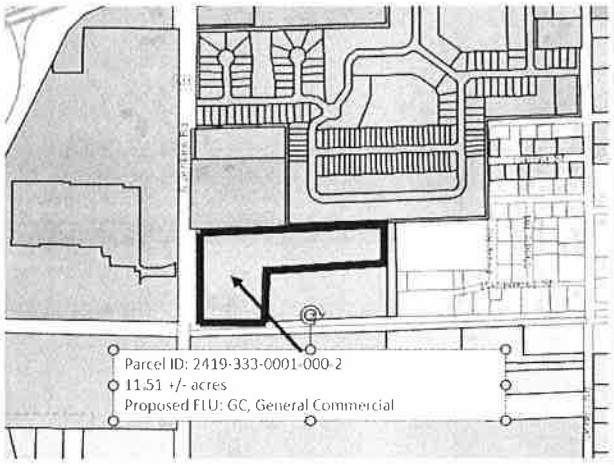
The legal description of the parcels are as follows:

19 35 40 THAT PART OF SEC MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 602.48 FT, TH N 87 51 34 E 674.56 FT, TH S 00 35 43 E 274.92 FT, TH S 87 50 48 W 809.47 FT, TH S 01 35 32 E 5.74 FT, TH S 88 07 19 W 26.13 FT, TH S 00 35 42 E 50.40 FT, TH S 00 35 42 E 289.14 FT, TH S 87 51 03 W 447.99 FT TO POB- LESS THAT PART FOR RD R/W MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 7.01 FT, TH S 00 00 02 W 620.27 FT, TH S 87 51 03 W 7 FT TO POB- (11.51 AC - 501,376 SF)



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.

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Dated this 3rd day of July 2022.

Frank Creyaufmiller, Chairman
Local Planning Agency
City of Fort Pierce, Florida

_____

Ryan Altizer, Planner

NATION & WORLD

Nev. clerks complete recount

Gabe Stern
ASSOCIATED PRESS/REPORT FOR AMERICA

RENO, Nev. – County election officials wrapped up a two-day statewide recount of ballots in the Nevada GOP primary for governor Friday and the outcome did not appear to change in the state's two most populous counties, showing second-place finisher Joey Gilbert losing to Clark County Sheriff Joe Lombardo in a crowded field.

The Nevada secretary of state's office confirmed Friday afternoon that all 17 counties had finished their recounts. Though officials did not post or comment on the unofficial results, Clark and Washoe counties confirmed that Lombardo had beaten Gilbert, who paid for the recount despite trailing Lombardo by 11 percentage points following the June 14 vote.

Clark and Washoe counties account for 75% of the ballots cast in the Nevada Republican primary for governor.

For Republicans, Gilbert's apparent rejection of the results reflects growing challenges two years after many in the party embraced disproven claims of election fraud. Party leaders want to encourage voting while also appealing to the tens of thousands who backed Gilbert and distrust elections.

The day after the election, state GOP chair Michael McDonald – who rejected the results of the 2020 election – rebuked Gilbert and said it was time to unite behind Lombardo in a rare instance of criticism of the far-right within the state party.

"The election is over. It's been called. Joe Lombardo has won. We need to come together and unite," he said, calling Gilbert's reaction "emotional."

As COVID spikes, France weighs return to masks

Influx of tourists makes stricter rules unlikely

Barbara Surk and Jade Le Daley
ASSOCIATED PRESS

NICE, France – Tourism is booming again in France – and so is COVID-19. French officials have "invited" or "recommended" people to go back to using masks but stopped short of renewing restrictions that would scare visitors away or revive antigovernment protests.

From Paris commuters to tourists on the French Riviera, many people seem to welcome the government's light touch, although some worry that required prevention measures might be needed.

Virus-related hospitalizations rose quickly in France over the past two weeks, with nearly 1,000 patients with COVID-19 hospitalized a day, according to government data. Infections are also rising across Europe and the United States, but France has an exceptionally high proportion of people in the hospital, according to Our World in Data estimates.

French government spokesperson Olivia Gregoire has said there are no plans to reintroduce national regulations that limit or set conditions for gathering indoors and other activities.

"The French people are sick of restrictions," she said Wednesday on BFMTV. "We are confident that people will behave responsibly."

France's parliamentary elections last month resulted in President Emmanuel Macron losing his majority in the national legislature, with parties on the far right and the far left that had protested his government's earlier vaccine and mask rules gaining seats.

With tourists thronging Paris and other cities, the French government is recommending a return to mask-wearing in public transport and crowded areas but has stopped short of imposing new rules. MICHEL EULER/AP

After the prime minister last week recommended that people resume wearing masks on public transportation, commuter Raphaelle Vertaldi said, "We need to deal with the virus, but we can't stop living because of it."

Vertaldi, who was boarding a train in Boussy-Saint-Antoine south of Paris, said she opposed mandatory mask use but would cover her mouth and nose again, if the government requires it.

Hassani Mohammed, a postal worker in Paris, didn't wait for the government to decide. He masks up before his daily commute. With his wife recovering from surgery and two children at home, he does not want to risk contracting the coronavirus a third time.

"I realized that the pandemic does not belong to the past," Mohammed said.

Masks have been contentious in France. Early in the pandemic, the French government suggested masks weren't helpful. It ultimately introduced some of Europe's toughest restrictions, including an indoors and outside mask mandate that lasted more than a year, along with strict lockdowns.

A Paris court ruled Tuesday that the French government failed to sufficiently stock up on surgical masks at the start of the pandemic and to prevent the virus from spreading. The administrative court in Paris also ruled the government was wrong to suggest early on that that masks did not protect people from becoming infected.

The government lifted most virus rules by April, and foreign tourists have returned by land, sea and air to French Mediterranean beaches, restaurants and bars.

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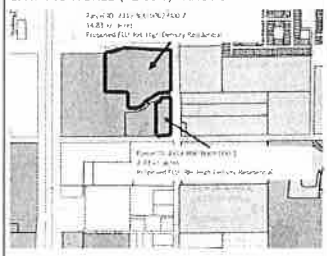
CAMPING WORLD (PB 80-7) TRACT 1
CAMPING WORLD (PB 80-7) TRACT 3



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Dated this 3rd day of July 2022.

Frank Creyaufmiller, Chairman
Local Planning Agency
City of Fort Pierce, Florida

Ryan Altizer, Planner

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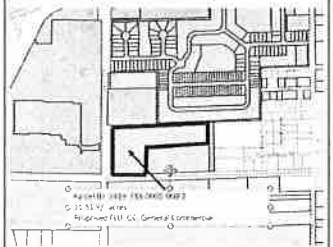
NOTICE IS HEREBY GIVEN, pursuant to Sections 163.3174(4)(a) and 163.3184(a), F.S., the Planning Board, as the Local Planning Agency, of the City of Fort Pierce will hold a public hearing on Wednesday, July 13th, 2022, at 2:00 P.M., in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida. The public hearing will be on an application submitted by the representative, the City of Fort Pierce for a Future Land Use Map Amendment for one (1) parcel of land to change the future land use designation from RM, Medium Density Residential to GC, General Commercial. Said parcel is generally located at 2900 S Jenkins RD.

The legal description of the parcels are as follows:

19 35 40 THAT PART OF SEC MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 602.48 FT, TH N 87 51 34 E 674.56 FT, TH S 00 35 43 E 276.92 FT, TH S 87 50 48 W 809.47 FT, TH S 01 35 32 E 5.74 FT, TH S 88 07 19 W 26.13 FT, TH S 00 35 42 E 50.40 FT, TH S 00 35 42 E 289.14 FT, TH S 87 51 03 W 447.99 FT TO POB- LESS THAT PART FOR RD R/W MPDAF: FROM SW COR OF SEC, TH N 00 00 02 W 40.01 FT, TH N 87 50 48 E 73.02 FT TO POB; TH N 00 00 01 E 620.27 FT, TH N 87 49 58 E 7.01 FT, TH S 00 00 02 W 620.27 FT, TH S 87 51 03 W 7 FT TO POB- (11.51 AC - 501,376 SF)



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

REGIONAL BRIEFS

Alabama state senator withdraws challenge after one-vote defeat

MONTGOMERY, Ala. – A state senator has dropped a challenge to his one-vote defeat in the Republican primary.

State Sen. Tom Whatley withdrew before the latest re-hearing in the dispute, party officials said. Auburn City Councilman Jay Hovey is the Republican nominee in the race. He will face Democratic nominee Sherri Reese in November.

Whatley filed a challenge after losing the primary race by a single vote. Party officials then declared the race a tie, overruling local officials over the eligibility of a voter who maintained she was wrongly left off voter rolls. Party officials planned to decide the race by a coin flip.

The party scheduled a re-hearing at Hovey's request after the Alabama Law Enforcement Agency said they had no record of the woman completing the voter registration process. Whatley withdrew before the re-hearing was held, party officials said.

Patsy Kenney had cast a provisional ballot for Whatley. She said she registered to vote when she went to get her Alabama driver's license. The law enforcement agency said she did not complete the process of getting a license and voter registration is sent only after, "the credential is issued and the customer signs the required declaration."

A lawyer for Kenney said she is reviewing options.

Police in North Carolina fatally shoot armed woman

FAYETTEVILLE, N.C. – Police in North Carolina fatally shot a woman after an unsuccessful de-escalation attempt and struggle over a weapon, authorities said Saturday.

The incident began when Fayetteville police officers were called Friday night to a home for a reported attempted break-in, the Fayetteville Observer reported.

Assistant Fayetteville Police Chief James Nolette said a female caller had reported four armed men were trying to break into the home but after a 30-minute discussion, officers found no such evidence. The woman then pulled out a weapon and threatened to harm herself, Nolette said.

Nolette said officers spent nearly an hour within feet of the woman trying to de-escalate the situation and get her to relinquish the handgun. The woman's young child and another relative were nearby as well, he said.

"They're in harm's way, the officers are in harm's way," Nolette said.

When one or both officers attempted to disarm the woman, the struggle "went to the ground" and at least one officer fired a gun. The woman, who was not immediately identified, was pronounced dead at the scene.

Nolette said the officers are on administrative leave and the State Bureau of Investigation will conduct a probe into the shooting.

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: 2900 Jenkins Rd
2. Property Tax ID(s): 2419 - 333 - 0001 - 000-2
3. Total Acreage: 11.51
4. Existing Future Land Use Designation: RM (Residential Medium Density)
5. Existing Zoning Classification: R-2 (Single Family Intermediate Density)
6. Proposed Zoning Classification: C-3 (General Commercial)
7. Other applications being submitted concurrent with this application, if any: _____
8. Describe the existing uses, improvements and structures on the amendment lands: _____
9. Are there any identified or possible historical structures on the amendment lands? _____
10. The reason for making this request: _____

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					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
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

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
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	
Proposed Zoning	
Change in Demand	

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact	

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____
E-mail: _____

13. Name of Applicant: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

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 Date

Address State Zip

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.

Property Owner's Name (Please Print) RONALD MCCASKILL Phone 772-979-5051

Address 9 R McCaskill State FL Zip 34982

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 5th day of May, 2022, by Ronald McCaskill who is personally known to me or has produced Driver's License as identification.

Dawn M. Moonsammy
Signature of Notary (seal)

Notary Public State of Florida
Dawn M. Moonsammy
My Commission
HH 255015
Exp. 4/19/2026

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

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: 2900 Jenkins Rd
2. Property Tax ID(s): 2419-333-0001-000-2
3. Total Acreage: 11.51
4. Existing Future Land Use Designation: RM (Residential Medium Density)
5. Existing Zoning Classification: R-2 (Single Family Intermediate Density)
6. Proposed Zoning Classification: C-3 (General Commercial)
7. Other applications being submitted concurrent with this application, if any: _____

8. Describe the existing uses, improvements and structures on the amendment lands: _____

_____

9. Are there any identified or possible historical structures on the amendment lands? _____

10. The reason for making this request: _____

_____

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					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
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

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
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	
Proposed Zoning	
Change in Demand	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

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		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____
E-mail: _____

13. Name of Applicant: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

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 Date

Address State Zip

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.

Property Owner's Name (Please Print) Phone

Address State Zip

Ronald W McCaskill 5-5-2022

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 5th day of May, 2022, by Ronald W McCaskill who is personally known to me or has produced Known as ident

Dawn M. Moonsammy

Signature of Notary (seal)

Notary Public State of Florida
Dawn M. Moonsammy
My Commission
HH 255015
Exp. 4/19/2026

OFFICE USE:

DATE RECEIVED: Signed:

File Number: Check No: Receipt No:

TRC Review: Planning Board Review: City Commission:

Ordinance No: Date Approved:

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: September 4,2022

NOTICE BY MAIL: August 25, 2022

NOTICE BY SIGNS: July 8th, 2022

VERIFIED BY: Ryan Altizer **TITLE:** Planner

SIGNATURE: Ryan Altizer **DATE:** 9/2/2022

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

July 26, 2022

Dear Property Owner:

The City is requesting approval of a **Zoning Atlas Amendment** to rezone from Single-Family Intermediate Density (R-2) to General Commercial (C-3), generally located at or near **2900 S Jenkins Road**, Fort Pierce, FL. The Parcel ID is 2419-333-0001-000-2.

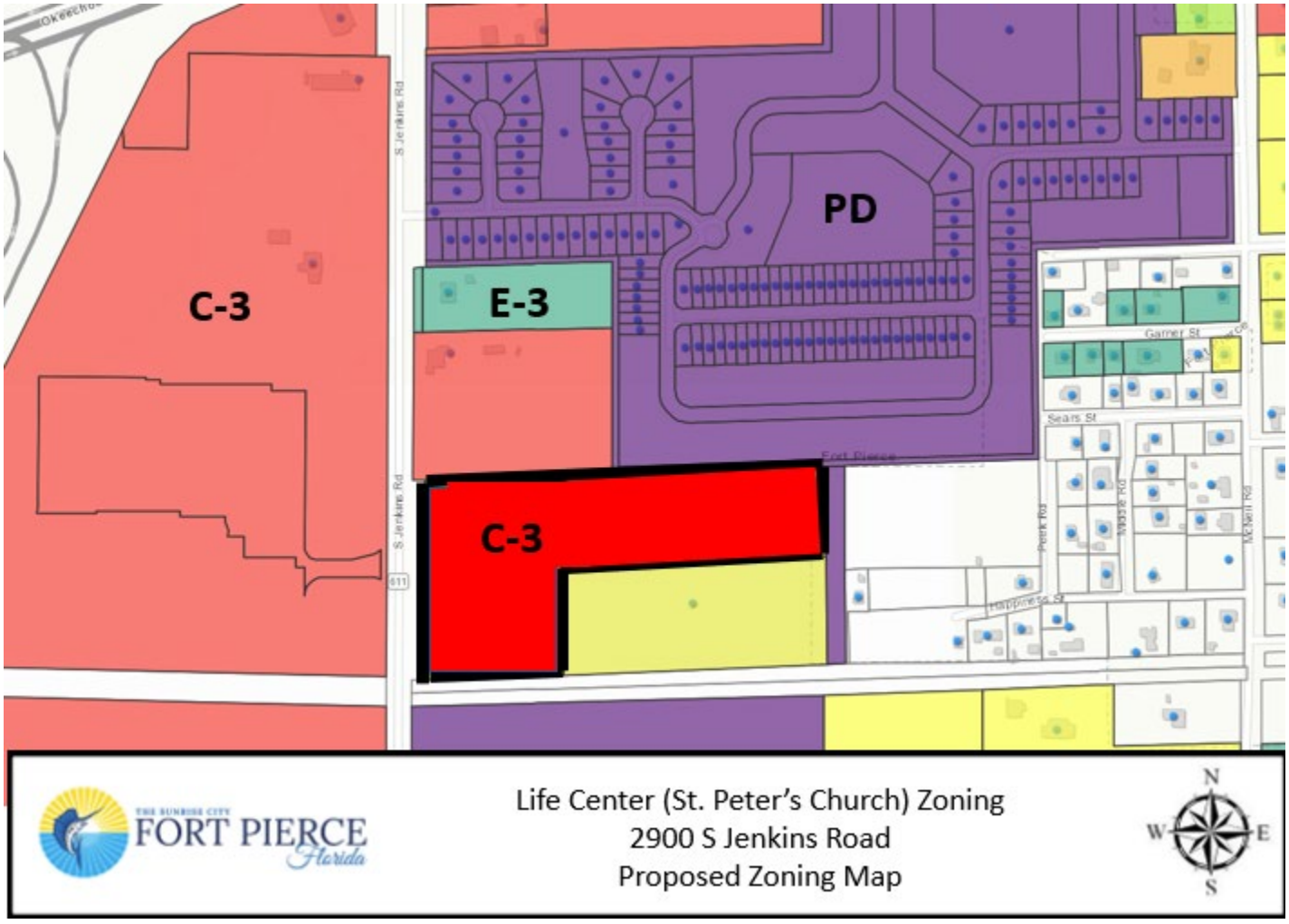
A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meetings on **Monday, September 19th, 2022** which begins at **5:05 p.m**. and **Monday, October 3rd, 2022** which begins at **5:05 p.m.** in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Zoning Atlas Amendment**. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or raltizer@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Sincerely,

Ryan Altizer

Ryan Altizer
Planner

2900 S Jenkins Road



Cornerstone Fort Pierce Dev
Viva Communties At Treasure Coast West LLC
Kronos LLC
St Peter Evangelical Luthern
NSLRWCD
East Mountain Commercial LLC
Glenn Barker (EST)
Lorinda W Hinkle and John L Williams
Bobby J Johnson and Wanda R Johnson
Neill Farms FP LLC
NVR Inc
Walter L Hastings and Kelley Annn Holmes
S R BACHER ENTERPRISES LLC
NSLRWCD

c/o ECHO Real Estate Services Company	Pittsburgh; PA 15238-2815
365 Route 59; Unit Ste 110	Airmont; NY 10952-3460
c/o William G Angelos	Fort Pierce; FL 34949-3439
2900 S Jenkins RD	Fort Pierce; FL 34981-4427
14666 Orange AVE	Fort Pierce; FL 34945-4511
775 W 1200 N; Unit Ste 100	Springville; UT 84663-3070
3303 Sunrise BLVD	Fort Pierce; FL 34982-6543
5191 Happiness ST	Fort Pierce; FL 34981-5314
4767 Selvitz Rd	Fort Pierce; FL 34981-4806
601 N Congress AVE; Unit Ste 302	Delray Beach; FL 33445-4639
1409 Tech BLVD; Unit Ste 202	Tampa; FL 33619-7830
3047 McNeil RD	Fort Pierce; FL 34981-4422
1821 N US Highway 1	Fort Pierce; FL 34946-1498
14666 Orange AVE	Fort Pierce; FL 34945-4511

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning - Rezoning

RUN ONCE: Sunday, September 4, 2022

NO LESS THAN 2 COLUMNS WIDE BY 10 INCHES LONG. HEADLINE SHALL BE IN A TYPE NO SMALLER THAT 18 POINT. DO NOT PLACE IN THAT PORTION OF THE NEWSPAPER WHERE LEGAL NOTICES AND CLASSIFIED ADS APPEAR

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

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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 Monday, September 19, 2022 at 5:05 p.m. and Monday, October 3, 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 NO. 20-025 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** One (1) PROPERTY LOCATED AT **2900 S JENKINS RD** FROM SINGLE FAMILY INTERMEDIATE DENSITY (R-2) TO GENERAL COMMERCIAL (C-3); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2419-333-0001-000-2

Display Map of Subject Property
****Insert Map Here ****

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.

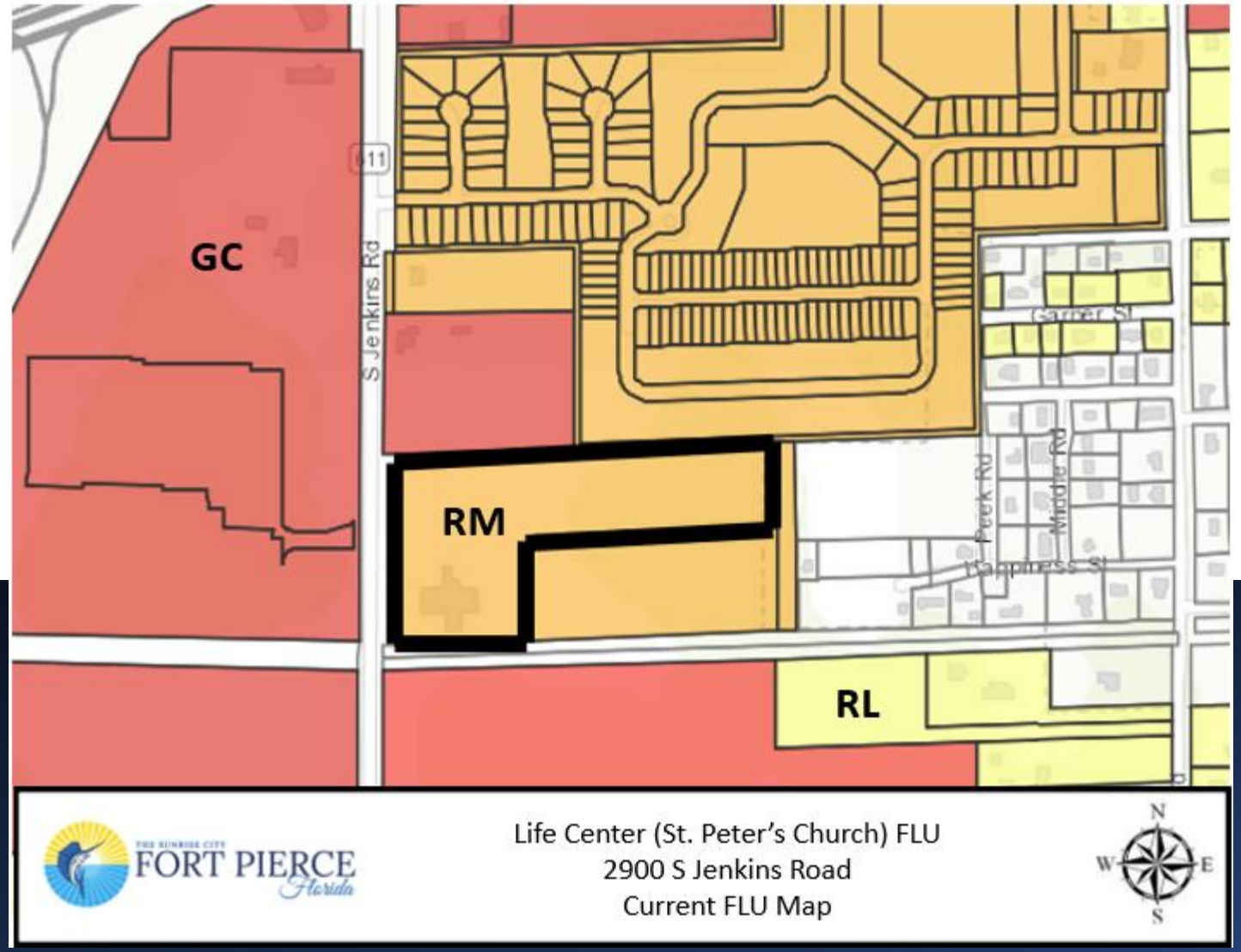
/s/ Linda W. Cox, City Clerk
Publish: 9.4.2022

St. Peter's Church FLUMA and Rezoning

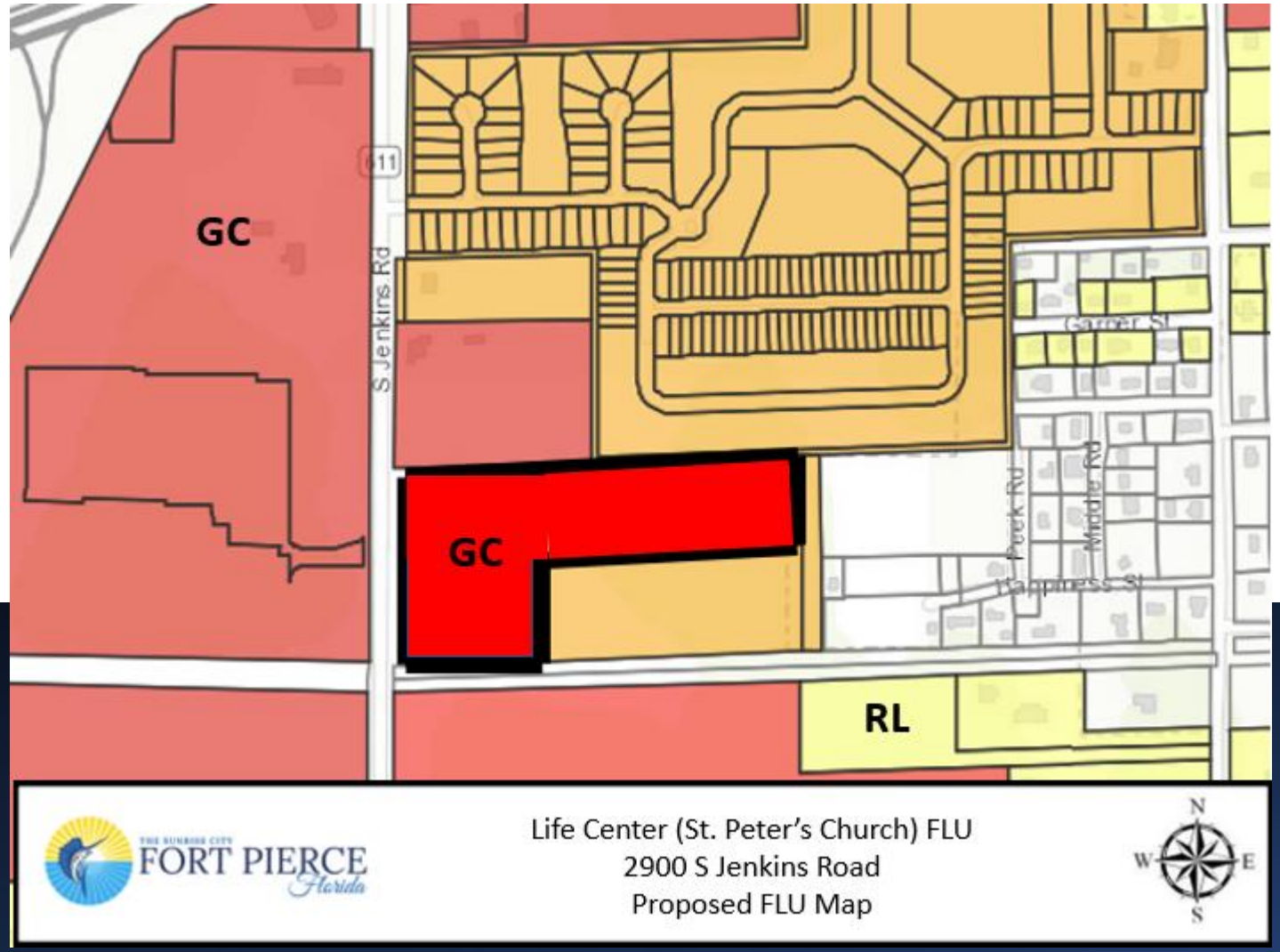
Location Map

Approx. 11.51 acres

Current Future Land Use



Proposed Future Land Use



Request

Future Land Use Map Amendment, change for one (1) parcel from RM, Residential Medium Density to GC, General Commercial.

- 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

Planning Board Recommendation

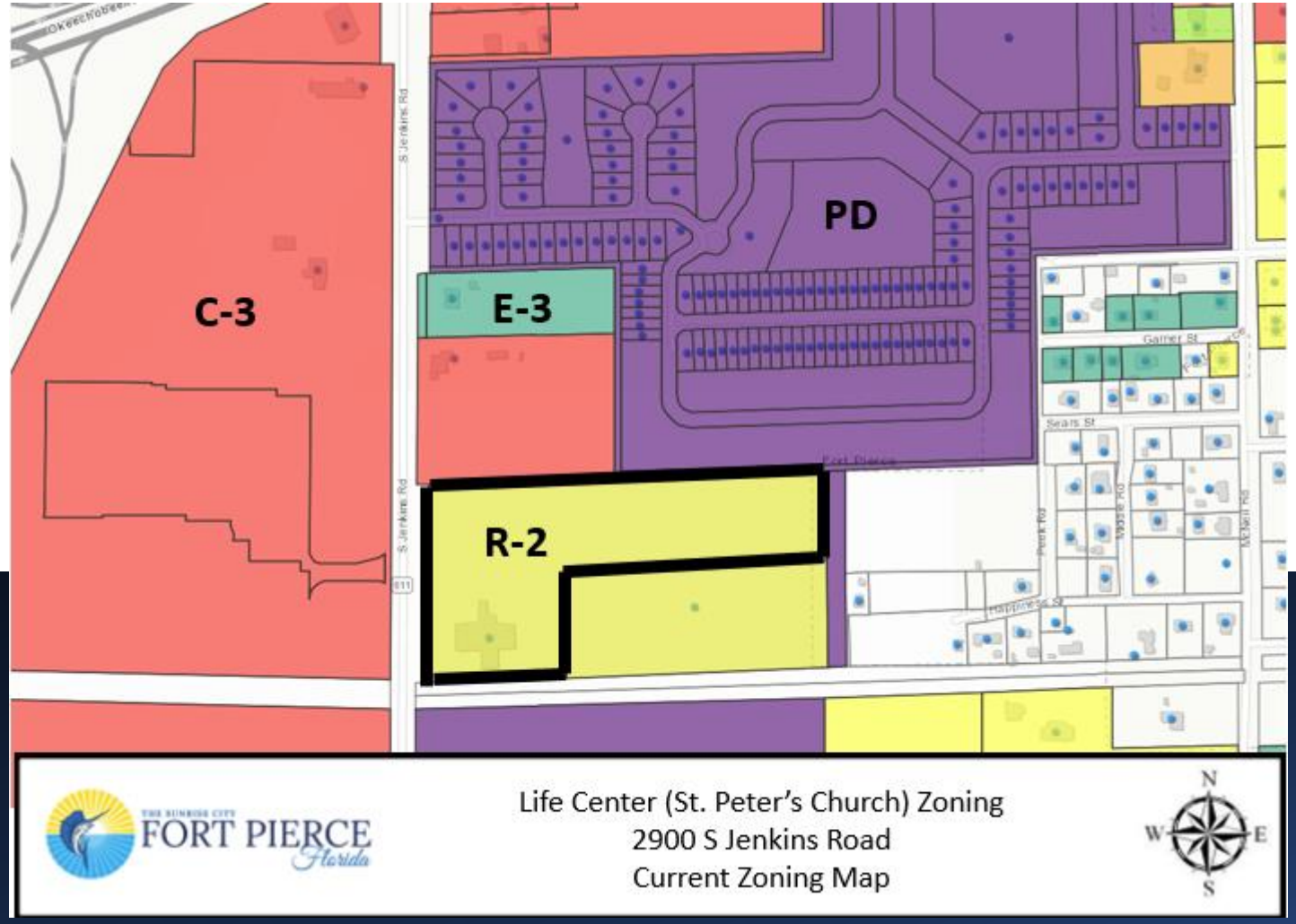
The Planning Board, at their meeting on July 13th, 2022, unanimously voted to recommend approval of the request

City Commission Actions

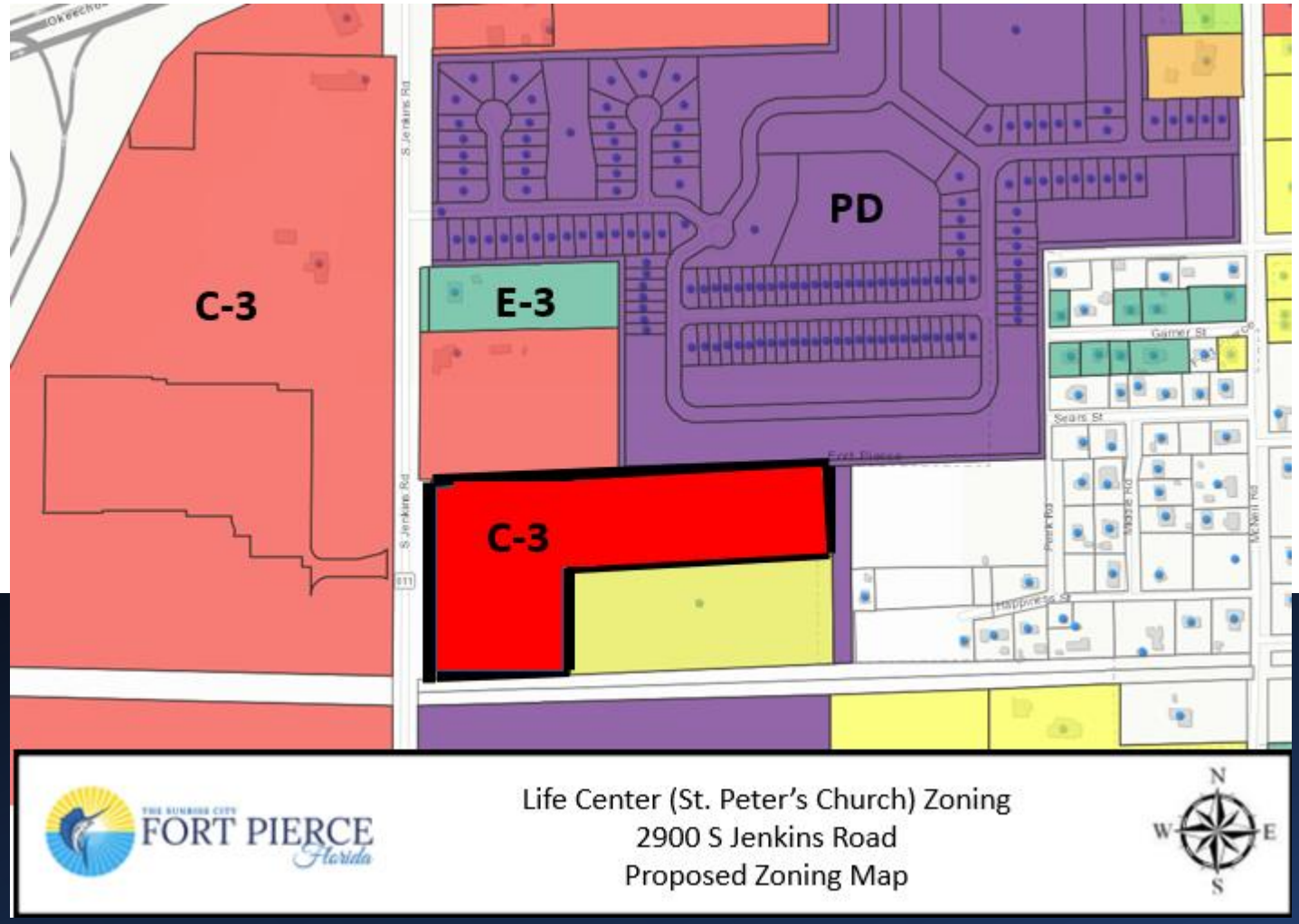
Possible actions of the City Commission:

- APPROVAL of the proposed FLUMA, with no changes
    - Staff recommends approval of the request
- APPROVAL of the proposed FLUMA, with changes
- DISAPPROVAL of the proposed FLUMA

Current Zoning Map



Proposed Zoning Map



Request

Zoning Map Amendment, change for one (1) parcel from R-2, Single-Family Intermediate Density to C-3, General Commercial.

- 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

St. Peter's Church FLUMA and Rezoning

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 :
09/04/2022

Dana Kanitz

Subscribed and sworn to before on September 6, 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: $124.80
Ad No: 0005396647
Customer No: 1309463
PO #: 22-25 St Peters Church

# 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 Monday, September 19, 2022 at 5:05 p.m. and Monday, October 3, 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 NO. 22-025 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** ONE (1) PARCEL LOCATED AT **2900 S JENKINS RD** FROM SINGLE FAMILY INTERMEDIATE DENSITY (R-2) TO GENERAL COMMERCIAL (C-3); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2419-333-0001-000-2

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: 9.4.2022
TCN5396647

RECEIVED
SEP 1 [illegible]
FINANCE DEPT.

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 10/03/2022

Re: Annexation- Canadian Corporation Rental Apartments- 3000 Virginia Avenue

SUBJECT:

Legislative Hearing - Ordinance 22-030 - Review and approval of an application for a voluntary annexation by property owners Canadian Corporation and applicant Jeremy Mears of the parcel at or near 3000 Virginia Avenue. Parcel ID: 2419-111-0002-000-7. FIRST READING

SUMMARY:

- The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning designation of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is General Commercial (GC) with a Zoning classification of General Commercial (C-3).
- Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission."
- Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.
- The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends approval of the proposed annexation along with the Future Land Use designation of GC and the Zoning designation of C-3.

ALTERNATIVES:

- Denial of proposed annexation

RESPONSIBLE STAFF:

Ryan Altizer, Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Ordinance 22-030
Staff Report & Supporting Documents
Application Packet & Supporting Documents
Public Notice Certification
Staff Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 05:06 PM

Form Started By: Ryan Altizer
Started On: 09/21/2022 03:10 PM
Final Approval Date: 09/27/2022

ORDINANCE NO. 22-030

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR **3000 VIRGINIA AVENUE IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2023; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their August 8th, 2022 meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on August 31st, 2022, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on August 31st, 2022, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

a) Parcel ID: 2419-111-0002-000-7

19 35 40 THAT PART OF N 3/4 OF NE 1/4 OF NE 1/4 LYG S OF CANAL 7-LESS VIRGINIA AV AND HARTMAN RD R/W- AND THAT PART OF SE 1/4 OF NW 1/4 OF NE 1/4 LYG S OF CANAL 7 AND E OF CANAL 29

Said property containing approximately 17.83 acres and being generally located at the southwest corner of 41st Street and Virginia Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2023, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. 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 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya 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. 22-030 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, September 18, 2022 and Sunday, September 25, 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 October 3rd, 2022; and was duly introduced, read by title only, and passed on second and final reading October 17th, 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 18th day of October, 2022.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

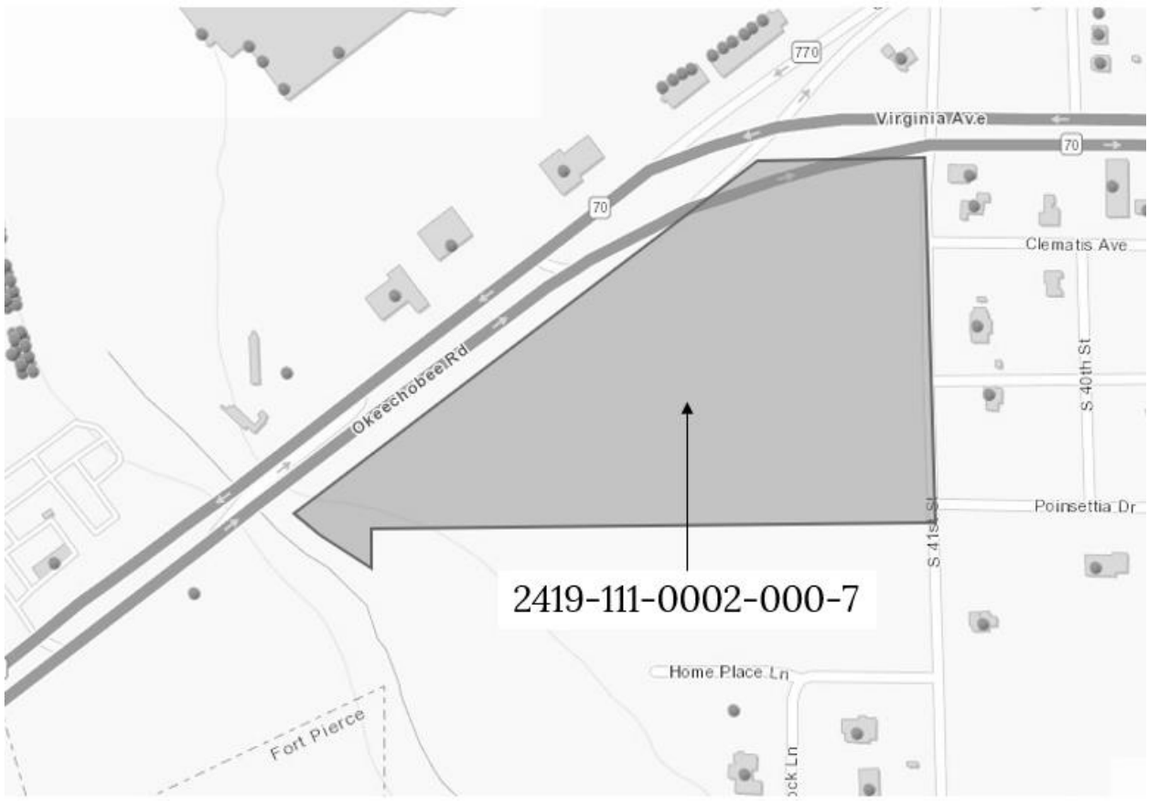
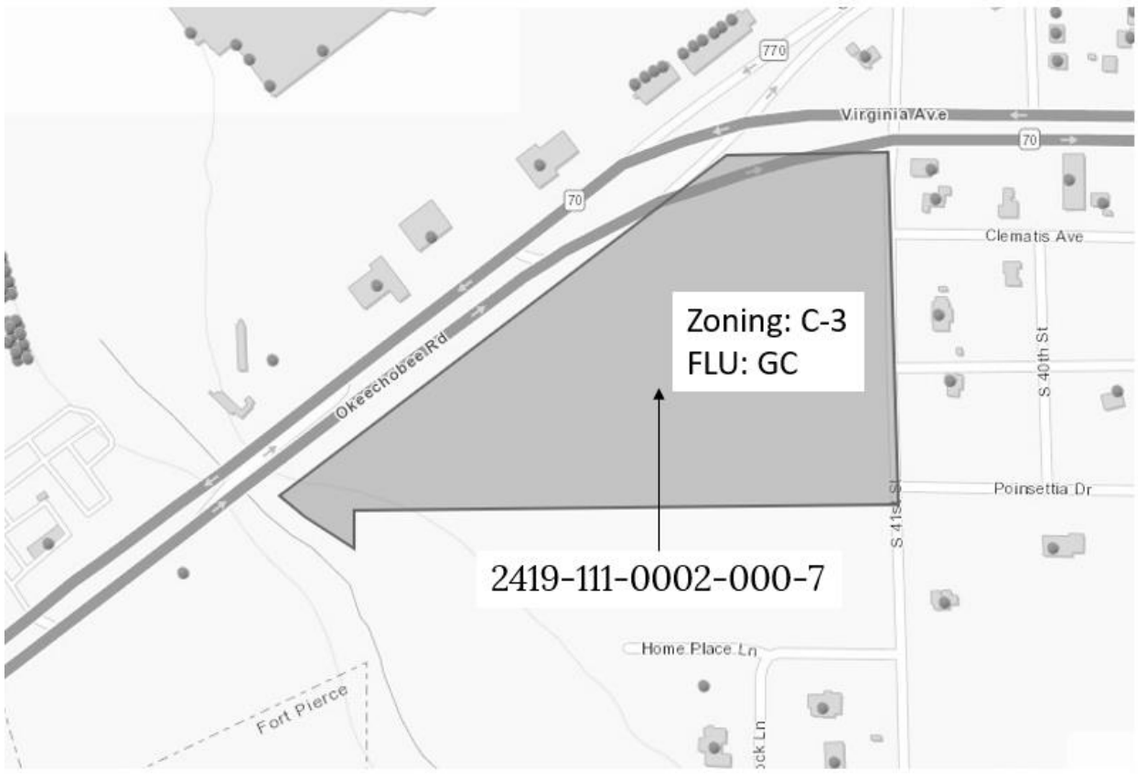


EXHIBIT B
Zoning & Future Land Use Designation Assignment



*The property to be annexed currently has a zoning of Commercial General (CG) with a Future Land Use of Commercial (COM). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of General Commercial (C-3) and have a Future Land Use Designation of General Commercial (GC).

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Members of the City of Fort Pierce Planning Board
THROUGH:	Kevin Freeman- Planning Director
FROM:	Ryan Altizer, Planner
RE:	**Application for Annexation** **Canadian Corporations Rental Apartments – 3000 Virginia Avenue** **22-02000001**
BOARD DATE:	August 8th, 2022

STAFF REPORT

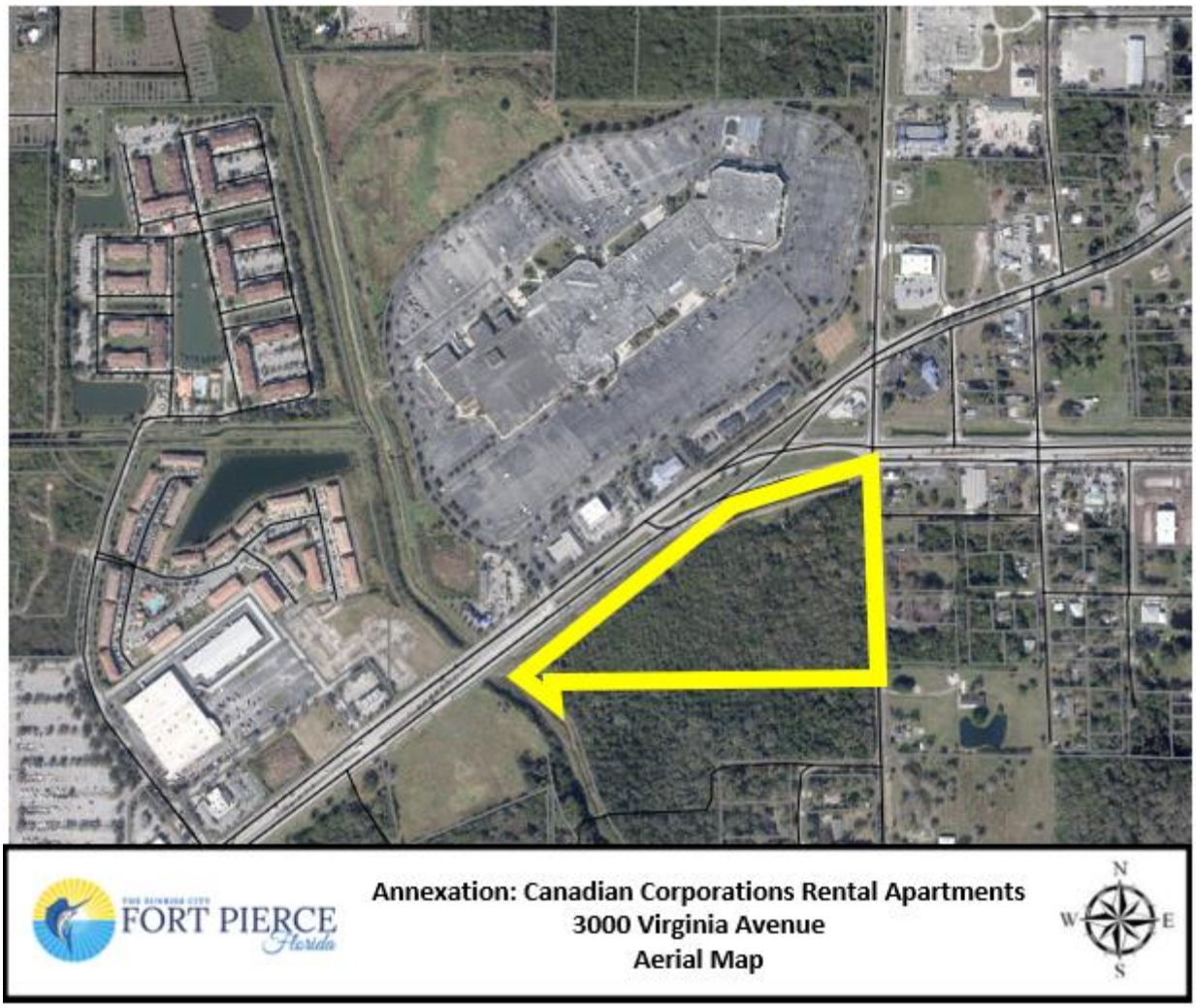
Property Owner:	135058 Canada Inc; 136681 Canada Inc; 11765663 Canada Inc 5593 Crois Chamberland Cote Saint-Luc, QC H4W 1W5 Canada
Applicant:	Jeremy Mears 6517 Mapleridge 1 Houston, Texas 77081
Requested Action:	Approval of a Voluntary Application for Annexation for one (1) parcel of land
Site Location:	3000 Virginia Ave in Fort Pierce, Florida
Parcel IDs:	2419-111-0002-000-7
Parcel Size:	Approximately 17.83 Acres
Current Future Land Use:	Commercial (COM) – St. Lucie County
Current Zoning:	Commercial General (CG) – St. Lucie County
Proposed Future Land Use:	General Commercial (GC) – City of Fort Pierce
Proposed Zoning:	General Commercial (C-3) – City of Fort Pierce
Utilities:	FPUA

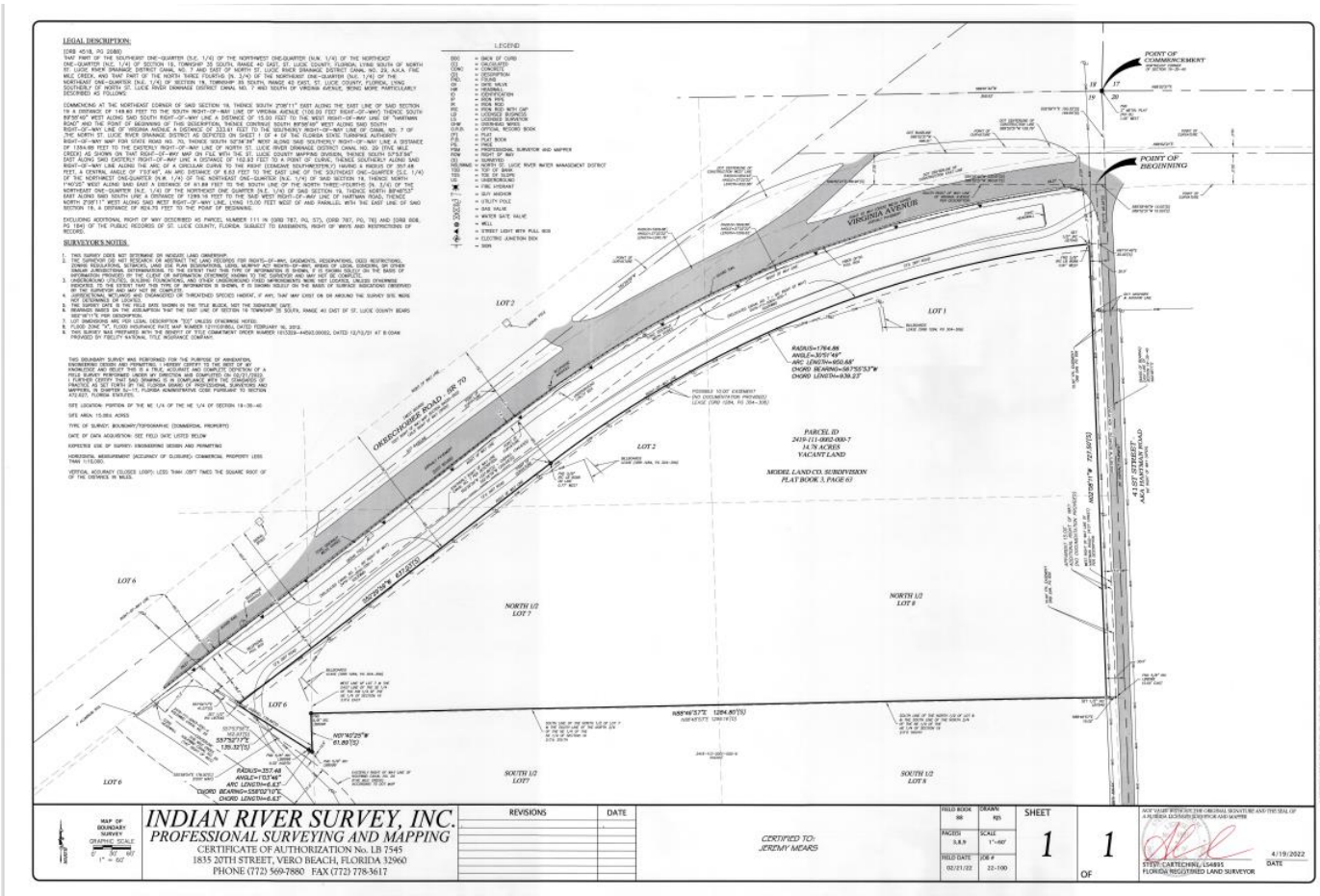
	North	East	South	West
Surrounding FLU:	GC (FP)	COM (SLC)/ RU (SLC)	GC (FP)	GC (FP)
Surrounding Zoning:	C-3 (FP)	CG (SLC)/RM-5 (SLC)	C-3 (FP)	C-3 (FP)

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of one (1) parcel at 3000 Virginia Ave in Fort Pierce, Florida. The parcel ID is 2419-111-0002-000-7.





The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning designation of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is General Commercial (GC) with a Zoning classification of General Commercial (C-3).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.

The subject property is surrounded by properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The subject parcel abuts properties to the south, west, and north that are within the City limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning remain consistent with the current County designations of COM and CG, respectively and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of GC and C-3, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification
In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of this annexations by mail to the St. Lucie County Administrator's Office on or before August 18, 2022, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Technical Review Committee
All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections. The comments generated from the technical review and any responses by the applicant have been provided.

Planning Board Recommendation
The Planning Board, at their meeting on August 8th, 2022, voted unanimously to recommend Approval of the request.

Staff Recommendation
As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends approval of the proposed annexation along with the Future Land Use designation of GC and the Zoning designation of C-3.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Jeremy Mears
6517 Mapleridge 1
Houston, Texas 77081

Subject: Annecation for Canadian Corporations Rental Apartments 3000 Virginia Ave – Technical Review Committee Comments for July 21, 2022 TRC Meeting

City of Fort Pierce Planning Department

Comments may be forthcoming

Fort Pierce Engineering Department

Comments may be forthcoming

Fort Pierce Building Department

Comments may be forthcoming

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

Comments may be forthcoming

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: Approved.
Water and wastewater services (via forcemain) are available to serve the subject property. To connect to these services please submit Utility Plan (2 complete sets) along with a

completed plan review and commercial service application to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page on the FPUA website for important steps to guide through the entire process including utility details and permit applications (see link). Details and Specifications can be found at W/WW Engineering Page. For any additional questions please contact Shane Ostrander sostrander@fpua.com.

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the Pre-application – Rental Apartments- 3000 Virginia Avenue. Approved.

Electric service is available to the propose retail development site (from S. 41st Street and Clematis Avenue). Please provide electric load information for the propose structures /new services and AutoCAD drawing. Customer will be responsible for the transformer pad, conduits and secondary conductors. For more information and project coordination, please contact Thierry Sydné.

Thierry Sydné, E.I.
Mechanical Engineer
Electric & Gas Engineering
Fort Pierce Utilities Authority
tsydne@fpua.com
O: (772) 466-1600 ext. 6454
C: (772) 302-0077

Gas service is available to the propose retail development site (from the south side of Okeechobee Road). Please provide a copy of the gas riser diagram with the anticipated load (if the developer/owner is interested in natural gas service). For more information and incentive available, please contact Billy Dupre.

Billy Dupre
Business Development Representative
Gas Operations
1701 S. 37th Street, Fort Pierce, FL 34947
Bdupre@fpua.com
Office: (772)-466-1600 Ext.4705

If the developer/owner should have any questions, please have them contact the individuals listed above.

St. Lucie County Fire District

Comments may be forthcoming

Florida Department of Transportation

Comments may be forthcoming

St. Lucie County School Board

Comments may be forthcoming

DocuSign Envelope ID: DC4779A8-D4D4-4B66-99A5-BAB5BC17A05A

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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
- Current Survey (completed within the last 12 months)

1. Address: 3000 VIRGINIA AVE

2. Legal description of real property for which annexation is being requested:
PLEASE SEE ATTACHED EXHIBIT "A"

Property Tax ID: 2419-111-0002-000-7

3. Size of described property: 17.83 ACRES

4. Project description: RENTAL APARTMENTS

5. Current St. Lucie County Future Land Use Designation: COM

6. Current St. Lucie County Zoning: CG

7. Is this a Historic property? NO

8. Appraised value: Tax Assessed Value: $1,631,000

9. Name of Owner(s): 11765663 CANADA, INC.,136681 CANADA INC., AND 135058 CANADA, INC., CANADIAN CORPORATIONS

Signature of Owner(s): _____
Mailing Address: PLEASE SEE ATTACHED SIGNATURE PAGE
City _____ State _____ Zip _____
Phone _____ Fax _____

DocuSign Envelope ID: DC4779A8-D4D4-4B66-99A5-BAB5BC17A05A

10. Name of Representative: JEREMY MEARS

Signature of representative: [signature]

Mailing Address: 6517 MAPLERIDGE 1

City) HOUSTON State TX. Zip 77081

Phone 210-669-3081 Fax 318-855-5662

E-mail: JEREMY@TBSG.COM

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772)467-3729

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

DocuSign Envelope ID: DC4779A8-D4D4-4B66-99A5-BAB5BC17A05A

OWNER:
11765663 CANADA, INC.,
a Canadian corporation

By (Signature): DocuSigned by: Renee Greenberg 5A42FEBE07C541F...

Name (print): Renee Greenberg

Title: authorized director

OWNER:
136681 CANADA, INC.,
a Canadian corporation

By (Signature): DocuSigned by: B34CC67288B5483...

Name (print): Jeffrey Greenberg

Title: authorized representative

OWNER:
135058 CANADA, INC.,
a Canadian corporation

By (Signature): DocuSigned by: B34CC67288B5483...

Name (print): Jeffrey Greenberg

Title: authorized representative

DocuSign Envelope ID: DC4779A8-D4D4-4B66-99A5-BAB5BC17A05A

Exhibit "A"

That part of the Southeast One-Quarter (Southeast 1/4) of the Northwest One-Quarter (Northwest 1/4) of the Northeast One-Quarter (Northeast 1/4) of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida; lying South of North St. Lucie River Drainage District Canal No. 7 and East of North St. Lucie River Drainage District Canal No. 29, A.K.A. Five Mile Creek, and that part of the North Three-Fourths (North 3/4) of the Northeast One-Quarter (Northeast 1/4) of the Northeast One-Quarter (Northeast 1/4) of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, lying Southerly of North St. Lucie River Drainage District Canal No. 7 and South of Virginia Avenue, being more particularly described as follows:

Commencing at the Northeast corner of said Section 19, thence South 2°08'11" East along the East line of said Section 19 a distance of 149.60 feet to the South right-of-way line of Virginia Avenue (100.00 feet right-of-way) thence South 89°58'49" West along said South right-of-way line a distance of 15.00 feet to the West right-of-way line of "Hartman Road" and the Point of Beginning of this description, thence continue South 89°58'49" West along said South right-of-way line of Virginia Avenue a distance of 333.61 feet to the Southerly right-of-way line of Canal No. 7 of the North St. Lucie River Drainage District as depicted on Sheet 1 of 4 of the Florida State Turnpike Authority Right-of-Way Map for State Road No. 70, thence South 52°36'39" West along said Southerly right-of-way line a distance of 1354.68 feet to the Easterly right-of-way line of North St. Lucie River Drainage District Canal No. 29 (Five Mile Creek) as shown on that Right-of-Way Map on file with the St. Lucie County Mapping Division, thence South 57°53'56" East along said Easterly right-of-way line a distance of 162.93 feet to a point of curve, thence Southerly along said right-of-way line along the arc of a circular curve to the right (concave Southwesterly) having a radius of 357.48 feet, a central angle of 1°03'46", an arc distance of 6.63 feet to the East line of the Southeast One-Quarter (Southeast 1/4) of the Northwest One-Quarter (Northwest 1/4) of the Northeast One-Quarter (Northeast 1/4) of said Section 19, thence North 1°40'25" West along said East a distance of 61.89 feet to the South line of the North Three-Fourths (North 3/4) of the Northeast One-Quarter (Northeast 1/4) of the Northeast One-Quarter (Northeast 1/4) of said Section 19, thence North 88°48'53" East along said South line a distance of 1299.16 feet to the said West right-of-way line of Hartman Road, thence North 2°08'11" West along said West right-of-way line, lying 15.00 feet West of and parallel with the East line of said Section 19, a distance of 824.70 feet to the Point of Beginning.

LESS AND EXCEPT: The Order of Taking recorded in Official Records Book 787, Page 76 and Stipulated Final Judgment recorded in Official Records Book 808, Page 184, Public Records of St. Lucie County, Florida.

LEGAL DESCRIPTION:

(ORB 4518, PG 2088)
THAT PART OF THE SOUTHEAST ONE–QUARTER (S.E. 1/4) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE NORTHEAST ONE–QUARTER (N.E. 1/4) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LYING SOUTH OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 7 AND EAST OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 29, A.K.A. FIVE MILE CREEK, AND THAT PART OF THE NORTH THREE FOURTHS (N. 3/4) OF THE NORTHEAST ONE–QUARTER (N.E. 1/4) OF THE NORTHEAST ONE–QUARTER (N.E. 1/4) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, LYING SOUTHERLY OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 7 AND SOUTH OF VIRGINIA AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, THENCE SOUTH 2°08'11" EAST ALONG THE EAST LINE OF SAID SECTION 19 A DISTANCE OF 149.60 FEET TO THE SOUTH RIGHT–OF–WAY LINE OF VIRGINIA AVENUE (100.00 FEET RIGHT–OF–WAY) THENCE SOUTH 89°58'49" WEST ALONG SAID SOUTH RIGHT–OF–WAY LINE A DISTANCE OF 15.00 FEET TO THE WEST RIGHT–OF–WAY LINE OF "HARTMAN ROAD" AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89°58'49" WEST ALONG SAID SOUTH RIGHT–OF–WAY LINE OF VIRGINIA AVENUE A DISTANCE OF 333.61 FEET TO THE SOUTHERLY RIGHT–OF–WAY LINE OF CANAL NO. 7 OF ,THE NORTH ST. LUCIE RIVER DRAINAGE DISTRICT AS DEPICTED ON SHEET 1 OF 4 OF THE FLORIDA STATE TURNPIKE AUTHORITY RIGHT–OF–WAY MAP FOR STATE ROAD NO. 70, THENCE SOUTH 52°36'39" WEST ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 1354.68 FEET TO THE EASTERLY RIGHT–OF–WAY LINE OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 29 (FIVE MILE CREEK) AS SHOWN ON THAT RIGHT–OF–WAY MAP ON FILE WITH THE ST. LUCIE COUNTY MAPPING DIVISION, THENCE SOUTH 57°53'56" EAST ALONG SAID EASTERLY RIGHT–OF–WAY LINE A DISTANCE OF 162.93 FEET TO A POINT OF CURVE, THENCE SOUTHERLY ALONG SAID RIGHT–OF–WAY LINE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT (CONCAVE SOUTHWESTERLY) HAVING A RADIUS OF 357.48 FEET, A CENTRAL ANGLE OF 1°03'46", AN ARC DISTANCE OF 6.63 FEET TO THE EAST LINE OF THE SOUTHEAST ONE–QUARTER (S.E. 1/4) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE NORTHEAST ONE–QUARTER (N.E. 1/4) OF SAID SECTION 19, THENCE NORTH 1°40'25" WEST ALONG SAID EAST A DISTANCE OF 61.89 FEET TO THE SOUTH LINE OF THE NORTH THREE–FOURTHS (N. 3/4) OF THE NORTHEAST ONE–QUARTER (N.E. 1/4) OF THE NORTHEAST ONE QUARTER (N.E. 1/4) OF SAID SECTION 19, THENCE NORTH 88°48'53" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1299.16 FEET TO THE SAID WEST RIGHT–OF–WAY LINE OF HARTMAN ROAD, THENCE NORTH 2°08'11" WEST ALONG SAID WEST RIGHT–OF–WAY LINE, LYING 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 824.70 FEET TO THE POINT OF BEGINNING.

EXCLUDING ADDITIONAL RIGHT OF WAY DESCRIBED AS PARCEL NUMBER 111 IN (ORB 787, PG, 57), (ORB 787, PG, 76) AND (ORB 808, PG 184) OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS OF RECORD.

SURVEYOR'S NOTES

1. THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
2. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS–OF–WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, LIENS, MURPHY ACT RIGHTS–OF–WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
3. UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE.
4. JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
5. THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
6. BEARINGS BASED ON THE ASSUMPTION THAT THE EAST LINE OF SECTION 19 TOWNSHIP 35 SOUTH, RANGE 40 EAST OF ST. LUCIE COUNTY BEARS S02°18'11"E PER DESCRIPTION.
7. LOT DIMENSIONS ARE PER LEGAL DESCRIPTION "(D)" UNLESS OTHERWISE NOTED.
8. FLOOD ZONE "X", FLOOD INSURANCE RATE MAP NUMBER 12111C0186J, DATED FEBRUARY 16, 2012.
9. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENT ORDER NUMBER 1013329–44593.00002, DATED 12/12/21 AT 8:00AM PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF ANNEXATION, ENGINEERING DESIGN AND PERMITTING. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON 02/21/2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SITE LOCATION: PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 19–35–40

SITE AREA: 15.08± ACRES

TYPE OF SURVEY: BOUNDARY/TOPOGRAPHIC (COMMERCIAL PROPERTY)

DATE OF DATA ACQUISITION: SEE FIELD DATE LISTED BELOW

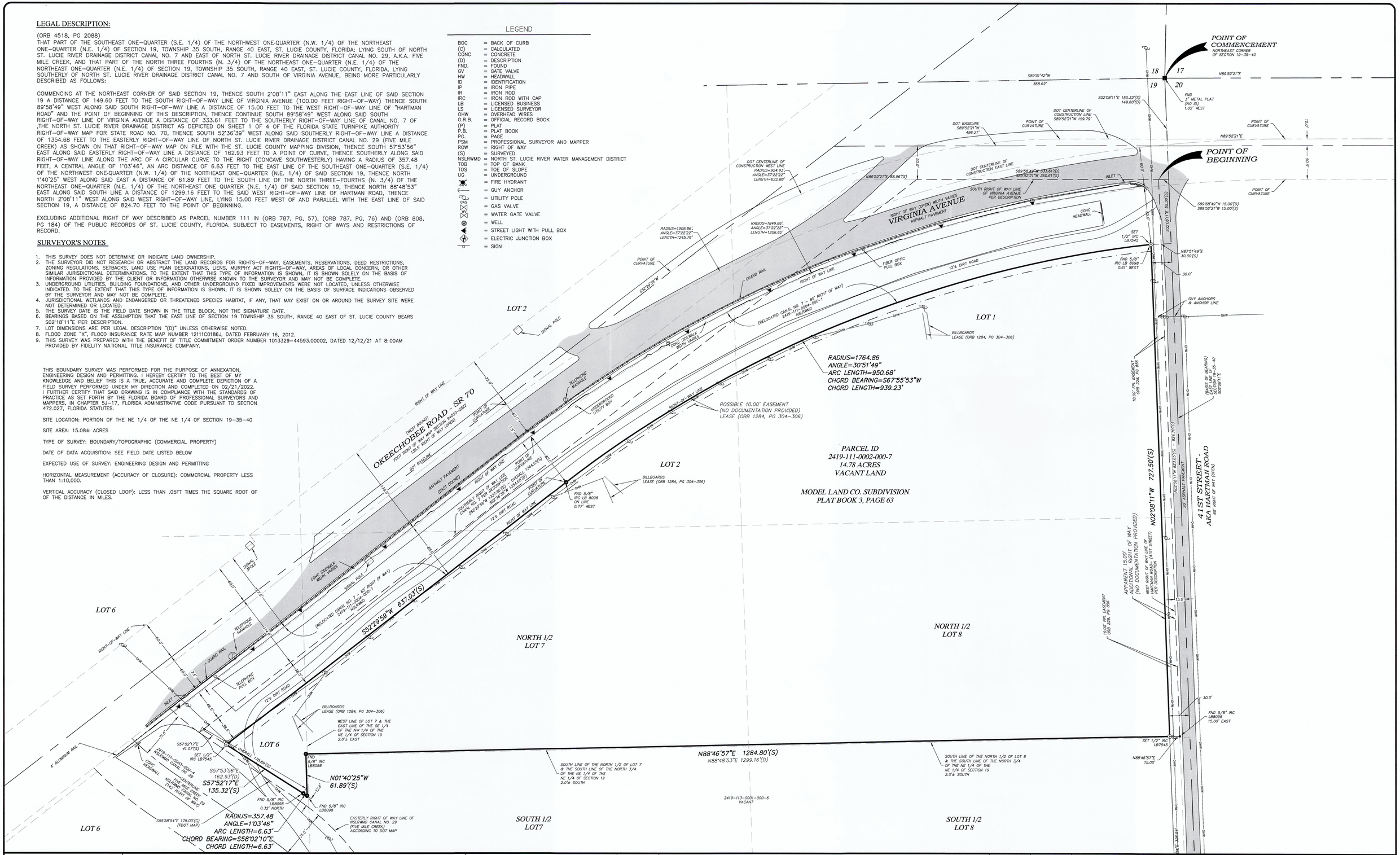
EXPECTED USE OF SURVEY: ENGINEERING DESIGN AND PERMITTING

HORIZONTAL MEASUREMENT (ACCURACY OF CLOSURE): COMMERCIAL PROPERTY LESS THAN 1:10,000.

VERTICAL ACCURACY (CLOSED LOOP): LESS THAN .05FT TIMES THE SQUARE ROOT OF OF THE DISTANCE IN MILES.

LEGEND

BOC	= BACK OF CURB
(C)	= CALCULATED
CONC	= CONCRETE
(D)	= DESCRIPTION
FND.	= FOUND
GV	= GATE VALVE
HW	= HEADWALL
ID	= IDENTIFICATION
IP	= IRON PIPE
IR	= IRON ROD
IRC	= IRON ROD WITH CAP
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
OHW	= OVERHEAD WIRES
O.R.B.	= OFFICIAL RECORD BOOK
(P)	= PLAT
P.B.	= PLAT BOOK
PG.	= PAGE
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
ROW	= RIGHT OF WAY
(S)	= SURVEYED
NSLRWMD	= NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT
TOB	= TOP OF BANK
TOS	= TOE OF SLOPE
UG	= UNDERGROUND
	= FIRE HYDRANT
	= GUY ANCHOR
	= UTILITY POLE
GAS	= GAS VALVE
W	= WATER GATE VALVE
	= WELL
	= STREET LIGHT WITH PULL BOX
	= ELECTRIC JUNCTION BOX
	= SIGN



MAP OF BOUNDARY SURVEY
GRAPHIC SCALE
0' 30' 60'
1" = 60'

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
.	.

CERTIFIED TO:
JEREMY MEARS

FIELD BOOK	DRAWN
88	RJS
PAGE(S)	SCALE
3,8,9	1"=60'
FIELD DATE	JOB #
02/21/22	22-100

SHEET 1 OF 1

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

STEVE CARTECHINE, LS4895
FLORIDA REGISTERED LAND SURVEYOR

4/19/2022
DATE

G:\SURVEYING\SURVEYS\PROJECTS\2022\22-100 Virginia Ave (CR712) (FPL 22-210)\22-100 Virginia Ave (CR712) (FPL 22-210).dwg Apr 19, 2022 - 2:32pm

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4789078 OR BOOK 4518 PAGE 2084, Recorded 12/04/2020 03:43:52 PM Doc Tax: $0.70

Prepared by and Return to:
Lawrence B. Steinberg, Esq.
Steinberg Garellek
200 East Palmetto Park Road Ste 200
Boca Raton FL 33432

THIS IS A TRANSFER BY GRANTOR OF UNENCUMBERED PROPERTY WITHOUT CONSIDERATION TO THE GRANTEE, ITS SOLE SHAREHOLDER IN CONNECTION WITH THE DISSOLUTION OF THE GRANTOR AND THEREFORE THIS DEED IS NOT SUBJECT TO DOCUMENTARY STAMPS PURSUANT TO CRESCENT MIAMI CENTER, LLC, V. FLORIDA DEPARTMENT OF REVENUE, CASE 903 SO. 2D 913 (FLA. 2005).

QUITCLAIM DEED

This Quitclaim Deed is executed this 27th day of November, 2020, by 135641 Canada Inc., a dissolved Canadian corporation, as to an undivided 25% interest and 138252 Canada Inc., a dissolved Canadian corporation, as to an undivided 25% interest (collectively, "Grantor") whose post office address is 4420 Cote-de-Liesse Road, Suite 200, Mount Royal, Quebec Canada H4N 2P7 to 11765663 Canada Inc., a Canadian corporation ("Grantee") whose post office address is 4420 Cote-de-Liesse Road, Suite 200, Mount Royal, Quebec Canada H4N 2P7

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of $10 and other good and valuable consideration, the receipt of which is hereby acknowledged, remises, releases and quit claims unto Grantee, all the right, title, interest, claim and demand which Grantor has in and to the following described property:

SEE ATTACHED EXHIBIT A

To Have and to Hold the same together with each and all of the appurtenances thereunto belonging or appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use and benefit of Grantee forever.

[*signature page to follow*]

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to all Grantors
in the presence of:

138252 Canada Inc., a dissolved Canadian corporation

Signature of Witness 1

(Seal)
Renee Greenberg, Sole Director

SHARON GISSER
Print Name of Witness 1

Signature of Witness 2

GIANNI CIPOLLA
Print Name of Witness 2

135641 Canada Inc., a dissolved Canadian corporation

Signature of Witness 1

(Seal)
Renee Greenberg, Sole Director

SHARON GISSER
Print Name of Witness 1

Signature of Witness 2

GIANNI CIPOLLA
Print Name of Witness 2

PROVINCE OF QUEBEC
CITY OF MONTREAL

I, SHARON GISSER,
(Printed Name of Witness 1)
do solemnly declare; I was present and did see RENEE GREENBERG, sole director of 138252 Canada Inc., a dissolved Canadian corporation, to me personally known to be the person described in and who executed the within document, sign and execute the same. The signature of RENEE GREENBERG was subscribed before me and the other subscribing witness.

And I have signed _____
(Signature of Witness 1)

Solemnly declared before me this 27th day of November, 2020 by SHARON GISSER,
(Printed Name of Witness 1)
who (✓) is personally known to me or (__) produced the following identification: _____
_____.

_____
Notary Public/ Commissioner of Oaths
Printed Name: KULDEEP KHANNA
My Commission Expires: July 30, 2023

(SEAL)

Commissaire à l'assermentation / Commissioner for Oaths
KULDEEP KHANNA
219379
For Quebec and outside of Quebec / Pour le Québec et l'extérieur du Québec

PROVINCE OF QUEBEC
CITY OF MONTREAL

I, SHARON ITSEK,
(Printed Name of Witness 1)
do solemnly declare; I was present and did see RENEE GREENBERG, sole director of 135641 Canada Inc., a dissolved Canadian corporation, to me personally known to be the person described in and who executed the within document, sign and execute the same. The signature of RENEE GREENBERG was subscribed before me and the other subscribing witness.

And I have signed _____
(Signature of Witness 1)

Solemnly declared before me this 27th day of November, 2020 by SHARON ITSEK
(Printed Name of Witness 1)
who (✓) is personally known to me or (__) produced the following identification: _____
_____.

_____
Notary Public/ Commissioner of Oaths
Printed Name: KULDEEP KHANNA
My Commission Expires: July 30, 2023

(SEAL)

Commissaire à l'assermentation / Commissioner for Oaths
KULDEEP
KHANNA
219379
For Quebec and outside of Quebec / Pour le Québec et l'extérieur du Québec

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LYING SOUTH OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 7 AND EAST OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 29, A.K.A. FIVE MILE CREEK, AND THAT PART OF THE NORTH THREE FOURTHS (N. ¾) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, LYING SOUTHERLY OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 7 AND SOUTH OF VIRGINIA AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, THENCE SOUTH 2° 08' 11" EAST ALONG THE EAST LINE OF SAID SECTION 19 A DISTANCE OF 149.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VIRGINIA AVENUE (100.00 FEET RIGHT-OF-WAY) THENCE SOUTH 89° 58' 49" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF "HARTMAN ROAD" AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89° 58' 49" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF VIRGINIA AVENUE A DISTANCE OF 333.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CANAL NO. 7 OF THE NORTH ST. LUCIE RIVER DRAINAGE DISTRICT AS DEPICTED ON SHEET 1 OF 4 OF THE FLORIDA STATE TURNPIKE AUTHORITY RIGHT-OF-WAY MAP FOR STATE ROAD NO. 70, THENCE SOUTH 52° 36' 39" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1354.68 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 29 (FIVE MILE CREEK) AS SHOWN ON THAT RIGHT-OF-WAY MAP ON FILE WITH THE ST. LUCIE COUNTY MAPPING DIVISION, THENCE SOUTH 57° 53' 56" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 162.93 FEET TO A POINT OF CURVE, THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT (CONCAVE SOUTHWESTERLY) HAVING A RADIUS OF 357.48 FEET, A CENTRAL ANGLE OF 1° 03' 46", AN ARC DISTANCE OF 6.63 FEET TO THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SAID SECTION 19, THENCE NORTH 1° 40' 25" WEST ALONG SAID EAST A DISTANCE OF 61.89 FEET TO THE SOUTH LINE OF THE NORTH THREE-FOURTHS (N. ¾) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF THE NORTHEAST ONE QUARTER (N.E. ¼) OF SAID SECTION 19, THENCE NORTH 88° 48' 53" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1299.16 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF HARTMAN ROAD, THENCE NORTH 2° 08' 11" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, LYING 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 824.70 FEET TO THE POINT OF BEGINNING.

15.

This instrument prepared by
CHESTER B. GRIFFIN, 311 South 2nd Street
Fort Pierce, Florida

799722

WARRANTY DEED

THIS WARRANTY DEED made the 31st day of December, 1986, by ANJA, INC. and MISTEL, INC., both Florida corporations, hereinafter called the grantor, to 135641 CANADA, INC., 138252 CANADA, INC., 135058 CANADA, INC. and 136681 CANADA, INC, all Canadian corporation, each as to an undivided 25% interest, whose postoffice address is: c/o ANJA Properties, Inc., 5780 Decelles, Suite 305, Montreal Quebec H3S 2C7 Canada, hereinafter called the grantee:

50

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

STATE OF FLORIDA ... DEC 31 '86 ... 10523

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, to wit:

As described on Exhibit A attached hereto.

Title to subject property has not been examined by the scrivener.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; tht the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1985.

IN WITNESS WHEREOF, the said grantor has executed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Sara Ann Reuter

Mary Jeanette Lugt

ANJA, INC.

By Jack Greenberg
Jack Greenberg, President

MISTEL, INC.

By Jack Greenberg
Jack Greenberg, Vice President

STATE OF FLORIDA)
:
ST. LUCIE COUNTY)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JACK GREENBERG,

NEILL GRIFFIN JEFFRIES & LLOYD
CHARTERED
P. O. BOX 1270, FORT PIERCE, FLORIDA 33454 - TELEPHONE (305) 464-8200

Order: 10133279
Doc: FLSTLU:526-01171

Requested By: eklempert, Printed: 1/5/2022 10:00 AM

President of ANJA, INC., a Florida corporation, and JACK GREENBERG as Vice President of MISTEL, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 31st day of December, 1986.

Mary Louise Lee
NOTARY PUBLIC, State of Florida at Large
My commission expires: 4-7-90

NEILL GRIFFIN JEFFRIES & LLOYD
CHARTERED
P. O. BOX 1270, FORT PIERCE, FLORIDA 33454 - TELEPHONE (305) 464-8200

Order: 10133279
Doc: FLSTLU:526-01171
Page 2 of 3
Requested By: eklempert, Printed: 1/5/2022 10:00 AM

DESCRIPTION:

THAT PART OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LYING SOUTH OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 7 AND EAST OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 29, A.K.A. FIVE MILE CREEK, AND THAT PART OF THE NORTH THREE-FOURTHS (N. 3/4) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, LYING SOUTHERLY OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 7 AND SOUTH OF VIRGINIA AVENUE; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, THENCE SOUTH 2° 08' 11" EAST ALONG THE EAST LINE OF SAID SECTION 19 A DISTANCE OF 149.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VIRGINIA AVENUE (100.00 FEET RIGHT-OF-WAY) THENCE SOUTH 89° 58' 49" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF "HARTMAN ROAD" AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89° 58' 49" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF VIRGINIA AVENUE A DISTANCE OF 333.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CANAL NO. 7 OF THE NORTH ST. LUCIE RIVER DRAINAGE DISTRICT AS DEPICTED ON SHEET 1 OF 4 OF THE FLORIDA STATE TURNPIKE AUTHORITY RIGHT-OF-WAY MAP FOR STATE ROAD NO. 70, THENCE SOUTH 52° 36' 39" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1354.68 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER DRAINAGE DISTRICT CANAL NO. 29 (FIVE MILE CREEK) AS SHOWN ON THAT RIGHT-OF-WAY MAP ON FILE WITH THE ST. LUCIE COUNTY MAPPING DIVISION, THENCE SOUTH 57° 53' 56" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 162.93 FEET TO A POINT OF CURVE, THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT (CONCAVE SOUTHWESTERLY) HAVING A RADIUS OF 357.48 FEET, A CENTRAL ANGLE OF 1° 03' 46", AN ARC DISTANCE OF 6.63 FEET TO THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE NORTHEAST ONE-QUARTER (N.E.¼) OF SAID SECTION 19, THENCE NORTH 1° 40' 25" WEST ALONG SAID EAST LINE A DISTANCE OF 61.89 FEET TO THE SOUTH LINE OF THE NORTH THREE-FOURTHS (N. 3/4) OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF THE NORTHEAST ONE QUARTER (N.E. ¼) OF SAID SECTION 19, THENCE NORTH 88° 48' 53" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1299.16 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF HARTMAN ROAD, THENCE NORTH 2° 08' 11" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, LYING 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 824.70 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, SAID LANDS SITUATE IN ST. LUCIE COUNTY, FLORIDA; CONTAINING 17.3420 ACRES MORE OR LESS.

[illegible]

'89 DEC 31 P3:28

SURVEYORS CERTIFICATE:

WE HEREBY CERTIFY THAT WE HAVE THIS DAY COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY, THAT MARKERS HAVE BEEN SET AS INDICATED, THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS; AND THAT THIS DRAWING IS A TRUE AND CORRECT DELINEATION THEREOF.

KEITH & SCHNARS, INC. - STUART DIVISION

BY [signature]

EXHIBIT A

OR BK 0526 PAGE 1173

NEILL GRIFFIN JEFFRIES & LLOYD
CHARTERED
P.O. BOX 1270, FORT PIERCE, FLORIDA 33454 - TELEPHONE (305) 464-8200

Order: 10133279
Doc: FLSTLU:526-01171

Requested By: eklempert, Printed: 1/5/2022 10:00 AM

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Canadian Corporations Annexation

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 18,2022 and September 25, 2022

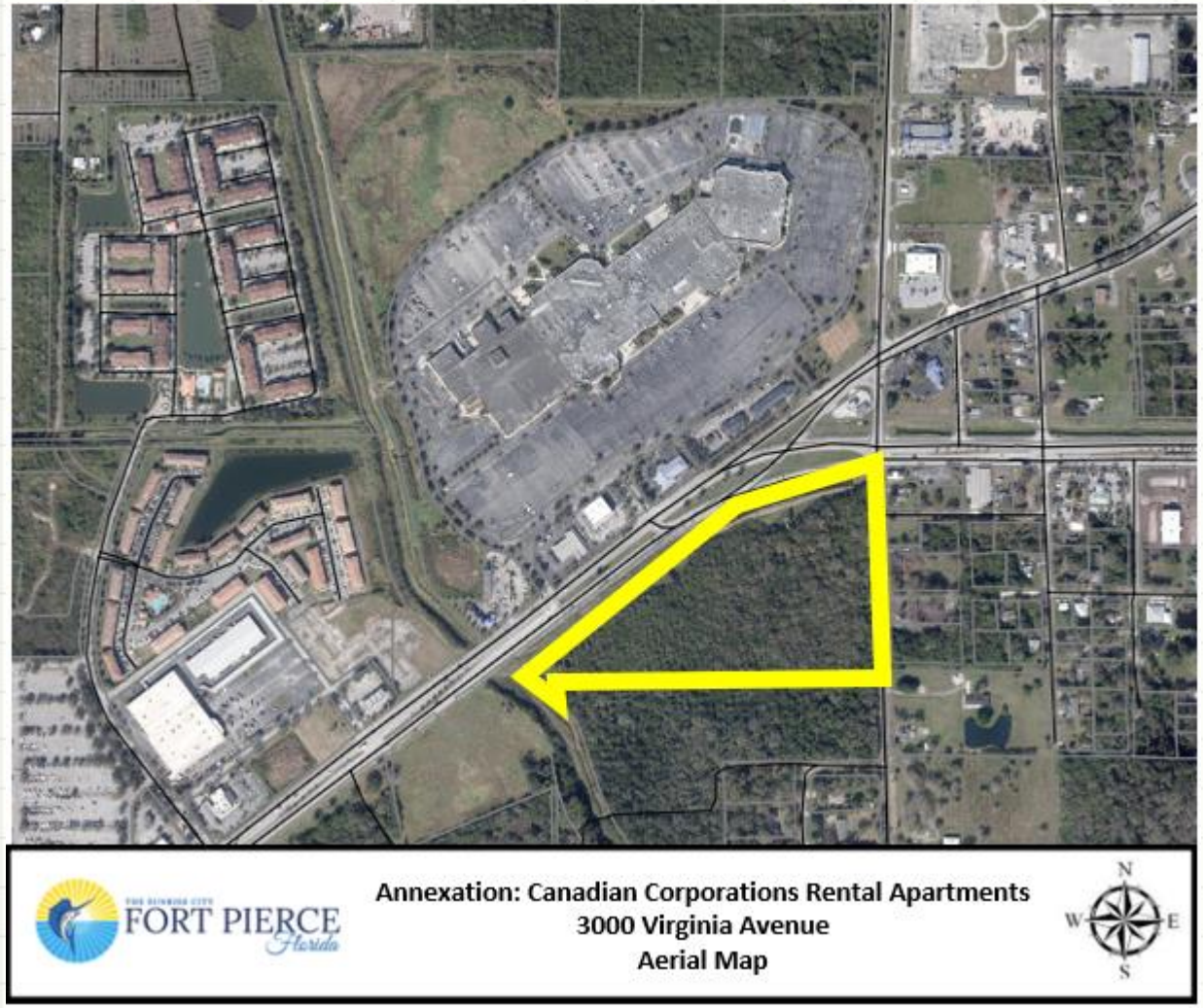
NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

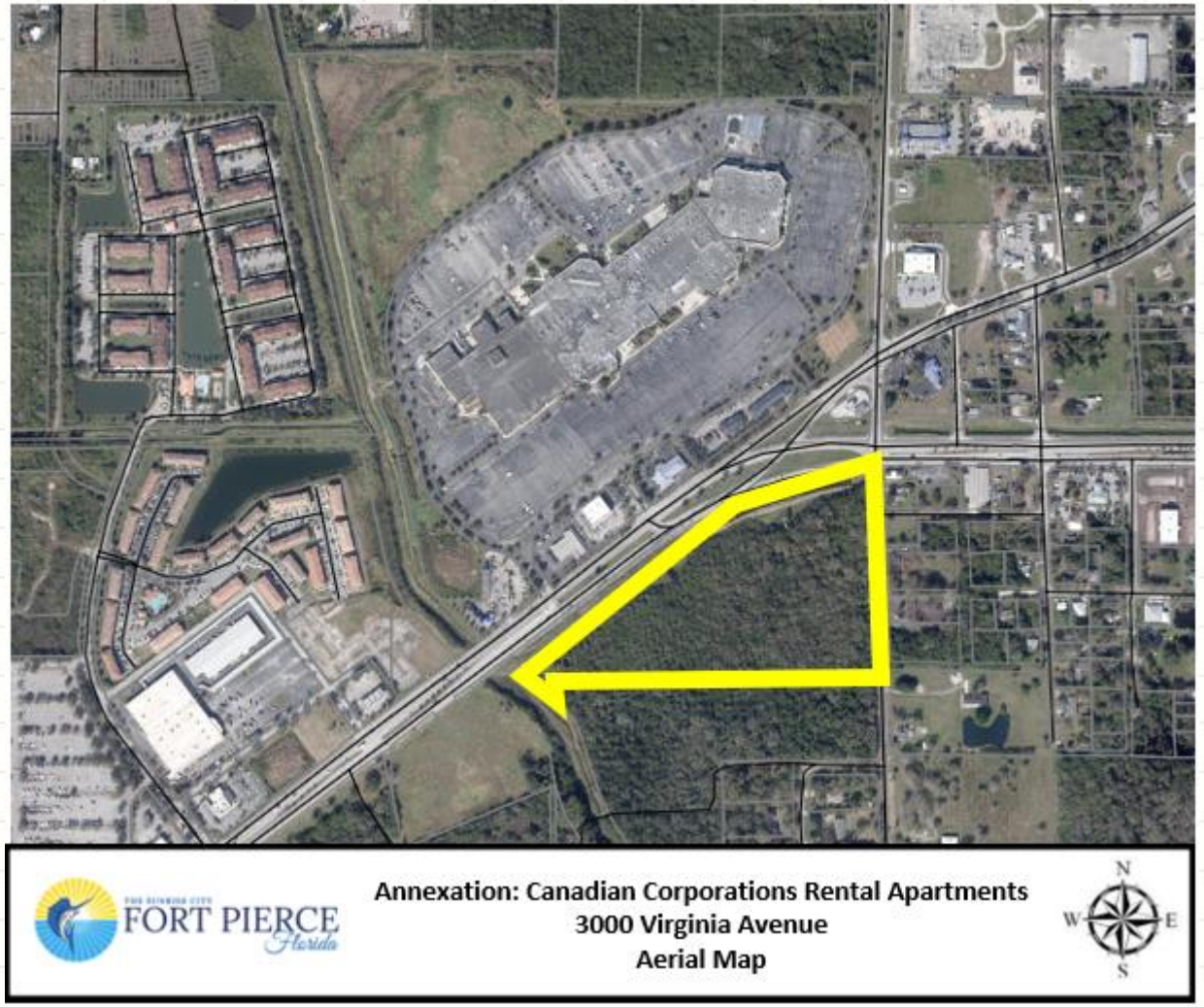
VERIFIED BY: Ryan Altizer **TITLE:** Planner

SIGNATURE: Ryan Altizer **DATE:** 9/21/2022

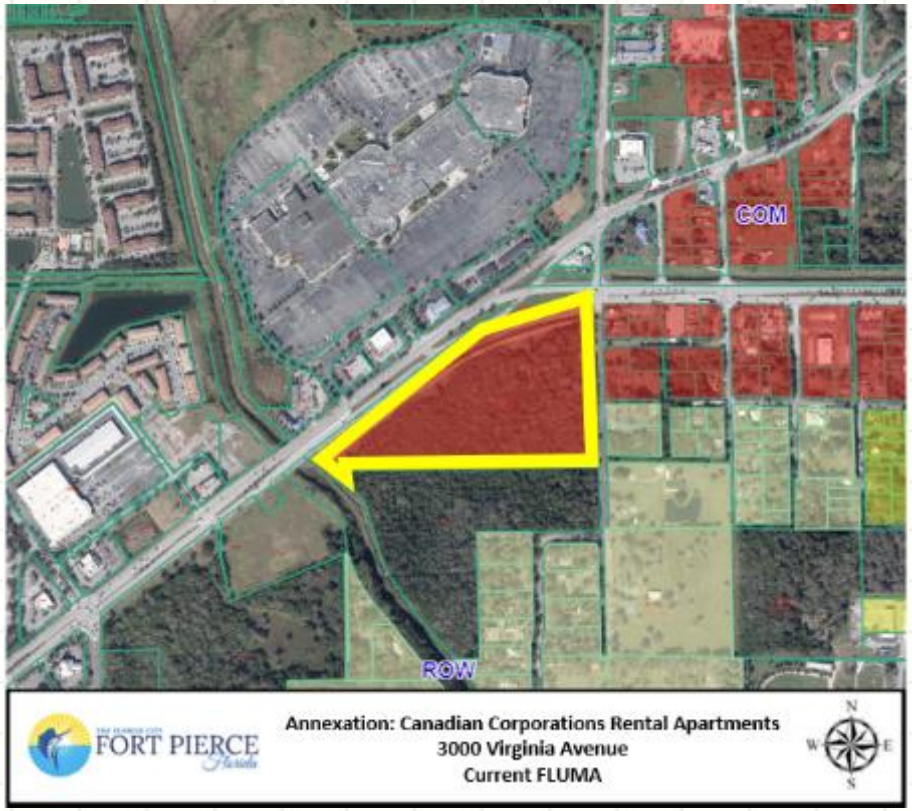
Application for Annexation

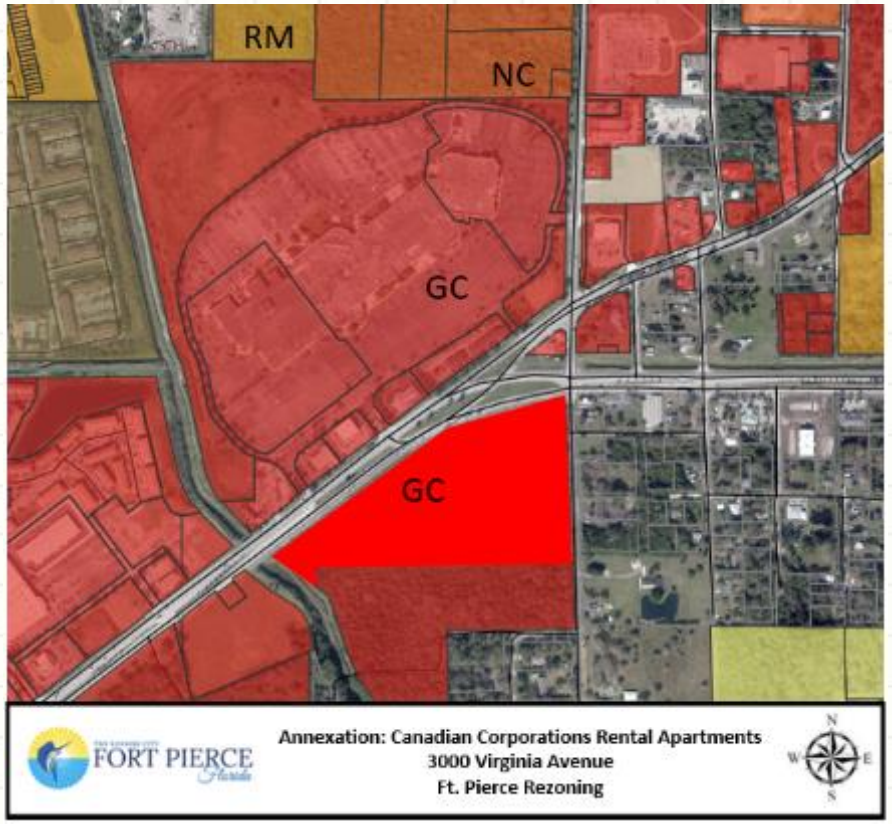


Site Aerial Map



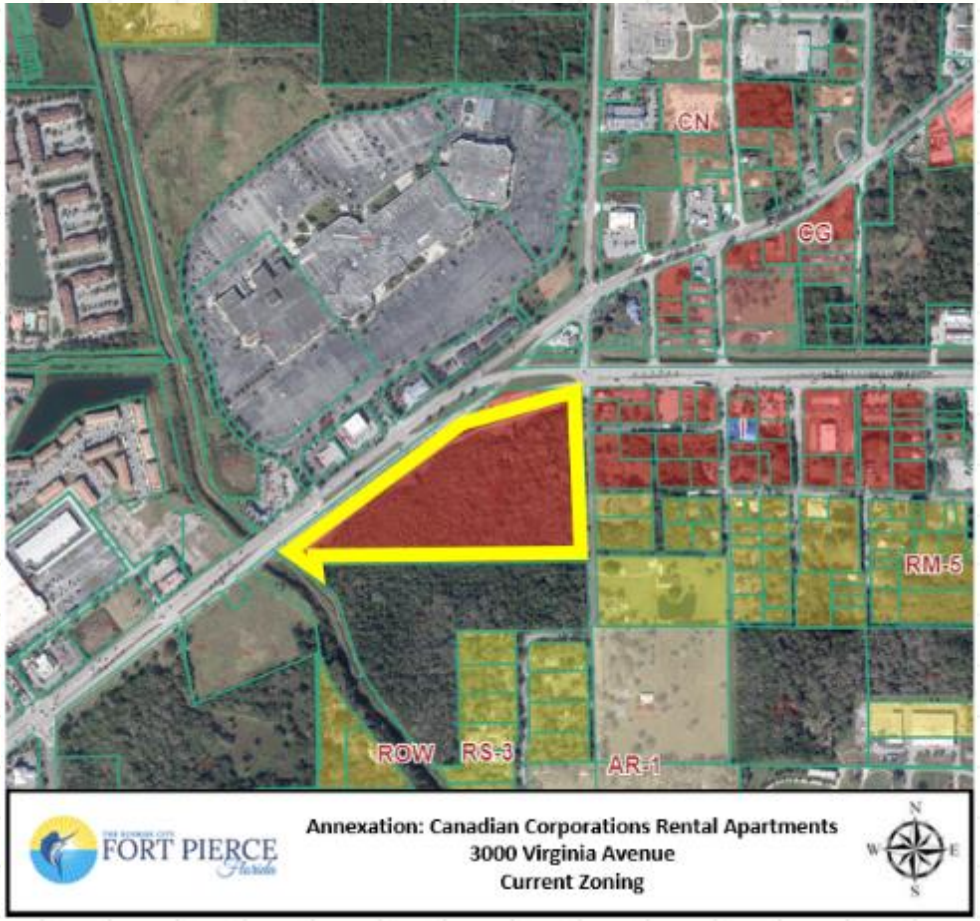
Future Land Use Map

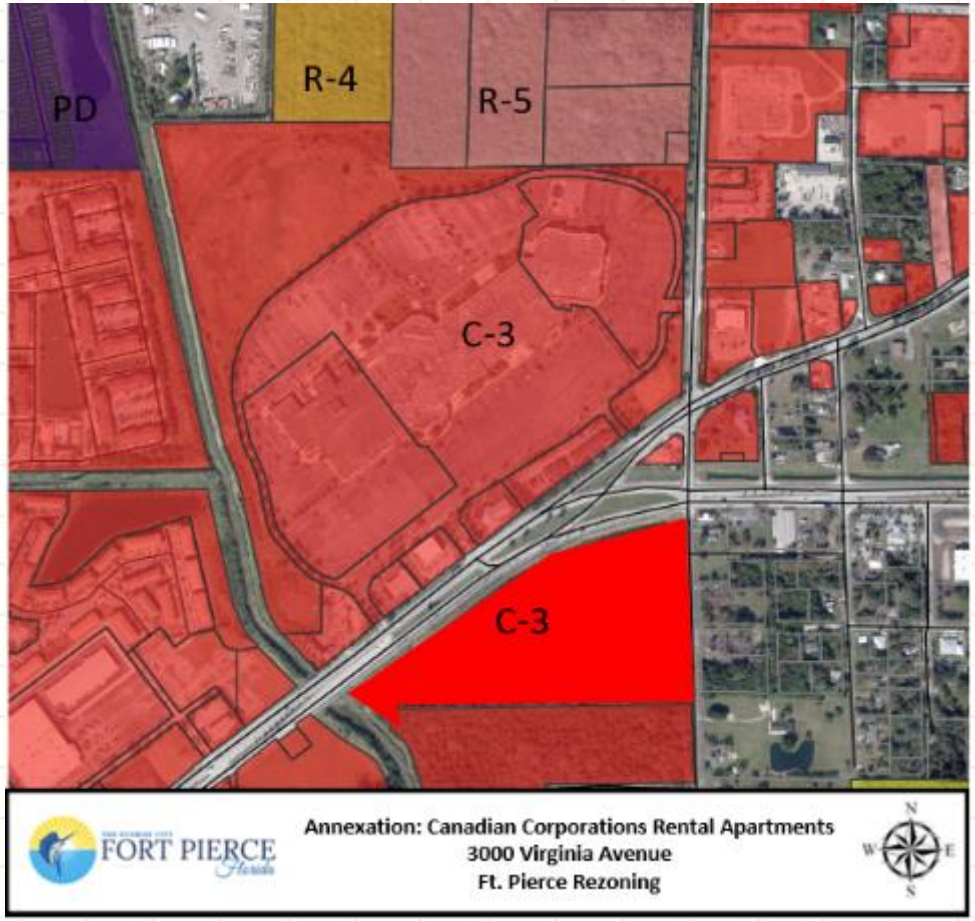




- Current County FLU: Commercial (COM) – St. Lucie County
- Proposed City FLU: General Commercial (GC) – City of Fort Pierce

Zoning Map





- Current County Zoning: Commercial General (CG) – St. Lucie County
- Proposed City Zoning: General Commercial (C-3) – City of Fort Pierce

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends approval of the proposed annexation.

Planning Board Recommendation

The Planning Board, at their meeting on August 8th, 2022, voted unanimously to recommend Approval of the request.

City Commission Actions

Possible actions of the City Commission:

- **APPROVAL** of the proposed Annexation
  - Staff recommends approval
- **DISAPPROVAL** of the proposed Annexation.

Application for Annexation

3000 Virginia Avenue

City Commission Regular Meeting - 5:05 pm **12. d.**

Meeting Date: 10/03/2022

Re: Annexations - Kings Highway Commerce Center - 3 Parcels

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislative Hearing - Ordinance No. 22-031 - Annexing three (3) parcels at or near the northeast corner of South Kings Highway and White Road. FIRST READING

SUMMARY:

- The applicant is requesting a voluntary annexation of three (3) parcels at or near the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida. The parcel ID(s) are 2313-332-0000-000-7, 2313-332-0000-010-0, 2313-333-0001-000-7.
- The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning designation of Agricultural-1 unit (AG-1). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is General Commercial (GC) with a Zoning classification of Commercial Parkway (CP-1).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends approval of the proposed annexation along with the Future Land Use designation of GC and the Zoning designation of CP-1.

ALTERNATIVES:

- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 22-031

Staff Presentation

Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 05:07 PM

Form Started By: Vennis Gilmore
Started On: 09/21/2022 04:22 PM
Final Approval Date: 09/27/2022

ORDINANCE NO. 22-031

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THREE (3) PARCELS AT OR NEAR **THE NORTHEAST CORNER OF SOUTH KINGS HIGHWAY AND WHITE ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2023; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their August 8th, 2022 meeting, voted 6 to 1 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on August 31st, 2022, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on August 31st, 2022, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and annexed into the City:

Parcel 1) Parcel ID: 2313-332-0000-000-7

OFFICIAL RECORDS BOOK 3128, PAGE 3128
A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°05'22" EAST, 614.19 FEET, ALONG AFORESAID RIGH-OF-WAY, TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING CONTINUE NORTH 00°05'22" EAST, ALONG SAID RIGHT-OF-WAY, 683.20 FEET, TO THE SOUTH RIGHT-OF-WAY OF GRAHAM ROAD; THENCE SOUTH 00°56'56" WEST, 683.68 FEET; THENCE WEST, 638.29 FEET TO THE POINT OF BEGINNING.
(PER THIS OFFICE)
LESS THE TAKING PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3884, PAGE 890 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ALL TOGETHER CONTAINING

PARCEL 1 CONTAINING 7.463 ACRES MORE OR LESS

Parcel 2) Parcel ID: 2313-332-0000-010-0

THE SOUTH 1 ACRE OF THE FOLLOWING DESCRIPTION:

A PARCEL OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°05'22" EAST, 614.19 FEET, ALONG AFORESAID RIGHT-OF-WAY, TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING CONTINUE NORTH 00°05'22" EAST, ALONG SAID RIGHT-OF-WAY, 683.20 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF GRAHAM ROAD; THENCE NORTH 89°57'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF GRAHAM ROAD; THENCE SOUTH 00°56'56" WEST, 683.68 FEET; THENCE WEST, 638.29 FEET TO THE POINT OF BEGINNING.

LESS THE TAKING PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3884, PAGE 1037 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3884, PAGE 1037, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

PARCEL 2 CONTAINING 0.828 ACRES MORE OR LESS

Parcel 3) Parcel ID: 2313-333-0001-000-7

A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING A THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH SECTION LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY, AND THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN NORTH 00°05'22" EAST, ALONG AFORESAID EAST RIGHT-OF-WAY LINE, 614.19 FEET; THENCE WEST, ALONG SAID SECTION LINE, 638.70 FEET TO THE POINT OF BEGINNING.
(PER THIS OFFICE)

LESS THE TAKING PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE ALL TOGETHER CONTAINING 6.757 ACRES MORE OR LESS.

Said properties containing approximately 15.05 acres and being generally located at or near the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2023, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned Commercial Parkway (CP-1) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. 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 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and 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. 22-008 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, September 18th, 2022 and Sunday, September 25th, 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 October 3rd, 2022; and was duly introduced, read by title only, and passed on second and final reading October 17th, 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 18th day of October, 2022.

_____

Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

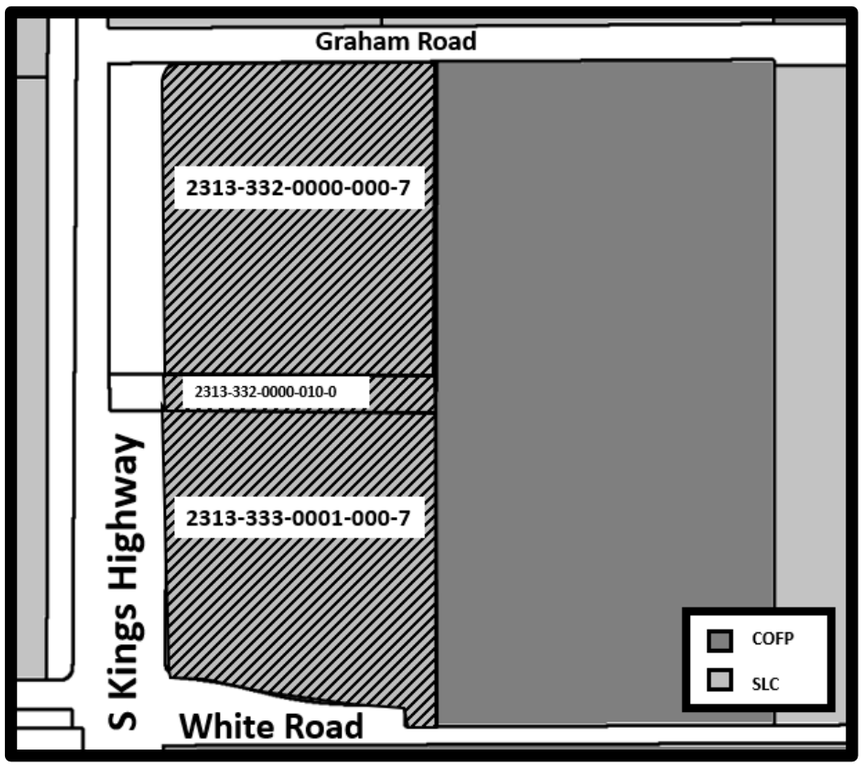
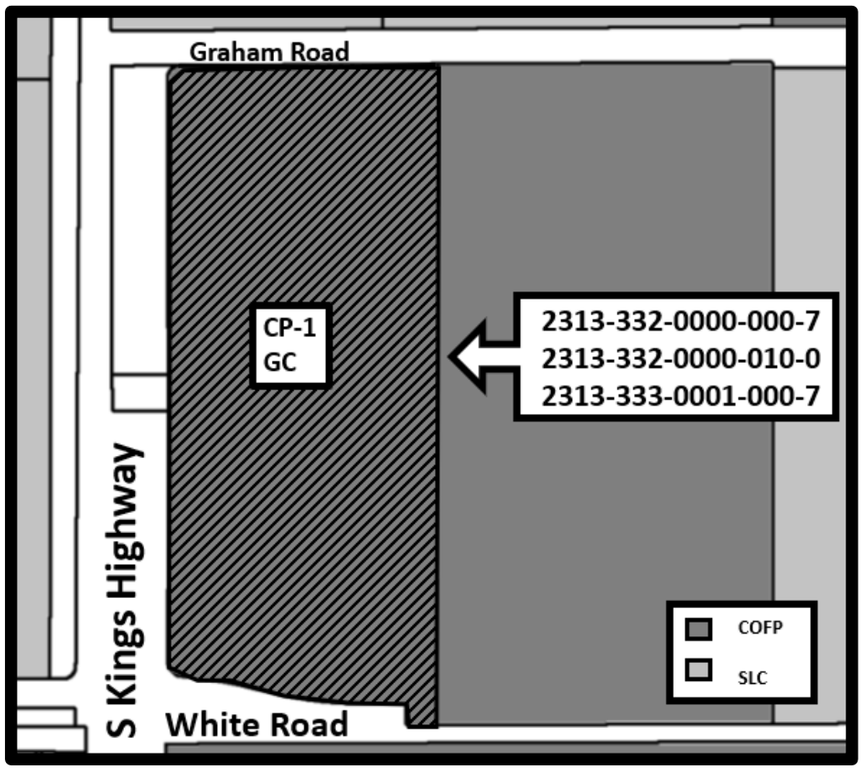


EXHIBIT B
Zoning & Future Land Use Designation Assignment

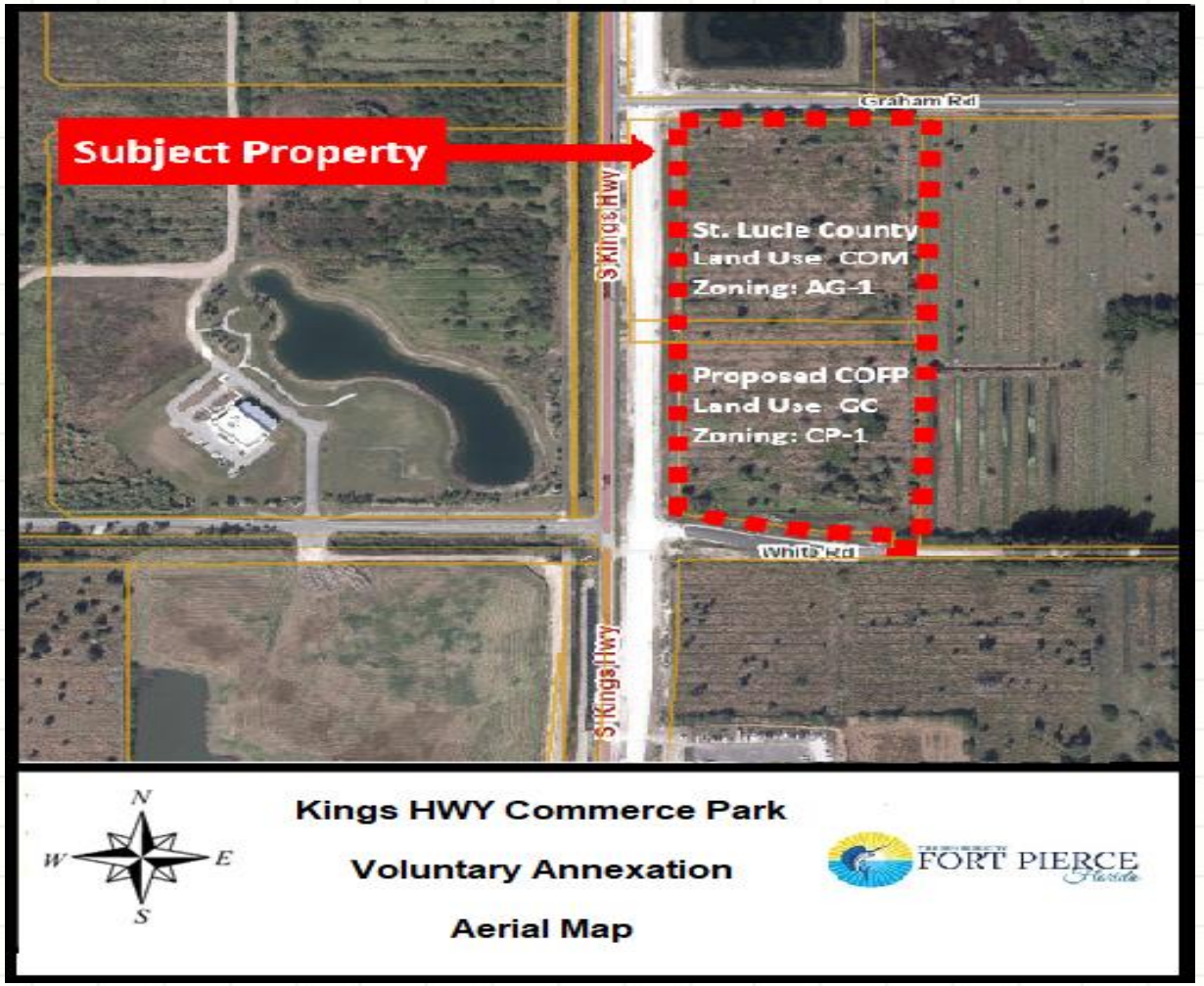


*The property to be annexed currently has a zoning of Agricultural-1 Unit (AG-1) with a Future Land Use of Commercial (COM). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Commercial Parkway (CP-1) and have a Future Land Use Designation of General Commercial (GC).

Application for Annexation (3 Parcels)

At or near the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida

Location Map



Current FLU

- COM, Commercial (SLC

Proposed FLU

- GC, General Commercial

Current Zoning

- AG-1, Agricultural-1 Unit (SLC)

Proposed Zoning

- CP-1, Commercial Parkway Zone

15.05 Acres +/-

Planning Board Recommendation

The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend **Approval** of the request.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

- **The City's General Commercial (GC) Future Land Use allows a Floor Area Ratio (FAR) of 1.0. The St. Lucie County Future Land Use designation of Commercial (COM) also allows a FAR of 1.0.**
- **The Proposed FLU designation is considered to be suitable, having examined the character of the property, its topography, soils, and natural resources. (F.S. 163.3177 6(a) 8.)**

Planning Staff recommends approval of the proposed annexation.

City Commission Actions

Possible actions of the City Commission:

- **APPROVAL** of the proposed Annexation
  - Staff recommends approval
- **DISAPPROVAL** of the proposed Annexation.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

- **The City's General Commercial (GC) Future Land Use allows a Floor Area Ratio (FAR) of 1.0. The St. Lucie County Future Land Use designation of Commercial (COM) also allows a FAR of 1.0.**
- **The Proposed FLU designation is considered to be suitable, having examined the character of the property, its topography, soils, and natural resources. (F.S. 163.3177 6(a) 8.)**

Planning Staff recommends approval of the proposed annexation.

Application for Annexation

At or near the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, P.E., City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Vennis Gilmore, Senior Planner
RE:	**Application for Annexation** **Kings Highway Commerce Park (3 Parcels)**
BOARD DATE:	October 3, 2022

STAFF REPORT

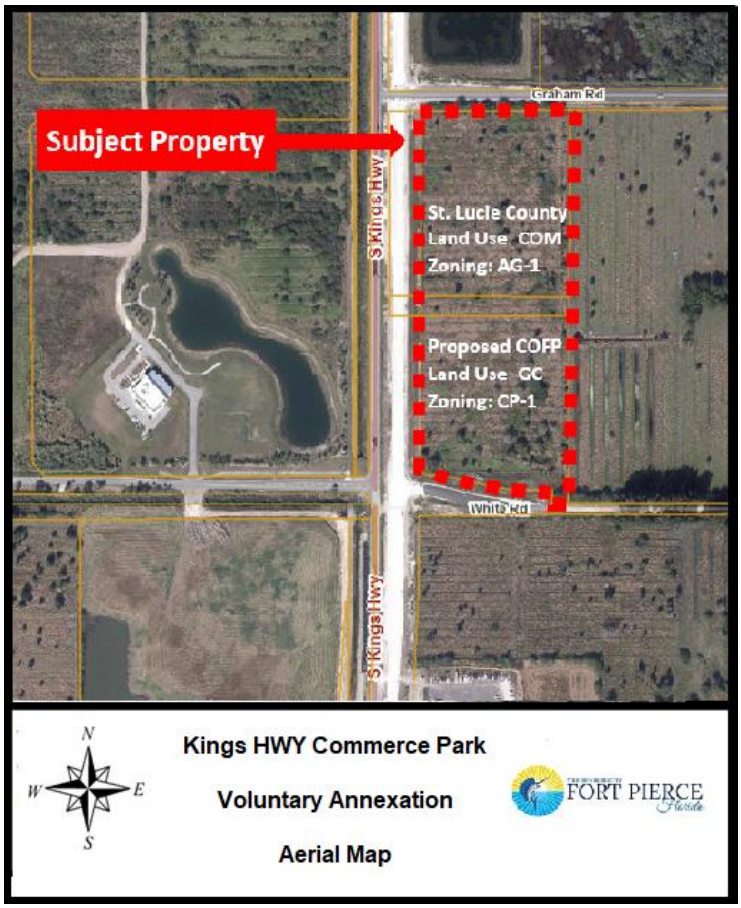
Property Owner:	Matthew Lyle Wynne II, LLC 8000 S US Highway 1, Suite 402 Port St. Lucie, FL 34952
Applicant:	Jeff H. Iravani, Inc. 1934 Commerce Lane, Suite 5 Jupiter, FL 33458
Requested Action:	Approval of a Voluntary Application for Annexation for three (3) parcels of land
Site Location:	At or near the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida
Parcel IDs:	2313-332-0000-000-7, 2313-332-0000-010-0, 2313-333-0001-000-7
Parcel Size:	15.05 Acres +/-
Current Future Land Use:	Commercial (COM) – St. Lucie County
Current Zoning:	Agricultural-1 unit (AG-1) – St. Lucie County
Proposed Future Land Use:	General Commercial (GC) – City of Fort Pierce
Proposed Zoning:	Commercial Parkway (CP-1) – City of Fort Pierce
Utilities:	FPUA

	North	East	South	West
Surrounding FLU:	COM (SLC)	RL (FP)	GC (FP)	SD (SLC)
Surrounding Zoning:	CG (SLC)	R-1 (FP)	CP-1 (FP)	PNRD (SLC)

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of three (3) parcels at or near the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida. The parcel ID(s) are 2313-332-0000-000-7, 2313-332-0000-010-0, 2313-333-0001-000-7.



The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning designation of Agricultural-1 unit (AG-1). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is General Commercial (GC) with a Zoning classification of Commercial Parkway (CP-1).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current value of the properties is $907,445. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property is vacant.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.

The subject property is located within an area that lies within both St. Lucie County as well as the City of Fort Pierce jurisdictions. However, the subject parcel abuts properties to the south and east that are within the City limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services.

The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning be consistent with nearby current City designations of GC and CP-1, respectively and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of GC and CP-1, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification
In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of this annexations by mail to the St. Lucie County Administrator's Office no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Technical Review Committee
All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections. The comments generated from the technical review and any responses by the applicant have been provided.

Planning Board Recommendation
The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation
As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends approval of the proposed annexation along with the Future Land Use designation of GC and the Zoning designation of CP-1.

N
W E
S

Kings HWY Commerce Park

Voluntary Annexation

Aerial Map

FORT PIERCE Florida

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : File

From: John Andrews, P.E. – City Engineer

Re : Annexations
Kings Highway Commerce Park #2
TRC Project 22-02000002

Date : July 13, 2022

This is to advise you that we have completed the review of the following documents as received by this office on July 8, 2022:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Executed Construction Contract
- ☐ Record Drawings
- ☐ Permits
- ☒ Annexation

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend

- ☒ Annexation Approval
- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for Engineering Comments

Engineering has no comment.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 7.21.22
Property Address: Annexations (3) - Kings Highway Commerce Park #2 - 2313-332-0000-010-0, 2313-333-0001-000-7, 2313-332-0000-000-7

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/18/22

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

July 21, 2022

Case # 22-02000002

Planner: City of Ft. Pierce Planning Department

Annexation

Kings Highway Commerce Park II, NE Corner of Kings Hwy / White Rd, Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

ST. LUCIE COUNTY FLORIDA

PUBLIC WORKS DEPARTMENT
TECHNICAL REVIEW COMMITTEE
Ft. Pierce

July 20, 2022

PROJECT: KHCP #2

REF: TRC App. #22-02000002

TO: Vennis Gilmore

FROM: David Hays

The following comments are offered by SLC PW - Engineering:

1. Public Works does not have any comments regarding the annexation.
2. Additional comments will be provided with a site plan application.
3. Kings Highway is an FDOT Right-of-Way. Please coordinate a pre-application meeting with FDOT to discuss access.
4. A TIR will be required with a site plan for review.
5. For discussion regarding these comments and response, please contact me at 772-462-1491, haysd@stlucieco.org.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

July 21, 2022

TECHNICAL REVIEW PROJECT # 22- 02000002
Annexations (3 Parcels) – Kings Highway Commerce Park #2

Comments

FPUA W/WW Engineering: The Annexation request is approved,

Water and wastewater services are available to serve the subject property from Kings Highway and Peters Road. To connect to these services please submit Utility Plan (3 complete sets) along with a completed plan review application to the Water and Wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida, 34947. Please use the link below to our website for a step-by-step guide through the entire process, including utility details and permit applications. For questions please contact John Biggs at 772-466-1600 ext. 3474

https://fpua.com/water-and-wastewater-engineering-downloads/

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application – TRC Annex Kings Hwy Comm Pk #2. Approved.

The parcels below are not in the FPUA electric service area. Located in FPL service area. Parcels to the east are within FPUA electric service territory.

Parcel ID: 2313-332-0000-010-0
Parcel ID: 2313-333-0001-000-7
Parcel ID: 2313-332-0000-000-7

Electric service is available to the site (from Peters Road) for the propose development. Please provide electric load information for the propose structures /new services and AutoCAD drawing. Customer will be responsible for all transformer pads, conduits and secondary conductors. For more information and project coordination, please contact Sal Scimeca.

(Con't pg 2)

Sal Scimeca
Engineering Technician II
Electric and Gas Engineering
1701 S. 37th Street, Fort Pierce, FL 34947
sscimeca@fpua.com
Office: (772)466-1600 Ext. 6957

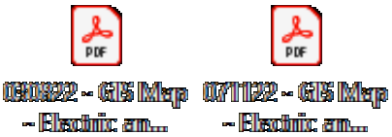
Gas service is available to the site for the propose development (from Kings Hwy or Peters Road). Please provide a copy of the gas riser diagram with the anticipated load (if developer is interested in natural gas service). For more information and incentive available, please contact Billy Dupre.

Billy Dupre
Business Development Representative
Gas Operations
1701 S. 37th Street, Fort Pierce, FL 34947
Bdupre@fpua.com
Office: (772)-466-1600 Ext.4705

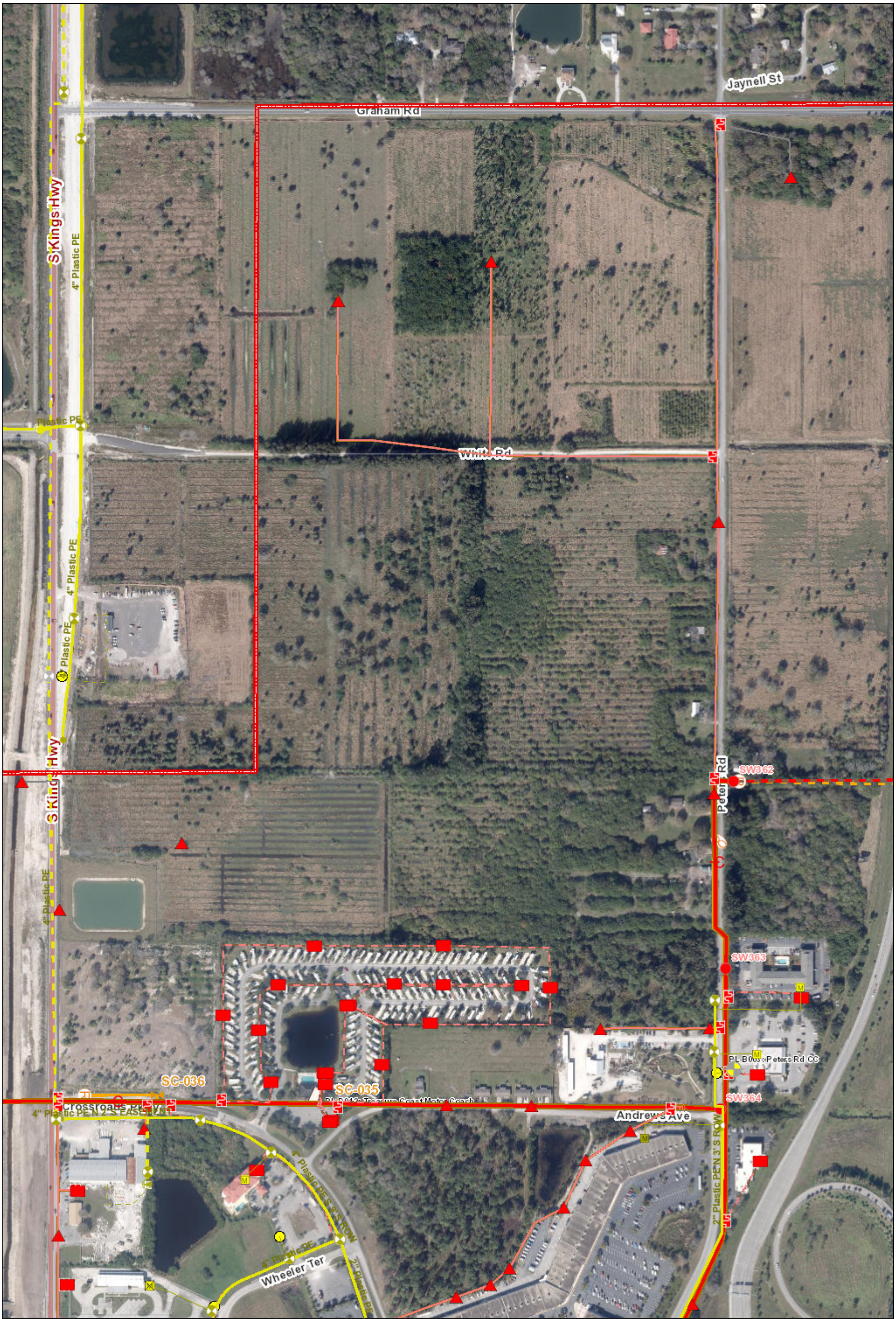
FPUA will require a utility easement for all propose FPUA facilities within the site.

Note: FPUA will make every effort to accommodate new developments and upgrades to existing services as much as possible with on-hand material, while maintaining a responsible maintenance stock. However, in most cases, the provision of service is entirely dependent on the lead times provided by equipment manufacturers. Certain key items could be unobtainable for over a year.

Please find attached a copy of the FPUA GIS maps (Electric and Gas).



If the developer should have any questions, please have them contact the individuals listed above.



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse
- Transformers: Overhead, Pad Mount
- Valves: Gas, Water, Raw Water, Waste Water
- Fire Hydrant
- Well
- Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 3/8/2022

FPUA COMMUNITY PROUD

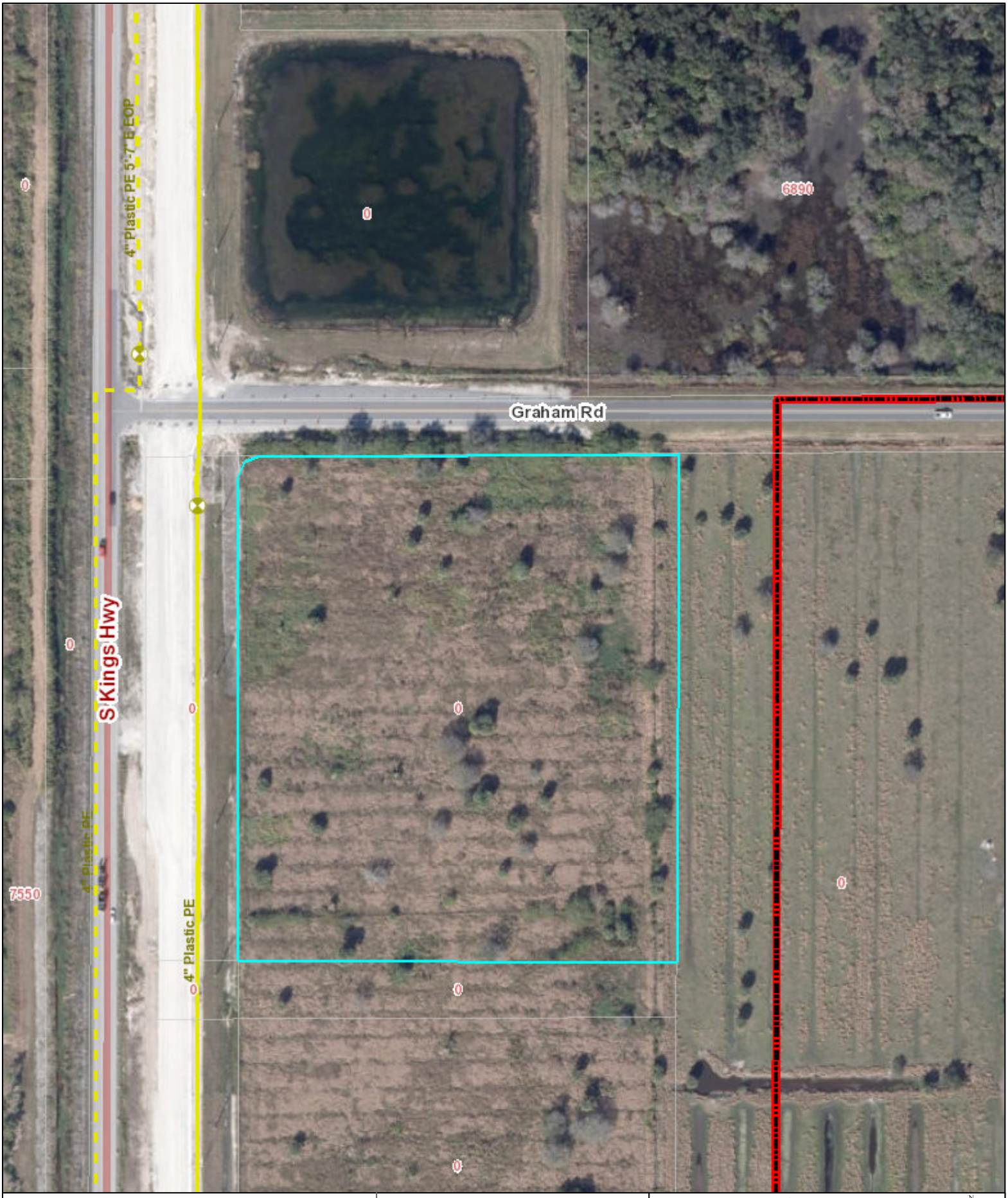
FPUA Web Map

N

1 inch = 375 feet

Created By:
Name

(772) 466-1600
FAX (772) 461-1938



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
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- WW Gravity Main
- Pole
- Fuse

Transformers

- Overhead
- Pad Mount

Valves

- Gas
- Water
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811 Know what's below. Call before you dig.

Date: 7/11/2022

FPUA COMMUNITY PROUD

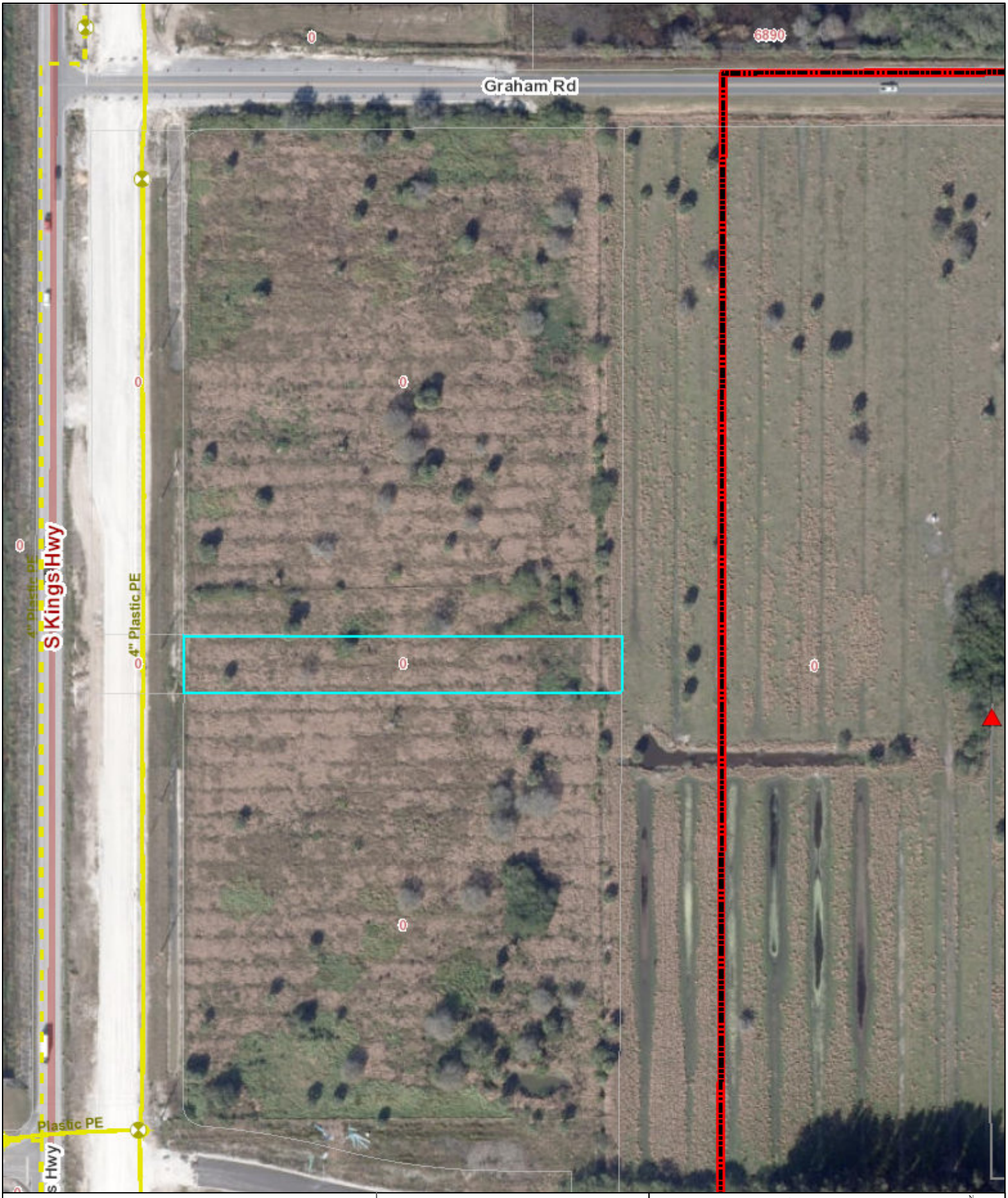
N

1 inch = 167 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938



Legend

- Electric Primary Wire
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Transformers

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Date: 7/11/2022

FPUA COMMUNITY PROUD

N

1 inch = 167 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
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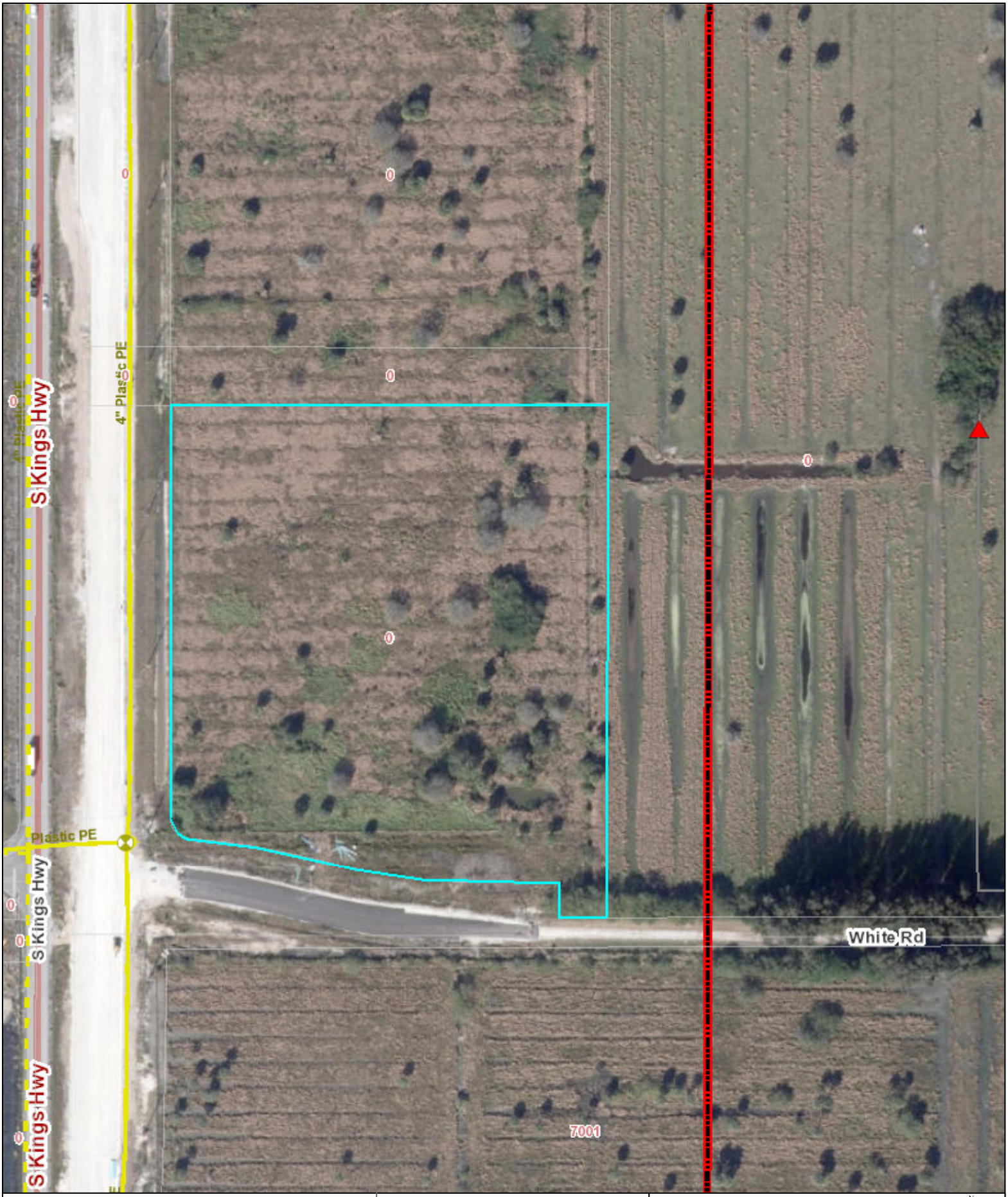

Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
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- Potable Water Main
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- Transformers
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  - Water
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- Fire Hydrant
- Well
- Lift Station

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Date: 7/11/2022

FPUA COMMUNITY PROUD

N

1 inch = 167 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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
- Current Survey (completed within the last 12 months)

1. Address: See attached property appraiser information
2. Legal description of real property for which annexation is being requested:
   See attached property appraiser information

   Property Tax ID: 2313-332-0000-010-0
3. Size of described property: 0.83
4. Project description: Warehouse, office & Distribution
5. Current St. Lucie County Future Land Use Designation: COM
6. Current St. Lucie County Zoning: AG-1
7. Is this a Historic property? No
8. Appraised value: Parcel appraised value is $43,575
9. Name of Owner(s): Matthew Lyle Wynne II LLC Jeff H. Iravani - Authorized Agent

   Signature of Owner(s):
   Mailing Address: 8000 S US Highway 1 Suite 402
   City Port St. Lucie State Florida Zip 34952
   Phone 5615756030 Fax 5615756088

10. Name of Representative: Jeff H. Iravani, Inc

Signature of representative: _____

Mailing Address: 1934 Commerce Lane Suite 5

City) Jupiter State FL Zip 33458

Phone 561-575-6030 Fax 561-575-6088

E-mail: jhi@bellsouth.net

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

Matthew Lyle Wynne II, LLC
8000 S US One Suite 402
Port St Lucie, FL 34952

June 17, 2022

RE: Parcel ID # 2313-332-0000-010-0
Kings Highway Commerce Center
Southeast corner of Kings Highway and Graham Road
Fort Pierce, Florida

To Whom It May Concern:

Matthew Lyle Wynne II, LLC, the owner of the above referenced parcel, hereby authorizes Jeff H. Iravani, Inc to be our authorized agent to obtain all the required annexation, re-zoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: _____

Name: Matthew L. Wynne

Title: Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of June, 2022, by Matthew L. Wynne who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

Susan LaFleur
Notary Public

SUSAN LAFLEUR
MY COMMISSION # GG 356204
EXPIRES: February 23, 2023
Bonded Thru Notary Public Underwriters

Seal

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

Property Identification

Site Address: KINGS HWY
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-332-0000-010-0
Jurisdiction: Saint Lucie County

Use Type: 6000
Account #: 174934
Map ID: 23/13S
Zoning: AG-1 Count

Ownership

Matthew Lyle Wynne II LLC

8000 S US Highway 1 Ste 402
Port St Lucie, FL 34952

Legal Description

13 35 39 FROM SW COR OF SEC TH N 89 44 39 E ALG S LI OF SEC 25 FT, TH N 00 11 05 W 614.19 FT, TH N 89 44 38 E 110 FT TO POB; TH N 00 11 05 W 68.22 FT, TH N 89 57 26 E 528.29 FT, TH S 00 56 56 E 68 FT, TH S 89 44 38 W 528.29 FT TO POB (0.83AC - 36,155 SF) (OR 3128-1592)

Current Values

Just/Market Value:	$43,575
Assessed Value:	$228
Exemptions:	$0
Taxable Value:	$228

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):	0.83
Land Size (SF):	36,155

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
Sep 11, 2009	3128 / 1592	0001	WD	Agler Ben	$550,000
Sep 11, 2009	3128 / 1586	0130	WD	Matthew Lyle Wynne LLC	$100
Jan 9, 2008	2926 / 0055	XX02	WD	Agler Ben	$250,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0

Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$43,575
Just/Market:	$43,575
Ag Credit:	$43,347
Save Our Homes or 10% Cap:	$0
Assessed:	$228
Exemption(s):	$0
Taxable:	$228

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2016	0054	0.83	North St. Lucie Water Management District	$25.00

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	$43,575	$228	$0	$228
2020	$43,575	$228	$0	$228
2019	$43,575	$228	$0	$228
2018	$43,575	$228	$0	$228

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 Saint Lucie County

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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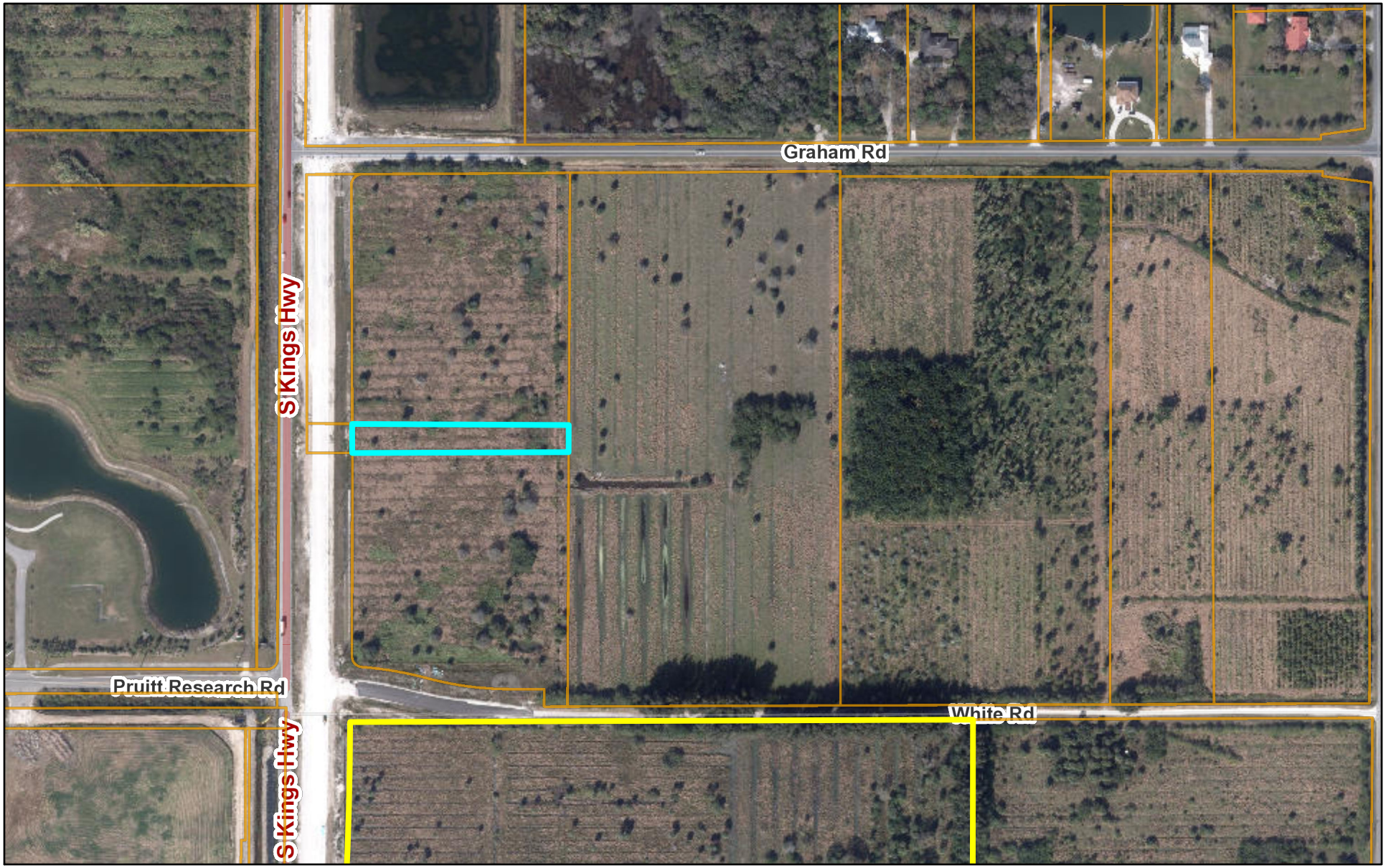
Saint Lucie County Property Appraiser



June 15, 2022

1:4,514

0 187.5 375 750 ft

0 55 110 220 m

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

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3390885 OR BOOK 3128 PAGE 1592, Recorded 09/17/2009 at 03:20 PM
Doc Tax: $3850.00

This Document Prepared By and Return to:
FRANK H. FEE, III, ESQUIRE
FEE, DeROSS & FEE
500 Virginia Avenue, Suite 200
Fort Pierce, FL 34982

Parcel ID Number: 2313-332-0000-000/7
Recording $ 27.00
Doc. Stamps $ 3,850.00

Warranty Deed

This Indenture, Made this 11th day of September, 2009 A.D., **Between**

Ben Agler and Karol Agler, husband and wife

of the County of St. Lucie, State of Florida, **grantors,** and

Matthew Lyle Wynne II, LLC, a Florida limited liability company

whose address is: 8000 So. U.S. Hwy. 1, Suite 402, Port St. Lucie, FL 34952

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of

----------TEN DOLLARS ($10)---------- DOLLARS,

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

The South One (1) Acre of the Real Property more fully described on Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO restrictions, reservations, limitations and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same.

SUBJECT TO the lien, operation and affect of that certain Mortgage and Note Bifurcation/Modification Agreement ("Agreement") dated October 31, 2007, securing Bifurcation Note #2 (as defined in the Agreement) in the reduced principal sum of $549,247.74 which is intended to remain in full force and effect, and not be merged with the fee title to the above described property.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

WYNNEAGLERMOD

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in our presence:

Printed Name: FRANK HIFFEE, III
Witness

Printed Name: Connie Sue Moore
Witness

Ben Agler (Seal)
Ben Agler
P.O. Address: **1140 SW Greenbriar Cove, Fort Pierce, FL 34986**

Karol Agler (Seal)
Karol Agler
P.O. Address: **1140 SW Greenbriar Cove, Fort Pierce, FL 34986**

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 11th day of September, 2009, by
Ben Agler and Karol Agler, husband and wife
who are personally known to me or who have produced their **Florida driver's license** as identification.

Printed Name: Connie Sue Moore
Notary Public
My Commission Expires: / /

CONNIE SUE MOORE
Commission # DD 869716
Expires April 4, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

WYNNEAGLERMOD

EXHIBIT "A"

PARCEL A:
A portion of the Southwest 1/4 of Section 13, Township 35 South, Range 39 East, St. Lucie County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Section 13, run East on the South Section Line 25 feet to the East right-of-way line of King's Highway; thence run N. 00°05'22" E., 614.19 feet, along aforesaid right-of-way, to the Point of Beginning. From the Point of Beginning continue N. 00°05'22" E., along said right-of-way, 683.20 feet, to the South right-of-way of Graham Road; thence N. 89°57'26" E., along the South right-of-way of Graham Road, 637.83 feet; thence S. 00°56'56" W., 683.68 feet; thence West, 638.29 feet to the Point of Beginning,

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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.
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In addition to a complete application, packets shall include:

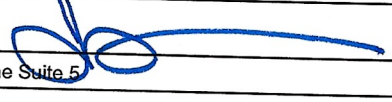
- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: See attached property appraiser information
2. Legal description of real property for which annexation is being requested:
   See attached property appraiser information

   Property Tax ID: 2313-332-0000-000-7
3. Size of described property: 7.45
4. Project description: Warehouse, office & Distribution
5. Current St. Lucie County Future Land Use Designation: COM
6. Current St. Lucie County Zoning: AG-1
7. Is this a Historic property? No
8. Appraised value: Parcel appraised value is $391,230
9. Name of Owner(s): Matthew Lyle Wynne, LLC Jeff H. Iravani - Authorized Agent

   Signature of Owner(s):
   Mailing Address: 8000 S US Highway 1 Suite 402
   City Port St. Lucie State Florida Zip 34952
   Phone 5615756030 Fax 5615756088

10. Name of Representative: Jeff H. Iravani, In

Signature of representative: 

Mailing Address: 1934 Commerce Lane Suite 5

City) Jupiter State FL Zip 33458

Phone 561-575-6030 Fax 561-575-6088

E-mail: jhi@bellsouth.net

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

Matthew Lyle Wynne, LLC
8000 S US One Suite 402
Port St Lucie, FL 34952

June 17, 2022

RE: Parcel ID # 2313-332-0000-000-7
Kings Highway Commerce Center
Southeast corner of Kings Highway and Graham Road
Fort Pierce, Florida

To Whom It May Concern:

Matthew Lyle Wynne, LLC, the owner of the above referenced parcel, hereby authorizes Jeff H. Iravani, Inc to be our authorized agent to obtain all the required annexation, re-zoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: _____

Name: Matthew L. Wynne

Title: Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of June, 2022, by Matthew L. Wynne who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

Susan LaFleur
Notary Public

Seal

SUSAN LAFLEUR
MY COMMISSION # GG 356204
EXPIRES: February 23, 2023
Bonded Thru Notary Public Underwriters

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

Property Identification

Site Address: KINGS HWY
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-332-0000-000-7
Jurisdiction: Saint Lucie County

Use Type: 6000
Account #: 13745
Map ID: 23/13S
Zoning: AG-1 Count

Ownership

Matthew Lyle Wynne LLC

8000 S US Highway 1 Ste 402
Port St Lucie, FL 34952

Legal Description

13 35 39 FROM SW COR OF SEC RUN N 89 44 39 E ALG S LI OF SEC 25 FT, TH N 00 11 05 W 682.41 FT, TH N 89 44 38 E 110 FT TO POB; TH N 00 11 05 W 590.70 FT TO CURVE CONC SE, R OF 25 FT, TH NELY ALG ARC 39.25 FT TO SLY RD R/W LI OF GRAHAM RD, TH N 89 57 26 E ALG S R/W LI 502.85 FT,TH S 00 56 56 W 615.68 FT, TH S 89 44 38 W 528.29 FT TO POB (7.452 AC - 324,609 SF) (OR 2095-1248: 2926-55: 3128-1586)

Current Values

Just/Market Value:	$391,230
Assessed Value:	$2,049
Exemptions:	$0
Taxable Value:	$2,049

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):	7.45
Land Size (SF):	324,609

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
Sep 11, 2009	3128 / 1586	0111	WD	Matthew Lyle Wynne LLC	$100
Jan 9, 2008	2926 / 0055	XX02	WD	Agler Ben	$250,000
Nov 12, 2004	2095 / 1248	XX00	WD	Wynne (TR) Matthew L	$800,000
Nov 6, 2003	1846 / 1516	XX00	WD	A P Hoeffner Sons Inc	$525,000
Jan 1, 1979	0322 / 2838	XX01	CV		$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:

Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$391,230
Just/Market:	$391,230
Ag Credit:	$389,181
Save Our Homes or 10% Cap:	$0
Assessed:	$2,049
Exemption(s):	$0
Taxable:	$2,049

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2016	0054	7.452	North St. Lucie Water Management District	$152.77

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	$391,230	$2,049	$0	$2,049
2020	$391,230	$2,049	$0	$2,049
2019	$391,230	$2,049	$0	$2,049
2018	$391,230	$2,049	$0	$2,049

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 Saint Lucie County

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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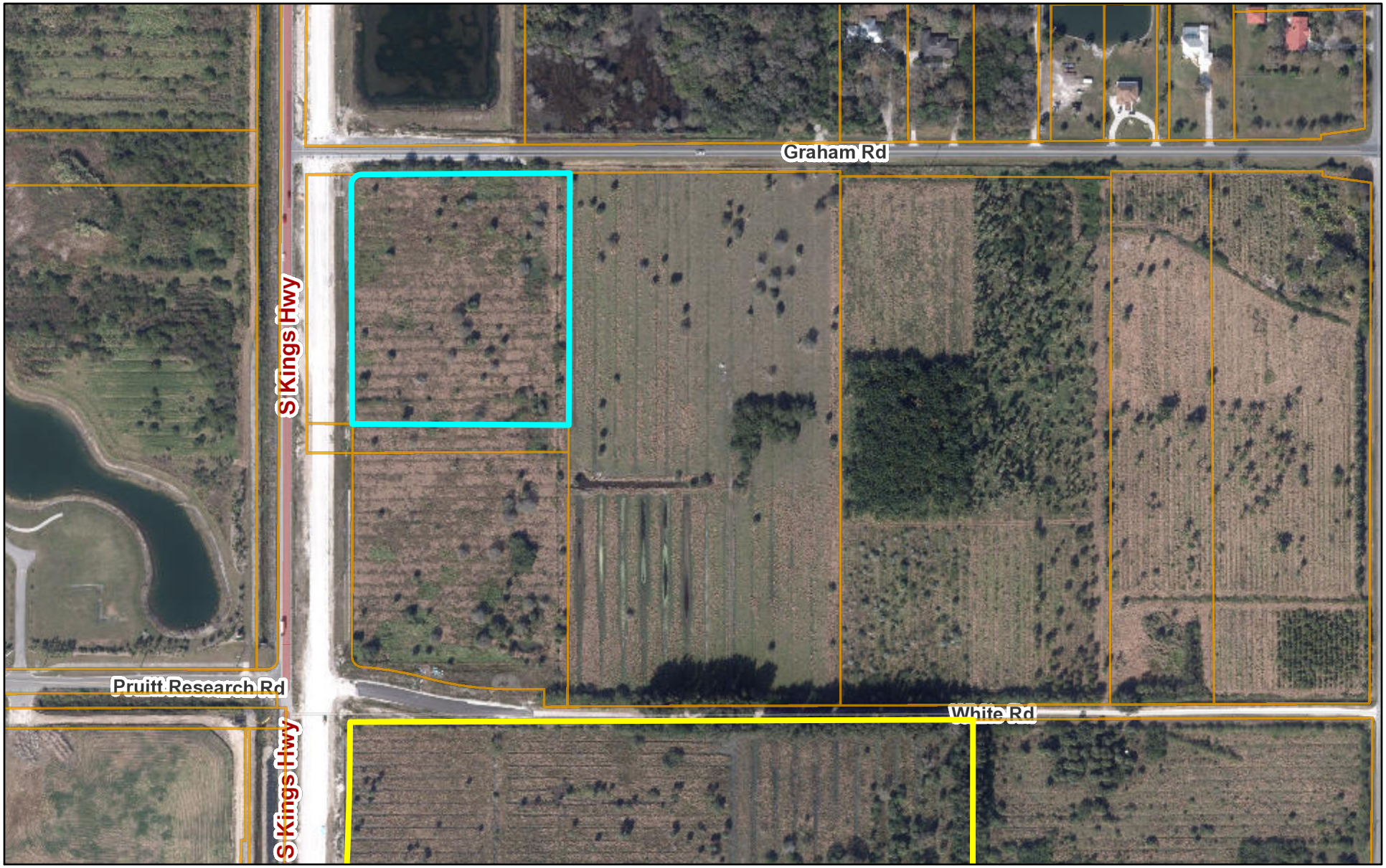
Saint Lucie County Property Appraiser



June 15, 2022

1:4,514

0 187.5 375 750 ft

0 55 110 220 m

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

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3390883 OR BOOK 3128 PAGE 1586, Recorded 09/17/2009 at 03:20 PM
Doc Tax: $0.70

This Document Prepared By and Return to:
FRANK H. FEE, III, ESQUIRE
FEE, DeROSS & FEE
500 Virginia Avenue, Suite 200
Fort Pierce, FL 34982

Parcel ID Number: 2313-332-0000-000/7

Recording $27.00
Doc. Stamps $ .70

Corrective Warranty Deed

This Indenture, Made this 11th day of September, 2009 A.D., **Between**
Ben Agler and Karol Agler, husband and wife
of the County of **St. Lucie**, State of **Florida, grantors,** and
Matthew Lyle Wynne, LLC, a Florida limited liability company
whose address is: **8000 So. U.S. Hwy. 1, Suite 402, Port St. Lucie, FL 34952**
of the County of **St. Lucie**, State of **Florida, grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of
----------**TEN DOLLARS ($10)**---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **St. Lucie** State of **Florida** to wit:

See Exhibit "A" attached hereto and made a part hereof.

Subject to restrictions, reservations, limitations and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same.

This is a CORRECTIVE WARRANTY DEED intended to cure the legal description exception appearing in that certain Warranty Deed from Grantors to Grantee dated January 9, 2008, recorded in O.R. Book 2926, Page 55 of the Public Records of St. Lucie County, Florida, which deed intended to except from the described parcel the South One (1) Acre thereof, rather than the South Five (5) Acres.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in our presence:

Printed Name: FRANK HITEF
Witness

Printed Name: Connie Sue Moore
Witness

(Seal)
Ben Agler
P.O. Address: **1140 SW Greenbriar Cove, Fort Pierce, FL 34986**

(Seal)
Karol Agler
P.O. Address: **1140 SW Greenbriar Cove, Fort Pierce, FL 34986**

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this **11th** day of **September, 2009** by **Ben Agler and Karol Agler, husband and wife** who are personally known to me or who have produced their **Florida driver's license** as identification.

Printed Name: Connie Sue Moore
Notary Public
My Commission Expires: / /

CONNIE SUE MOORE
Commission # DD 869716
Expires April 4, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

WYNNEAGLER

EXHIBIT "A"

PARCEL A:
A portion of the Southwest 1/4 of Section 13, Township 35 South, Range 39 East, St. Lucie County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Section 13, run East on the South Section Line 25 feet to the East right-of-way line of King's Highway; thence run N. 00°05'22" E., 614.19 feet, along aforesaid right-of-way, to the Point of Beginning. From the Point of Beginning continue N. 00°05'22" E., along said right-of-way, 683.20 feet, to the South right-of-way of Graham Road; thence N. 89°57'26" E., along the South right-of-way of Graham Road, 637.83 feet; thence S. 00°56'56" W., 683.68 feet; thence West, 638.29 feet to the Point of Beginning,

LESS THE SOUTH ONE (1) ACRE THEREOF.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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
- Current Survey (completed within the last 12 months)

1. Address: See attached property appraiser information
2. Legal description of real property for which annexation is being requested:
   See attached property appraiser information

   Property Tax ID: 2313-333-0001-000-7
3. Size of described property: 6.75
4. Project description: Warehouse, office & Distribution
5. Current St. Lucie County Future Land Use Designation: COM
6. Current St. Lucie County Zoning: AG-1
7. Is this a Historic property? No
8. Appraised value: Parcel appraised value is $472,640
9. Name of Owner(s): Shad Properties Group, LLC Jeff H. Iravani - Authorized Agent

   Signature of Owner(s):
   Mailing Address: 6301 W Broward Blvd
   City Plantaton State Florida Zip 33317
   Phone 5615756030 Fax 5615756088

10. Name of Representative: Jeff H. Iravani, Inc

Signature of representative:

Mailing Address: 1934 Commerce Lane Suite 5

City) Jupiter State FL Zip 33458

Phone 561-575-6030 Fax 561-575-6088

E-mail: jhi@bellsouth.net

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

Shad Properties Group, LLC
6301 W. Broward Blvd
Plantation, FL 33317

June 17, 2022

RE: Parcel ID # 2313-333-0001-000-7
Kings Highway Commerce Center
Southeast corner of Kings Highway and Graham Road
Fort Pierce, Florida

To Whom It May Concern:

Shad Properties Group, LLC, the owner of the above referenced parcel, hereby authorizes Jeff H. Iravani, Inc to be our authorized agent to obtain all the required annexation, re-zoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: Nabeela Islam Shad

Name: NABEELA ISLAM SHAD

Title: MANAGER

STATE OF FLORIDA BROWARD
COUNTY OF ~~PALM BEACH~~

The foregoing instrument was acknowledged before me this 20 day of June, 2022, by Nabeela Shad who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

Syed Hussain
Notary Public Syed Hussain

Seal

SYED HUSSAIN
Notary Public - State of Florida
Commission # HH 163972
My Comm. Expires Sep 19, 2025
Bonded through National Notary Assn.

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

Property Identification

Site Address: TBD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-333-0001-000-7
Jurisdiction: Saint Lucie County

Use Type: 6000
Account #: 156018
Map ID: 23/13S
Zoning: AG-1 Count

Ownership

Shad Properties Group LLC

6301 W Broward Blvd
Plantation, FL 33317

Legal Description

13 35 39 THAT PART OF SEC MPDAF: FROM SW COR OF SW 1/4, TH N 89 44 39 E 25 FT, TH N 00 11 05 W 614.19 FT, TH N 89 44 38 E 110 FT TO POB; TH CONT N 89 44 38 E 528.29 FT, TH S 00 56 56 W 614.19 FT TO S LI OF SEC, THE S 89 44 39 W 62.45 FT, TH N 00 15 21 W 44.07 FT, TH S 89 44 39 W 83.73 FT TO CURVE CONC NE, R OF 776 FT, TH NWLY ALG ARC 201.78 FT TO TO CURVE CONC SW, R OF 886 FT, TH NWLY ALG ARC 162.30 FT TO CURVE CONC NE, R OF 25 FT, TH NWLY ALG ARC 37.38 FT, TH N 00 11 05 W 491.91 FT TO POB (6.752 AC - 294,117 SF) (OR 2095-1237)

Current Values

Just/Market Value:	$472,640
Assessed Value:	$1,857
Exemptions:	$0
Taxable Value:	$1,857

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):	6.75
Land Size (SF):	294,117

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
Nov 12, 2004	2095 / 1237	XX00	WD	Wynne (TR) Matthew L	$540,000
Nov 6, 2003	1846 / 1516	XX00	WD	A P Hoeffner Sons Inc	$525,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$472,640
Just/Market:	$472,640
Ag Credit:	$470,783
Save Our Homes or 10% Cap:	$0
Assessed:	$1,857
Exemption(s):	$0
Taxable:	$1,857

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2017	0054	6.752	North St. Lucie Water Management District	$138.42

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	$472,640	$1,857	$0	$1,857
2020	$472,640	$1,857	$0	$1,857
2019	$472,640	$1,857	$0	$1,857
2018	$472,640	$1,857	$0	$1,857

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 Saint Lucie County

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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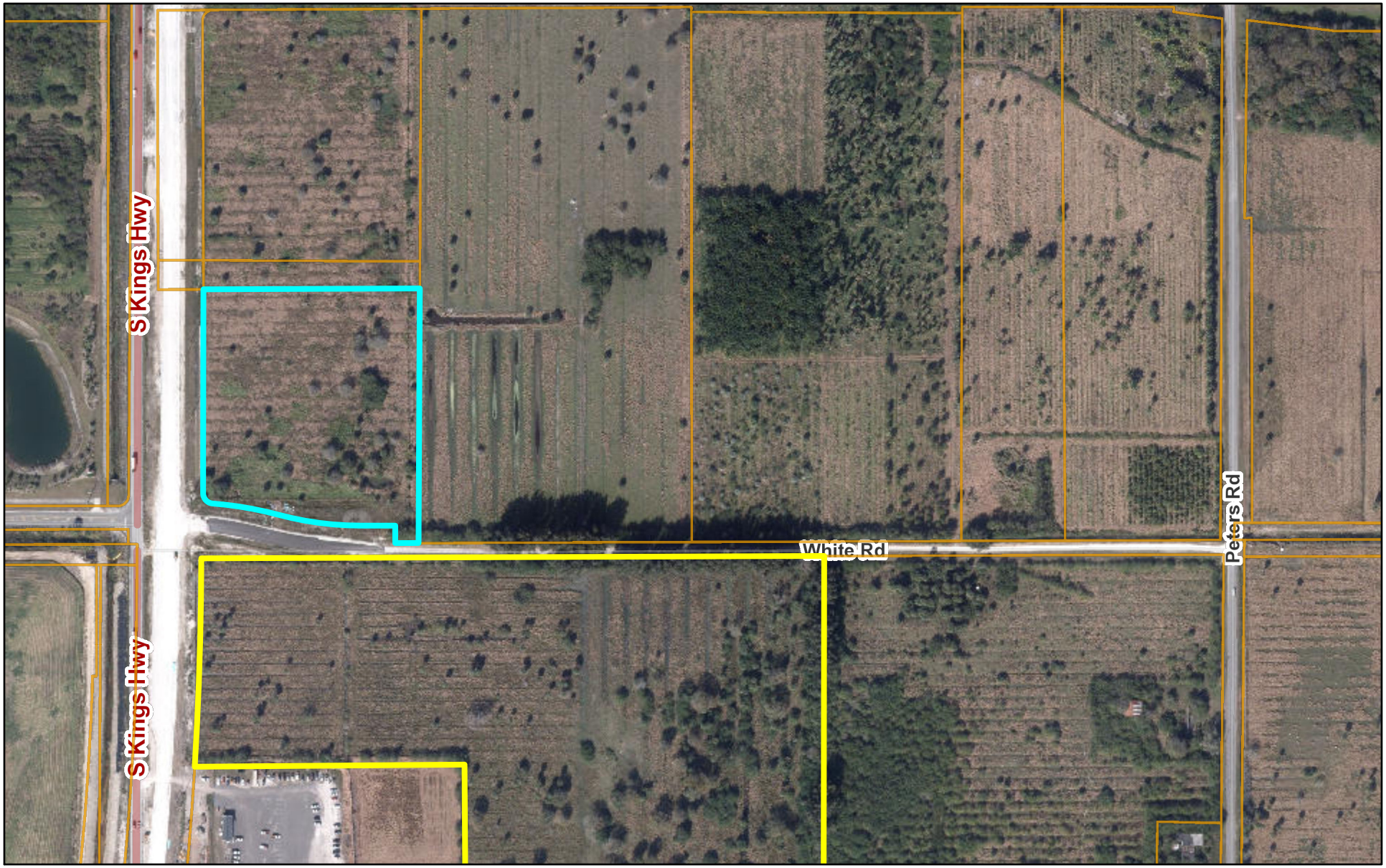
Saint Lucie County Property Appraiser



June 17, 2022

1:4,514

0 187.5 375 750 ft

0 55 110 220 m

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

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2501878 OR BOOK 2095 PAGE 1237, Recorded 11/17/2004 at 12:03 PM
Doc Tax: $3780.00

This Instrument Prepared by:
Treasure Coast Abstract & Title Insurance Co.
401 South Indian River Drive
Fort Pierce, Fl 34950

Return to CH BX: 76

WARRANTY DEED

THIS WARRANTY DEED, executed this 12th day of November, 2004 by:

MATTHEW LYLE WYNNE, a single adult, individually and as Trustee

8000 South U.S.1, Suite 402
Port St. Lucie, Florida 34982

hereinafter called the Grantor, to:

SHAD PROPERTIES GROUP, LLC, a Florida limited liability company
6301 W. Broward Boulevard
Plantation, Florida 33317

hereinafter called the Grantee:

"Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires."

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee forever, all that certain land situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

See Exhibit "A" attached hereto

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004

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

Signed, Sealed and Delivered
in the presence of:

AMANDA STOPKOWITZ, Witness
(Print or Type Name)

JACQUELYN BREWER, Witness
(Print or Type Name)

By: _____
Matthew Lyle Wynne, as Trustee

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 12th day of NOVEMBER, 2004, by MATTHEW LYLE WYNNE, a single adult, individually and as Trustee who is personally known to me and who did not take an oath.

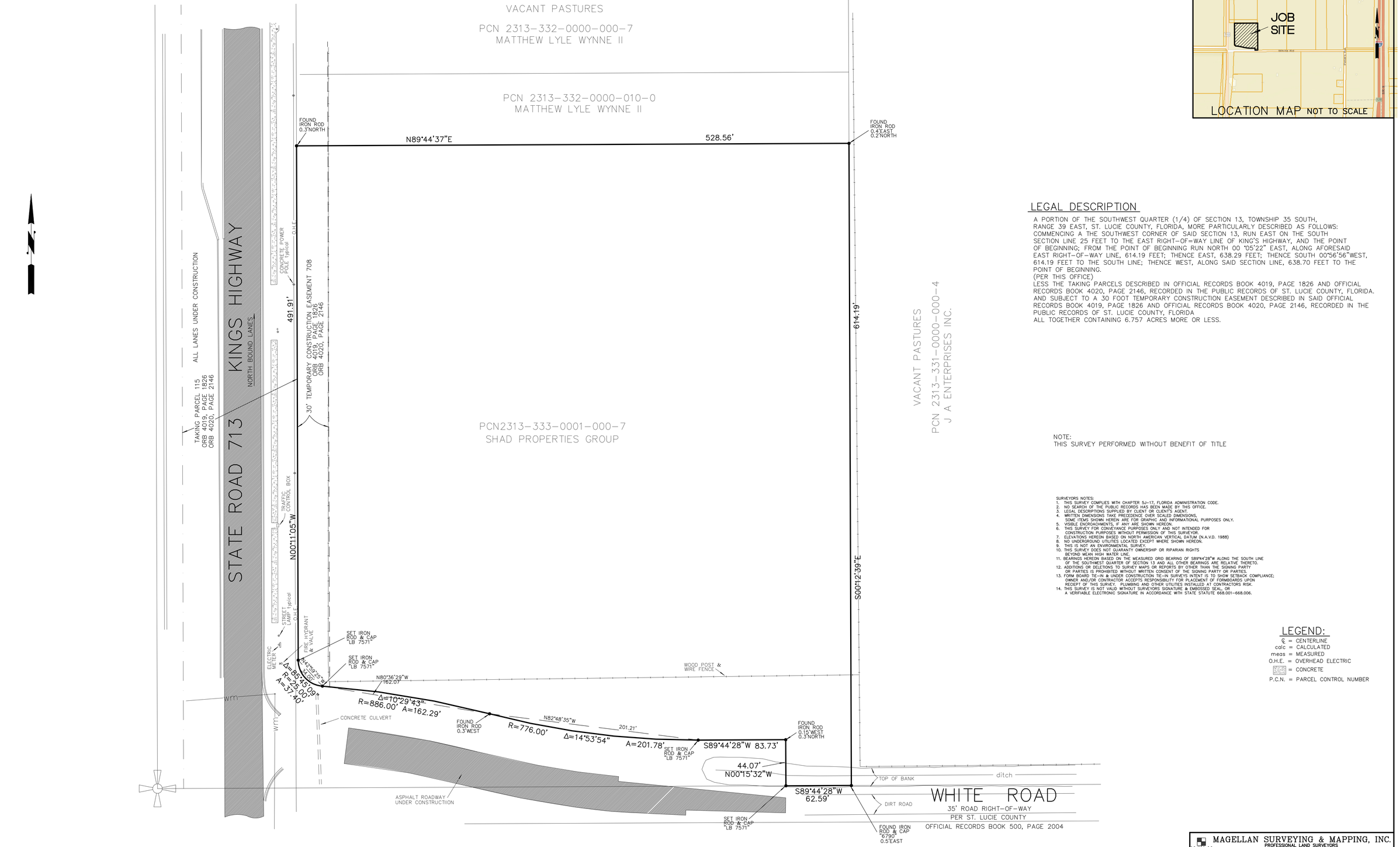
JACQUELYN B. BREWER
MY COMMISSION # DD 164638
EXPIRES: March 9, 2007
Bonded Thru Notary Public Underwriters

JACQUELYN BREWER NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"

PARCEL B:
A portion of the Southwest ¼ of Section 13, Township 35 South, Range 39 East, St. Lucie County, Florida, more particularly described as follows:
Commencing at the Southwest corner of said Section 13, run East on the South Section Line 25 feet to the East right-of-way line of King's Highway, and the Point of Beginning. From the Point of Beginning run N.00°05'22" E., along aforesaid East right-of-way, 614.19 feet; thence East, 638.29 feet; thence S. 00°56'56" W., 614.19 feet to the South Section Line; thence West, along said Section Line, 638.70 feet to the Point of Beginning.
All the above containing 9.00 acres, more or less.

The above described property is not now nor ever has been the homestead of the Grantor.



LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING A THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH SECTION LINE 25 FEET TO THE EAST RIGHT-OF=WAY LINE OF KING'S HIGHWAY, AND THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN NORTH 00 °05'22" EAST, ALONG AFORESAID EAST RIGHT-OF-WAY LINE, 614.19 FEET; THENCE EAST, 638.29 FEET; THENCE SOUTH 00°56'56"WEST, 614.19 FEET TO THE SOUTH LINE; THENCE WEST, ALONG SAID SECTION LINE, 638.70 FEET TO THE POINT OF BEGINNING.
(PER THIS OFFICE)
LESS THE TAKING PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ALL TOGETHER CONTAINING 6.757 ACRES MORE OR LESS.

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS, SOME ITEMS SHOWN HEREIN ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
6. THIS SURVEY FOR CONVEYANCE PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE MEASURED GRID BEARING OF S89°44'28"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECEIPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL, OR A VERIFIABLE ELECTRONIC SIGNATURE IN ACCORDANCE WITH STATE STATUTE 668.001-668.006.

LEGEND:

℄ = CENTERLINE
calc = CALCULATED
meas = MEASURED
O.H.E. = OVERHEAD ELECTRIC
= CONCRETE
P.C.N. = PARCEL CONTROL NUMBER

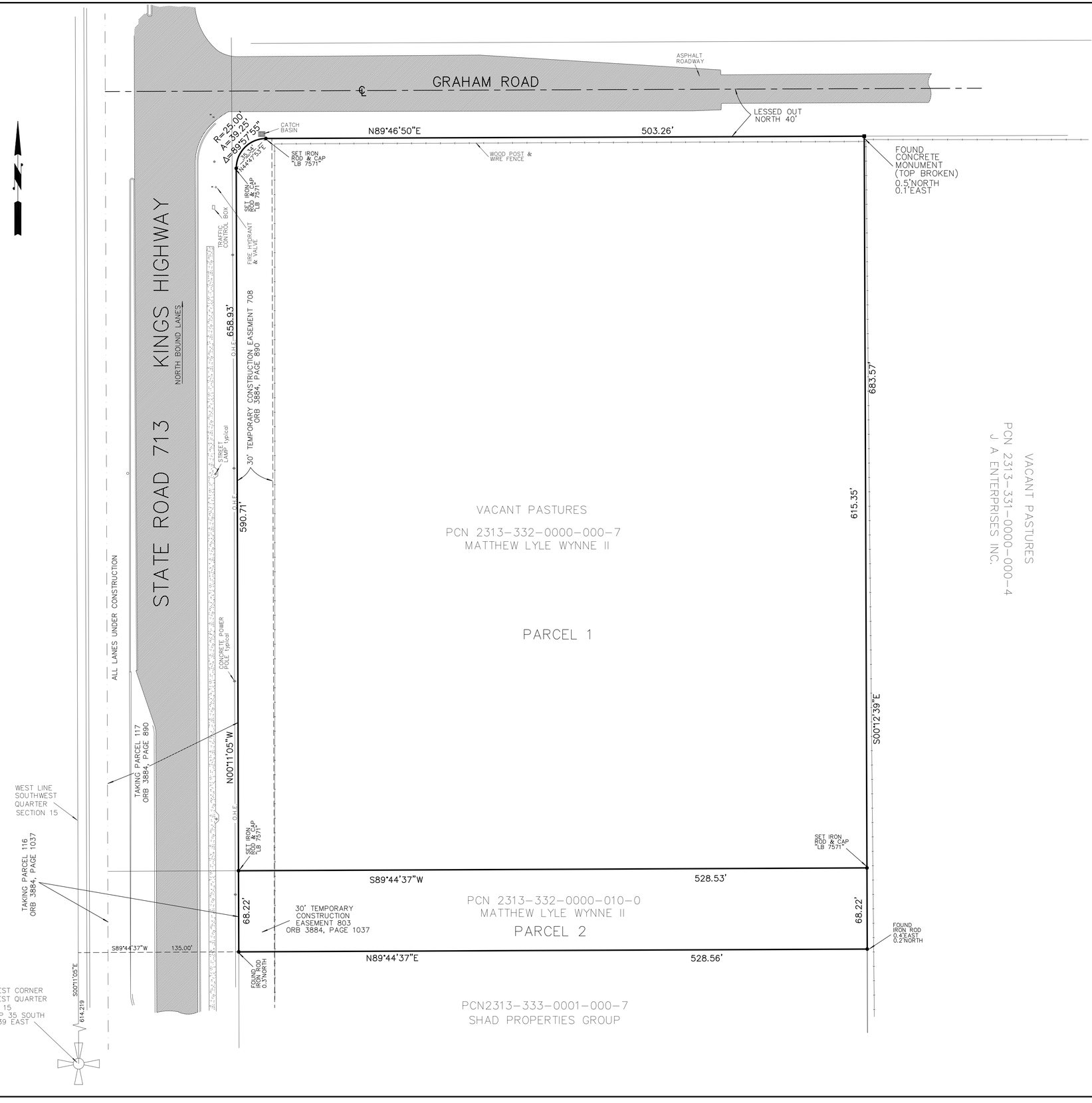
RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

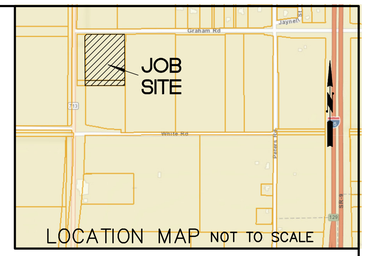
MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS - 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey

Prepared For: J A ENTERPRISES INC.

Drawn by RES	Date Of Survey	Scale
Field: TF F.B. 187 Pg 32	JUNE 18, 2022	1"= 40'
REVISIONS:		Drawing Number 22-116





LEGAL DESCRIPTION

PARCEL 1
OFFICIAL RECORDS BOOK3128, PAGE 3128
A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°05'22" EAST, 614.19 FEET, ALONG AFORESAID RIGHT-OF-WAY, TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING CONTINUE NORTH 00°05' 22" EAST, ALONG SAID RIGHT-OF-WAY, 683.20 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF GRAHAM ROAD; THENCE NORTH 89°57'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF GRAHAM ROAD; THENCE SOUTH 00°56'56" WEST, 683.68 FEET; THENCE WEST, 638.29 FEET TO THE POINT OF BEGINNING.
(PER THIS OFFICE)
LESS THE TAKING PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3884, PAGE 890 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3884, PAGE 890 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ALL TOGETHER CONTAINING

PARCEL 1 CONTAINING 7.463 ACRES MORE OR LESS

PARCEL 2
THE SOUTH 1 ACRE OF THE FOLLOWING DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°05'22" EAST, 614.19 FEET, ALONG AFORESAID RIGHT-OF-WAY, TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING CONTINUE NORTH 00°05' 22" EAST, ALONG SAID RIGHT-OF-WAY, 683.20 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF GRAHAM ROAD; THENCE NORTH 89°57'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF GRAHAM ROAD; THENCE SOUTH 00°56'56" WEST, 683.68 FEET; THENCE WEST, 638.29 FEET TO THE POINT OF BEGINNING.

LESS THE TAKING PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3884, PAGE 1037 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3884, PAGE 1037, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

PARCEL 2 CONTAINING 0.828 ACRES MORE OR LESS

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS, SOME ITEMS SHOWN HEREIN ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
6. THIS SURVEY FOR CONVEYANCE PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE MEASURED GRID BEARING OF S00°11'05"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 13 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECIEPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL, OR A VERIFIABLE ELECTRONIC SIGNATURE IN ACCORDANCE WITH STATE STATUTE 668.001-668.006.

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS - 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey

Prepared For: J A LEGACY DEVELOPMENT PARTNERS, LLC

Drawn by RES	Date Of Survey	Scale
Field: TF F.B. 187 Pg.32	JUNE 18, 2022	1"= 40'
REVISIONS:		Drawing Number 22-119

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexations - Kings Highway Commerce Center (3 Parcels)

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 18th, 2022, September 25th, 2022

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Senior Planner

SIGNATURE: **DATE:** September 21st, 2022

City Commission Regular Meeting - 5:05 pm **12. e.**

Meeting Date: 10/03/2022

Re: Future Land Use Amendment - Kings Highway Commerce Center - 1 Parcel

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

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SUBJECT:

Legislative Hearing - Ordinance No. 22-026 amending the Future Land Use Map of the Comprehensive Plan to change the designation of one (1) parcel generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway from RL, Low Density Residential to GC, General Commercial. FIRST READING

SUMMARY:

- In accordance with Sections 125-37, 125-133, and 125-136 of the City Code and Chapter 163.3184, F.S., the applicant is requesting the review and approval of a Future Land Use Map Amendment from RL, Low Density Residential to GC, General Commercial for one (1) parcel of land. The applicant is also requesting review and approval of a Zoning Atlas Map Amendment (Rezoning) from R-1, Single-Family Low-Density Zone to CP-1, Commercial Parkway Zone.

RECOMMENDATION:

The requested Applications for Future Land Use Map Amendments meets the criteria specified in Section 121-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends **APPROVAL** to the City Commission.

ALTERNATIVES:

- Approval with changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 22-026

Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 05:12 PM

Form Started By: Vennis Gilmore
Started On: 09/21/2022 05:01 PM
Final Approval Date: 09/27/2022

ORDINANCE NO. 22-026

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 ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR THE SOUTH SIDE OF GRAHAM ROAD AND APPROXIMATELY 600 FEET EAST OF SOUTH KINGS HIGHWAY, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL;** 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 property is generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway, within the City of Fort Pierce, Florida, representing approximately 19.774 acres of land more or less; and

WHEREAS, the subject property is presently designated RL, Low Density Residential; and

WHEREAS, the applicant seeks a Future Land Use Map Amendment of the subject property, generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway, from RL, Low Density Residential to GC, General Commercial; and

WHEREAS, the proposed Future Land Use Map 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 August 8th, 2022 meeting, voted 6 to 1 to recommend approval of the proposed Future Land Use Map 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. 19-033, 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 as:

Parcel ID: 2313-331-0000-000-4

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 3605, PAGE 859
THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH FORTY FEET (40') FOR THE RIGHT-OF-WAY OF GRAHAM ROAD. CONTAINING 19.774 ACRES MORE OR LESS.

Said property being generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from RL, Low Density Residential, to GC, General Commercial, 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 is and the same 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.22-026 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on September 18th, 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 October 3rd, 2022; and was duly introduced, read by title only, and passed on second and final reading October 17th, 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 18th day of October 2022.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

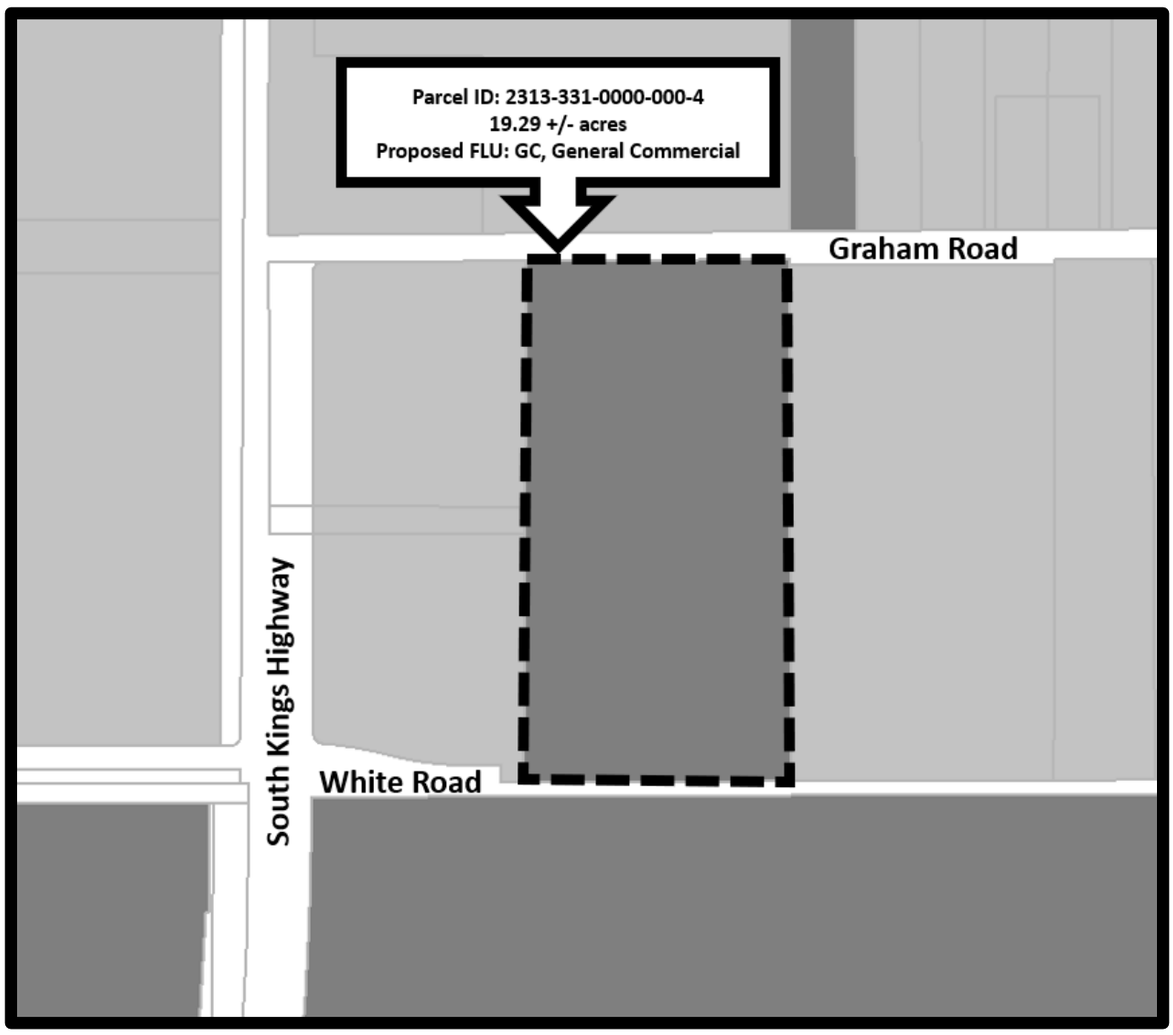
_____
Linda W. Cox
City Clerk

(City Seal)

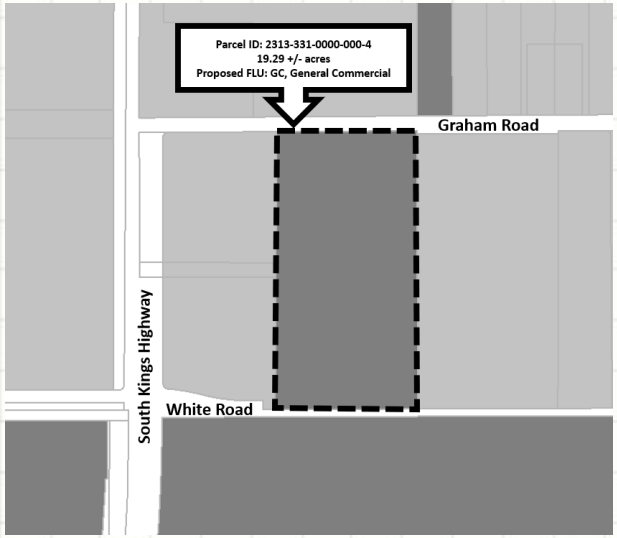
EXHIBIT A

Proposed Future Land Use

General Commercial, GC

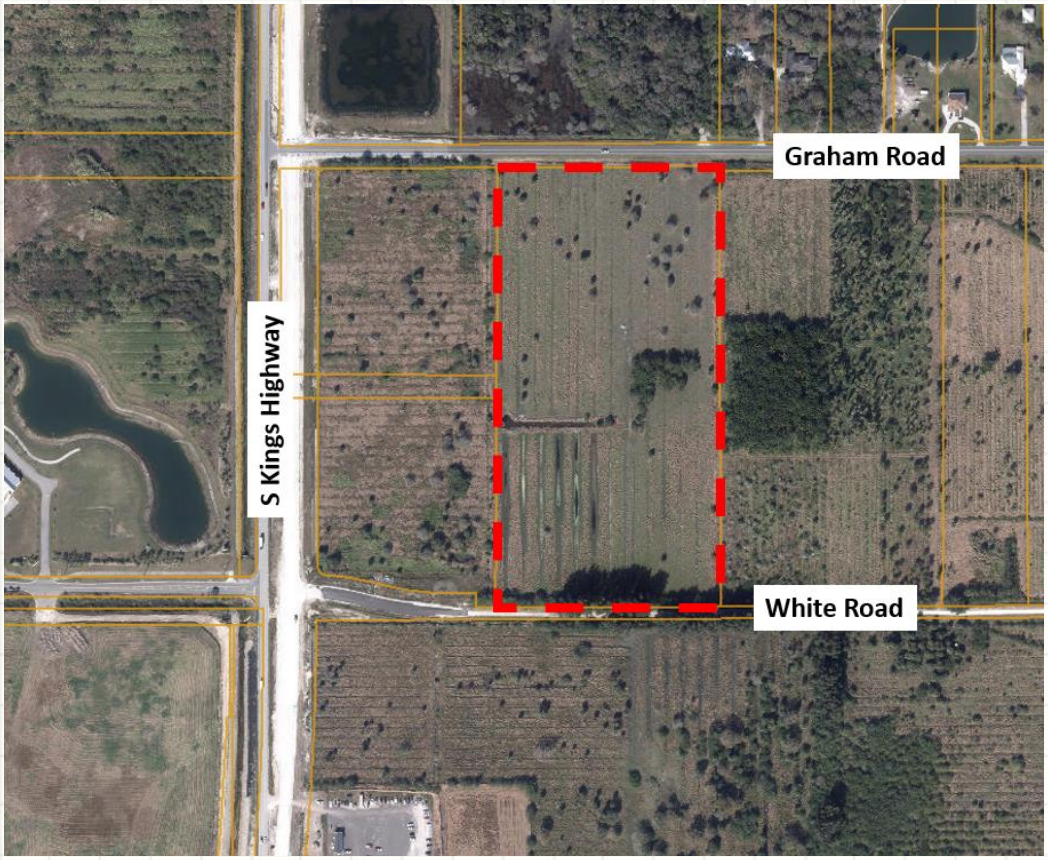


Future Land Use Map Amendment



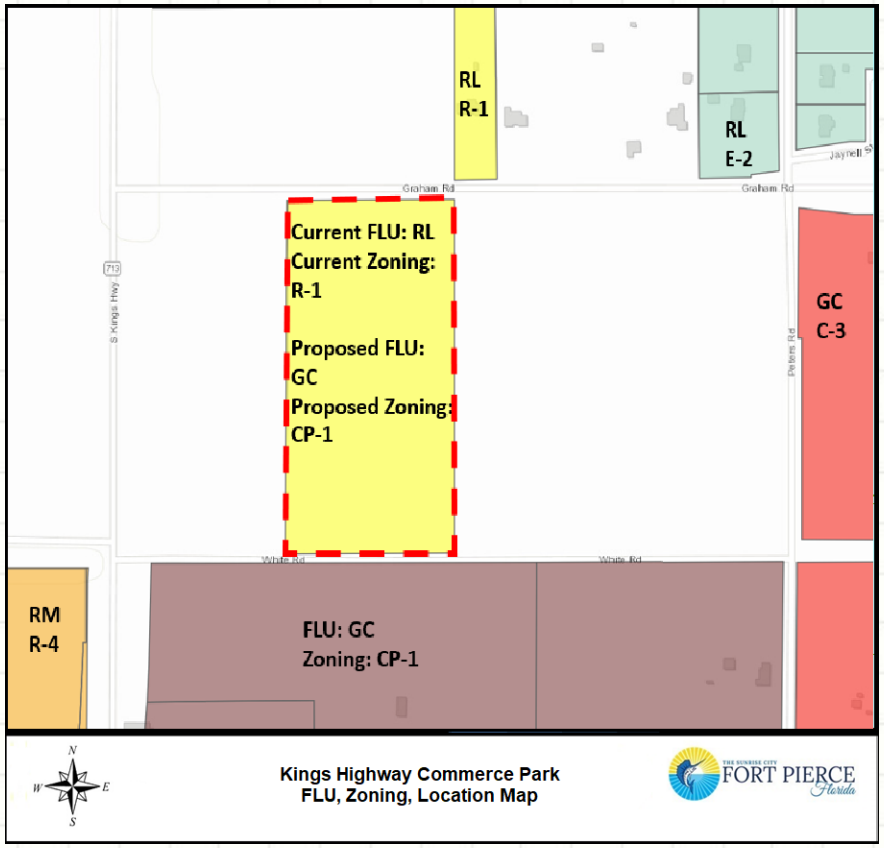
At or near just south of Graham Road and approximately 600 feet east of South Kings Highway

Aerial Map



- **Parcel ID: 2313-331-0000-000-4**
- **19.29 +/- acres**
- **Current FLU: RL, Low Density Residential**
- **Proposed FLU: GC, General Commercial**

FLU-Zoning Map



PB Recommendation

The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend **Approval** of the request.

Future Land Use Map Amendment

Future Land Use change for one (1) parcel from RL, Low-Density Residential to GC, General Commercial

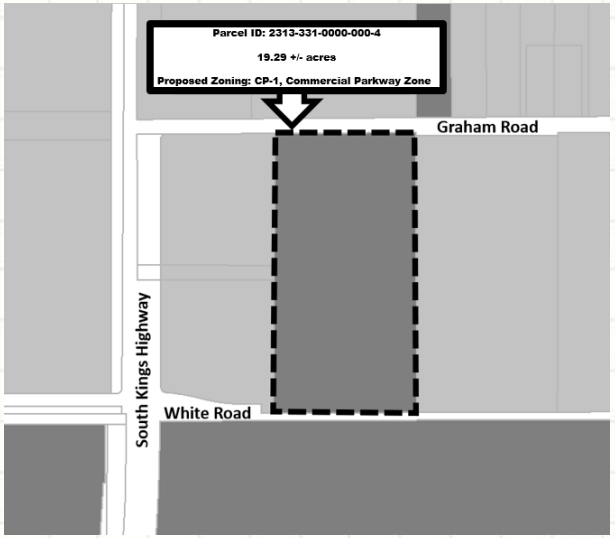
- **Staff recommends <u>Approval</u> of the request**
  - ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

City Commission Actions (Future Land Use Amendment)

Possible actions of the City Commission:

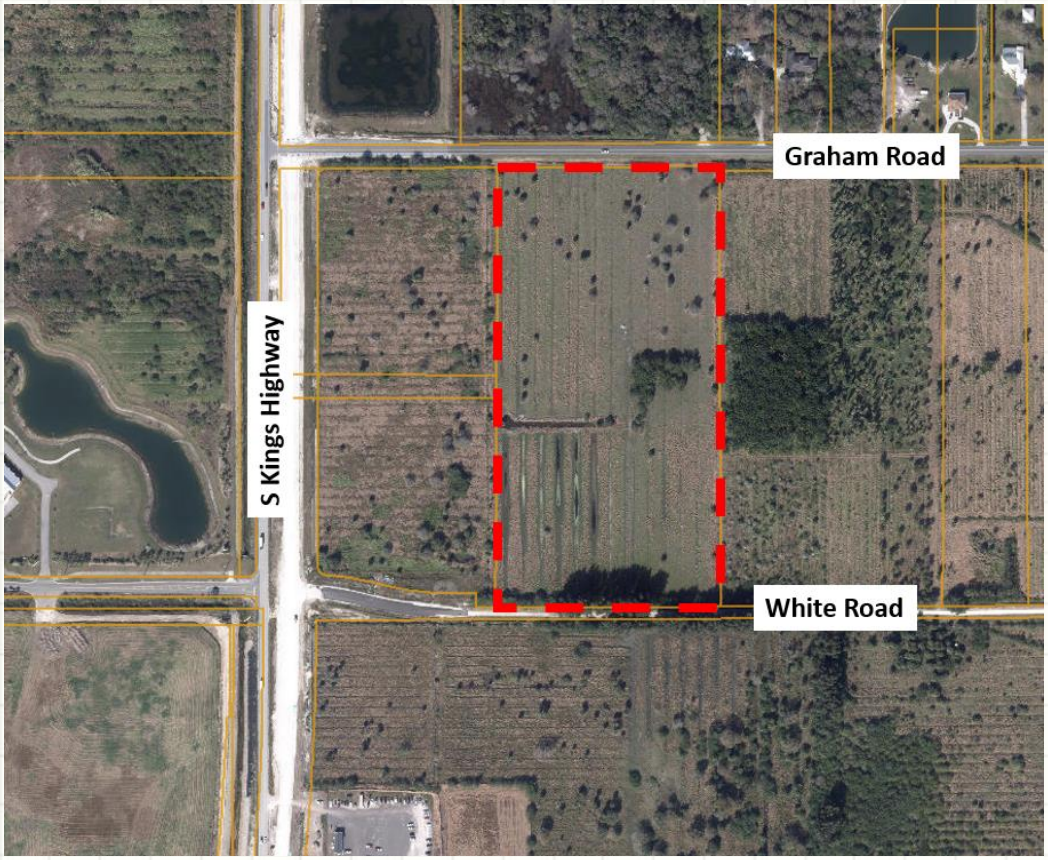
- **APPROVAL** of the proposed Future Land Use Amendment with no changes
- **APPROVAL** of the proposed Future Land Use Amendment with changes.
- **DISAPPROVAL** of the proposed Future Land Use Amendment

Zoning Atlas
Map Amendment



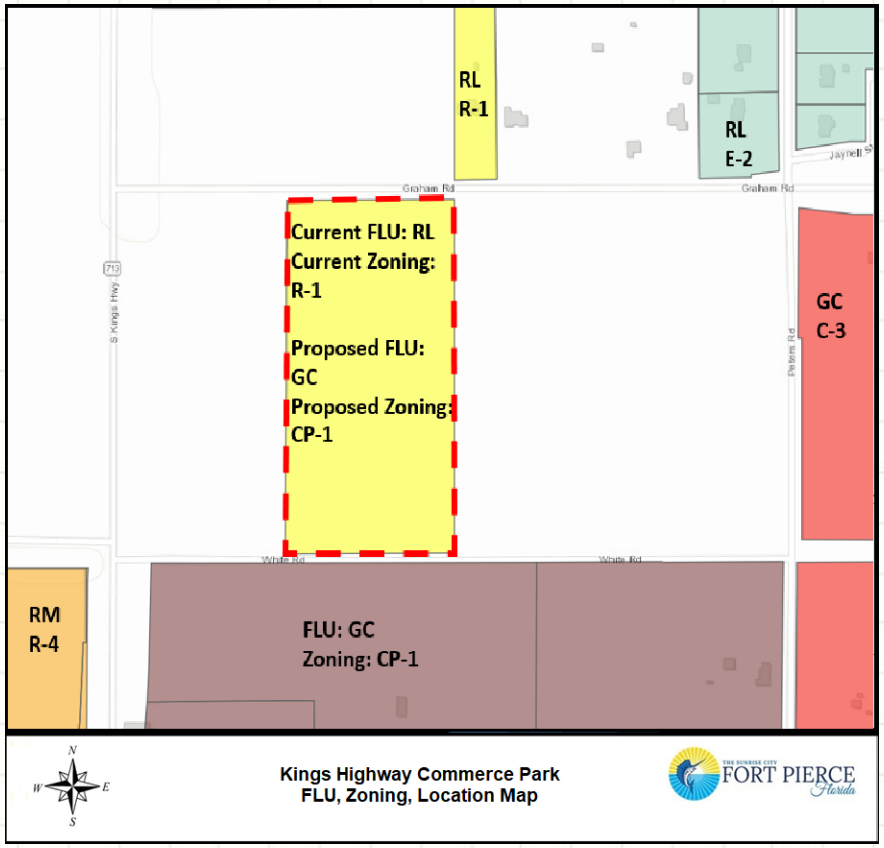
At or near just south of Graham Road and approximately 600 feet east of South Kings Highway

Aerial Map



- Parcel ID: 2313-331-0000-000-4
- 19.29 +/- acres
- Current Zoning: R-1, Low Density Residential Zone
- Proposed Zoning: CP-1, Commercial Parkway Zone

FLU-Zoning Map



PB Recommendation

The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend **Approval** of the request.

Zoning Atlas Map Amendment

Zoning Atlas Map Amendment from R-1, Single Family Low-Density Zone (1 parcel) to CP-1, Commercial Parkway Zone.

- **Staff recommends <u>Approval</u> of the request**

  - ❑ **Consistent with Section 125-212 & 125-136 of City Code & the Comprehensive Plan.**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**

City Commission Actions (Zoning Atlas Map Amendment)

Possible actions of the City Commission:

- **APPROVAL** of the proposed Zoning Atlas Map Amendment with no changes
- **APPROVAL** of the proposed Zoning Atlas Map Amendment with changes.
- **DISAPPROVAL** of the proposed Zoning Atlas Map Amendment

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, P.E., City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Vennis Gilmore, Senior Planner
RE:	**Application for a Future Land Use Map Amendment (1 Parcel)** **Application for Zoning Atlas Map Amendment (1 Parcel)** **Parcel ID(s): 2313-331-0000-000-4**
BOARD DATE:	October 3, 2022

STAFF REPORT

Owner(s):	J A Enterprises, Inc 100 Davit Drive North Palm Beach, FL 33458
Applicant and Representative:	Jeff H. Iravani 1934 Commerce Lane Suite 5 Jupiter, FL 33458
Applicant's Request:	Approval of Future Land Use Map Amendments (FLUMA) of one parcel (1) parcels from RL, Low Density Residential to GC, General Commercial. Approval of a Zoning Atlas Map Amendment (Rezoning) of one (1) parcel from R-1, Low-Density Residential to CP-1, Commercial Parkway
Location:	South of Graham Road and approximately 600 feet east of South Kings Highway
Parcel ID:	2313-331-0000-000-4
Existing Use:	Vacant
Site Size:	19.29 Acres (more or less)
Current Future Land Use:	Low Density Residential (RL)
Proposed Future Land Use:	General Commercial (GC)
Current Zoning:	Single-Family Low-Density Zone (R-1)
Proposed Zoning:	Commercial Parkway Zone (CP-1)

Surrounding FLU/Zoning:

North	East	South	West
COM/CG (SLC) RU/AG-1 (SLC)	RU/AR-1 (SLC)	GC/CP-1	COM/AG-1 (SLC)

Staff Analysis:

Request & Background

In accordance with Sections 125-37, 125-133, and 125-136 of the City Code and Chapter 163.3184, F.S., the applicant is requesting the review and approval of a Future Land Use Map Amendment from RL, Low Density Residential to GC, General Commercial for one (1) parcel of land. The applicant is also requesting review and approval of a Zoning Atlas Map Amendment (Rezoning) from R-1, Single-Family Low-Density Zone to CP-1, Commercial Parkway Zone.

Standards for Review

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; and

(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan and is consistent with the concurrent request to amend the FLU designation of the parcel. Furthermore, the amendment does not appear to have an adverse effect on the ability of the City to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to neighborhood goods and services while ensuring minimal impacts to neighboring residential districts.

Future Land Use & Zoning Designation Comparison

The subject site currently has one (1) parcel with a FLU designation of RL, Low Density Residential. The General Commercial designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half

dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject site is seeking a Future Land Use designation of GC, General Commercial for the parcel to be consistent with three (3) parcels to the west that are being annexed to the City of Fort Pierce with the same Future Land Use and Zoning designations. All four (4) parcels will be combined later for a proposed development.

When comparing both designations the Low-Density Residential designation would be considered a less intense designation compared to the General Commercial designation. Also, when developing a project, all parcels associated with the project should the same Future Land Use and compatible Zoning, so that there are not any inconsistencies in the enforcement of the Land Development Code on the project. This request is an appropriate measure to ensure that the proposed development can be developed under the same set of standards of its chosen Zoning district and Future Land Use designation. Lastly, Residential is not as appropriate for a General Commercial Future Land Use designation as it is for a Low-Density Future Land Use, especially considering the size and scale of the proposed future development.

Technical Review Committee

All affected departments have reviewed the proposed Applications for a Future Land Use Map Amendment and Zoning Atlas Map Amendment for consistency with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Planning Board Recommendation

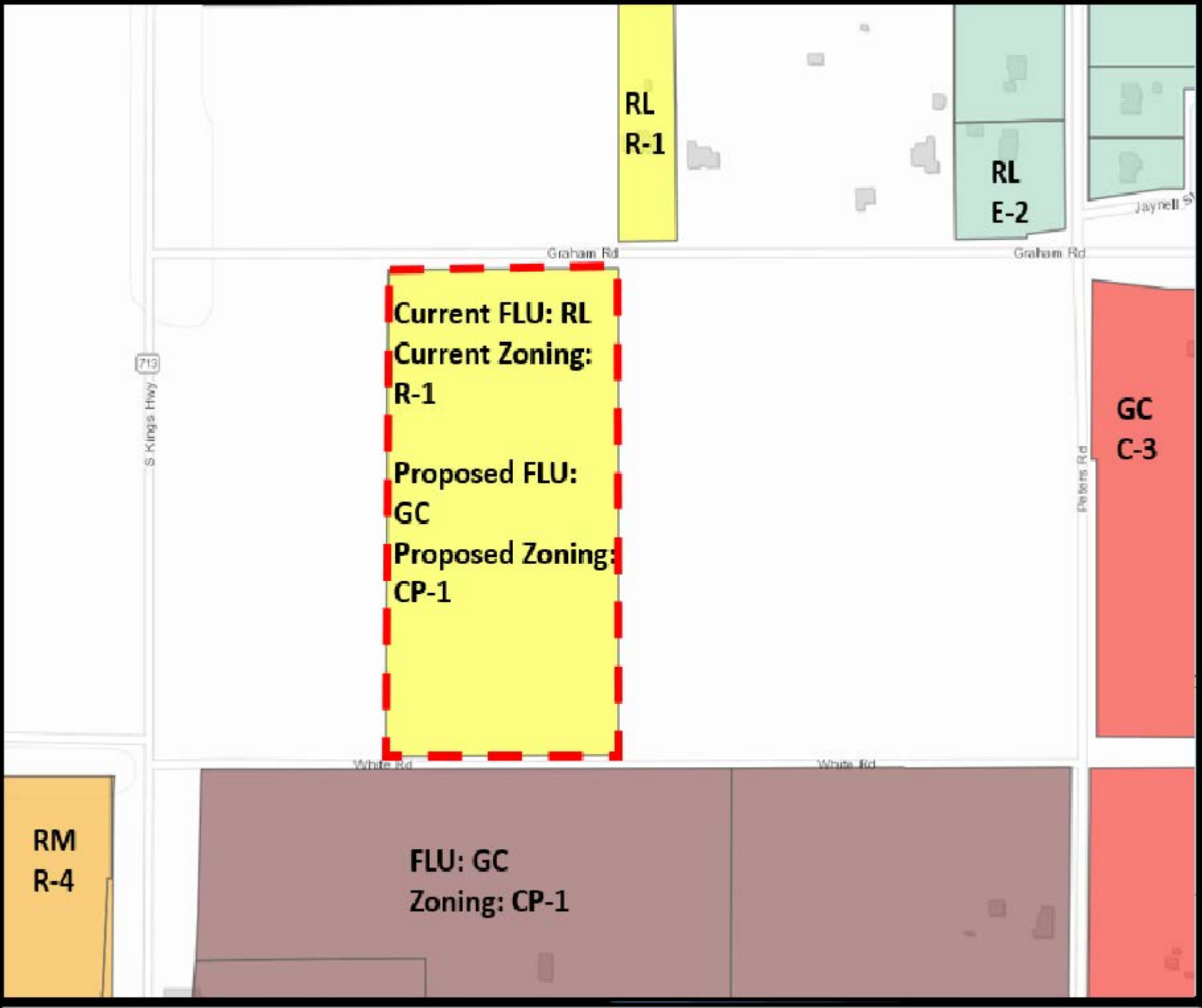
The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation Future Land Use Map Amendment

The requested Applications for Future Land Use Map Amendments meets the criteria specified in Section 121-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends **APPROVAL** to the City Commission.

Staff Recommendation Zoning Atlas Map Amendment

The requested Application for a Zoning Atlas Map Amendment meets the criteria specified in 125-207 and 126-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends **APPROVAL** to the City Commission.



N
W E
S

Kings Highway Commerce Park
FLU, Zoning, Location Map

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 7.21.22
Property Address: Future Land Use and Rezoning - Kings Highway Commerce Park #2 - NE Corner of S. Kings Highway and White Road

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/18/22

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

July 21, 2022

TECHNICAL REVIEW PROJECT # 22- 06000003
FLUMA, Rezoning – Kings Highway Commerce Park #2

Comments

FPUA W/WW Engineering: The Rezoning request is approved.

Water and wastewater services are available to serve the subject property from Graham Road. To connect to these services please submit Utility Plan (3 complete sets) along with a completed plan review application to the Water and Wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida, 34947. Please use the link below to our website for a step-by-step guide through the entire process, including utility details and permit applications. For questions please contact John Biggs at 772-466-1600 ext. 3474

https://fpua.com/water-and-wastewater-engineering-downloads/

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application. Approved.

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

July 21, 2022

Case # 22-06000003

Planner: City of Ft. Pierce Planning Department

Future Land Use / Rezoning

Kings Highway Commerce Park II, NE Corner of Kings Hwy / White Rd, Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

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: See Record Card
2. Property Tax ID(s): 2313-331-0000-000-4
3. Total Acreage: 19.29
4. Existing Future Land Use Designation: RL
5. Existing Zoning Classification: AG-1
6. Proposed Zoning Classification: FLU CG, Zoning CP-1
7. Other applications being submitted concurrent with this application, if any: rezoning
8. Describe the existing uses, improvements and structures on the amendment lands: Agriculture
9. Are there any identified or possible historical structures on the amendment lands? No
10. The reason for making this request: Proposed 10 ac distribution Center, Kings Hwy Commerce Ctr

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	vacant	Commercial, County	CG, County
South	Distribution,	GC	CP-1
East	Agriculture	RU, County	AR-1, County
West	Agriculture	Commercial, County	AG-1, County

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL	R-1	125 DU	19.29	N/A
Proposed	CG	CP-1	840 ksf	19.29	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 56,250
Proposed Zoning	Total gallons per day 105,000
Change in Demand	**Total gallons per day** 48.750

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 56,250
Proposed Zoning	Total gallons per day 84,000
Change in Demand	**Total gallons per day** 27,750

C. Parks and Recreation (Residential Classifications Only): NA
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): NA
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	16.7 yd
Proposed Zoning	21.0 yd
Change in Demand	4.3 yd

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	Post development discharge will be less than pre-development due to drainage improvements. Per NSLRWCD, discharge is limited per lot size so there will be no negative impact.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	1,277	94/126
Proposed Zoning	28,976	1,336/2,566
Change in Demand	Trips 27,699	Trips 1,242/2,440
Impact to Capacity		

12. Name of Owner(s): J A Enterprises, Inc
Mailing Address: 100 Davit Drive
City North Palm Beach State Florida Zip 33458
Phone # 5615756030
E-mail: JHI@JHIinc.com

13. Name of Applicant: Same as Owner
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: Jeff H. Iravani
Mailing Address: 1934 Commerce Lane Suite 5
City Jupiter State Florida Zip 33458
Phone # 5615756030 Fax # 5615756088
E-mail: JHI@JHIinc.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 Date

1934 Commerce Lane Suite 5, Jupiter, FL 33458
Address

State Florida 33458 Zip

561-575-6030 561-575-6088 JHI@JHIinc.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.

Jeff H. Iravani - Authorized Agent 561-575-6030
Property Owner's Name (Please Print) Phone

1934 Commerce Lane Suite 5 Florida 33458
Address State Zip

Property Owner's Signature 6/24/22
Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 24 day of June, 2022, by Jeff H. Iravani who is personally known to me or has produced _____ as identification.

Signature of Notary

Jenna L. Jenkins
COMMISSION # GG270322
EXPIRES: October 23, 2022
Bonded Thru Aaron Notary

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No:_____ Receipt No:_____

TRC Review:_____ Planning Board Review:_____ City Commission:_____

Ordinance No:_____ Date Approved:_____

J A Development Partners, LLC

June 17, 2022

RE: Kings Highway Commerce Center
Southeast corner of Kings Highway and Graham Road
Fort Pierce, Florida

To Whom It May Concern:

J A Development Partners, LLC , the owner of the above referenced parcel, hereby authorizes Jeff H. Iravani, Inc to be our authorized agent to obtain all the required annexation, re-zoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: _____

Name: Kenneth J. Morin

Title: Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of June, 2022, by Kenneth J. Morin who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

_____
Notary Public

Seal

KRISTINA ILLING
MY COMMISSION # HH 199265
EXPIRES: July 8, 2024
Bonded Thru Notary Public Underwriters

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3926462 OR BOOK 3605 PAGE 859, Recorded 02/19/2014 at 10:14 AM
Doc Tax: $490.70

St. Lucie County File Date: 02/19/2014 08:38 AM

J.A. ENTERPRISES, INC.,
Plaintiff,

VS.

GRAHAM GROVES DEVELOPMENT, LLC,
an administratively dissolved Florida limited
liability company; and
UNKNOWN TENANT #1,
Defendants.

IN THE CIRCUIT COURT, NINETEENTH JUDICIAL CIRCUIT, IN AND FOR THE COUNTY OF ST LUCIE, STATE OF FLORIDA - CIVIL DIVISION
CASE NO. 562012CA003461

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on Feb, 4,2014 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in St Lucie County, Florida:

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 35 South, Range 39 East, lying and being in St. Lucie County, Florida, less and except the North forty feet (40') for the right of way for Graham Road.

Property Address: 0 White Road, Fort Pierce, Florida.
WAS SOLD TO:

J.A. ENTERPRISES, INC.
100 Davit Drive
North Palm Beach, FL 33408

WITNESS my hand and the seal of this Court On 19 February, 2014

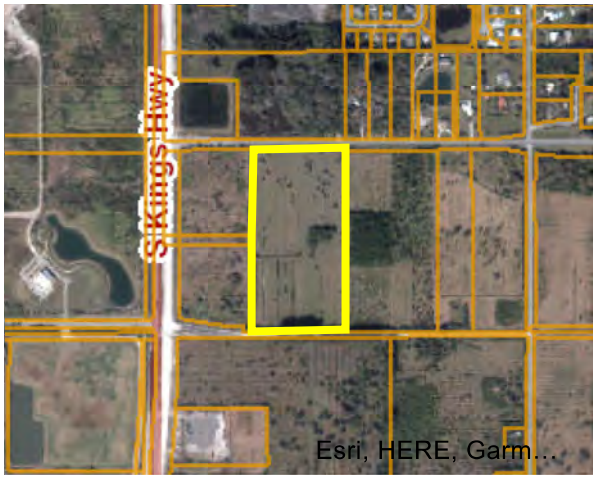
JOSEPH E. SMITH
CLERK OF CIRCUIT COURT

BY: _____
Deputy Clerk

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Monday, May 9, 2022

Parcel Report



Parcel

PARCELNO:	2313-331-0000-000-4
Property ID:	13744
Owner1:	J A Enterprises Inc
SiteAddress:	White RD

Owner

Owner1:	J A Enterprises Inc
Owner2:	
Owner3:	
MailingAddress:	100 Davit DR North Palm Beach, FL 33408-5021

Overview

PrimaryLandUse:	6000 - GRZNG SLD CP
DistrictGroup:	0022 - Fort Pierce
Subdivision:	Metes and Bounds
Just/Market Value:	$434,025
FinishedArea:	
Acres:	19.29
TotalArea:	840,272.4

Legal Description

LegalDescription: 13 35 39 E 1/2 OF SW 1/4 OF SW 1/4-LESS N 40 FT AND LESS S 35 FT FOR RD RS/W- (19.29 AC) (OR 3605-859)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2021	$434,025	$0	$434,025	$0	$5,305	$0	$5,305	$0	$428,720
2020	$434,025	$0	$434,025	$0	$5,305	$0	$5,305	$0	$428,720
2019	$370,368	$0	$370,368	$0	$5,305	$0	$5,305	$0	$365,063
2018	$370,368	$0	$370,368	$0	$5,305	$0	$5,305	$0	$365,063

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	19.29	395.45
Fort Pierce Stormwater Charge	2006	53	3,657

Improvements

Building Sequence:	1
Bedrooms:	0
Bathrooms:	0
Building Type:	-
Story Height:	
No of Living Units:	
Total Finished Area:	0
Gross Sketched Area:	0
Year Built:	
Effective Year:	
Primary Roof Cover:	
Primary Roof Structure:	
Primary Wall:	
A/C %:	0

Land Lines

Line Number	Units	Unit Type
1	19.29	MACR
2	19.29	CACR

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
02/18/2014	$70,100	0111	CT	Graham Groves Development LLC	3605-859	Clerk of Courts
06/10/2005	$1,400,000	XX01	SP	Graham Groves	2276-2278	Clerk of Courts
04/07/1995	$221,900	XX00	WD	Kenneth H Lelly	951-771	Clerk of Courts
12/19/1994	$100	XX01	WD	Kenneth H Lelly	934-1835	Clerk of Courts
08/01/1980	$124,900	XX00	CV		338-2795	Clerk of Courts

Photos

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	vacant	Commercial, County	CG, County
South	Distribution,	GC	CP-1
East	Agriculture	RU, County	AR-1, County
West	Agriculture	Commercial, County	AG-1, County

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL	R-1	125 DU	19.29	N/A
****Proposed**	CG	CP-1	840 ksf	19.29	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 56,250
**Proposed Zoning/FLU	Total gallons per day 105,000
**Change in Demand	Total gallons per day 48.750

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 56,250
**Proposed Zoning/FLU	Total gallons per day 84,000
**Change in Demand	Total gallons per day 27,750

C. Parks and Recreation (Residential Classifications Only): NA
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	16.7 yd
****Proposed Zoning/FLU**	21.0 yd
***Change in Demand**	4.3 yd

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	Post development discharge will be less than pre-development due to drainage improvements. Per NSLRWCD, discharge is limited per lot size so there will be no negative impact.

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	1,277	94/126
****Proposed Zoning/FLU**	28,976	1,336/2,566
***Change in Demand**	Trips 27,699	Trips 1,242/2,440
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☐ Yes ☑ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage): 504 ksf
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
commercial		840 ksf	19.29	04/01/2023	04/01/2024

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: None

** Complete section if requesting a change in zoning, future land use, or expanding

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

WHITE ROAD PARCELS

Environmental Assessment Report

Prepared for:

JA Development Partners, LLC

Prepared by:

EW CONSULTANTS, INC.

June 2022

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2581 Metrocentre Blvd, Suite 1 • West Palm Beach, FL 33407 • 561-291-7950 Phone
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes natural resource features present on four parcels totaling approximately 34.3-acres in the City of Fort Pierce and unincorporated St. Lucie County. The site is located on the east side of Kings Highway, the north side of White Road, and the south side of Graham Road. The property is bordered to the north by rural residential single family homes and undeveloped land, with a recently constructed wet retention lake on the north side of Graham Road; to the south and east by agricultural land; and to the west by the initial development efforts of the Treasure Coast Research Park west adjacent to Kings Highway. The location is centered between I-95 to the east and Florida's Turnpike to the west and Okeechobee Road (Hwy 70) to the south.

The site is situated within Section 13, Township 35 South, Range 39 East, in St. Lucie County, Florida. A Location Map (Figure 1), USGS Quad Map (Figure 2), and Aerial Photo (Figure 3) depicting the site boundaries and immediate surrounding area are provided in the Appendix.

PROPERTY DESCRIPTION AND METHODS

The property currently comprises undeveloped land with mostly exotic, herbaceous and shrubby vegetation. The vegetation assemblages present on the project site are further described in the Natural Communities and Land Covers section of this report.

Chronological review of historical aerial imagery dating back to the mid 1980's indicates that the subject property was utilized for agricultural practices (at that time; prior use is unknown via historical images) as were the surrounding parcels. The property appeared to be used for for citrus cultivation, with associated irrigation ditches and swales. By or before 2007, the property appears to be converted to improved pasture, with cattle and feed bins visible in nearly all subsequent images. By 2017 the west parcel boundary was cleared for the expansion of Kings Highway. Construction is in progress to the present with additional improvements to White and Graham Roads in progress with the expansion. By 2019 the wet retention area was constructed off site on the north east side of Graham Road. The Kings Highway expansion includes a wide dry swale for surface water management and a sidewalk.

Prior to the site visit, the U.S. Geological Survey 7.5-minute Quadrangle Topographic Map, Ft Pierce NW, and the *Soils Survey of St. Lucie County Area, Florida* (U.S. Department of Agriculture, Soil Conservation Service 1970) were reviewed to determine topographic features and site soil mapping units. Copies of the 2021 FDOT St. Lucie County aerial photographs of the parcel were obtained and reviewed to determine potential locations of environmental features.

Pedestrian transects of the property were conducted to map approximate locations and boundaries of significant environmental resources, vegetative communities, exotic vegetation,

and potential jurisdictional wetland areas. The survey was also conducted to note any occurrence of listed plant or animal species and vegetative communities which would require protection or identification by the Federal, State or local regulatory agencies.

Wetland protection is mandated under federal, state, and local regulations. The U.S. Army Corps of Engineers (CE) regulates activities in Waters of the United States pursuant to the Clean Water Act (PL92-500 Section 404) as further defined in the CE regulatory program (33 CFR 320-330). The State of Florida Department of Environmental Protection (DEP) has established wetland identification and permitting processes at Chapter 62-330, 62-340, and 62-312 of the Florida Administrative Code (FAC). Current federal and state wetland definitions are derived from the original definition found in 33 CFR 328.3, identifying wetlands as "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions". Delineation of federally regulated jurisdictional wetlands is determined by the Corps of Engineers Wetlands Delineation Manual (USAE Waterways Experiment Station Environmental Laboratory 1987), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (USAE Research and Development Center 2010), and the Navigable Waters Protection Rule (2020). Delineation of wetlands regulated by DEP and South Florida Water Management District (SFWMD) is done according to Chapter 62-340 FAC, Delineation of the Landward Extent of Wetlands and Surface Waters. The Florida Wetlands Delineation Manual (Gilbert et al. 1995) serves as a guide to Chapter 62-340. Both manuals, which emphasize the identification of hydric soils, hydrophytic vegetation, and wetland hydrologic conditions in making wetland determinations, were used in this investigation.

SOILS

The soils on the site are mapped as Riviera fine sand, Wabasso sand, and Winder loamy sand. A description of the soil types in their natural conditions is listed below. These descriptions are based upon the general characteristics for the soil types as illustrated in the Soils Survey of St. Lucie County Area, Florida and are not necessarily indicative of the exact characteristics of the property. A soils map with the site boundary is included in the Appendix as an attachment.

Riviera fine sand, 0 to 2 percent slopes (38) – This is a nearly level, poorly drained soil that has a thick sandy subsurface layer and exists on the parcel from the north central portion in a strip winding to the southeast portion. Under *natural* conditions, the water table is within 10 inches of the surface for 2 to 4 months in most years and within 10 to 30 inches for most of the remaining year, except during extreme dry periods. The typical natural vegetation is saw-palmetto, slash pine, pineland three-awn, inkberry, blue maidencane, toothache grass, chalky bluestem, cabbage palm, and cypress.

Wabasso sand, 0 to 2 percent slopes (48) – This poorly drained, nearly level soil is in flatwoods areas and exists in the north east corner of the parcel. Slopes are smooth to convex and range from 0 to 2 percent. Typically, the surface layer is sand about 8 inches thick. It is black in the upper 4 inches and very dark gray in the lower 4 inches. The subsurface layer is gray sand. In a

large part of the acreage, typical natural vegetation is open forest of second growth longleaf pine or slash pine, and some cabbage palms. The understory is saw palmetto, running oak, and in places inkberry and fetterbush.

Winder loamy sand, (55) – This poorly drained, nearly level soil is in hammocks and along drainage ways and comprises the entire west portion of the parcel, and includes the majority of the southern portion as well. The water table of Winder loamy sand is at a depth of less than 10 inches for 2 to 4 months and between depths of 10 to 40 inches for most of the rest of the year. Only for short periods in dry seasons is the water table below a depth of 40 inches. Typical natural vegetation is cabbage palm, willow oak, scattered longleaf pine, and slash pine and an understory of wax myrtle and saw palmetto. The most common native grasses are pineland threeawn and blue maidencane.

NATURAL COMMUNITIES AND LAND COVERS

The Guide to the Natural Communities of Florida (Florida Natural Areas Inventory 1990) provides classification of natural communities of Florida and was used in this investigation. Approximate location of vegetative community cover type boundaries and other features of the site were mapped in accordance with Florida Land Use Cover and Forms Classification Systems Handbook (Florida Department of Transportation 1999) (FLUCFCS).

Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject site. A land cover map of the observed community types with acreage is included as Figure 4.

211 – Improved pasture – 28.55 acres
This category is comprised of land which has been cleared, tilled, reseeded with various grass types and periodically improved with brush control. This area specifically was previously used as citrus groves. Water ponds, troughs, feed bunkers, cross fencing and cow trails are evident. Vegetation cover consists of sparse oaks and cabbage palms, Brazilian pepper, Australian pine along portions of the boundary, large areas of cogon grass, large areas of smutgrass, tall flat sedge occupying the furrow bottoms which are narrowly spaced, amaranth, torpedo grass, paspalum spp., common rush, shrubby false buttonweed, dog fennel, thistle, sparse maidencane, ruderal weeds, and a chinaberry tree.

510 – Ditches –5.7 acres
There is a system of relic, abandoned grove drainage and irrigation ditches over the entire parcel. The former rows and furrows within this portion of the pasture have eroded and the introduction of cattle foraging and trails has exacerbated that process over time. The vegetation assemblage consists primarily of duckweed, torpedo grass, tall flat sedge, paspalum spp., and sparse maidencane with negligible emergent vegetation on the west portion of the parcel and a monoculture of flat sedge on the east portion of the parcel.

534 – Reservoir/Lake less than 10-acres – 0.05 acres
This is an excavated pond found in the south central portion of the property that grades into several relic grove ditches. The surrounding vegetation consists of Brazilian pepper, sparse emergent vegetation, heavy algae growth and a dense monoculture of tall flat sedge, with surrounding areas comprised of cogon grass and cabbage palm trees.

LISTED SPECIES AND WILDLIFE

Listed species of wildlife are found in *Florida's Endangered Species, Threatened Species and Species of Special Concern, Official Lists* (Florida Fish and Wildlife Conservation Commission January 2021) and regulated plants are listed in *Preservation of Native Flora of Florida*, Chapter 5B-40 (Florida Department of Agriculture and Consumer Services, Division of Plant Industry, April 2004).

No listed species were observed during this assessment. There is some potential for listed species of wading birds to utilize the site, but it is low due to the absence of foraging habitat and dominance of exotic species. During site reconnaissance ditches and swales were partially inundated but the observed herbaceous cover was a near monoculture of tall flat sedge, cogon grass and smut grass along with suitable cattle grazing material; the site appears to be mowed periodically. The small areas with non-ephemeral water were occupied by individual cattle and covered with duckweed. No wading birds or wading bird nests were observed during site reconnaissance.

The site is within the habitat range for Audubon's Crested Caracara, although none were observed during the assessment. Because cabbage palms are present on the site, and are the Crested Caracara's preferred nesting tree, a survey may be required during the January to April nesting season.

No gopher tortoises or gopher tortoise burrows were observed during the site reconnaissance and that habitat on the property is not considered ideal for gopher tortoises. The gopher tortoise is listed as a threatened species by FWC. If any gopher tortoises or gopher tortoise burrows are observed in the future, prior to land development, then a relocation permit from FWC would be required.

The eastern indigo snake is listed as a Federally-designated Threatened species. There is a low likelihood for the presence of the eastern indigo snake on the subject site due to the absence of native upland habitat and gopher tortoise burrows. Standardized and specific construction awareness and notification procedures should be implemented for the protection of this species during site development.

Non-listed wildlife and wildlife signs observed during the assessment include mosquitos, horseflies, a mourning dove, cattle egrets, and cattle.

SUMMARY

Field reconnaissance and mapping indicate that the property includes relic cropland ditches and furrows, as well as a cattle pond that are part of past agricultural activities. These surface waters may be considered as jurisdictional by the South Florida Water Management District (SFWMD), and/or the Florida Department of Environmental Protection (FDEP). Any proposed impacts to jurisdictional surface waters will require authorization from SFWMD and/or FDEP as part of future surface water management permitting, however compensatory mitigation would not likely be required for impacts to surface waters.

Native upland habitat was not observed and therefore a native upland preserve set-aside should not be required by the City or St. Lucie County as part of a development proposal. However, native trees such as oaks and cabbage palms that cannot be preserved in place or relocated elsewhere on the property may require mitigation. A tree survey should be conducted for native trees to determine the potential for tree preservation and relocation on-site. The City and County Land Development Codes outline the vegetation protection and preservation requirements for new developments.

No listed species were observed on the property, however a survey for Crested Caracara may be required during the January to April nesting season.

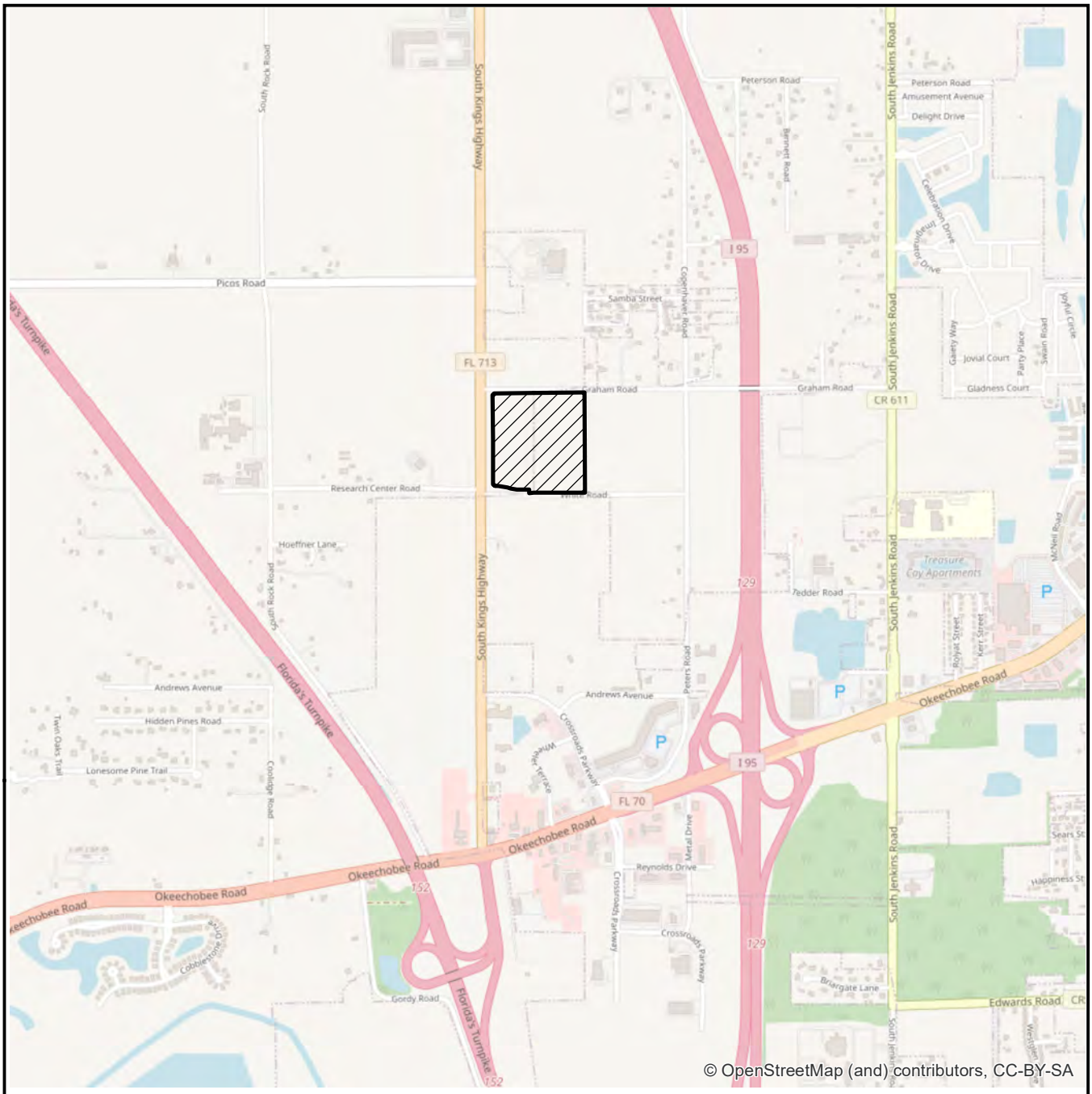
APPENDIX

Maps and Figures:

Figure 1: Location Map
Figure 2: Quad Map
Figure 3: Aerial Map
Figure 4: FLUCCS Map

Attachment:

USDA Soils Report



LEGEND

▨ - SITE (34.3+/- AC)

0 2,000 Feet

N

WHITE ROAD PARCELS
LOCATION MAP

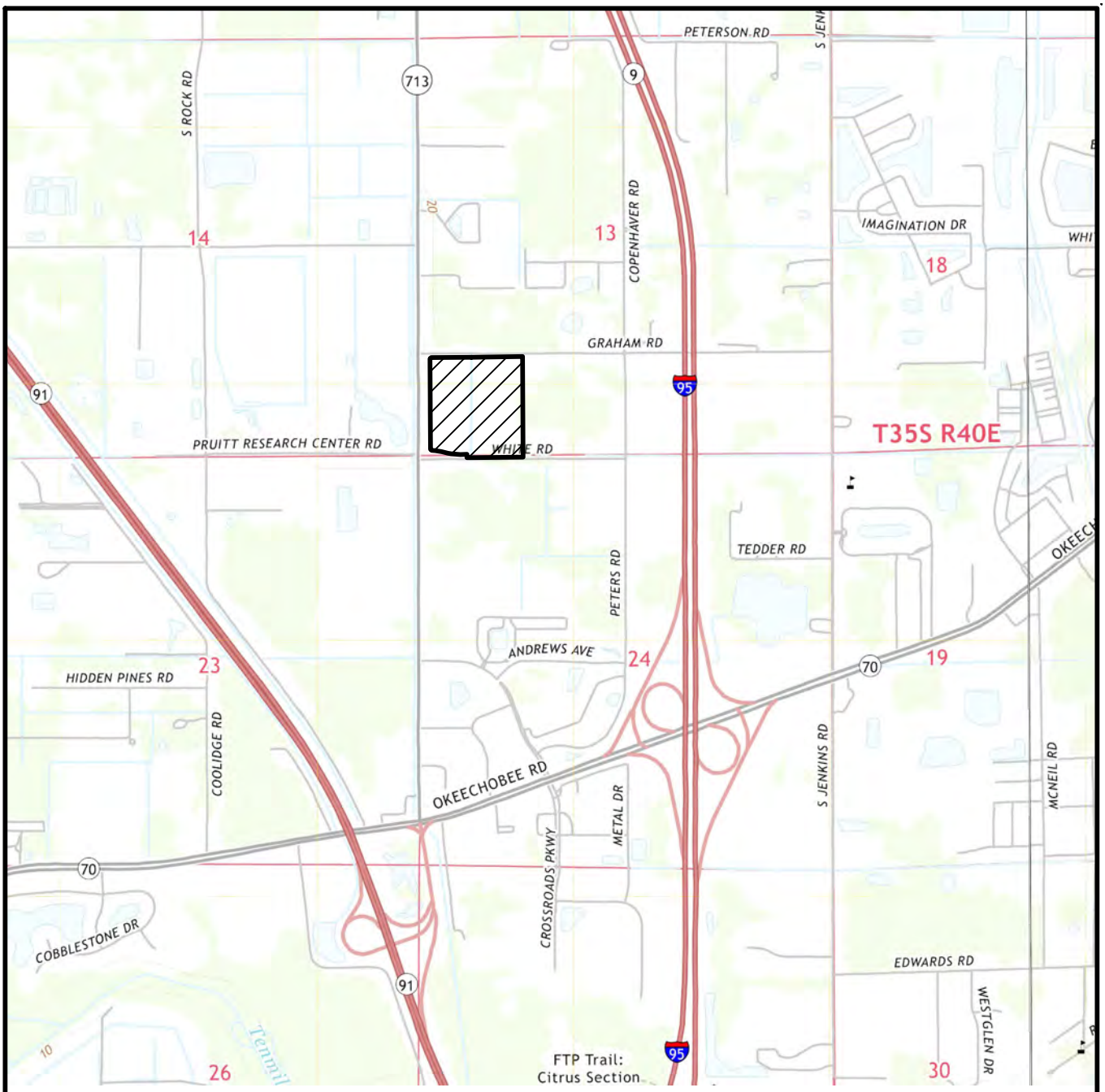
EW CONSULTANTS, INC.

2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE

1



USGS QUAD MAP "FORT PIERCE NW", SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, CITY OF FORT PIERCE & UNINCORPORATED ST LUCIE COUNTY, FORT PIERCE, ST LUCIE COUNTY, FLORIDA,
LATITUDE 27°25'38.03" LONGITUDE -80°23'48.70"

LEGEND

▨ - SITE (34.3± AC)

0 2000

SCALE IN FEET

WHITE ROAD PARCELS

QUAD

EW CONSULTANTS, INC.

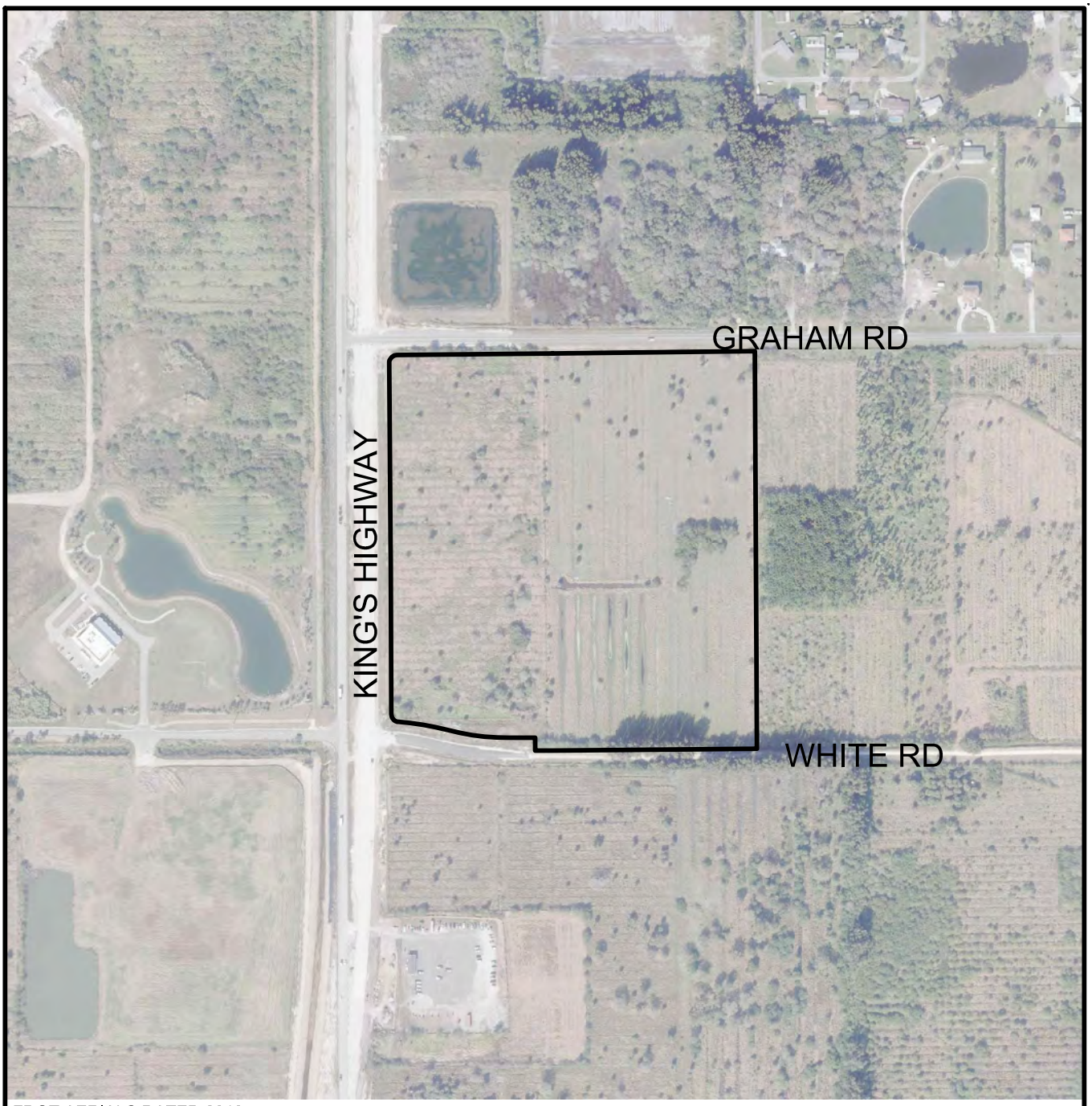
2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE

2

White Road Parcel.dwg QUAD



FDOT AERIALS DATED 2018

0 500
SCALE IN FEET

WHITE ROAD PARCELS

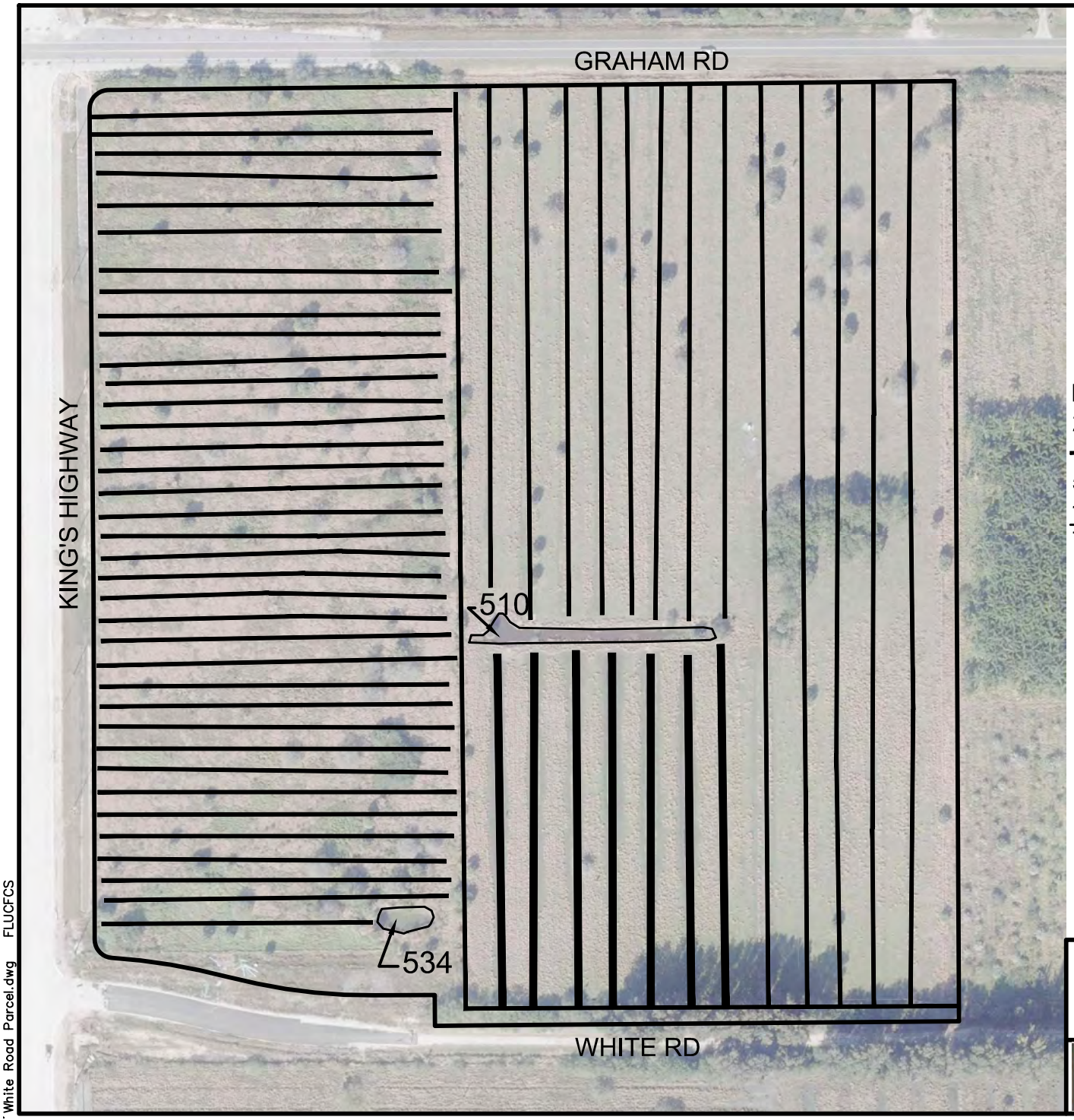
AERIAL

EW CONSULTANTS, INC.
2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE
3

White Road Parcel.dwg AERIAL



LEGEND

211 - IMPROVED PASTURE (28.55± AC)

510 - DITCHES (5.7± AC)

534 - RESERVOIRS LESS THAN 10 ACS (0.05± AC)

TOTAL SITE (34.3± AC)

0 200

SCALE IN FEET

FDOT AERIALS DATED 2021

WHITE ROAD PARCELS FLUCFCS MAP

EW CONSULTANTS, INC.
2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE 4

White Road Parcel.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(White Road Parcels)

Map Scale: 1:2,800 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 15, Aug 25, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
38	Riviera fine sand, 0 to 2 percent slopes	7.5	21.8%
48	Wabasso sand, 0 to 2 percent slopes	4.4	12.9%
55	Winder loamy sand	22.4	65.2%
Totals for Area of Interest		**34.3**	**100.0%**

Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5 Jupiter, Fl 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
JHI@JHIinc.com

Kings Highway Commerce Center

Drainage Impact Statement

I. Introduction

The site is located on the north side of White Road 0.1 mile east of Kings Hwy and approximately 1 mile north of Okeechobee Rd (SR-70) and consist of 34.32 ac of land. See Exhibit-A

It is proposed to amend the future land use (FLU) from residential Low (RL) to general commercial (GC).

The site historical discharge is to North St. Lucie River Water Control District (NSLRWCD) Canal-40 along the west side of Kings Hwy thru an existing 24" CMP which is now replaced by FDOT with 1-36" RCP. Canal-40 discharges to Ten Mile Creek and ultimately into the St. Lucie River North Fork. St. Lucie River is considered impaired.

II. Design Criteria

1. The proposed drainage system shall provide a minimum of on-site retention/detention for the runoff from 2.5" of rainfall or 1".

2. The drainage system shall also provide adequate dry retention and wet detention for the required nutrient removal efficiency.

3. The pavement elevations shall be above the peak stage of a 10yr-24hr storm.

4. The finished floor elevation of the buildings shall be above the peak stage of a 100yr-72hr storm.

5. The perimeter elevation shall be above the peak stage of a 10yr-72hr storm.

6. The allowable discharge per NSLRWCD is 2" / day / ac for a 10yr-72hr storm.
   This is a volume-based limitation. There is no limitation on the peak discharge rate.

III. Conclusion

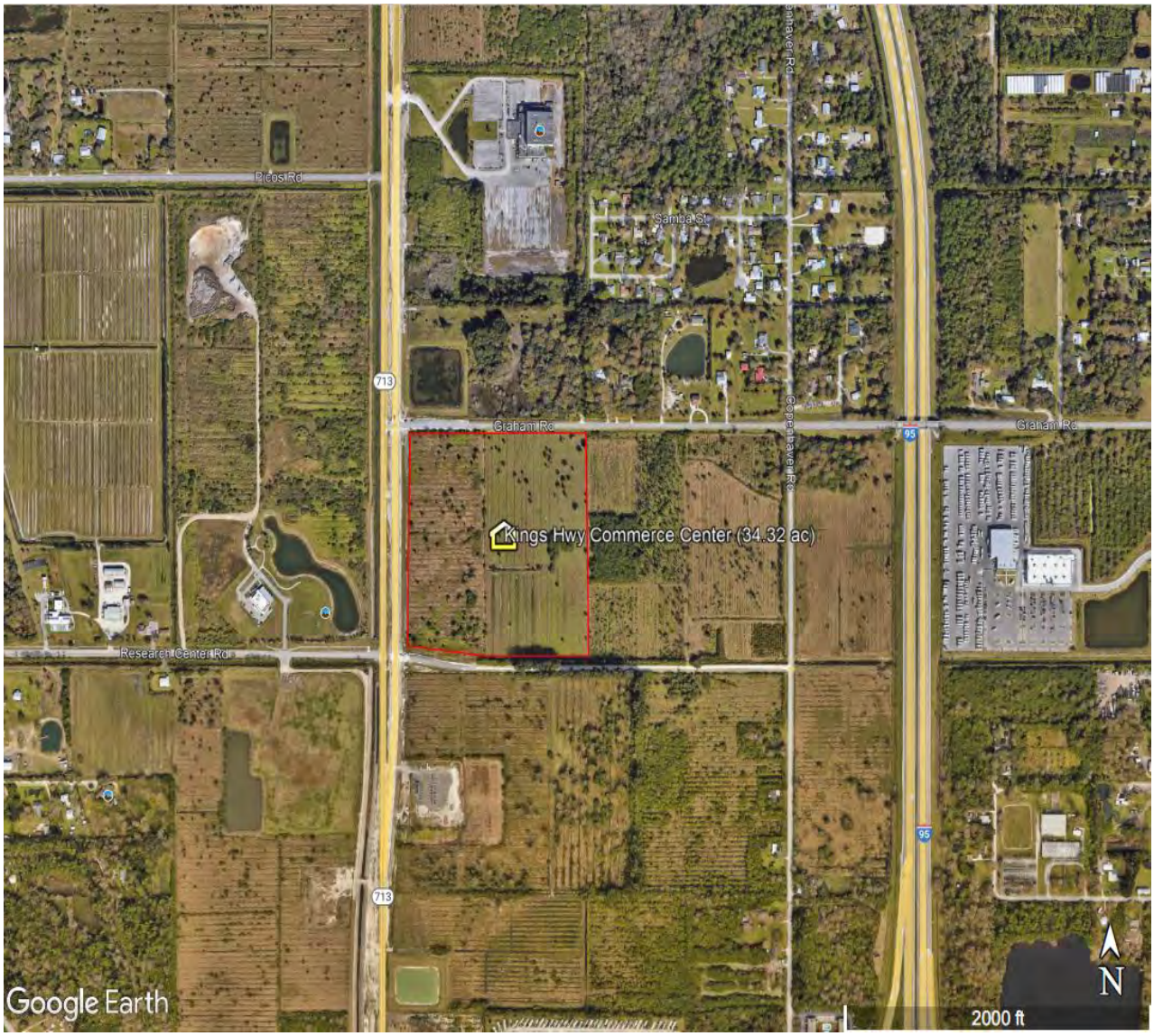
The proposed drainage system shall consist of dry and wet retention/detention areas receiving the runoff from the parking and the drive areas. The dry retention/detention system shall be in forms of dry retention/detention ponds and exfiltration trenches. The storm runoff is collected thru inlets and then conveyed to the retention/detention system. The drainage system shall provide the required treatment for water quality and the nutrients removal as required by South Florida Water Management System (SFWMD) in addition to attenuation for the storm runoff. There is no negative impact due to proposed future land use amendment since the allowable discharge volume is based on the total acreage of the site and is not affected by FLU.

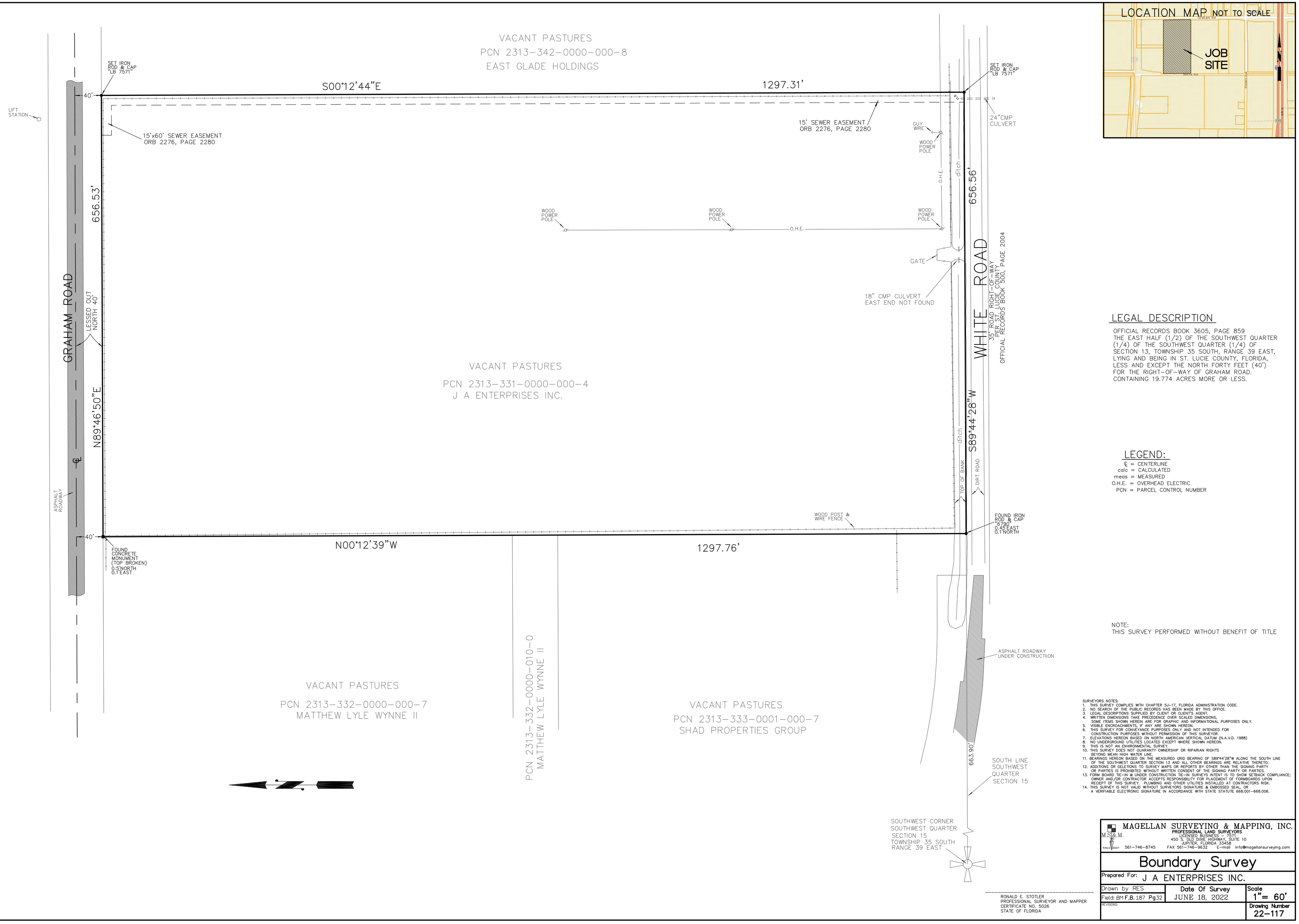
Certified on This 23rd day of June, 2022

_____

Jeff H. Iravani, P.E.
FL Reg # 33155
FR # 6986

Exhibit-A
Aerial





LOCATION MAP NOT TO SCALE

LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 3605, PAGE 859
THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH FORTY FEET (40') FOR THE RIGHT-OF-WAY OF GRAHAM ROAD. CONTAINING 19.774 ACRES MORE OR LESS.

LEGEND:

℄ = CENTERLINE
calc = CALCULATED
meas = MEASURED
O.H.E. = OVERHEAD ELECTRIC
PCN = PARCEL CONTROL NUMBER

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS; SOME ITEMS SHOWN HEREIN ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
6. THIS SURVEY FOR CONVEYANCE PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE MEASURED GRID BEARING OF S89°44'28"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER SECTION 13 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECEIPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL, OR A VERIFIABLE ELECTRONIC SIGNATURE IN ACCORDANCE WITH STATE STATUTE 668.001-668.006.

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS - 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey

Prepared For: J A ENTERPRISES INC.

Drawn by RES	Date Of Survey	Scale
Field: BM F.B. 187 Pg.32	JUNE 18, 2022	1"= 60'
REVISIONS:		Drawing Number 22-117

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

WHITE PARCEL
LAND USE PLAN AMENDMENT

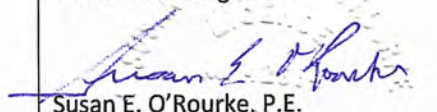
Prepared for:

Ken Morin
JA Development Partners, LLC
4923 West Cypress Street
Tampa, FL 33607

Prepared by

O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
772-781-7918

June 20, 2021
SR21052.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 6/23/2022 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

June 3, 2021

Mr. Ken Morin
JA Development Partners, LLC
4923 West Cypress Street
Tampa, FL 33607

Re: White Parcel

Dear Mr. Morin:

O'Rourke Engineering & Planning has completed the analysis of the proposed development located on White Road, west of Kings Highway, in Ft. Pierce, St. Lucie County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,

O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
Registered Civil Engineer

22 SE Seminole Street | Stuart, FL 34994 | 772-781-7918 | SEORourke@comcast.net

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EXISTING CONDITIONS	3
PROJECT TRAFFIC	5
PROJECT DISTRIBUTION / ASSIGNMENT	5
LRTP LINK ANALYSIS / REVIEW	9
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APPENDICES

APPENDIX A: Site Location
APPENDIX B: Roadway Details/LTRP Model Data/St. Lucie County 5-Year TIP
APPENDIX C: St. Lucie County 2019 Level of Service Report,
FDOT 2020 Quality Level of Service, Other Project Data, Growth Rate Data

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed Land Use Plan Amendment associated with 19.29 acres located east of Kings Highway in Ft. Pierce, St. Lucie County, Florida. The project location is shown in **Figure 1**. The purpose of this report is to determine the impact of the change in land use on the surrounding roadway system.

In order to make that determination, the following analytical steps were taken:

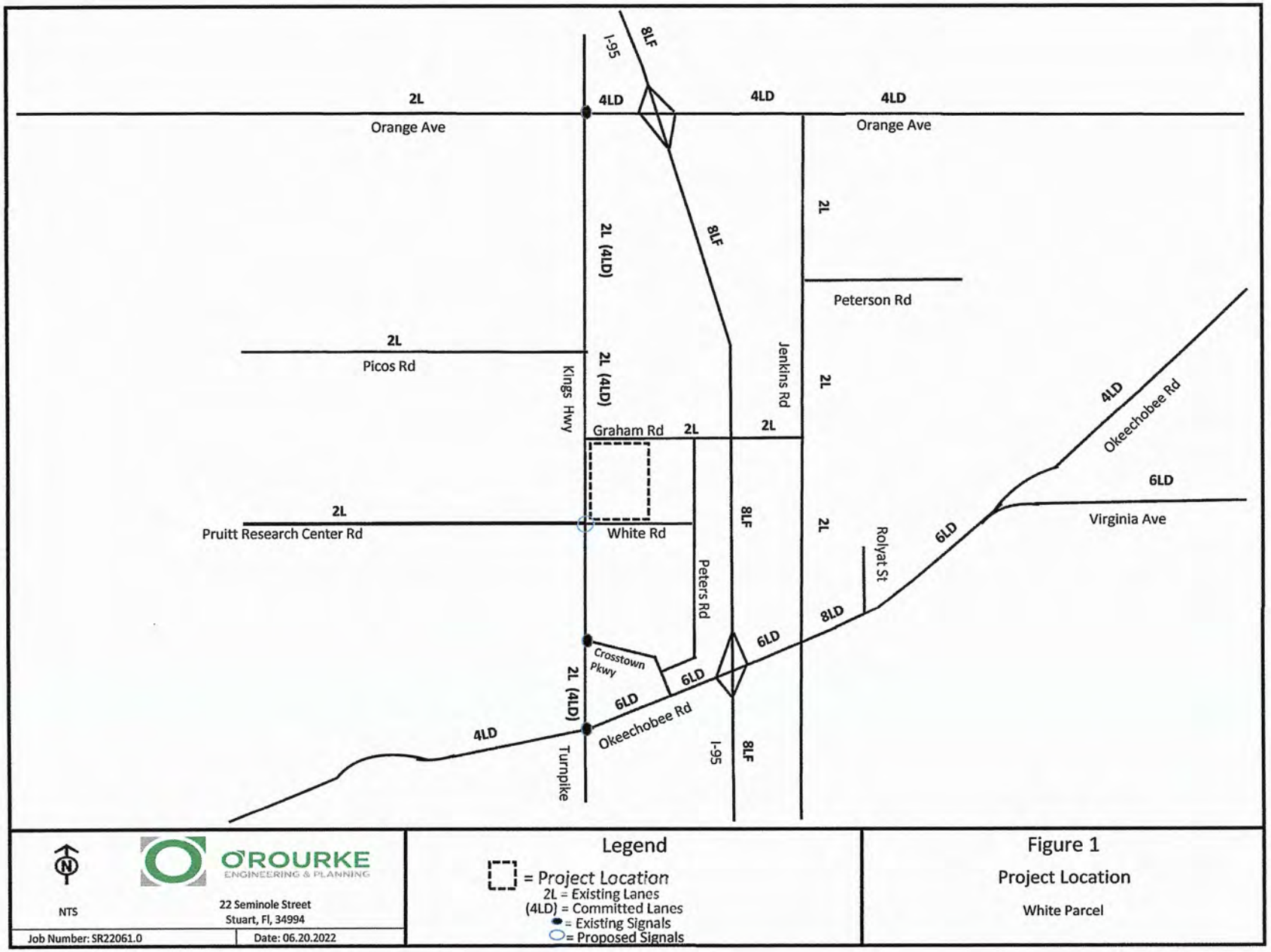
- summary of the project
- summary of existing lane geometries
- summary of the existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of short-term cumulative traffic volumes
- summary of levels of service with the project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The subject property consists of 19.29 acres located east of Kings Highway, north of White Road, and south of Graham Road in Ft. Pierce, St. Lucie County, Florida. The property has an existing land use of RL (Residential Low) which allows single-family lots at up to 6.5DUs per acre for a total of 125 dwelling units. The proposal is to change the land use to GC (General Commercial) which allows up to a maximum FAR of 1.0. 840,272 square feet of general commercial is allowed under the proposed future land use. Under the proposed land use, medical office or retail use would generate the most traffic. However, retail could not develop at that intensity which requires multiple levels. Therefore, medical office was used.

Appendix A shows the details of the site.


I-95
8LF
2L
4LD
4LD
4LD
Orange Ave
Orange Ave
2L
2L (4LD)
8LF
Peterson Rd
2L
Picos Rd
2L (4LD)
Kings Hwy
Jenkins Rd
2L
4LD
Okeechobee Rd
Graham Rd
2L
2L
6LD
2L
Pruitt Research Center Rd
White Rd
8LF
2L
Rolyat St
6LD
Virginia Ave
Peters Rd
8LD
6LD
Crosstown Pkwy
6LD
2L (4LD)
6LD
4LD
Okeechobee Rd
Turnpike
I-95
8LF
NTS
O'ROURKE
ENGINEERING & PLANNING
22 Seminole Street
Stuart, Fl, 34994
Job Number: SR22061.0
Date: 06.20.2022
Legend
= Project Location
2L = Existing Lanes
(4LD) = Committed Lanes
= Existing Signals
= Proposed Signals
Figure 1
Project Location
White Parcel

ROADWAY CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 3% of the level of service capacity of the roadway and 1% on the adjacent link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing/Proposed Lane Geometrics and Traffic Control

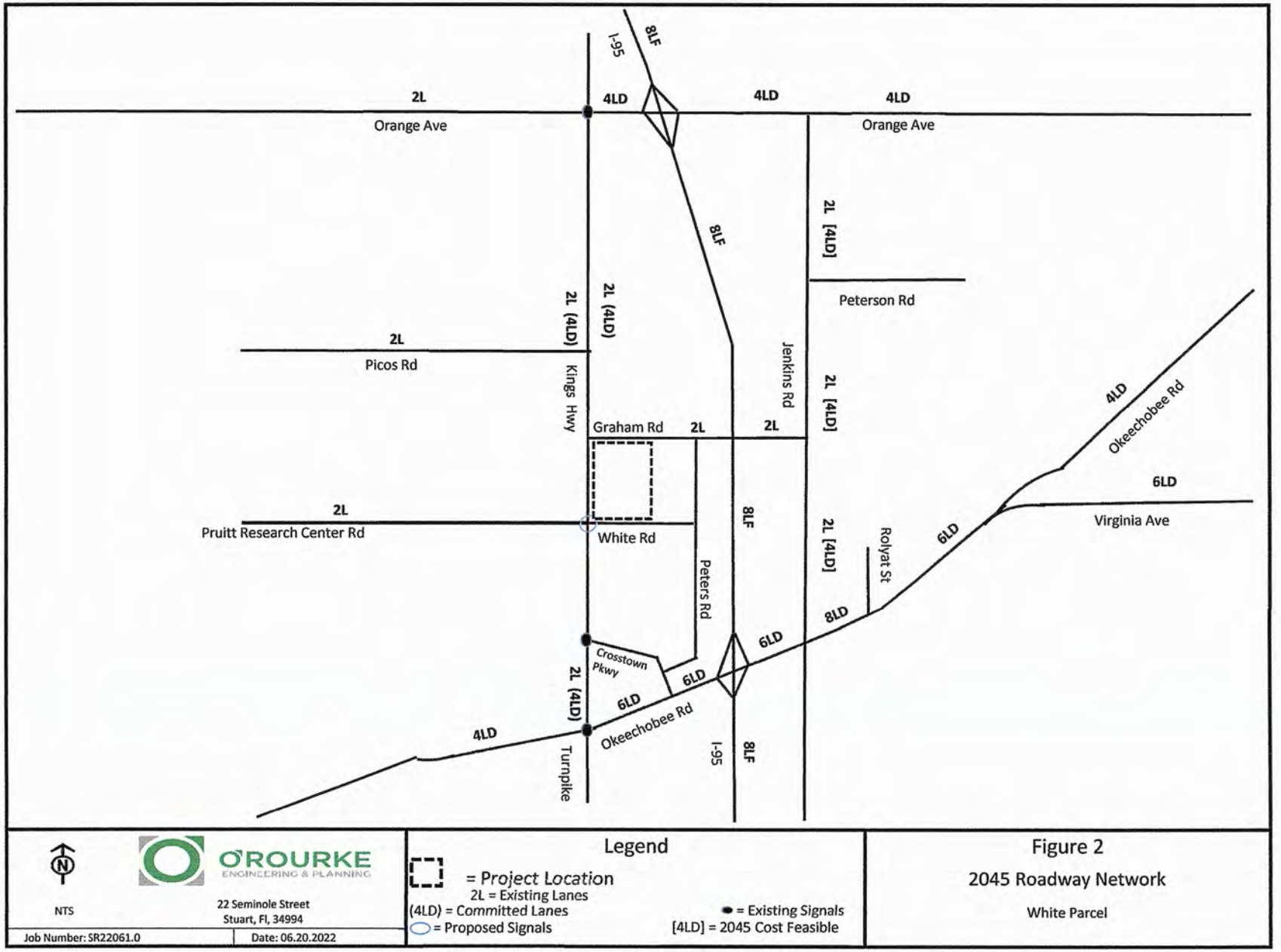
The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Kings Highway is a two-lane arterial with a north/south alignment and is under construction in portions and included in the 5-year TIP to be widened to a four-lane divided roadway.
- Peters Road is a two-lane local road with a general north/south alignment.
- S. Jenkins Road is a two-lane arterial with a north/south alignment. It is shown as a four-lane divided roadway in the 2045 cost feasible plan.
- Graham Road is a two-lane local roadway with a north/south alignment.
- Okeechobee Road is a multi-lane divided arterial roadway with an east/west alignment. It is four-lane divided west of Kings Highway and east of Virginia Avenue. It is six-lane divided from Rolyat Street to Virginia Avenue and from Kings Highway to I-95. There is an eight-lane divided section from east of I-95 to Rolyat Street. There are numerous extended turn lanes and freeway auxiliary lanes.
- Orange Avenue is a four-lane divided arterial with an east/ west alignment.
- Pruitt Research Center Road and White Road are 2 lane collector roads which will be realigned to intersect at Kings Highway. Future signalization is proposed.

The roadway network is shown in **Figure 2** with notations for Existing, Existing + Committed, and the 2045 Network. Roadway details are included in **Appendix B.**

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the St. Lucie County Traffic Counts and Level of Service Report. The 2020 FDOT Quality Level of Service was used to augment data included in the St. Lucie TPO 2019 Level of Service Report. These documents are included in **Appendix C.**


I-95
8LF
2L
4LD
4LD
4LD
Orange Ave
Orange Ave
8LF
2L [4LD]
Peterson Rd
2L (4LD)
2L (4LD)
2L
Picos Rd
Kings Hwy
Jenkins Rd
2L [4LD]
Graham Rd
2L
2L
4LD
Okeechobee Rd
6LD
2L
Pruitt Research Center Rd
White Rd
8LF
Peters Rd
2L [4LD]
Rolyat St
6LD
Virginia Ave
8LD
6LD
Crosstown Pkwy
6LD
6LD
2L (4LD)
4LD
Okeechobee Rd
Turnpike
I-95
8LF
NTS
O'ROURKE ENGINEERING & PLANNING
22 Seminole Street
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Job Number: SR22061.0
Date: 06.20.2022
Legend
= Project Location
2L = Existing Lanes
(4LD) = Committed Lanes
= Proposed Signals
= Existing Signals
[4LD] = 2045 Cost Feasible
Figure 2
2045 Roadway Network
White Parcel

PROJECT TRAFFIC

To estimate future traffic generated by the LUPA, the ITE Trip Generation, 11th Edition trip rates for the highest reasonable use in the land use category were applied. Medical-Dental Office (Land Use Code 720) was applied for the 840,272 square feet allowed under the proposed future land use. The Single-Family Detached Housing (Land Use Code 210) was applied to estimate the trips generated by the 125 units for the existing future land use. These calculations are shown in **Tables 1a, 1b, and 1c.** The difference in trips between existing and proposed future land uses was calculated and the subject of this study to get the net new trips generated by the LUPA.

As shown, at buildout the project will generate 27,699 new daily trips. There will be 1,242 net new AM peak hour trips with 1,018 trips entering the project and 224 trips exiting the project. The project will generate 2,440 net new PM peak hour trips with 637 trips entering the project and 1,803 trips exiting the project.

Approximately 50,000 square feet are estimated to be constructed for the 5-year scenario. The five-year Trip Generation is shown in **Table 2**.

PROJECT DISTRIBUTION/ ASSIGNMENT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 3.**

Table 1 - Trip Generation

Table 1a- Daily

Description	Land Use Code	Intensity	Units	Equation	Directional Split		Gross Trips			Pass-by		Daily Net Trips		
					In	Out	In	Out	Total	Trips	%	In	Out	Total
Proposed Future Land Use														
Medical-Dental Office	720	840,272	SF	T = 42.97(X) - 108.01	50%	50%	16098	16098	32196	3220	10%	14488	14488	28976
Existing Land Use														
Single-Family Detached Housing	210	125	DU	Ln(T) = 0.92Ln(X) + 2.68	50%	50%	639	639	1277	0	0%	639	638	1277
Difference												**13849**	**13850**	**27699**

Source: ITE 11th Edition Trip Generation Rates

Table 1b- AM

Description	Land Use Code	Intensity	Units	Equation	Directional Split		Gross Trips			Pass-by Trips		Net AM Trips		
					In	Out	In	Out	Total	Trips	%	In	Out	Total
Proposed Future Land Use														
Medical-Dental Office	720	840,272	SF	Ln(T) = 0.90Ln(X) + 1.34	78%	22%	1158	327	1485	149	10%	1042	294	1336
Existing Land Use														
Single-Family Detached Housing	210	125	DU	T = 0.71(X) + 7.23	26%	74%	24	70	94	0	0%	24	70	94
Difference												**1018**	**224**	**1242**

Source: ITE 11th Edition Trip Generation Rates

Table 1c- PM

Description	Land Use Code	Intensity	Units	Equation	Directional Split		Gross Trips			Pass-by Trips		Net PM Trips		
					In	Out	In	Out	Total	Trips	%	In	Out	Total
Proposed Future Land Use														
Medical-Dental Office	720	840,272	SF	T = 4.07(X) - 3.17	28%	72%	798	2053	2851	285	10%	718	1848	2566
Existing Land Use														
Single-Family Detached Housing	210	125	DU	Ln(T) = 0.96Ln(X) + 0.36	64%	36%	81	45	126	0	0%	81	45	126
Difference												**637**	**1803**	**2440**

Source: ITE 11th Edition Trip Generation Rates

Table 2 Trip Generation - 5 Year

Table2a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Medical Office	720	50,000	Sft	T=42.97(X) - 108.01	50%	50%	917	916	1,833

Source: ITE Trip Generation Manual 11th Edition

Table 2b: AM Peak Hour

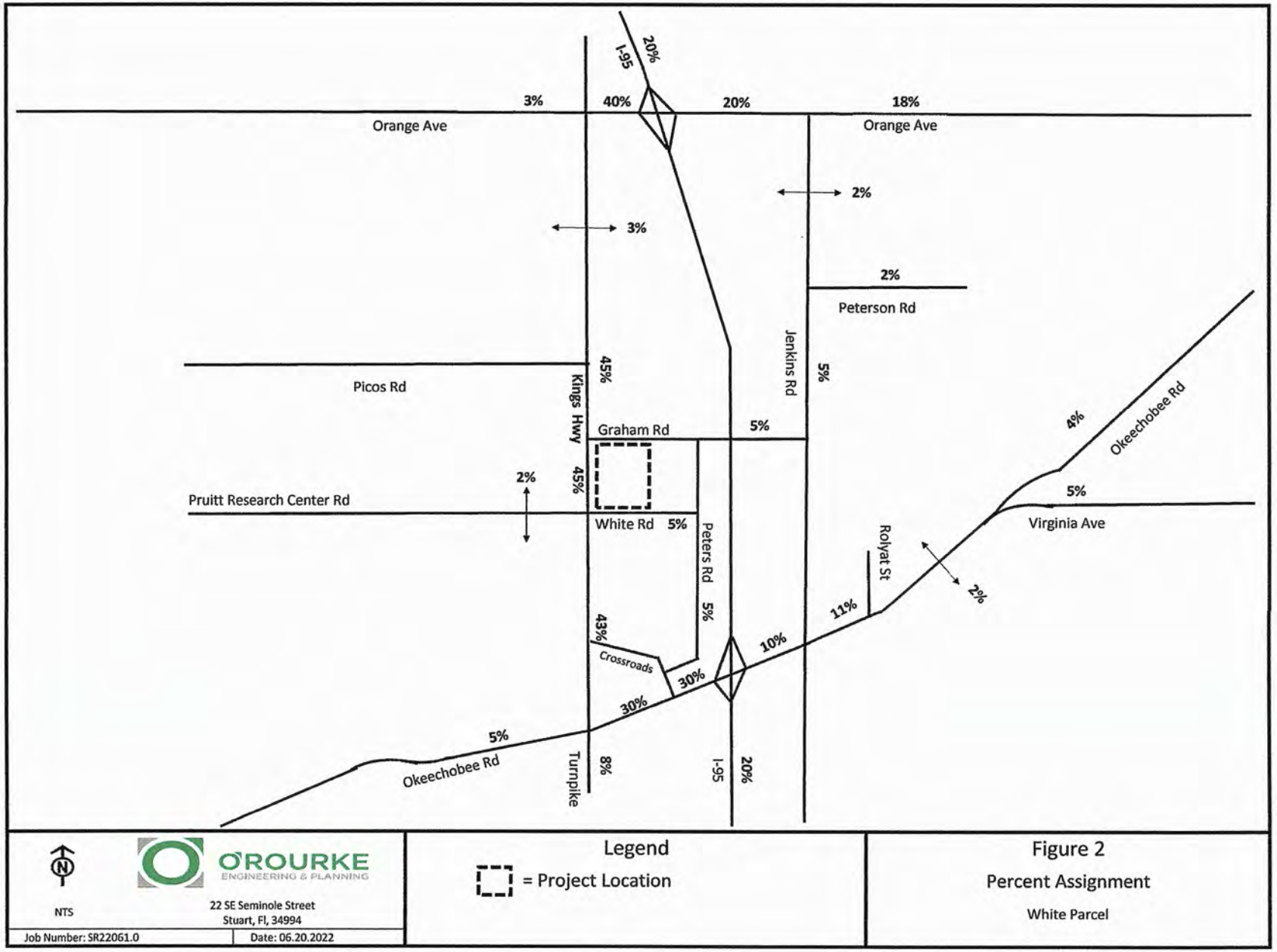
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Medical Office	720	50,000	Sft	Ln(T)=0.90Ln(X) + 1.34	78%	22%	94	27	121

Source: ITE Trip Generation Manual 11th Edition

Table 2c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Medical Office	720	50,000	Sft	T=4.07(X) - 3.17	28%	72%	48	124	172

Source: ITE Trip Generation Manual 11th Edition


I-95
20%
3%
40%
20%
18%
Orange Ave
Orange Ave
2%
3%
2%
Peterson Rd
Jenkins Rd
5%
Picos Rd
Kings Hwy
45%
Graham Rd
5%
4%
Okeechobee Rd
2%
45%
5%
Pruitt Research Center Rd
White Rd
5%
Virginia Ave
Peters Rd
5%
Rolyat St
11%
2%
43%
Crossroads
10%
30%
30%
5%
Okeechobee Rd
Turnpike
8%
I-95
20%
NTS
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole Street
Stuart, Fl, 34994
Job Number: SR22061.0
Date: 06.20.2022
Legend
= Project Location
Figure 2
Percent Assignment
White Parcel

2045 ANALYSIS

The Long Range analysis relies on the Long Range Transportation Plan analysis. The change in trips for the AM and PM peak hour was tested against the 2045 network. **Tables 3a and 3b** summarize the percent impact of the change in land use on the 2045 network. Links where the project traffic was significant were analyzed to determine if the levels of service were maintained with the increase in traffic. 2045 AADT volumes were not yet available. So 2045 volumes obtained from the St. Lucie County LRTP cost feasible model were used. These volumes were adjusted using FDOT K and D factors to obtain the Peak Hour volumes. The increase in project trips from the proposed LUPA were then added to generate the Long Range total traffic volumes. These volumes were then compared to the 2045 cost feasible network to determine if capacity was available. **Tables 4a and 4b** summarize the results.

Five Year Analysis

The traffic estimated to occur in the next 5 years should be cost feasible. **Tables 5a and 5b** summarize the project percent impact with the trips anticipated in the next 5 years. These links were analyzed further to ensure they will meet concurrency. Existing traffic volumes were grown using an area wide historical growth rate. Approved background projects were then added. Finally, the trips from the proposed LUPA expected in the next five years were then added to generate total traffic. The total traffic volumes were then compared to the allowable service volumes to determine if capacities were exceeded. **Table 6a and 6b** summarizes the results of the link analysis. As shown, all roadways with the exception of Jenkins Road will operate at acceptable levels of service in the 5-year analysis. A prop share payment or detailed analysis would be prepared for Jenkins Road to satisfy concurrency. The project has demonstrated concurrency could be met.

Appendix C includes the growth rate calculation and background traffic.

CONCLUSION

With its 1,242 net new AM peak hour trips and 2,440 net new PM peak hour trips, all links operate at acceptable levels of service with the planned roadway network with the exception of Peters Road. Peters Road would need to be widened to a four-lane road from Crosstown Parkway to the project driveway. This improvement would be considered site access. The project has also demonstrated through the five year analysis that the concurrency could be maintained. Therefore, the project meets the requirements for land use plan amendments.

TABLE 3a - Long Range Percent Impact 2045 - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	2040 Peak Hour Service[1] Capacity	Project Volume Peak Direction	% Project of Capacity- Peak Hour	Project Percent Assignment
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	YES	1800	407	22.61%	40%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	YES	1800	90	5.00%	40%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	1800	458	25.44%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	1800	101	5.61%	45%
	Graham Rd	Picos Rd	NB	OUT	YES	1800	101	5.61%	45%
	Graham Rd	Picos Rd	SB	IN	YES	1800	458	25.44%	45%
	Picos Rd	Orange Ave	NB	OUT	YES	1800	101	5.61%	45%
	Picos Rd	Orange Ave	SB	IN	YES	1800	458	25.44%	45%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	NO	630	11	1.75%	5%
	Kings Hwy	Jenkins Rd	WB	IN	YES	630	51	8.10%	5%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	11	0.36%	5%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	51	1.69%	5%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	NO	2000	40	2.00%	18%
	Jenkins Rd	Hartman Rd	WB	IN	YES	2000	183	9.15%	18%
	I-95	Jenkins Rd	EB	IN	YES	2000	204	10.20%	20%
	I-95	Jenkins Rd	WB	OUT	NO	2000	45	2.25%	20%
	Kings Hwy	I - 95	EB	OUT	YES	2000	90	4.50%	40%
	Kings Hwy	I - 95	WB	IN	YES	2000	407	20.35%	40%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	31	2.90%	3%
	Campbell Rd	Kings Hwy	WB	OUT	NO	1070	7	0.65%	3%
Jenkins Rd	Okeechobee Rd	Graham Rd	NB	IN	NO	1800	10	0.56%	1%
	Okeechobee Rd	Graham Rd	SB	OUT	NO	1800	2	0.11%	1%
	Graham Rd	Peterson Rd	NB	OUT	NO	1800	11	0.61%	5%
	Graham Rd	Peterson Rd	SB	IN	NO	1800	51	2.83%	5%
	Peterson Rd	Orange Ave	NB	OUT	NO	1800	7	0.39%	3%
	Peterson Rd	Orange Ave	SB	IN	NO	1800	31	1.72%	3%
Okeechobee Rd	McCarty Rd	Florida Turnpike/Kings Hwy	EB	IN	NO	1810	51	2.82%	5%
	McCarty Rd	Florida Turnpike/Kings Hwy	WB	OUT	NO	1810	11	0.61%	5%
	Kings Hwy	I - 95	EB	OUT	NO	4170	67	1.61%	30%
	Kings Hwy	I - 95	WB	IN	YES	4170	305	7.31%	30%
	I - 95	Jenkins Rd	EB	OUT	NO	4240	22	0.52%	10%
	I - 95	Jenkins Rd	WB	IN	NO	4240	102	2.41%	10%
	Jenkins Rd	McNeil Ave	EB	OUT	NO	4040	25	0.62%	11%
	Jenkins Rd	McNeil Ave	WB	IN	NO	4040	112	2.77%	11%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	7320	204	2.79%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	7320	45	0.61%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	45	0.61%	20%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	204	2.79%	20%

(1) 2045 Cost Feasible Roadway Network, using FDOT 2020 Service Capacity Tables

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way: 1242
Net In: 1018
Net Out: 224

TABLE 3b - Long Range Percent Impact 2045 - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	Peak Hour Service[1] Capacity	Project Volume Peak Direction	% Project of Capacity- Peak Hour	Project Percent Assignment
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	YES	1800	255	14.17%	40%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	YES	1800	721	40.06%	40%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	1800	287	15.94%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	1800	811	45.06%	45%
	Graham Rd	Picos Rd	NB	OUT	YES	1800	811	45.06%	45%
	Graham Rd	Picos Rd	SB	IN	YES	1800	287	15.94%	45%
	Picos Rd	Orange Ave	NB	OUT	YES	1800	811	45.06%	45%
	Picos Rd	Orange Ave	SB	IN	YES	1800	287	15.94%	45%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	YES	630	90	14.29%	5%
	Kings Hwy	Jenkins Rd	WB	IN	YES	630	32	5.08%	5%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	90	2.98%	5%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	32	1.06%	5%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	YES	2000	325	16.25%	18%
	Jenkins Rd	Hartman Rd	WB	IN	YES	2000	115	5.75%	18%
	I-95	Jenkins Rd	EB	OUT	YES	2000	361	18.05%	20%
	I-95	Jenkins Rd	WB	IN	YES	2000	127	6.35%	20%
	Kings Hwy	I - 95	EB	OUT	YES	2000	721	36.05%	40%
	Kings Hwy	I - 95	WB	IN	YES	2000	255	12.75%	40%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	19	1.78%	3%
	Campbell Rd	Kings Hwy	WB	OUT	YES	1070	54	5.05%	3%
Jenkins Rd	Okeechobee Rd	Graham Rd	NB	IN	NO	1800	6	0.33%	1%
	Okeechobee Rd	Graham Rd	SB	OUT	NO	1800	18	1.00%	1%
	Graham Rd	Peterson Rd	NB	OUT	YES	1800	90	5.00%	5%
	Graham Rd	Peterson Rd	SB	IN	NO	1800	32	1.78%	5%
	Peterson Rd	Orange Ave	NB	OUT	NO	1800	54	3.00%	3%
	Peterson Rd	Orange Ave	SB	IN	NO	1800	19	1.06%	3%
Okeechobee Rd	McCarty Rd	Florida Turnpike/ Kings Hwy	EB	IN	NO	1810	32	1.77%	5%
	McCarty Rd	Florida Turnpike/ Kings Hwy	WB	OUT	YES	1810	90	4.97%	5%
	Kings Hwy	I - 95	EB	OUT	YES	4170	541	12.97%	30%
	Kings Hwy	I - 95	WB	IN	YES	4170	191	4.58%	30%
	I - 95	Jenkins Rd	EB	OUT	YES	4240	180	4.25%	10%
	I - 95	Jenkins Rd	WB	IN	NO	4240	64	1.51%	10%
	Jenkins Rd	Virginia Ave	EB	OUT	YES	4040	198	4.90%	11%
	Jenkins Rd	Virginia Ave	WB	IN	NO	4040	70	1.73%	11%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	7320	127	1.73%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	7320	361	4.93%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	361	4.93%	20%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	127	1.73%	20%

(1) 2045 Cost Feasible Roadway Network, using FDOT 2020 Service Capacity Tables

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way: 2440
Net In: 637
Net Out: 1803

TABLE 4a - Long Range Link Analysis 2045 - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2045	K Factor	D Factor	2045 Peak Hour Directional Volumes	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Is Total Traffic Less Than Capacity?	Project Percent Assignment
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	YES	16844	0.09	0.571	866	1800	407	1273	22.61%	YES	40%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	YES	16844	0.09	0.429	650	1800	90	740	5.00%	YES	40%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	18366	0.09	0.571	944	1800	458	1402	25.44%	YES	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	18366	0.09	0.429	709	1800	101	810	5.61%	YES	45%
	Graham Rd	Picos Rd	NB	OUT	YES	18699	0.09	0.429	722	1800	101	823	5.61%	YES	45%
	Graham Rd	Picos Rd	SB	IN	YES	18699	0.09	0.571	961	1800	458	1419	25.44%	YES	45%
	Picos Rd	Orange Ave	NB	OUT	YES	15374	0.09	0.429	594	1800	101	695	5.61%	YES	45%
	Picos Rd	Orange Ave	SB	IN	YES	15374	0.09	0.571	790	1800	458	1248	25.44%	YES	45%
Graham Rd	Kings Hwy	Jenkins Rd	WB	IN	YES	3593	0.09	0.491	159	630	51	210	8.10%	YES	5%
Orange Ave	Jenkins Rd	Hartman Rd	WB	IN	YES	24301	0.09	0.491	1074	2000	183	1257	9.15%	YES	18%
	I-95	Jenkins Rd	EB	OUT	YES	25426	0.09	0.509	1165	2000	204	1369	10.20%	YES	20%
	Kings Hwy	I - 95	EB	OUT	YES	25426	0.09	0.509	1165	2000	90	1255	4.50%	YES	40%
	Kings Hwy	I - 95	WB	IN	YES	29401	0.09	0.491	1299	2000	407	1706	20.35%	YES	40%
Okeechobee Rd	Kings Hwy	I - 95	WB	OUT	YES	31444	0.09	0.429	1214	4170	305	1519	7.31%	YES	30%

Two-Way: 1242
Net In: 1018
Net Out: 224

TABLE 4b - Long Range Link Analysis 2045 - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2045	K Factor	D Factor	2045 Peak Hour Directional Volumes	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Is Total Traffic Less Than Capacity?	Project Percent Assignment
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	YES	16844	0.09	0.429	650	1800	255	905	14.17%	YES	40%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	YES	16844	0.09	0.571	866	1800	721	1587	40.06%	YES	40%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	18366	0.09	0.429	709	1800	287	996	15.94%	YES	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	18366	0.09	0.571	944	1800	811	1755	45.06%	YES	45%
	Graham Rd	Picos Rd	NB	OUT	YES	18699	0.09	0.429	722	1800	811	1533	45.06%	YES	45%
	Graham Rd	Picos Rd	SB	IN	YES	18699	0.09	0.571	961	1800	287	1248	15.94%	YES	45%
	Picos Rd	Orange Ave	NB	OUT	YES	15374	0.09	0.429	594	1800	811	1405	45.06%	YES	45%
	Picos Rd	Orange Ave	SB	IN	YES	15374	0.09	0.571	790	1800	287	1077	15.94%	YES	45%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	YES	5393	0.09	0.491	238	630	90	328	14.29%	YES	5%
	Kings Hwy	Jenkins Rd	WB	IN	YES	3593	0.09	0.509	165	630	32	197	5.08%	YES	5%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	YES	24301	0.09	0.491	1074	2000	325	1399	16.25%	YES	18%
	Jenkins Rd	Hartman Rd	WB	IN	YES	24301	0.09	0.509	1113	2000	115	1228	5.75%	YES	18%
	I-95	Jenkins Rd	EB	IN	YES	25426	0.09	0.491	1124	2000	361	1485	18.05%	YES	20%
	I-95	Jenkins Rd	WB	OUT	YES	25426	0.09	0.509	1165	2000	127	1292	6.35%	YES	20%
	Kings Hwy	I - 95	EB	OUT	YES	29401	0.09	0.491	1299	2000	721	2020	36.05%	No	40%
	Kings Hwy	I - 95	WB	IN	YES	25426	0.09	0.509	1165	2000	255	1420	12.75%	YES	40%
	Campbell Rd	Kings Hwy	WB	OUT	YES	13933	0.09	0.571	716	1070	54	770	5.05%	YES	3%
Jenkins Rd	Graham Rd	Peterson Rd	NB	OUT	YES	7711	0.09	0.491	341	1800	90	431	5.00%	YES	5%
Okeechobee Rd	McCarty Rd	Florida Turnpike	WB	OUT	YES	9019	0.09	0.571	463	1810	90	553	4.97%	YES	5%
	Kings Hwy	I - 95	EB	IN	YES	31444	0.09	0.429	1214	4170	541	1755	12.97%	YES	30%
	Kings Hwy	I - 95	WB	OUT	YES	31444	0.09	0.571	1616	4170	191	1807	4.58%	YES	30%
	I - 95	Jenkins Rd	EB	OUT	YES	51103	0.09	0.491	2258	4240	180	2438	4.25%	YES	10%
	Jenkins Rd	Virginia Ave	EB	OUT	YES	49154	0.09	0.491	2172	4040	198	2370	4.90%	YES	11%

Two-Way: 2440
Net In: 637
Net Out: 1803

TABLE 5a - 5-Year Project Percent Impact - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	NO	1800	38	2.11%	40%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	NO	1800	11	0.61%	40%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	1800	42	2.33%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	NO	1800	12	0.67%	45%
	Graham Rd	Picos Rd	NB	OUT	NO	1800	12	0.67%	45%
	Graham Rd	Picos Rd	SB	IN	NO	1800	42	2.33%	45%
	Picos Rd	Orange Ave	NB	OUT	NO	1800	12	0.67%	45%
	Picos Rd	Orange Ave	SB	IN	NO	1800	42	2.33%	45%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	NO	630	1	0.16%	5%
	Kings Hwy	Jenkins Rd	WB	IN	NO	630	5	0.79%	5%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	1	0.03%	5%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	5	0.17%	5%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	NO	2000	5	0.25%	18%
	Jenkins Rd	Hartman Rd	WB	IN	NO	2000	17	0.85%	18%
	I-95	Jenkins Rd	EB	IN	NO	2000	19	0.95%	20%
	I-95	Jenkins Rd	WB	OUT	NO	2000	5	0.25%	20%
	Kings Hwy	I - 95	EB	OUT	NO	2000	11	0.55%	40%
	Kings Hwy	I - 95	WB	IN	NO	2000	38	1.90%	40%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	3	0.28%	3%
	Campbell Rd	Kings Hwy	WB	OUT	NO	1070	1	0.09%	3%
Jenkins Rd	Okeechobee Rd	Graham Rd	NB	IN	NO	920	1	0.11%	1%
	Okeechobee Rd	Graham Rd	SB	OUT	NO	920	0	0.00%	1%
	Graham Rd	Peterson Rd	NB	OUT	NO	630	1	0.16%	5%
	Graham Rd	Peterson Rd	SB	IN	NO	630	5	0.79%	5%
	Peterson Rd	Orange Ave	NB	OUT	NO	920	1	0.11%	3%
	Peterson Rd	Orange Ave	SB	IN	NO	920	3	0.33%	3%
Okeechobee Rd	McCarty Rd	Florida Turnpike/ Kings Hwy	EB	IN	NO	1810	5	0.28%	5%
	McCarty Rd	Florida Turnpike/ Kings Hwy	WB	OUT	NO	1810	1	0.06%	5%
	Kings Hwy	I - 95	EB	OUT	NO	4170	8	0.19%	30%
	Kings Hwy	I - 95	WB	IN	NO	4170	28	0.67%	30%
	I - 95	Jenkins Rd	EB	OUT	NO	4240	3	0.07%	10%
	I - 95	Jenkins Rd	WB	IN	NO	4240	9	0.21%	10%
	Jenkins Rd	McNeil Ave	EB	OUT	NO	4040	3	0.07%	11%
	Jenkins Rd	McNeil Ave	WB	IN	NO	4040	10	0.25%	11%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	7320	19	0.26%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	7320	5	0.07%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	5	0.07%	20%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	19	0.26%	20%

(1) FDOT 2012 Service Capacity Tables & St. Lucie TPO

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	121
Net In:	94
Net Out:	27

TABLE 5b - Project Percent Impact - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	NO	1800	19	1.06%	40%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	NO	1800	50	2.78%	40%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	1800	22	1.22%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	1800	56	3.11%	45%
	Graham Rd	Picos Rd	NB	OUT	YES	1800	56	3.11%	45%
	Graham Rd	Picos Rd	SB	IN	NO	1800	22	1.22%	45%
	Picos Rd	Orange Ave	NB	OUT	YES	1800	56	3.11%	45%
	Picos Rd	Orange Ave	SB	IN	NO	1800	22	1.22%	45%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	NO	630	6	0.95%	5%
	Kings Hwy	Jenkins Rd	WB	IN	NO	630	2	0.32%	5%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	6	0.20%	5%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	2	0.07%	5%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	NO	2000	22	1.10%	18%
	Jenkins Rd	Hartman Rd	WB	IN	NO	2000	9	0.45%	18%
	I-95	Jenkins Rd	EB	OUT	NO	2000	25	1.25%	20%
	I-95	Jenkins Rd	WB	IN	NO	2000	10	0.50%	20%
	Kings Hwy	I - 95	EB	OUT	NO	2000	50	2.50%	40%
	Kings Hwy	I - 95	WB	IN	NO	2000	19	0.95%	40%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	1	0.09%	3%
	Campbell Rd	Kings Hwy	WB	OUT	NO	1070	4	0.37%	3%
Jenkins Rd	Okeechobee Rd	Graham Rd	NB	IN	NO	920	0	0.00%	1%
	Okeechobee Rd	Graham Rd	SB	OUT	NO	920	1	0.11%	1%
	Graham Rd	Peterson Rd	NB	OUT	NO	630	6	0.95%	5%
	Graham Rd	Peterson Rd	SB	IN	NO	630	2	0.32%	5%
	Peterson Rd	Orange Ave	NB	OUT	NO	920	4	0.43%	3%
	Peterson Rd	Orange Ave	SB	IN	NO	920	1	0.11%	3%
Okeechobee Rd	McCarty Rd	Florida Turnpike/ Kings Hwy	EB	IN	NO	1810	2	0.11%	5%
	McCarty Rd	Florida Turnpike/ Kings Hwy	WB	OUT	NO	1810	6	0.33%	5%
	Kings Hwy	I - 95	EB	OUT	NO	4170	37	0.89%	30%
	Kings Hwy	I - 95	WB	IN	NO	4170	14	0.34%	30%
	I - 95	Jenkins Rd	EB	OUT	NO	4240	12	0.28%	10%
	I - 95	Jenkins Rd	WB	IN	NO	4240	5	0.12%	10%
	Jenkins Rd	Virginia Ave	EB	OUT	NO	4040	14	0.35%	11%
	Jenkins Rd	Virginia Ave	WB	IN	NO	4040	5	0.12%	11%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	7320	10	0.14%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	7320	25	0.34%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	25	0.34%	20%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	10	0.14%	20%

(1) FDOT 2012 Service Capacity Tables & St. Lucie TPO

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	172
Net In:	48
Net Out:	124

TABLE 6a - 5-Year Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2019	2019 Peak Hour Directional Volumes	Growth Rate (2)	2025 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2025 Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Kings Hwy	Crossroads Pkwy	Graham Rd	NB	IN	YES	7286	374	2.25%	447	203	650	1800	42	692	2.33%	YES	45%

(1) St. Lucie County 2019 Traffic Counts and LOS Report

(2) Area wide growth rate calculated from FDOT Historical AADT

Two-Way:	121
Net In:	94
Net Out:	27
Years Grown:	8

TABLE 6b - 5-Year Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2019	2019 Peak Hour Directional Volumes	Growth Rate (2)	2025 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2025 Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Kings Hwy	Crossroads Pkwy	Graham Rd	NB	IN	YES	7286	374	2.25%	447	94	541	1800	22	563	1.22%	YES	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	7286	374	2.25%	447	214	661	1800	56	717	3.11%	YES	45%
	Graham Rd	Picos Rd	NB	OUT	YES	8216	369	2.25%	441	94	535	1800	56	591	3.11%	YES	45%
	Picos Rd	Orange Ave	NB	OUT	YES	8216	389	2.25%	465	202	667	1800	56	723	3.11%	YES	45%

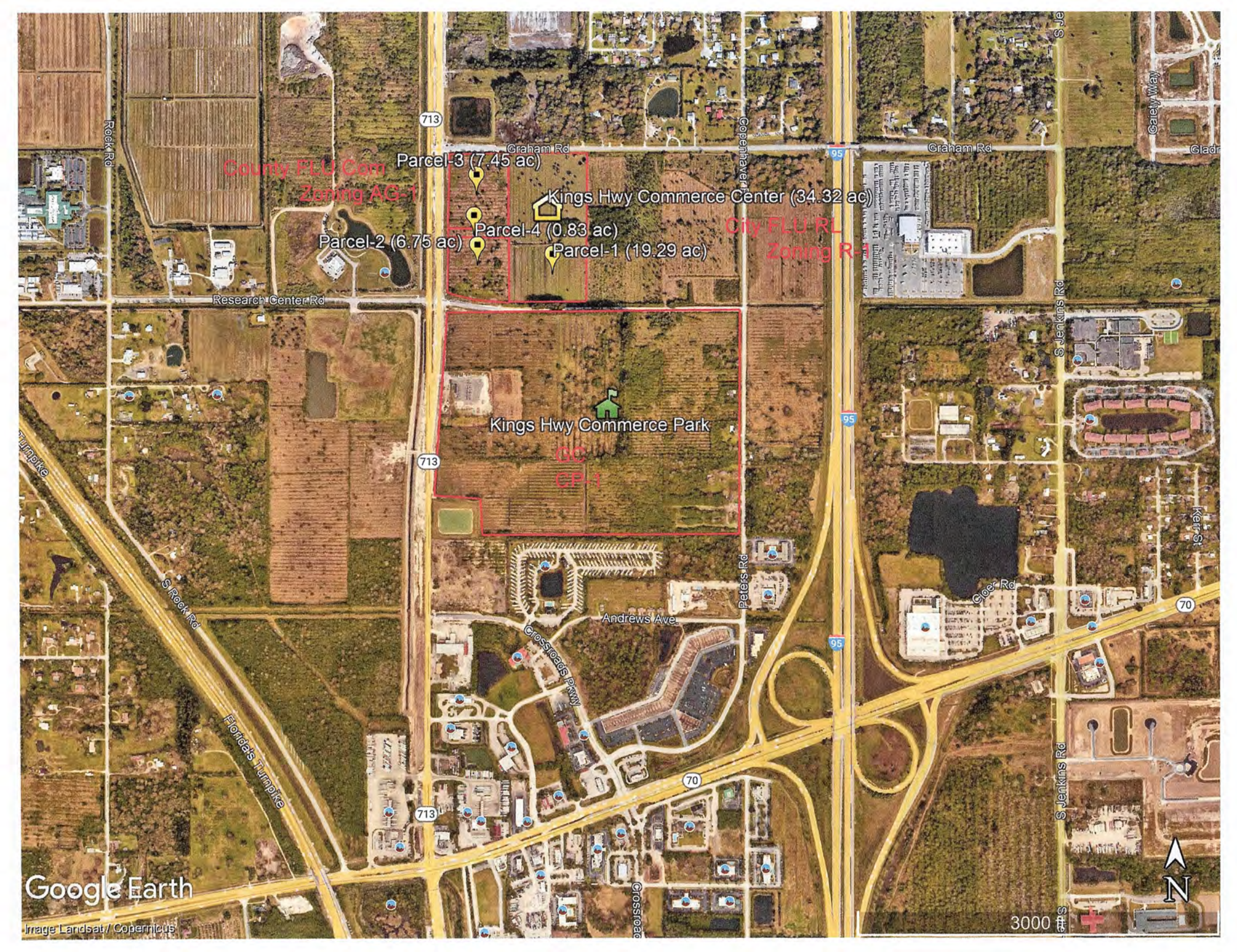
(1) St. Lucie County 2019 Traffic Counts and LOS Report

(2) Area wide growth rate calculated from FDOT Historical AADT

Two-Way:	172
Net In:	48
Net Out:	124
Years Grown:	8

APPENDIX A

SITE DATA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Kings Hwy Commerce Center (34.32 ac)
Parcel-4 (0.83 ac)
Parcel-2 (6.75 ac)
Parcel-1 (19.29 ac)
County FLU Com
Zoning AG-1
City FLU RL
Zoning R-1
Kings Hwy Commerce Park
GC
CP-1
Graham Rd
Research Center Rd
Rock Rd
S Rock Rd
Florida's Turnpike
Andrews Ave
Crossroads Pkwy
Peters Rd
Cloer Rd
S Jenkins Rd
Kerr St
Gatey Way
713
95
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Google Earth
Image Landsat / Copernicus
3000 ft
N

APPENDIX B

Roadway Details

LRTP Model Data

St. Lucie County 5-Year TIP

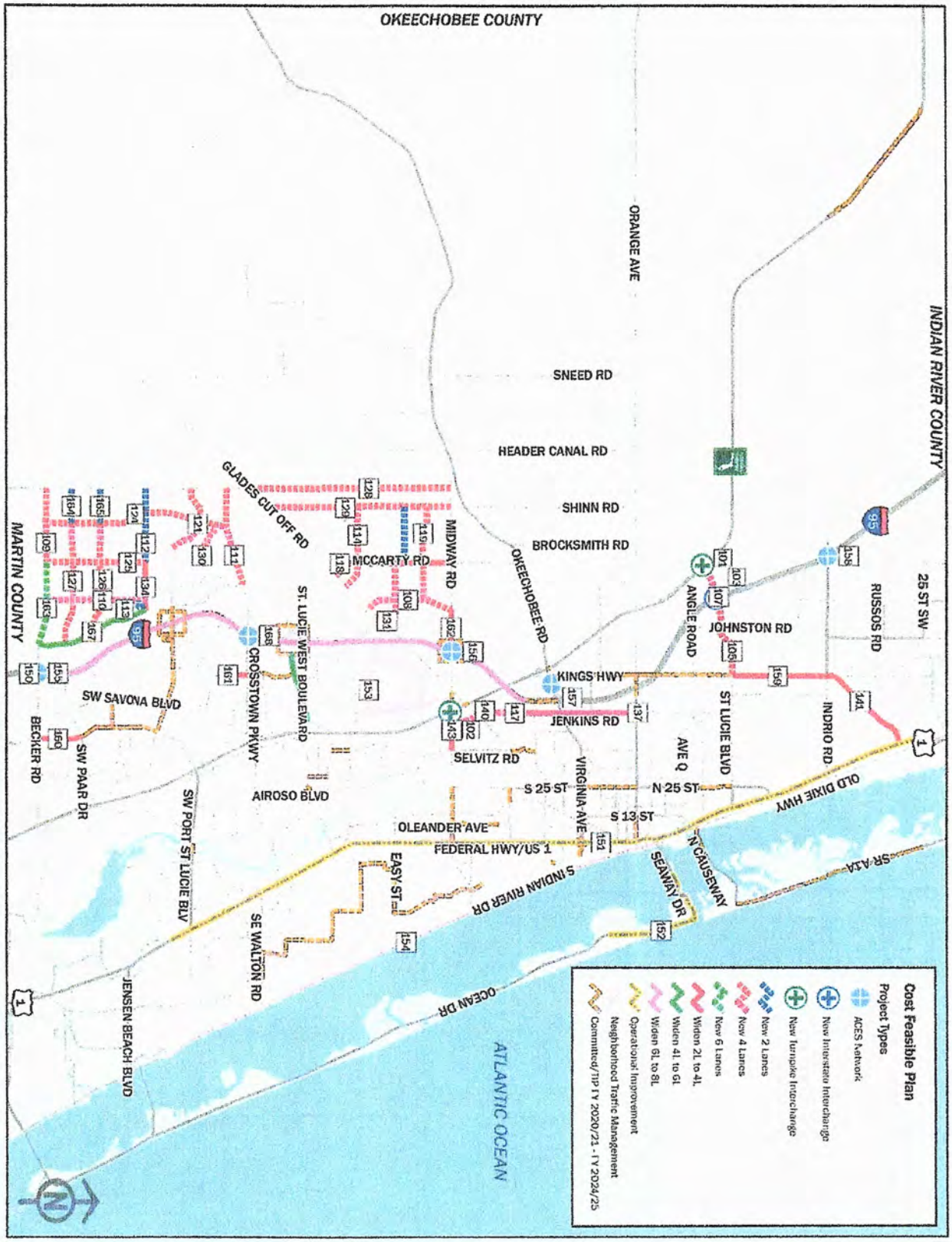


Figure 1. Cost Feasible Plan -- Project Types

St Lucie TPO 2040 LRTP
CF 2040 Final - Volume Smoothing

Segment ID	On Street	From	To	Juris.	Lanes and Type	Volume Smoothing Method	Default Smoothing Method	Validation Year Count Volume	Validation Year Model Volume	Raw Model Volume	Selected Volume	Difference between Selected and VYCV	Difference between Selected and Raw	% AGR	(C) Raw AADT	(D) Difference Method	(E) Ratio Method	(F) Average Method
11100	2ND ST	CITRUS AVE	ORANGE AVE	CR	2U	D	C	2,400	0	1,365	3,629	1,229	2,400	2,787	1,229	3,629	#DIV/0!	#DIV/0!
11110	2ND ST	ORANGE AVE	AVENUE A	CR	2U	D	C	1,800	0	2,132	3,719	1,919	1,800	2,091	1,919	3,719	#DIV/0!	#DIV/0!
1200	7TH ST	SUNRISE BLVD	GEORGIA AVE	CR	2U	C	D	1,425	4743	4,719	4,247	2,822	0	1,655	4,247	939	1,361	1,145
1310	7TH ST	GEORGIA AVE	DELAWARE AVE	CR	2U	C	D	2,500	8655	6,195	5,576	3,076	0	2,904	5,576	-579	1,716	569
1320	7TH ST	DELAWARE AVE	CITRUS AVE	CR	2U	C	D	3,300	9348	7,671	6,904	3,604	0	3,833	6,904	856	2,600	1,728
1330	7TH ST	CITRUS AVE	ORANGE AVE	CR	2U	C	D	3,300	8979	6,617	5,955	2,655	0	3,833	5,955	276	2,335	1,306
1340	7TH ST	ORANGE AVE	AVENUE C	CR	2U	C	D	3,400	8295	6,087	5,481	2,081	0	3,949	5,481	568	2,387	1,477
1350	7TH ST	AVENUE C	AE BACKUS AVE	CR	2U	C	D	2,955	9769	9,644	8,680	5,730	0	3,428	8,680	1,851	2,796	2,326
1360	7TH ST	AE BACKUS AVE	AVENUE D	CR	2U	C	D	2,950	8573	5,696	5,090	2,140	0	3,428	5,090	-531	1,668	661
1370	7TH ST	AVENUE D	AVENUE H	CR	2U	C	D	2,500	11085	8,658	5,992	3,492	0	2,904	5,992	-2,593	1,442	-576
11400	10TH ST	DELAWARE AVE	ORANGE AVE	CR	2U	D	D	1,100	1141	2,044	1,798	698	-41	1,278	1,839	1,798	1,891	1,845
11410	10TH ST	ORANGE AVE	AVENUE C	CR	2U	D	D	1,100	2778	4,415	2,296	1,196	-1,678	1,278	3,973	2,296	1,678	1,987
11420	10TH ST	AVENUE C	AVENUE D	CR	2U	C	D	1,100	1425	1,476	1,328	228	0	1,278	1,328	1,003	1,044	1,049
1060 *	13TH ST	VIRGINIA AVE	NEBRASKA AVE	CR	2U	D	D	7,000	5161	6,185	7,388	388	1,819	8,130	5,549	7,388	7,967	7,685
1060.2	13TH ST	NEBRASKA AVE	GEORGIA AVE	CR	2U	D	D	7,000	6899	6,782	7,987	987	101	8,130	7,886	7,987	8,535	8,261
1010	13TH ST	GEORGIA AVE	DELAWARE AVE	CR	2U	C	D	6,200	7452	8,177	7,360	1,160	0	7,201	7,360	6,108	6,531	6,319
1020	13TH ST	DELAWARE AVE	ORANGE AVE	CR	2U	D	D	5,700	6473	8,287	6,667	967	-773	6,620	7,440	6,667	6,985	6,825
1030.1	13TH ST	ORANGE AVE	AVENUE B	CR	2U	D	E	4,620	6332	10,495	7,914	3,114	-1,532	5,575	9,446	7,914	7,638	7,776
1030.2	13TH ST	AVENUE B	AVENUE D	CR	2U	D	D	4,600	6263	9,030	6,464	1,864	-1,663	5,342	8,127	6,464	6,387	6,425
1040.11	13TH ST	AVENUE D	AVENUE H	CR	2U	D	D	4,400	5974	7,881	5,519	1,119	-1,574	5,110	7,053	5,519	5,572	5,545
1040.12	13TH ST	AVENUE H	AVENUE I	CR	2U	D	D	4,400	5326	7,300	5,744	1,344	-926	5,110	6,570	5,744	5,900	5,822
1040.13	13TH ST	AVENUE I	AVENUE O	CR	2U	D	D	4,400	5238	6,976	5,440	1,040	-838	5,110	6,276	5,440	5,625	5,533
1040.2	13TH ST	AVENUE O	AVENUE Q	CR	2U	C	C	0	890	1,092	989	989	0	0	989	0	0	0
9490	17TH ST	GEORGIA AVE	DELAWARE AVE	CR	2U	D	C	2,400	0	2,041	4,237	1,837	2,400	2,787	1,837	4,237	#DIV/0!	#DIV/0!
9500	17TH ST	DELAWARE AVE	ORANGE AVE	CR	2U	D	D	6,100	7756	9,427	6,826	726	-1,658	7,085	8,484	6,826	7,116	6,971
9510	17TH ST	ORANGE AVE	AVENUE D	CR	2U	D	D	5,000	4194	6,844	6,998	1,998	806	5,807	6,160	6,998	7,833	7,400
9520	17TH ST	AVENUE D	AVENUE Q	CR	2U	C	D	3,900	4474	4,785	4,289	389	0	4,529	4,289	3,715	3,985	3,851
1110	25TH ST	MIDWAY RD	BELL AVE	CR	4D	D	D	16,100	11334	18,890	21,767	5,667	4,766	18,699	17,001	21,767	25,760	23,764
1120	25TH ST	BELL AVE	EDWARDS RD	CR	4D	D	D	18,500	9880	17,316	24,204	5,704	6,620	21,486	15,564	24,204	31,126	27,665
1130 *	25TH ST	EDWARDS RD	CORTEZ BLVD	SR	4D	F	F	18,100	12454	21,245	27,203	9,103	6,083	21,021	19,120	24,768	29,641	27,203
1139.2	25TH ST	CORTEZ BLVD	VIRGINIA AVE	SR	4D	F	F	21,500	12595	19,160	28,774	7,274	11,530	24,973	17,244	28,148	31,395	29,774
1140.1	25TH ST	VIRGINIA AVE	NEBRASKA AVE	SR	4D	F	F	23,000	9470	14,978	30,320	7,320	17,200	26,712	13,120	28,650	33,990	30,320
1140.2	25TH ST	NEBRASKA AVE	OKEECHOBEE RD	SR	4D	F	F	23,000	10644	17,518	31,563	8,563	15,817	26,712	15,786	27,822	35,343	31,583
1150	25TH ST	OKEECHOBEE RD	GEORGIA AVE	SR	4D	F	F	23,000	11962	18,378	30,751	7,751	14,210	26,712	16,540	27,978	33,623	30,751
1160	25TH ST	GEORGIA AVE	DELAWARE AVE	SR	4D	F	F	21,300	10131	17,953	31,780	10,480	15,623	24,738	16,157	27,326	36,235	31,780
1170	25TH ST	DELAWARE AVE	ORANGE AVE	SR	4D	F	F	19,600	10354	17,769	28,764	9,164	12,772	22,763	15,992	25,238	32,290	28,764
1180	25TH ST	ORANGE AVE	AVENUE D	SR	4D	F	F	17,000	11791	18,491	23,722	6,722	7,080	19,744	16,542	21,851	26,594	23,722
1190.1	25TH ST	AVENUE D	AVENUE Q	SR	4D	F	F	15,600	9253	17,373	26,050	9,450	9,415	18,118	15,238	21,993	28,118	26,050
1190.2	25TH ST	AVENUE Q	JUANITA AVE	SR	4D	F	F	14,200	9211	18,272	24,238	10,038	7,793	16,490	16,445	21,434	27,042	24,238
1200	25TH ST	JUANITA AVE	ST LUCIE BLVD	SR	4D	F	F	11,150	6385	12,690	18,734	7,584	7,310	12,953	11,424	15,199	21,276	18,734
1210	25TH ST	ST LUCIE BLVD	US 1	SR	4D	C	C	5,100	0	10,029	9,018	3,918	0	5,923	9,018	16,116	#DIV/0!	#DIV/0!
24300	29TH ST	ORANGE AVE	AVENUE D	CR	2U	D	C	3,400	0	3,193	6,274	2,874	3,400	3,949	2,874	6,274	#DIV/0!	#DIV/0!
24310	29TH ST	AVENUE D	AVENUE Q	CR	2U	D	C	3,400	0	1,412	4,671	1,271	3,400	3,949	1,271	4,671	#DIV/0!	#DIV/0!
1490	33RD ST	OKEECHOBEE RD	DELAWARE AVE	CR	2U	D	D	6,400	5146	7,658	8,144	1,744	1,254	7,433	6,890	8,144	9,140	8,642
1500	33RD ST	DELAWARE AVE	ORANGE AVE	CR	2U	D	D	8,600	7960	11,204	8,724	2,124	-1,389	7,685	10,054	8,724	8,918	8,821
9610	35TH ST	KIRBY LOOP RD	CORTEZ BLVD	CR	2U	D	D	5,400	787	3,896	8,119	2,719	4,613	6,272	3,506	8,119	25,663	16,891
9620	35TH ST	CORTEZ BLVD	VIRGINIA AVE	CR	2U	D	D	5,400	4696	9,140	8,930	3,530	704	6,272	8,226	8,930	10,089	9,509
9630	35TH ST	VIRGINIA AVE	OKEECHOBEE RD	CR	2U	G	D	4,000	2748	4,534	5,336	1,336	1,255	4,646	4,081	5,336	6,343	5,839
25800	53RD ST	ANGLE RD	JUANITA AVE	CR	2U	D	D	2,200	3309	5,339	3,788	1,588	-1,909	2,555	4,797	3,788	3,598	3,693
9600	AE BACKUS AVE	7TH ST	US 1	CR	2U	D	D	600	1258	4,043	3,181	2,381	-458	829	3,639	3,181	2,468	2,824
25935	AE BACKUS AVE	US 1	INDIAN RIVER DR	CR	2U	C	C	700	0	4,502	4,106	3,406	0	813	4,106	4,606	#DIV/0!	#DIV/0!
1400	AIROSO BLVD	PORT ST LUCIE BLVD	THORNHILL DR	CR	4D	U	D	15,600	10404	11,375	18,118	2,518	7,678	18,118	10,240	15,456	18,378	15,907
1410	AIRORO BLVD	THORNHILL DR	CROSSTOWN PKWY	CR	4D	D	D	14,020	11278	18,040	17,192	3,172	2,752	16,294	14,440	17,192	19,161	18,177
1420	AIRORO BLVD	CROSSTOWN PKWY	PRIMA VISTA BLVD	CR	4D	D	D	12,413	10069	18,097	18,622	6,209	2,344	14,416	16,278	18,622	21,405	20,014
1430	AIRORO BLVD	PRIMA VISTA BLVD	FLORESTA DR	CR	4D	D	D	11,924	5203	9,567	15,349	3,425	6,721	13,849	8,628	15,349	21,597	18,220
1442	AIRORO BLVD	FLORESTA DR	ST JAMES DR	CR	4D	D	D	15,433	11232	16,414	18,074	2,641	4,201	17,924	13,873	19,074	20,332	19,203
7836.4	AIRPORT CONNECTOR	FL TURNPIKE W RAMP	I-95	CR	4D	C	#N/A	0	0	22,855	20,570	20,570	0	0	20,570	0	0	0
25910	ALCANTARRA BLVD	SAVONA BLVD	PORT ST LUCIE BLVD	CR	2U	C	D	3,300	5793	5,664	5,089	1,789	0	3,633	5,089	2,999	3,202	2,844
1510	ANGLE RD	ORANGE AVE	AVENUE D	CR	2U	D	D	9,200	9547	13,161	11,498	2,298	-347	10,685	11,845	11,498	12,175	11,837
1520.1	ANGLE RD	AVENUE D	AVENUE Q	CR	2U	D	D	8,876	9233	12,339	11,748	2,872	643	10,309	11,105	11,748	12,771	12,259
1520.21	ANGLE RD	AVENUE Q	53RD ST	CR	2U	D	D	6,600	6972	10,647	9,210	2,610	-372	7,665	9,582	9,210	9,575	9,443
1520.22	ANGLE RD	53RD ST	KEEN RD	CR	2U	D	D	5,450	7617	12,827	8,377	3,927	-2,167	6,330	11,544	8,377	8,811	8,594
1530	ANGLE RD	KEEN RD	KINGS HWY	CR	2U	D	D	4,300	5702	10,793	8,312	4,012	-1,402	4,994	9,714	8,312	7,814	8,063
1542	ANGLE RD	KINGS HWY	JOHNSTON RD	CR	2U	D	D	2,700	3178	4,302	3,394	694	-478	3,136	3,672	3,394	3,509	3,452
1550.11	ANGLE RD	JOHNSTON RD	FLORIDAS TURNPIKE	CR	2U	D	D	1,000	1266	2,101	1,605	605	-266	1,161	1,891	1,605	1,568	1,587
1550.12	ANGLE RD	FLORIDAS TURNPIKE	1/2 MILE OF GODWIN RD	CR	2U	U	D	1,000	343	250	1,161	161	936	1,161	225	882	700	791
1550.2	ANGLE RD	1/2 MILE OF GODWIN RD	GODWIN RD	CR	2U	U	D	1,000	343	250	1,161	161	936	1,161	225	882	700	791
9150	ARTERIAL A	GLADES CUT-OFF RD	MIDWAY RD	CR	4D	C	C	0	0	2,663	2,397	2,397	0	0	2,397	0	0	0
1800	AVENUE A	17TH ST	US 1	CR	2D	C	D	1,700	3302	2,841	2,557	857	0	1,974	2,557	995	1,404	1,180
1910	AVENUE A	US 1	INDIAN RIVER DR	CR	2U	C	D	1,650	4166	2,631	2,367	517	0	2,149	2,367	51	1,121	586
9900	AVENUE B	13TH ST	19TH ST	CR	2U	C	C	350	0	2,157	1,941	1,591	0	406	1,941	2,591	#DIV/0!	#DIV/0!
9910	AVENUE C	10TH ST	7TH ST	CR	2U	D	D	575	1992	4,543	2,671	2,096	-1,417	668	4,088	2,671	1,299	1,985
1791	AVENUE D	ANGLE RD	29TH ST	CR	2U	U	D	5,000	1113	1,035	5,807	807	4,875	5,807	932	4,818	4,468	4,644
1700	AVENUE D	29TH ST	25TH ST	CR	2U	D	D	4,900	1134	1,959	5,826	926	3,766	5,591	1,760	5,826	8,110	6,968
1710	AVENUE D	25TH ST	17TH ST	CR	2U	D	D	4,900	1435	1,838	5,119	219	3,465	5,69*	1,654	5,119	6,025	5,572
1720	AVENUE D	17TH ST	13TH ST	CR	2U	U	D	4,650	2718	2,432	5,401	751	3,207	5,401	2,194	4,126	4,004	4,065
1730.1	AVENUE D	13TH ST	10TH ST	CR	2U	U	D	4,600	3205	3,532	5,342	742	2,164	5,342	3,179	4,674	4,667	4,720
1730.2	AVENUE D	10TH ST	7TH ST	CR	2U	U	D	2,700	3872	4,394	3,136	436	-818	3,136	3,954	2,782	2,941	2,862
1740	AVENUE D	7TH ST	US 1	CR	2U	U	D	2,700	5529	3,238	3,136	436	-222	3,136	2,914	66	1,518	802
25700	AVENUE H	13TH ST	7TH ST	CR	2U	C	C	2,100	0	2,973	2,673	573	0	2,439	2,673	4,773	#DIV/0!	#DIV/0!
25710	AVENUE H	7TH ST	US 1	CR	2U	C	C	1,200	0	8,966	7,709	6,509	0	1,394	7,709	9,909	#DIV/0!	#DIV/0!
24400	AVENUE I	25TH ST	17TH ST	CR	2U	U	D	2,800	3075	3,264	3,368	568	1,042	3,368	2,326	2,151	2,238	2,245
24410	AVENUE I	17TH ST	13TH ST	CR	2U	D	D	2,900	1881	2,783	3,429	529	918	3,368	2,510	3,429	3,920	3,674
9400	AVENUE O	13TH ST	US 1	CR	2U	D	D	1,750	7363	8,617	2,142	392	-5,613	2,032	7,755	2,142	1,996	2,054
9320	AVENUE Q	ANGLE RD	25TH ST	CR	2U	D	D	3,800	2204	3,947	5,148	1,348	1,996	4,413	3,552	5,148	6,533	5,841
9310	AVENUE Q	25TH ST	17TH ST	CR	2U	D	D	3,400	1897	2,156	3,445	45	1,593	3,948	1,542	3,445	3,713	3,579
9320	AVENUE Q	17TH ST	13TH ST	CR	2U	D	D	3,400	1061	1,316	3,529	129	2,339	3,545	1,186	3,205	4,054	3,769
1500	BAYSHORE BLVD	MOUNTWELL ST	PORT ST LUCIE BLVD	CR	2U	D	D	5,300	10754	15,512	8,507	3,207	-5,454	6,155	13,961	8,507	7,339	7,923
1610	BAYSHORE BLVD	PORT ST LUCIE BLVD	THORNHILL DR	CR	4D	D	D	22,000	22150	38,678	32,800	10,800	-150	25,551	33,510	32,800	34,972	33,916
1620	BAYSHORE BLVD	THORNHILL DR	CROSSTOWN PKWY	CR	4D	D	D	21,000	16686	27,357	29,355	8,355	4,734	24,389	24,621	29,355	33,906	31,630
1630	BAYSHORE BLVD	CROSSTOWN PKWY	PRIMA VISTA BLVD	CR	4D	D	D	23,750	15588	24,956	30,625	6,875	6,864	27,583	22,481	30,625	35,508	33,066
1640	BAYSHORE BLVD	PRIMA VISTA BLVD	FLORESTA DR	CR	2U	D	D	14,500	11976	16,127	17,036	2,536	2,522	16,640	14,514	17,036	18,742	17,889
1650	BAYSHORE BLVD	FLORESTA DR	SELVITZ RD	CR	2U	D	D	12,000	6616	11,692	13,907	1,907	3,384	13,937	10,523	13,907	15,633	14,770
1660	BAYSHORE BLVD	SELVITZ RD	25TH ST	CR	2U	U	D	6,000	4148	4,318	6,966	966	3,033	6,966	3,886	5,740	5,998	5,869
10000	BEACH AVE	OLEANDER AVE	RIO MAR DR	CR	2U	D	D	3,000	1768	2,416	3,408	408	1,232	3,484	2,174	3,408	3,935	3,670
10005	BEACH AVE	RIO MAR DR	CAMINO	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
1900.22	BECKER RD	VILLAGE PKWY	COMMUNITY BLVD	CR	4D	C	C	0	0	21,210	19,089	19,089	0	0	19,089	0	0	0
1900.23	BECKER RD	COMMUNITY BLVD	N-S ROAD B	CR	4D	C	C	0	0	6,693	5,934	5,934	0	0	5,934	0	0	0
1900.24	BECKER RD	N-S ROAD B	N-S ROAD A	CR	4D	C	C	0	0	6,761	6,085	6,085	0	0	6,085	0	0	0
1900.21	BECKER RD	VILLAGE PKWY	I-95	CR	6D	C	C	11,500	2	35,550	31,995	20,495	0	13,356	31,995	43,453	#DIV/0!	#DIV/0!
1900.25	BECKER RD	N-S ROAD A	RANGE LINE RD	CR	4D	C	C	0	0	3,332	2,999	2,999	0	0	2,999	0	0	0
1900.3	BECKER RD	I-95	SAVONA BLVD	CR	4D	D	D	6,900	15553	25,380	25,171	18,271	-6,653	10,336	31,024	25,171	19,425	22,298
1910	BECKER RD	SAVONA BLVD	PORT ST LUCIE BLVD	CR	4D	D	D	5,700	6884	20,266	17,055	11,355	-1,184	6,620	18,239	17,055	16,109	16,582
1920.2	BECKER RD	PORT ST LUCIE BLVD	ALBACORE ST	CR	4D	D	D	3,500	6290	17,752	15,179	9,679	-796	6,386	15,977	15,179	14,883	15,031
1930.1	BECKER RD	ALBACORE ST	DARWIN BLVD	CR	4D	D	D	5,500	6971	16,184	13,077	7,577	-571	6,386	13,648	13,077	13,168	13,122
1930.12	BECKER RD	DARWIN BLVD	ATHENA DR	CR	4D	D	D	11,200	9686	19,022	18,634	7,434	1,514	13,008	17,120	18,634	21,115	19,875
1930.11	BECKER RD	ATHENA DR	FLORIDAS TURNPIKE	CR	4D	D	D	11,000	11499	21,917	19,226	8,226	-499	12,775	19,725	19,226	20,127	19,677
1930.2	BECKER RD	FLORIDAS TURNPIKE	SOUTHBEND BLVD	CR	4D	D	D	9,500	11239	16,609	12,596	3,096	-1,720	11,033	14,316	12,596	12,932	12,765
1940	BECKER RD	SOUTHBEND BLVD	GILSON RD	CR	2U	D	D	7,050	12243	16,787	9,924	2,874	-5,193	8,186	16,117	9,924	9,265	9,595
2000	BELL AVE	25TH ST	SUNRISE BLVD	CR	2U	D	D	3,000	3128	5,023	4,396	1,396	-125	3,484	4,521	4,396	4,630	4,513
2010	BELL AVE	SUNRISE BLVD	OLEANDER AVE	CR	2U	D	D	3,000	2956	4,605	4,191	1,191	44	3,484	4,147	4,191	4,489	4,340
26930	BINNEY DR	SR A1A S (SEAWAY)	SR A1A S (OCEAN)	CR	2U	C	C	0	0	3,112	2,801	2,801	0	0	2,801	0	0	0
22815.1	BLANTON BLVD	TORINO PKWY	VOLUCIA DR	CR	2U	C	C	0	1220	1,561	1,405	1,405	0	0	1,405	0	0	0
22815.2	BLANTON BLVD	VOLUCIA DR	EAST TORINO PKWY	CR	2U	C	C	0	2571	4,546	4,091	4,091	0	0	4,091	0	0	0

Segment ID	On Street	From	To	Juris.	Lanes and Type	Volume Smoothing Method	Default Smoothing Method	Validation Year Count Volume	Validation Year Model Volume	Raw Model Volume	Selected Volume	Difference between Selected and VYCV	Difference between Selected and Raw	% AGR	(C) Raw AADT	(D) Difference Method	(E) Ratio Method	(F) Average Method
12100	BLUEFIELD RD	BLUEFIELD RANCH RD	OKEECHOBEE RD	CR	2U	C	C	0	0	47	47	47	0	0	47	0	0	0
2755	BUCHANAN DR	MIDWAY	WEATHERBEE	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
2750	BUCHANAN DR	EASY ST	MIDWAY RD	CR	2U	D	D	950	3053	4 140	1,623	673	-2 193	1 103	3 728	1,525	1 237	1,430
2100	CALIFORNIA BLVD	CAMEO BLVD	DEL RIO BLVD	CR	2U	D	D	5 900	5168	7 987	7 904	2 004	734	6,852	7 170	7 904	8 735	8 320
2120	CALIFORNIA BLVD	DEL RIO BLVD	CROSSTOWN PKWY	CR	2U	D	D	11 500	12316	17 434	14 375	2,875	-1 316	13,356	15 691	14 375	15 018	14 696
2130 1	CALIFORNIA BLVD	DEL RIO BLVD	SAVONA BLVD	CR	2U	D	D	11 000	6984	10 856	11 628	628	2,016	12 775	9 612	11 628	12 593	12 090
2130 2	CALIFORNIA BLVD	HEATHERWOOD BLVD	ST LUCIE WEST BLVD	CR	2U	U	D	11 600	13591	15 076	13 472	1 872	-96	13,472	13 568	11 577	12 353	11 965
2130 3	CALIFORNIA BLVD	SAVONA BLVD	DEL RIO BLVD	CR	2U	U	D	10 000	9699	7 888	11 814	1 814	4,425	11 814	7 189	7 490	7 906	7 698
2140	CALIFORNIA BLVD	ST LUCIE WEST BLVD	COUNTRY CLUB DR	CR	2U	D	D	7 000	9751	12 843	8 808	1 808	-2 751	9 130	11 559	8 808	8 851	8 829
2150	CALIFORNIA BLVD	UNIVERSITY BLVD	PEACOCK BLVD	CR	2U	D	D	5 600	5556	10 139	9 169	3 569	44	6 504	9 125	9 169	9 810	9 489
2130 1	CALIFORNIA BLVD	CROSSTOWN PKWY	HEATHERWOOD BLVD	CR	2U	D	D	11 500	15141	16 942	11 607	107	-3 641	13 356	15 245	11 607	12 353	11 980
2141	CALIFORNIA BLVD	COUNTRY CLUB DR	UNIVERSITY BLVD	CR	2U	C	C	0	9751	14 504	13 144	13,144	0	0	13 144	0	0	0
2160	CALIFORNIA BLVD	PEACOCK BLVD	TORINO PKWY	CR	2U	D	D	9,150	5501	10 239	12 864	3,714	3 649	10 627	9 215	12 864	18 350	14 607
24700	CAMEO BLVD	PORT ST LUCIE BLVD	CALIFORNIA BLVD	CR	2U	C	D	4,600	5808	5 968	5,371	771	0	5 342	5 371	4 353	4 699	4 531
24710	CAMEO BLVD	CALIFORNIA BLVD	CROSSTOWN PKWY	CR	2U	C	D	7 100	8107	8 702	7 835	735	0	6 246	7 835	6 828	7 319	7 073
18010	CAMINO ST	PRIMA VISTA	W OF US 1	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
25490	CAMPBELL RD	PICOS RD	ORANGE AVE	CR	2U	D	D	425	82	317	628	203	343	494	285	628	1 577	1 103
6300	CANE SLOUGH RD	US 1	LENNARD RD	CR	4D	D	D	9,249	6875	8 371	9 908	659	2 374	10 742	7,534	9 908	10 812	10 360
22950	CARLTON RD	GLADES CUT-OFF RD (N)	CARLTON RD (S)	CR	2U	C	D	300	189	211	302	2	112	348	190	302	323	313
22955	CARLTON RD	CARLTON RD (S)	OKEECHOBEE RD	CR	2U	C	D	475	547	577	519	44	0	552	519	447	481	464
2600 11	CASHMERE BLVD	DEL RIO BLVD	CROSSTOWN PKWY	CR	2U	C	D	6 400	10181	14 383	12 645	6 245	0	9 756	12 945	11 164	11 392	11 278
2600 12	CASHMERE BLVD	CROSSTOWN PKWY	HEATHERWOOD BLVD	CR	2U	C	D	10 600	15199	17 192	15 483	4 883	0	12 311	15 483	10 864	11 503	11 184
2600 2	CASHMERE BLVD	HEATHERWOOD BLVD	ST LUCIE WEST BLVD	CR	2U	C	D	10 600	9974	12 378	11 141	541	0	12 311	11 141	11 767	12 629	12 198
2210	CASHMERE BLVD	ST LUCIE WEST BLVD	PEACOCK BLVD	CR	2U	C	D	8,750	5300	10 684	9 886	1 136	0	10 182	9 886	12 336	14 645	13 490
11300	CASHMERE BLVD	PEACOCK BLVD	TORINO PKWY	CR	2U	C	D	7 400	8420	10 983	9 886	2 486	0	8 594	9 886	9 886	9 296	9 066
2300	CITRUS AVE	7TH ST	US 1	CR	2U	D	D	950	258	476	1 120	170	662	1 103	426	1 120	1 863	1 492
2310 1	CITRUS AVE	US 1	2ND ST	CR	4U	U	D	4 900	6570	4 670	5 691	791	1 468	5 691	4 203	3 533	3 344	3 438
2310 2	CITRUS AVE	2ND ST	INDIAN RIVER DR	CR	2U	U	D	4 100	9311	4 295	4 762	662	905	4 762	3 857	1 646	2 672	2 159
2690	CITRUS AVE (SLC)	SAEGER AVE	MIDWAY RD	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
9130	COMMERCE CENTER DR	CROSSTOWN PKWY	ST LUCIE WEST BLVD	CR	4D	D	C	1 100	0	1 048	2 043	943	1 100	1 278	943	2 043	#DIV/0!	#DIV/0!
9149	COMMERCE CENTER DR	ST LUCIE WEST BLVD	GLADES CUT-OFF RD	CR	2U	D	D	3 600	692	10,450	12 313	8 713	2 908	4 181	9 405	12 313	52 192	32 253
24710	COMMUNITY BLVD	WESTCLIFFE LN	TRADITION PKWY	CR	4D	D	D	2,300	1050	4 415	5 183	2 883	1 210	2 671	3 973	5 183	8 643	7 063
24000	COMMUNITY BLVD	TRADITION PKWY	DISCOVERY WAY	CR	2D	C	C	0	909	7 937	7 143	7 143	0	0	7 143	0	0	0
24001	COMMUNITY BLVD	DISCOVERY WAY	OPEN VIEW (WEST)	CR	4D	C	C	0	0	15 050	13 545	13 545	0	0	13 545	0	0	0
24002	COMMUNITY BLVD	OPEN VIEW (WEST	PAAR (WEST)	CR	4D	C	C	0	0	5 026	4 559	4 559	0	0	4 559	0	0	0
24003	COMMUNITY BLVD	PAAR (WEST)	BECKER RD	CR	4D	C	C	0	0	4 001	3 600	3 600	0	0	3 600	0	0	0
9800	CORTEZ BLVD	35TH ST	25TH ST	CR	2U	D	D	1 800	1059	3 726	4 057	2 257	701	2 051	3 356	4 057	5 882	4 960
9810	CORTEZ BLVD	25TH ST	SUNRISE BLVD	CR	2U	D	D	2 400	436	846	2 725	325	1 964	2 787	781	2 725	4 471	3 553
9960	COUNTRY CLUB DR	ST LUCIE WEST BLVD	CALIFORNIA BLVD	CR	4D	C	C	6 000	0	1 781	7 585	1 585	6 000	6 968	1 585	7 585	#DIV/0!	#DIV/0!
23550	CROSSROADS PKWY	OKEECHOBEE RD	KINGS HWY	CR	2U	C	C	550	0	3 255	2 930	2 380	0	639	2 930	3 480	#DIV/0!	#DIV/0!
23561	CROSSTOWN PKWY	RANGE LINE RD	N-S ROAD A	CR	4D	C	C	0	0	7 293	6 537	6 537	0	0	6 537	0	0	0
23562	CROSSTOWN PKWY	N-S ROAD A	VILLAGE PKWY	CR	4D	C	C	0	0	21 939	19 475	19 475	0	0	19 475	0	0	0
23560	CROSSTOWN PKWY	VILLAGE PKWY	COMMERCE CTR DR	CR	4D	D	D	5 400	4131	34 504	32 682	27 282	1 269	6 272	31 413	32 682	43 801	38 242
10270 1	CROSSTOWN PKWY	COMMERCE CTR DR	I-95	CR	6D	D	D	5 100	4712	36 316	34 674	29 774	388	5 923	34 466	34 674	39 814	37 244
10270 2	CROSSTOWN PKWY	I-95	CALIFORNIA BLVD	CR	6D	D	D	13,000	21634	47,593	34 199	21 199	-8 634	15 098	42 833	34 199	27 455	30 827
10280	CROSSTOWN PKWY	CALIFORNIA BLVD	CASHMERE BLVD	CR	6D	D	D	14 000	20153	37 110	27 240	13 240	-6 153	18 260	33 359	27 240	24 745	25 993
10290 1	CROSSTOWN PKWY	CASHMERE BLVD	CAMEO BLVD	CR	6D	D	D	16 500	26327	42 759	28 656	12 156	-9 827	19 193	33 483	28 656	25 727	27 191
10290 2	CROSSTOWN PKWY	CAMEO BLVD	BAYSHORE BLVD	CR	6D	D	D	20 000	28234	46 623	33 727	13 727	-6 234	23 228	41 961	33 727	31 708	32 718
10000	CROSSTOWN PKWY	BAYSHORE BLVD	AROSO BLVD	CR	6D	D	D	12 500	6813	29 589	29 299	16 799	2 687	14 518	26 612	29 299	36 158	32 729
10310 1	CROSSTOWN PKWY	AROSO BLVD	SANDIA DR	CR	6D	D	D	5 980	7082	28,886	23 065	17 115	-1 132	6 910	24 197	23 065	21 685	22 375
10310 2	CROSSTOWN PKWY	SANDIA DR	MANTH LN	CR	6D	D	D	5,557	7082	28,886	22 652	17 115	-1 515	6 466	24 197	22 652	20 289	21 486
10310 3	CROSSTOWN PKWY	MANTH LN	FLORESTA DR	CR	6D	D	D	4,350	4291	25,395	22 915	18 565	59	5 052	22 656	22 915	24 744	23 814
10315	CROSSTOWN PKWY	FLORESTA DR	CORAL REEF ST	CR	6D	C	C	0	0	40 093	36 074	36 074	0	0	36 074	0	0	0
10330	CROSSTOWN PKWY	CORAL REEF ST	US 1	CR	6D	C	C	0	0	40 293	36 264	36 264	0	0	36 264	0	0	0
3155	CURTIS ST	FLORESTA DR	PRIMA VISTA BLVD	CR	2U	C	C	0	2282	3 813	3 432	3 432	0	0	3 432	0	0	0
2400	DARWIN BLVD	BECKER RD	PAAR DR	CR	2U	D	D	5,000	6264	8 537	6 419	1 419	-1 264	5 607	7 682	6 419	6 541	6 480
2410 1	DARWIN BLVD	PAAR DR	TULIP BLVD	CR	2U	D	D	6 250	7187	9 461	9 566	3 316	1 063	9 582	8 633	9 566	10 446	10 006
2410 2	DARWIN BLVD	TULIP BLVD	PORT ST LUCIE BLVD	CR	2U	D	D	11 500	5317	10 806	12 908	1 408	3 183	13 356	9 725	12 908	14 344	13 626
2800	DEL RIO BLVD	PORT ST LUCIE BLVD	CALIFORNIA BLVD	CR	2U	U	D	11 100	12351	12 097	12 892	1 792	2 031	12 892	10 860	9 629	10 411	10 020
25925	DEL RIO BLVD	CALIFORNIA BLVD	MACKENZIE ST	CR	2U	C	C	0	130	3 171	2 854	2 854	0	0	2 854	0	0	0
2510	DEL RIO BLVD	CALIFORNIA BLVD	CASHMERE BLVD	CR	2U	U	D	8,400	8853	9 741	9 756	1 356	989	9 756	8 767	8 284	8 843	8 564
2520	DEL RIO BLVD	CASHMERE BLVD	CALIFORNIA BLVD	CR	2U	C	C	0	4717	8 929	8 036	8 036	0	0	8 036	0	0	0
2800	DELAWARE AVE	HARTMAN RD	33RD ST	CR	2U	D	D	2,300	580	1 015	2 634	334	1 720	2 671	914	2 634	3 864	3 249
2810	DELAWARE AVE	33RD ST	25TH ST	CR	4U	D	D	5 500	4290	5 201	5 882	382	1 201	6 388	4 681	5 882	6 388	6 133
2830	DELAWARE AVE	25TH ST	OKEECHOBEE RD	CR	4U	U	D	2 600	2799	1 390	3 020	420	1 769	3 020	1 251	1 252	1 240	1 148
2820	DELAWARE AVE	OKEECHOBEE RD	13TH ST	CR	2D	U	D	11,000	4842	5 170	12 775	1 775	9 123	12 775	4 653	10 811	11 275	11 043
2840 1	DELAWARE AVE	13TH ST	10TH ST	CR	2U	D	D	9,750	2820	4 127	10 644	894	6 930	11 324	3 714	10 644	13 695	12 171
2840 2	DELAWARE AVE	10TH ST	7TH ST	CR	2U	D	D	8 500	1299	1 954	8 690	190	7 201	9 872	1 488	8 690	10 350	9 520
2850	DELAWARE AVE	7TH ST	US 1	CR	2U	D	D	6 800	1136	1 204	6 629	29	5 964	7 895	1 185	6 629	7 436	7 132
25905	DISCOVERY WAY	VILLAGE PKWY	COMMUNITY BLVD	CR	4D	C	C	0	187	20 228	18 205	18 205	0	0	18 205	0	0	0
25906	DISCOVERY WAY	COMMUNITY BLVD	N-S ROAD B	CR	4D	C	C	0	272	1 249	1 116	1 116	0	0	1 116	0	0	0
25907	DISCOVERY WAY	N-S ROAD B	N-S ROAD A	CR	4D	C	C	0	272	380	342	342	0	0	342	0	0	0
25908	DISCOVERY WAY	N-S ROAD A	RANGE LINE RD	CR	4D	C	C	0	272	2 356	2 120	2 120	0	0	2 120	0	0	0
22910 2	EAST TORINO PKWY	CASHMERE BLVD	BLANTON BLVD	CR	2U	D	D	2,200	6784	7 520	2 574	374	-4 194	2 555	6 788	2 574	2 484	2 529
22910 3	EAST TORINO PKWY	BLANTON BLVD	TORINO PKWY	CR	2U	D	D	2,200	9021	12 684	4 595	2 395	-6 821	2 853	11 416	4 595	2 970	3 782
22920	EAST TORINO PKWY	TORINO PKWY	MIDWAY RD	CR	2U	D	D	2 200	11858	17 533	6 122	3 922	-9 659	2 555	15 750	6 122	3 123	4 622
2760	EASY ST	US 1	BUCHANAN DR	CR	2U	U	D	4 670	5035	5 043	5 424	754	885	5 424	4 539	4 174	4 490	4 332
2760 2	EASY ST	BUCHANAN DR	YUCCA DR	CR	2U	D	D	4,900	701	1 446	5 500	600	4 199	5 691	1 301	5 500	9 703	7 602
2800 1	EDWARDS RD	JENKINS RD	MCNEIL RD	CR	2U	D	D	10 200	6267	12 308	15 003	4 803	3 933	11 848	11 070	15 003	19 218	17 110
2800 2	EDWARDS RD	MCNEIL RD	SELVITZ RD	CR	2U	D	D	10 350	9566	15 990	15 175	4 825	784	12 022	14 391	15 175	16 808	15 992
2810	EDWARDS RD	SELVITZ RD	25TH ST	CR	2U	D	D	10,100	7552	12 782	14 042	3 942	2 539	11 730	11 504	14 042	16 390	15 216
2820	EDWARDS RD	25TH ST	SUNRISE BLVD	CR	4D	D	D	14,100	7127	15 617	21 028	6 928	6 973	16 376	14 055	21 028	29 661	25 344
2830	EDWARDS RD	SUNRISE BLVD	GLEANDER AVE	CR	4D	D	D	11 900	6269	10 280	14 653	2 753	5 031	13 821	9 252	14 653	18 733	16 693
2840	EDWARDS RD	OLEANDER AVE	US 1	CR	4D	D	D	8 950	3078	5 322	10 662	1 712	5 872	10 295	4 790	10 662	14 957	12 755
2900 2	EMERSON AVE	INDIRO RD	RUSSOS RD	SR	2U	F	F	4 600	5554	8 439	6 675	2 075	-920	5 342	7 595	6 641	6 710	6 676
2900 3	EMERSON AVE	RUSSOS RD	FT PIERCE BLVD	SR	2U	F	F	4 600	6029	10 705	8 096	3 496	-1 619	5 342	8 715	8 258	7 907	8 083
2910	EMERSON AVE	FT PIERCE BLVD	NORTH BLVD	SR	2U	C	C	0	6920	10 915	9 824	9 824	0	0	9 824	0	0	0
9120	E-W ROAD 2	VILLAGE PKWY	COMMUNITY BLVD	CR	4D	C	C	0	0	10 037	9 033	9 033	0	0	9 033	0	0	0
9124	E-W ROAD 2	N-S ROAD B	N-S ROAD A	CR	4D	C	C	0	0	7 202	6 482	6 482	0	0	6 482	0	0	0
9123	E-W ROAD 2	COMMUNITY BLVD	N-S ROAD B	CR	4D	C	C	0	0	10 146	9 131	9 131	0	0	9 131	0	0	0
25908	E-W ROAD 6	SHAW RD	MCCARTY RD	CR	4D	C	C	0	0	99	89	89	0	0	89	0	0	0
25909	E-W ROAD 6	MCCARTY RD	GLADES CUT-OFF RD	CR	4D	C	C	0	0	183	165	165	0	0	165	0	0	0
3200	FARMERS MARKET RD	OLEANDER AVE	US 1	CR	2U	C	D	1 950	2288	2 467	2 220	270	0	2 265	2 220	1 682	2 018	1 850
25555	FFA RD	ORANGE AVE	ANGLE RD	CR	2U	C	C	200	0	1 314	1 183	983	0	232	1 183	1 353	#DIV/0!	#DIV/0!
3150	FLORESTA DR	OAKLYN ST	PORT ST LUCIE BLVD	CR	2U	D	D	11 300	13567	16 487	12 172	872	-2 667	13 124	14 839	12 172	12 896	12 484
3110 2	FLORESTA DR	PORT ST LUCIE BLVD	THORNHILL DR	CR	2U	U	D	14 650	13647	11 060	16 956	2 356	7 003	16 956	9 954	10 907	11 359	11 133
3110 1	FLORESTA DR	THORNHILL DR	CROSSTOWN PKWY	CR	2U	D	D	14 700	9347	11 934	16 064	1 364	5 353	17 073	10 741	16 064	18 018	17 041
3130	FLORESTA DR	CROSSTOWN PKWY	PRIMA VISTA BLVD	CR	2U	D	D	11 650	7740	14 937	17 553	5 703	4 110	13 763	13 443	17 553	21 953	19 753
3140	FLORESTA DR	PRIMA VISTA BLVD	AIROSO BLVD	CR	2U	U	D	9,600	10255	10 918	11 149	1 549	1 327	11 149	9 823	9 169	9 805	9 488
3150 2	FLORESTA DR	AIROSO BLVD	SELVITZ RD	CR	2U	D	D	3,500	4224	5 844	4 536	1 036	-724	4 065	5 260	4 536	4 845	4 691
3150 1	FLORESTA DR	SELVITZ RD	BAYSHORE BLVD	CR	2U	D	D	3 829	3399	5 309	5 200	1 371	430	4 447	4 770	5 200	5 732	5 466
3200 1	FLORIDA'S TURNPIKE	MARTIN C L	BECKER RD	SR	4F	F	F	39 817	41700	50 589	44 266	5 459	-1 604	45 082	45 890	43 007	45 565	44 286
3200	FLORIDA'S TURNPIKE	BECKER RD	PORT ST LUCIE BLVD	SR	4F	F	F	38 817	37659	49 433	44 226	5 409	2 438	45 082	41 790	42 748	45 704	44 226
3210 1	FLORIDA'S TURNPIKE	PORT ST LUCIE BLVD	MIDWAY RD	SR	4F	F	#N/A	32 300	36 003	39 806	33 202	902	-2 622	37 513	35 825	32 122	34 283	33 202
3210 2	FLORIDA'S TURNPIKE	MIDWAY RD	OKEECHOBEE RD	SR	4F	F	#N/A	32 300	36 003	39 806	33 202	902	-2 622	37 513	35 825	32 122	34 283	33 202
3220 1	FLORIDA'S TURNPIKE	OKEECHOBEE RD	AIRPORT CONNECTOR	SR	4F	C	#N/A	28 400	29 515	11 026	10 139	-18 261	0	30 661	10 139	7 024	9 673	8 349
3220 2	FLORIDA'S TURNPIKE	AIRPORT CONNECTOR	INDIAN RIVER D L	SR	4F	F	#N/A	28 400	29 515	34 667	29 208	2 808	-2 292	30 661	31 484	29 372	30 243	29 808
24150	FT PIERCE BLVD	INDIRO RD	EMERSON AVE	CR	2U	D	C	2 800	0	2 432	4 994	2 194	2 805	3 259	2 185	4 994	#DIV/0!	#DIV/0!
25500	GARDENIA AVE	GLEANDER AVE	US 1	CR	2U	D	D	2 400	1030	1 419	2 627	227	1 350	2 787	1 277	2 627	3 114	2 870
3299 2	GATLIN BLVD	W OF I-95	E OF I-95	CR	6D	C	D	32 500	15615	55 177	45 656	17 159	0	37 746	49 656	66 544	110 248	88 396
3301	GATLIN BLVD	E OF I-95	SAVAGE BLVD	CR	6D	C	D	32 500	20481	52 216	46 966	14 466	0	37 746	46 966	53 015	79 646	66 331
3302	GATLIN BLVD	SAVAGE BLVD	ROSSER BLVD	CR	6D	C	D	32 500	21202	47 262	42 554	10 054	0	37 746	42 554	53 852	69 576	61 715
3315	GATLIN BLVD	ROSSER BLVD	SAVONA BLVD	CR	6D	C	D	32 500	23203	44 150	39 735	7 235	0	37 746	39 735	49 032	59 366	54 199
3320	GATLIN BLVD	SAVONA BLVD	PORT ST LUCIE BLVD	CR	6D	C	D	32 500	17698	38 310	34 479	1 979	0	37 746	34 479	49 281	67 537	58 409
3600	GEORGIA AVE	27TH ST	25TH ST	CR	2U	C	C	0	0	3 279	2 951	2 951	0	0	2 951	0	0	0
3610	GEORGIA AVE	25TH ST	OKEECHOBEE RD	CR	2U	D	C	3 900	0	2 468	6 121	2 221	3 900	4 529	2 221	6 121	#DIV/0!	#DIV/0!
3620 1	GEORGIA AVE	OKEECHOBEE RD	17TH ST	CR	2U	D	D	3 900	1655	3 086	5 022	1 122	2 245	4 529	2 777	5 022	8 980	6 951
3620 2	GEORGIA AVE	17TH ST	13TH ST	CR	2U	D	D	4 600	1307	3 642	6 750	2 150	3 293	5 342	3 457	6 750	12 979	9 865
3630	GEORGIA AVE	13TH ST	7TH ST	CR	2U	D	D	2 100	1540	2 071	2 424	324	560	2 439	1 964	2 424	2 711	2 568
3640	GEORGIA AVE	7TH ST	US 1	CR	2U	U	D	2 000	3958	1 832	2 323	323	674	2 323	1 649	-301	859	279
25340	GEORGIA AVE	US 1	3RD ST	CR	2U	C	C	0	333	531	478	478	0	0	478	0	0	0
3920	GILSON RD	MARTIN C L	BECKER RD	CR	2U	D	D	9,000	12980	16 687	11 082	2 082	-3 936	10 511	15 018	11 082	11 194	11 138

Segment ID	On Street	From	To	Juris.	Lanes and Type	Volume Smoothing Method	Default Smoothing Method	Validation Year Count Volume	Validation Year Model Volume	Raw Model Volume	Selected Volume	Difference between Selected and VYCV	Difference between Selected and Raw	% AGR	(C) Raw AADT	(D) Difference Method	(E) Ratio Method	(F) Average Method
3810	GILSON RD	BECKER RD	LAKERIDGE DR	CR	2U	C	C	0	2709	3,830	3,267	3,267	0	0	3,267	0	0	0
23700	GLADES CUT-OFF RD	CARLTON RD	RANGE LINE RD	CR	2U	D	D	3,600	660	984	4,026	426	3,140	4,413	886	3,026	5,439	4,732
23668	GLADES CUT-OFF RD	RANGE LINE RD	RESERVE BLVD	CR	2U	D	D	1,800	1785	11,769	10,607	8,807	10	2,091	10,592	10,607	11,393	11,000
23670	GLADES CUT-OFF RD	RESERVE BLVD	COMMERCE CTR DR	CR	2U	D	D	3,050	2194	12,650	12,241	9,191	856	3,542	11,385	12,241	16,852	14,562
3720	GLADES CUT-OFF RD	COMMERCE CTR DR	MIDWAY RD	CR	2U	D	C	2,475	2567	13,436	11,980	9,505	-112	2,874	12,092	11,980	12,340	12,160
3721 1	GLADES CUT-OFF RD	MIDWAY RD	JENKINS RD	CR	2U	D	C	5,600	4473	9,373	9,693	3,993	1,427	6,852	8,436	9,693	11,869	10,866
3736 2	GLADES CUT-OFF RD	JENKINS RD	SELVITZ RD	CR	2U	D	D	3,800	4348	6,615	7,211	3,411	-540	4,413	7,757	7,211	7,295	7,253
28400	GRAHAM RD	KINGS HWY	JENKINS RD	CR	2U	D	C	2,800	2779	5,965	5,393	2,593	21	3,252	8,372	5,393	5,773	5,583
11205	GRAND DR	LENNARD RD	WALTON RD	CR	2U	C	#N/A	0	0	1,820	1,640	1,640	0	0	1,640	0	0	0
3802 1	GREEN RIVER PKWY	MARTIN C L	CHARLESTON DR	CR	2U	D	D	2,300	8576	12,838	5,276	2,976	-6,276	2,871	11,554	5,276	3,304	4,290
3802 2	GREEN RIVER PKWY	CHARLESTON DR	MELALEUCA BLVD	CR	2U	D	D	2,300	5678	10,526	5,727	3,427	-4,378	2,871	10,105	5,727	3,480	4,604
3802 3	GREEN RIVER PKWY	MELALEUCA BLVD	WALTON RD	CR	2U	D	D	2,300	3906	7,222	5,327	3,027	-1,606	2,871	6,933	5,327	4,083	4,705
3900 1	HARTMAN RD	OKEECHOBEE RD	PETERSON RD	CR	2U	D	D	4,700	4625	6,504	6,319	1,619	72	5,459	6,244	6,319	6,345	6,332
3900 2	HARTMAN RD	PETERSON RD	DELAWARE AVE	CR	2U	D	D	4,600	4614	7,604	7,286	2,686	-14	5,342	7,300	7,286	7,276	7,281
3910	HARTMAN RD	DELAWARE AVE	ORANGE AVE	CR	2U	D	D	4,600	4683	7,755	7,362	2,762	-83	5,342	7,445	7,362	7,313	7,337
4010	HEADER CANAL RD	OKEECHOBEE RD	ORANGE AVE	CR	2U	D	D	1,632	94	213	1,742	110	1,538	1,895	204	1,742	3,650	2,696
25975	HEATHERWOOD BLVD	CALIFORNIA BLVD	CASHMERE BLVD	CR	2D	D	D	2,900	5332	7,204	4,084	1,584	-2,832	2,904	6,916	4,084	3,242	3,663
24800	HILLMOOR DR	US 1	LENNARD RD	CR	2U	D	D	3,800	2796	4,384	5,213	1,413	1,004	4,413	4,209	5,213	5,720	5,466
4300	I-95	MARTIN C L	GATLIN BLVD	SR	8F	F	F	63,000	53453	94,601	100,817	37,817	15,677	73,168	85,141	94,858	106,977	100,917
4310 1	I-95	GATLIN BLVD	CROSSTOWN PKWY	SR	8F	F	F	83,000	66172	125,400	112,151	49,151	-709	73,168	112,860	109,868	114,613	112,151
4310 2	I-95	CROSSTOWN PKW	ST LUCIE WEST BLVD	SR	8F	F	F	63,000	66619	136,300	121,395	58,395	-7,276	73,168	122,670	119,051	123,740	121,395
4320	I-95	ST LUCIE WEST BLVD	MIDWAY RD	SR	8F	F	F	56,500	60115	110,100	97,407	40,907	-11,823	65,619	99,050	95,476	99,340	97,407
4330	I-95	MIDWAY RD	OKEECHOBEE RD	SR	8F	F	F	68,500	57376	108,600	114,620	46,120	18,660	79,556	95,940	107,064	122,177	114,620
4340	I-95	OKEECHOBEE RD	ORANGE AVE	SR	8F	F	F	49,255	53204	101,500	84,561	28,303	-6,789	63,724	91,350	84,404	84,719	84,561
4350 1	I-95	ORANGE AVE	AIRPORT CONNECTOR	SR	8F	C	#N/A	35,000	43,731	68,302	77,672	42,672	0	40,649	77,672	68,941	88,309	87,625
4350 2	I-95	AIRPORT CONNECTOR	INDRIO RD	SR	8F	F	#N/A	35,000	43,731	66,336	50,970	15,970	-8,733	40,649	59,702	50,971	50,965	50,970
4360	I-95	INDRIO RD	INDIAN RIVER C L	SR	6F	F	F	32,500	37629	54,409	44,476	11,976	-4,452	37,746	48,928	43,939	45,113	44,476
25220	IMPORT DR	GATLIN BLVD	SAVAGE BLVD	CR	2U	U	C	1,600	0	9,019	2,091	291	-5,026	2,091	8,117	3,917	#DIV/0!	#DIV/0!
4100	INDIAN RIVER DR	MARTIN C L	WALTON RD	CR	2U	D	D	5,400	6834	11,043	8,505	3,105	-1,434	6,272	9,939	8,505	8,377	8,441
4110	INDIAN RIVER DR	WALTON RD	MIDWAY RD	CR	2U	D	D	3,800	5313	7,698	5,419	1,619	-1,513	4,413	6,926	5,419	5,286	5,352
4120	INDIAN RIVER DR	MIDWAY RD	SAVANNAH RD	CR	2U	D	D	4,250	5048	8,211	6,591	2,341	-798	4,936	7,389	6,591	6,636	6,614
4130	INDIAN RIVER DR	SAVANNAH RD	CITRUS AVE	CR	2U	D	D	3,950	4493	7,799	6,468	2,518	-543	4,588	7,011	6,468	6,574	6,521
4140	INDIAN RIVER DR	CITRUS AVE	ORANGE AVE	CR	2U	C	D	5,400	10122	10,597	9,539	4,139	0	6,272	9,539	8,857	8,423	8,118
4150	INDIAN RIVER DR	ORANGE AVE	AVENUE A	CR	2U	C	D	5,300	11329	11,321	10,189	4,889	0	6,155	10,189	9,160	9,084	9,622
4160 2	INDIAN RIVER DR	AVENUE A	AVENUE D	CR	2U	C	D	5,650	11457	11,915	10,724	5,074	0	6,563	10,724	9,887	9,658	9,245
4160 3	INDIAN RIVER DR	AVENUE D	SEAWAY DR	CR	2U	D	D	6,900	11487	13,393	8,556	556	-5,487	8,966	12,045	8,556	8,711	8,634
4200 1	INDRIO RD	PRIVATE RD	I-95 W RAMPS	CR	2U	D	U	1,650	268	5,482	6,316	4,666	1,352	1,916	4,934	6,316	32,401	19,358
4200 2	INDRIO RD	I-95 W RAMP	I-95 E RAMP	SR	4D	F	F	9,175	9044	7,600	7,212	1,037	375	7,172	6,840	8,971	7,484	7,215
42_0 1	INDRIO RD	I-95 E RAMP	KOBLEGARD RD	SR	4D	F	F	10,700	12361	24,601	20,482	9,782	-1,679	12,427	22,141	20,482	20,443	20,462
42_0 2	INDRIO RD	KOBLEGARD RD	JOHNSTON RD	SR	4D	F	F	10,700	12370	21,092	17,413	6,713	-1,966	12,427	18,982	17,312	17,514	17,413
4220	INDRIO RD	JOHNSTON RD	EMERSON AVE	SR	4D	F	F	10,700	9111	9,196	14,161	3,461	5,885	12,427	9,276	12,885	15,457	14,161
4225	INDRIO RD	EMERSON AVE	SEMINOLE RD	SR	2U	C	F	5,486	8344	9,487	8,938	3,072	0	6,348	8,938	8,660	8,966	8,813
4230	INDRIO RD	SEMINOLE RD	KINGS HWY	SR	2U	U	F	10,600	9251	9,786	12,311	1,711	3,503	12,311	8,807	12,156	10,764	10,460
4240	INDRIO RD	KINGS HWY	SLASH PINE TRL	CR	2U	D	D	5,500	2487	4,566	7,123	1,623	3,013	6,389	4,110	7,123	9,664	8,409
4245	INDRIO RD	SLASH PINE TRL	US 1	CR	2U	D	C	5,500	4731	8,758	8,651	3,151	769	6,389	7,882	8,651	9,774	9,213
4250	INDRIO RD	US 1	OLD DIXIE HWY	CR	2U	D	C	1,100	0	289	1,360	260	1,100	1,278	260	1,360	#DIV/0!	#DIV/0!
4401	JENKINS RD	EDWARDS RD	ALTMAN RD	CR	2U	C	C	0	0	0	0	0	0	0	0	0	0	0
4402	JENKINS RD	WALMART N ACCESS RD	GLADES CUTOFF RD	CR	2U	C	C	0	0	0	0	0	0	0	0	0	0	0
4405	JENKINS RD	POST OFFICE RD	MIDWAY RD	CR	2U	C	C	0	0	0	0	0	0	0	0	0	0	0
4450	JENKINS RD	EDWARDS RD	OKEECHOBEE RD	CR	2U	D	D	4,400	6390	12,360	9,134	4,734	-1,990	5,110	11,124	9,134	8,170	8,652
44101	JENKINS RD	OKEECHOBEE RD	GRAHAM RD	CR	2U	D	D	7,100	3791	7,270	9,852	2,752	3,309	8,248	6,543	9,852	13,972	11,462
44102	JENKINS RD	GRAHAM RD	PETERSON RD	CR	2U	D	D	7,100	1568	2,441	7,711	611	5,514	8,248	2,197	7,711	10,490	9,101
44103	JENKINS RD	PETERSON RD	ORANGE AVE	CR	2U	D	D	7,100	1533	2,368	7,608	508	5,567	8,248	2,041	7,608	10,084	8,846
44104	JENKINS RD	ORANGE AVE	LOOP RD	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
45000	JENNINGS RD	US 1	LENNARD RD	CR	4D	D	D	4,500	5310	8,302	6,661	2,161	-510	5,226	7,471	6,661	6,754	6,708
4550	JOHNSTON RD	ANGLE RD	L20	CR	2U	D	D	1,700	1460	2,073	2,106	406	246	1,974	1,868	2,106	2,317	2,211
45101	JOHNSTON RD	L20	MEADOWOOD DR	CR	2U	D	D	1,700	1460	2,073	2,106	406	246	1,974	1,868	2,106	2,317	2,211
4552	JOHNSTON RD	INDRIO RD	RUSSOS RD	CR	2U	D	D	6,200	9533	15,173	10,023	3,823	-3,833	7,201	13,856	10,023	9,164	9,594
45103	JOHNSTON RD	MEADOWOOD DR	OLD JOHNSTON RD	CR	2U	U	U	1,400	1257	1,115	1,826	426	711	1,626	1,096	1,349	1,422	1,386
4553	JOHNSTON RD	RUSSOS RD	INDIAN RIVER C L	CR	2U	D	D	6,157	10302	15,683	9,971	3,814	-4,143	7,151	14,114	9,971	8,999	9,485
45103	JOHNSTON RD	OLD JOHNSTON RD	INDRIO RD	CR	2U	D	D	1,400	1711	2,453	1,924	524	-311	1,626	2,235	1,924	1,950	1,937
4560	JUANITA AVE	53RD ST	25TH ST	CR	2U	D	D	4,200	2690	4,737	5,863	1,663	1,800	4,878	4,283	5,863	7,345	6,604
4610	JUANITA AVE	25TH ST	US 1	CR	2U	D	D	3,400	2711	4,430	4,676	1,276	986	3,949	3,957	4,676	5,334	5,005
4730	KEEN RD	ANGLE RD	JUANITA AVE	CR	2U	D	D	2,380	5961	6,693	2,753	553	-3,527	2,764	6,260	2,753	2,690	2,721
4740	KEEN RD	JUANITA AVE	ST LUCIE BLVD	CR	2U	D	D	2,380	5907	6,555	2,753	553	-3,527	2,764	6,260	2,753	2,690	2,721
48001	KINGS HWY	OKEECHOBEE RD	CROSSROADS PKWY	SR	4D	F	F	13,500	6198	8,822	16,844	3,344	8,904	15,678	7,038	16,241	16,446	16,344
48002	KINGS HWY	CROSSROADS PKWY	GRAHAM RD	SR	4D	F	F	11,200	6300	12,212	18,368	7,168	7,376	13,008	10,991	15,691	20,842	18,266
48003	KINGS HWY	GRAHAM RD	PICOS RD	SR	4D	F	F	11,200	7190	13,938	18,699	7,499	6,155	13,008	12,545	15,555	20,844	18,699
48004	KINGS HWY	PICOS RD	ORANGE AVE	SR	4D	F	F	8,900	6415	12,683	15,374	6,474	3,977	10,336	11,397	13,892	16,866	15,379
48101	KINGS HWY	ORANGE AVE	N OF I-95 OVERPASS	SR	4D	F	F	13,374	18999	27,084	20,603	7,229	-3,772	15,535	24,375	20,750	20,456	20,603
48102	KINGS HWY	N OF I-95 OVERPASS	ANGLE RD	SR	4D	F	F	12,700	16820	26,599	19,741	7,041	-4,171	14,750	23,912	19,992	19,490	19,741
4850	KINGS HWY	ANGLE RD	ST LUCIE BLVD	SR	4D	F	F	12,700	11888	19,709	19,382	6,682	1,843	14,750	17,736	18,559	20,213	19,382
4830	KINGS HWY	ST LUCIE BLVD	INDRIO RD	SR	4D	F	F	13,550	15208	24,127	20,349	6,799	-1,365	15,737	21,714	20,058	20,639	20,349
48404	KINGS HWY	INDRIO RD	INDIAN PINES BLVD	SR	2U	F	F	12,900	13459	20,362	18,203	5,303	-122	14,982	18,325	17,727	18,680	18,203
48403	KINGS HWY	INDIAN PINES BLVD	KINGS HWY SB RAMP	SR	2U	F	F	9,800	14427	22,591	15,215	5,415	-5,114	11,382	20,337	15,705	14,732	15,218
48401	KINGS HWY	KINGS HWY SB RAMP	US 1	SR	2U	F	F	9,600	9596	15,751	14,963	5,183	788	11,382	14,176	14,420	15,527	14,963
48405	KINGS HWY SB RAMP	US 1	KINGS HWY	SR	2D	F	C	0	8394	12,555	0	0	-11,581	0	11,581	0	0	0
9930	KIRBY LOOP RD	EDWARDS RD	35TH ST	CR	2U	D	D	3,150	975	4,268	6,014	2,864	2,175	3,658	3,839	6,014	13,231	9,623
4900	KITTERMAN RD	OLEANDER AVE	US 1	CR	2U	C	C	2,600	0	3,320	2,989	389	0	3,020	2,989	2,989	#DIV/0!	#DIV/0!
4910	KITTERMAN RD	US 1	LENNARD EXT RD	CR	2U	D	C	2,150	0	452	2,957	807	2,150	2,497	407	2,957	#DIV/0!	#DIV/0!
2161	LAKEHURST DR	AROSO	SANDIA	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
2160	LAKEHURST DR	BAYSHORE BLVD	AROSO BLVD	CR	2U	C	C	0	6176	8,522	7,669	7,669	0	0	7,669	0	0	0
5000	LENNARD RD	US 1	MARIPOSA AVE	CR	4D	D	D	15,500	11567	17,019	19,250	3,750	3,933	18,002	15,317	19,250	21,894	20,572
24950	LENNARD RD	KITTERMAN RD	PRIMA VISTA BLVD	CR	2U	C	C	0	0	1,408	1,267	1,267	0	0	1,267	0	0	0
5010	LENNARD RD	MARIPOSA AVE	MELALEUCA BLVD	CR	4D	D	D	16,000	13280	19,373	20,156	4,156	2,720	18,582	17,436	20,156	22,401	21,282
50201	LENNARD RD	MELALEUCA BLVD	JENNINGS RD	CR	4D	D	D	10,900	11568	18,977	16,411	5,511	-695	12,659	17,079	16,411	17,186	16,799
50202	LENNARD RD	JENNINGS RD	HILLMOOR DR	CR	4D	D	D	10,900	8494	12,563	13,757	2,857	2,446	12,659	11,311	13,757	15,566	14,662
50203	LENNARD RD	HILLMOOR DR	TIFFANY AVE	CR	4D	D	D	10,900	9188	7,120	12,120	1,220	5,712	12,659	6,408	12,120	14,360	13,240
5035	LENNARD RD	TIFFANY AVE	WALTON RD	CR	2U	U	D	5,600	4832	5,035	6,736	936	2,204	6,736	4,532	5,780	6,053	5,916
5040	LENNARD RD	WALTON RD	S SAVANNA CLUB BLVD	CR	2U	U	D	3,600	872	331	4,529	629	4,232	4,529	297	3,629	2,183	2,884
5100	LYNGATE DR	SAVANNA MEMORIAL PKWY	MORNINGSIDE BLVD	CR	2D	U	D	6,938	6908	7,086	10,378	1,442	4,019	10,378	6,949	10,378	9,759	9,818
5110	LYNGATE DR	MORNINGSIDE BLVD	US 1	CR	2D	D	D	6,938	11842	13,838	9,568	630	-3,806	10,378	12,472	9,568	10,035	9,802
24925	MANVILLE RD	SELVITZ	ST JAMES DR	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
5310	MARIPOSA AVE	LENNARD RD	HALLAHAN ST	CR	2U	D	D	6,000	2562	3,460	6,552	552	3,438	6,568	3,114	6,552	7,779	7,166
25001	MCCARTY RD	GLADES CUT-OFF RD	RESERVE BLVD EXT	CR	4D	C	C	0	0	3,970	3,573	3,573	0	0	3,573	0	0	0
25002	MCCARTY RD	RESERVE BLVD EXT	WILLIAMS RD	CR	4D	C	C	0	0	1,799	1,619	1,619	0	0	1,619	0	0	0
25100	MCCARTY RD	WILLIAMS RD	MIDWAY RD	CR	4D	C	C	352	0	2,403	2,162	1,662	0	346	2,162	2,162	#DIV/0!	#DIV/0!
25010	MCCARTY RD	MIDWAY RD	OKEECHOBEE RD	CR	2U	D	D	250	192	537	581	331	98	260	453	581	647	714
11690	MCNEIL RD	OKEECHOBEE RD	KIRBY LOOP RD	CR	2U	D	D	4,107	5209	8,482	6,510	2,410	-1,106	4,769	7,616	6,510	6,398	6,454
11610	MCNEIL RD	KIRBY LOOP RD	EDWARDS RD	CR	2U	D	D	2,600	4175	6,280	4,377	1,477	-1,275	3,388	5,652	4,377	4,197	4,287
11700	MELALEUCA BLVD	LENNARD RD	GREEN RIVER PKWY	CR	2U	D	D	6,625	7161	9,301	10,035	1,210	1,084	10,249	8,371	10,035	11,003	10,519
5420	MIDWAY RD	OKEECHOBEE RD	SHINN RD	CR	2U	D	D	3,600	4358	5,442	4,348	548	-550	4,413	4,598	4,348	4,563	4,456
5430 1	MIDWAY RD	SHINN RD	MCCARTY RD	CR	2U	D	D	3,600	5410	9,070	6,553	2,753	-1,819	4,413	8,163	6,553	6,118	6,334
5430 2	MIDWAY RD	MCCARTY RD	I-95	CR	2U	D	D	4,200	6234	14,000	10,571	6,371	-2,034	4,878	12,605	10,571	9,059	9,815
5440	MIDWAY RD	I-95	GLADES CUT-OFF RD	CR	4D	D	D	14,300	12078	23,855	23,891	9,391	2,222	16,608	21,469	23,891	27,113	25,502
5450 1	MIDWAY RD	GLADES CUT-OFF RD	EAST TORINO PKWY	CR	4D	D	D	14,500	14567	33,432	30,002	15,502	-87	16,840	30,089	30,002	31,903	30,953
5450 2	MIDWAY RD	EAST TORINO PKWY	MILNER DR	CR	4D	D	D	14,000	11602	29,044	27,838	13,838	2,396	16,260	25,240	27,838	32,487	30,062
5460	MIDWAY RD	MILNER DR	W OF SELVITZ RD	CR	4D	D	D	14,000	11978	27,807	27,049	13,049	2,022	16,260	25,026	27,049	31,201	29,125
5470 3	MIDWAY RD	W OF SELVITZ RD	SELVITZ RD	CR	4D	D	D	14,500	12823	27,865	26,956	12,156	1,577	16,840	25,079	26,956	30,015	28,335
5480	MIDWAY RD	SELVITZ RD	CHRISTENSEN RD	CR	4D	D	D	12,100	9141	22,903	23,572	11,472	2,959	14,053	20,613	23,572	29,104	26,338
5490	MIDWAY RD	CHRISTENSEN RD	25TH ST	CR	4D	D	D	13,000	9558	22,926	24,075	11,075	3,442	15,098	20,633	24,075	29,933	27,004
5470	MIDWAY RD	25TH ST	SUNRISE BLVD	CR	4D	D	D	14,550	12607	24,035	23,572	9,025	1,943	16,898	21,632	23,572	26,630	25,102
5483	MIDWAY RD	SUNRISE BLVD	OLEANDER AVE	CR	4D	D	D	14,000	12247	25,407	24,819	10,819	1,759	16,260	22,866	24,819	27,682	26,250
5490	MIDWAY RD	OLEANDER AVE	US 1	CR	4D	D	D	11,400	6353	12,749	16,921	5,521	5,047	13,246	11,474	16,921	21,961	19,441
5495	MIDWAY RD	US 1	WALLACE ST	CR	2U	D	D	11,400	7647	10,189	12,823	1,223	3,495	13,246	9,170	12,823	16,932	14,877
55001	MIDWAY RD	WALLACE ST	WEATHERBEE RD	CR	2U	D	D	11,400	3146	4,189	12,036	636	8,599	13,246	3,776	12,036	14,296	13,166
55002	MIDWAY RD	WEATHERBEE RD	INDIAN RIVER DR	CR	2U	D	D	3,600	2727	4,170	4,626	1,026	873	4,181	3,753	4,626	5,284	4,955
6115	MORNINGSIDE BLVD	WESTMORELAND BLVD	PORT ST LUCIE BLVD	CR	2D	D	D	3,000	4261	6,419	4,516	1,516	-1,761	3,484	5,777	4,516	4,339	4,427
6125	MORNINGSIDE BLVD	PORT ST LUCIE BLVD	LYNGATE DR	CR	2D	D	D	4,653	4970	7,914	6,806	2,153	-317	5,404	7,123	6,806	7,113	6,959
55990	N KINGS HWY	KINGS HWY	NORTH BLVD	CR	2U	C	C	0	0	4,231	3,808	3,808	0	0	3,808	0	0	0
55602	NEBRASKA AVE	25TH ST	13TH ST	CR	4D	D	C	3,250	0	1,847	4,912	1,662	3,250	3,775	1,662	4,912	#DIV/0!	#DIV/0!
55003	NEWELL RD	SHINN RD	MCCARTY RD	CR	4D	C	C	0	0	516	487	487	0	0	487	0	0	0
55004	NEWELL RD	MCCARTY RD	ARTERIAL A	CR	4D	C	C	0	0	223	201	201	0	0	201	0	0	0
64125	NORTH BLVD	N KINGS HWY	EMERSON AVE	CR	2U	C	C	0	0	1,321	1,189	1,189	0	0	1,189	0	0	0
55003	N-S ROAD A	CROSSTOWN PKWY	TRADITION PKWY	CR	4D	C	C	0	0	10,875	9,790	9,790	0	0	9,790	0	0	0
55004	N-S ROAD A	TRADITION PKWY	STONY CREEK WAY	CR	4D	C	C	0	0	1,611	1,450	1,450	0	0	1,450	0	0	0

Segment ID	On Street	From	To	Juris.	Lanes and Type	Volume Smoothing Method	Default Smoothing Method	Validation Year Count Volume	Validation Year Model Volume	Raw Model Volume	Selected Volume	Difference between Selected and VYCV	Difference between Selected and Raw	% AGR	(C) Raw AADT	(D) Difference Method	(E) Ratio Method	(F) Average Method
22985	N-S ROAD A	STONY CREEK WAY	DISCOVERY WAY	CR	4D	C	C	0	0	2,730	2,462	2,462	0	0	2,462	0	0	0
22988	N-S ROAD A	DISCOVERY WAY	OPEN VIEW (WEST)	CR	4D	C	C	0	0	2,226	2,005	2,005	0	0	2,005	0	0	0
23987	N-S ROAD A	OPEN VIEW (WEST)	PAAR (WEST)	CR	4D	C	C	0	0	692	603	603	0	0	603	0	0	0
23988	N-S ROAD A	PAAR (WEST)	BECKER RD	CR	4D	C	C	0	0	2,638	2,608	2,608	0	0	2,608	0	0	0
9116	N-S ROAD B	BECKER RD	PAAR DR (WEST)	CR	4D	C	C	0	0	1,209	1,088	1,088	0	0	1,088	0	0	0
9117	N-S ROAD B	PAAR DR (WEST)	OPEN VIEW (WEST)	CR	4D	C	C	0	0	2,734	2,461	2,461	0	0	2,461	0	0	0
9118	N-S ROAD B	OPEN VIEW (WEST	E-W ROAD 2	CR	4D	C	C	0	0	535	482	482	0	0	482	0	0	0
9119	N-S ROAD B	E-W ROAD 2	DISCOVERY WAY	CR	4D	C	C	0	0	860	774	774	0	0	774	0	0	0
1851	OAKRIDGE DR	MOUNTWELL ST	OAKLYN ST	CR	2U	D	D	3,700	6712	10,043	6,026	2,326	-3,913	4.297	9,038	6,026	5,316	5,670
11010	OHIO AVE	SUNRISE BLVD	COLONIAL RD	CR	2U	D	D	2,800	1787	2,675	3,441	641	1,033	3.252	2,408	3,441	4,069	3,755
11020	OHIO AVE	COLONIAL RD	US 1	CR	2U	U	D	2,800	1456	1,575	3,252	452	1,834	3.253	1,418	2,759	2,902	2,830
6200	OKEECHOBEE RD	OKEECHOBEE C L	BLUEFIELD RD	SR	4D	F	F	8,400	5627	6,596	6,956	556	1,019	7.433	5,936	8,709	7,206	8,958
6210.1	OKEECHOBEE RD	BLUEFIELD RD	CARLTON RD	SR	4D	F	F	8,400	5519	6,596	6,840	440	613	7.433	5,826	8,609	7,072	8,840
6210.2	OKEECHOBEE RD	CARLTON RD	SNEED RD	SR	4D	F	F	5,900	6238	7,349	6,457	557	-157	6.852	6,614	9,059	6,855	8,457
6220.2	OKEECHOBEE RD	SNEED RD	IDEAL HOLDING RD	SR	4D	F	F	5,900	7223	9,757	6,713	813	-1,169	6.852	7,881	9,558	8,667	9,713
6220.1	OKEECHOBEE RD	IDEAL HOLDING RD	HEADER CANAL RD	SR	4D	F	F	5,900	7471	9,249	6,683	983	-1,442	6.852	8,324	8,753	7,912	8,883
6230	OKEECHOBEE RD	HEADER CANAL RD	MIDWAY RD	SR	4D	F	F	5,100	7812	9,876	6,183	1,083	-2,705	5.923	8,588	8,176	8,190	8,183
6240	OKEECHOBEE RD	MIDWAY RD	SHINN RD	SR	4D	U	F	4,300	3610	4,448	4,994	694	991	4.994	4,003	4,693	5,086	4,890
6250.1	OKEECHOBEE RD	SHINN RD	MCCARTY RD	SR	4D	F	F	4,300	4153	6,603	6,352	2,052	410	4.994	5,943	8,110	8,585	8,352
6250.2	OKEECHOBEE RD	MCCARTY RD	FLORIDAS TURNPIKE	SR	4D	F	F	5,700	5412	9,286	9,019	3,319	660	6.620	8,359	8,647	9,390	9,019
6260	OKEECHOBEE RD	FLORIDAS TURNPIKE	KINGS HWY	SR	4D	F	F	21,500	5764	11,094	32,723	11,223	22,735	24.979	9,985	25,721	39,726	32,723
6270.1	OKEECHOBEE RD	KINGS HWY	CROSSROADS PKWY	SR	6D	F	F	21,500	23051	26,436	22,956	1,456	-836	24.979	23,792	22,241	23,671	22,956
6270.2	OKEECHOBEE RD	CROSSROADS PKWY	I-95	SR	6D	F	F	29,000	24698	33,326	31,444	6,444	1,451	29.035	28,994	30,388	32,503	31,444
6280	OKEECHOBEE RD	I-95	JENKINS RD	SR	6D	F	F	30,500	35848	62,649	51,103	29,603	-5,261	35.423	56,384	51,036	51,171	51,109
6290.1	OKEECHOBEE RD	JENKINS RD	MCNEIL RD	SR	6D	F	F	30,500	31176	53,620	49,154	18,654	716	35.423	48,438	47,762	50,546	49,154
6290.2	OKEECHOBEE RD	MCNEIL RD	VIRGINIA AVE	SR	6D	F	F	32,901	33590	52,715	47,765	14,864	341	38.211	47,424	48,449	49,121	47,785
6300	OKEECHOBEE RD	VIRGINIA AVE	HARTMAN RD	CR	4D	D	D	13,500	18690	27,296	16,295	2,795	-5,190	16.679	24,485	15,295	18,865	16,080
6310.1	OKEECHOBEE RD	HARTMAN RD	35TH ST	CR	4D	D	D	14,250	8720	13,334	17,531	3,281	5,530	16.560	12,001	17,531	20,918	19,225
6310.2	OKEECHOBEE RD	35TH ST	33RD ST	CR	4D	D	D	15,000	11447	17,616	19,407	4,407	3,553	17.421	15,654	19,407	22,162	20,784
6320	OKEECHOBEE RD	33RD ST	25TH ST	CR	4D	D	D	14,000	11068	16,739	17,997	3,997	2,932	16.260	15,065	17,997	20,327	19,162
6330	OKEECHOBEE RD	25TH ST	GEORGIA AVE	CR	4D	D	D	13,000	11336	15,357	15,485	2,485	1,664	15.096	13,821	15,485	18,907	16,196
6340	OKEECHOBEE RD	GEORGIA AVE	DELAWARE AVE	CR	4D	D	D	12,000	9578	14,155	15,166	3,166	2,428	13.937	12,740	15,166	17,032	16,099
6400	OLD DIXIE HWY	US 1	SR A1A NORTH	CR	2U	D	D	4,600	5526	6,695	5,099	499	-926	5.343	6,025	5,099	5,350	5,224
6410	OLD DIXIE HWY	SR A1A NORTH	ST LUCIE BLVD	CR	2U	D	D	2,400	18	159	2,525	125	2,385	2.767	143	2,525	20,352	11,439
6420	OLD DIXIE HWY	ST LUCIE BLVD	INDRIO RD	CR	2U	D	D	1,850	30	182	1,984	134	1,820	2.149	164	1,984	10,763	6,373
6430	OLD DIXIE HWY	INDRIO RD	INDIAN RIVER C L	CR	2U	D	D	1,500	915	1,915	2,304	804	389	1.743	1,719	2,304	3,096	2,695
6500	OLEANDER AVE	BEACH AVE	KITTERMAN RD	CR	2U	D	D	4,664	1338	1,758	4,908	244	3,150	5.411	1,582	4,908	16,853	10,881
6510	OLEANDER AVE	KITTERMAN RD	MIDWAY RD	CR	2U	D	D	5,700	4098	5,551	8,640	940	1,644	6.622	4,598	8,640	7,489	8,064
6520.1	OLEANDER AVE	MIDWAY RD	WEATHERBEE RD	CR	2U	D	D	6,800	5374	7,643	8,484	1,684	1,426	7.898	7,058	8,484	9,527	9,005
6520.2	OLEANDER AVE	WEATHERBEE RD	BELL AVE	CR	2U	D	D	6,800	5682	7,765	8,107	1,307	1,118	7.898	6,989	8,107	8,920	8,514
6530	OLEANDER AVE	BELL AVE	FARMERS MARKET RD	CR	2U	D	D	6,800	6743	7,661	6,970	170	57	7.895	6,913	6,970	7,436	7,203
6540	OLEANDER AVE	FARMERS MARKET RD	EDWARDS RD	CR	2U	D	D	9,000	6286	8,549	13,300	1,400	3,614	11.498	7,686	11,300	12,911	12,105
6550.1	OLEANDER AVE	EDWARDS RD	WISTERIA AVE	CR	2U	D	D	9,000	8105	9,543	9,484	484	859	10.453	8,580	9,484	10,173	9,829
6550.11	OLEANDER AVE	WISTERIA AVE	GARDENIA AVE	CR	2U	D	D	9,100	7815	9,482	9,819	719	1,285	10.569	8,534	9,819	10,599	10,209
6550.2	OLEANDER AVE	GARDENIA AVE	VIRGINIA AVE	CR	2U	D	D	9,050	8682	10,637	10,121	1,071	388	10.511	9,753	10,121	10,844	10,483
6560	OLEANDER AVE	VIRGINIA AVE	SUNRISE BLVD	CR	2U	U	D	4,700	5919	5,253	5,459	759	731	5.459	4,727	3,508	4,004	3,756
9112	OPEN VIEW DR (WEST)	VILLAGE PKWY	COMMUNITY BLVD	CR	4D	C	C	0	0	2,127	1,914	1,914	0	0	1,914	0	0	0
9113	OPEN VIEW DR (WEST)	COMMUNITY BLVD	N-S ROAD B	CR	4D	C	C	0	0	7,726	6,953	6,953	0	0	6,953	0	0	0
9114	OPEN VIEW DR (WEST)	N-S ROAD B	N-S ROAD A	CR	4D	C	C	0	0	3,980	3,582	3,582	0	0	3,582	0	0	0
9115	OPEN VIEW DR (WEST)	N-S ROAD A	RANGE LINE RD	CR	4D	C	C	0	0	1,371	1,234	1,234	0	0	1,234	0	0	0
6600	ORANGE AVE	OKEECHOBEE C L	SNEED RD	CR	2U	D	D	3,833	3892	4,478	3,971	138	-99	4.453	4,030	3,971	5,232	4,101
6610	ORANGE AVE	SNEED RD	HEADER CANAL RD	CR	2U	D	D	3,892	3018	3,724	4,226	334	874	4.527	3,352	4,226	4,610	4,418
6620	ORANGE AVE	HEADER CANAL RD	SHINN RD	CR	2U	D	D	3,951	2985	4,015	4,570	619	956	4.589	3,614	4,570	5,085	4,827
6630.1	ORANGE AVE	SHINN RD	CAMPBELL RD	CR	2U	D	D	2,426	3918	5,735	3,669	1,243	-1,492	2.818	5,161	3,669	3,409	3,539
6630.2	ORANGE AVE	CAMPBELL RD	KINGS HWY	CR	2U	D	D	12,513	6776	11,329	13,933	3,420	3,737	12.210	10,196	13,933	16,873	15,403
6640	ORANGE AVE	KINGS HWY	I-95	SR	4D	F	F	18,600	18558	31,555	29,461	10,861	1,002	21.602	26,596	29,441	30,361	29,901
6650	ORANGE AVE	I-95	JENKINS RD	SR	4D	F	F	13,500	9835	20,522	25,426	11,626	6,966	18.027	18,470	22,635	28,217	25,426
6660	ORANGE AVE	JENKINS RD	HARTMAN RD	SR	4D	F	F	12,700	9184	20,775	24,301	12,031	5,604	14.285	15,698	21,334	26,769	24,301
6670	ORANGE AVE	HARTMAN RD	ANGLE RD	SR	4D	F	F	8,375	10375	20,389	13,174	5,799	-5,188	7.404	16,332	14,332	13,015	13,174
6680	ORANGE AVE	ANGLE RD	25TH ST	SR	4D	F	F	12,200	8144	16,547	21,416	9,180	6,527	14.208	14,882	18,880	23,956	21,418
6690.1	ORANGE AVE	25TH ST	17TH ST	SR	4D	F	F	14,100	4066	12,406	31,269	17,169	20,085	16.719	11,164	31,269	41,350	31,309
6690.2	ORANGE AVE	17TH ST	13TH ST	SR	4D	F	F	12,300	7282	15,197	22,095	9,795	8,114	14.583	11,982	19,000	25,194	22,097
6700.1	ORANGE AVE	13TH ST	10TH ST	SR	2U	F	F	10,300	7226	8,951	11,689	1,389	3,639	11.963	8,096	11,139	14,249	12,694
6700.2	ORANGE AVE	10TH ST	7TH ST	SR	2U	F	F	8,300	5100	6,643	9,785	1,485	3,802	9.640	5,983	9,183	10,387	9,785
6710	ORANGE AVE	7TH ST	US 1	SR	2U	F	F	7,000	2818	3,504	7,845	845	4,692	8.130	3,153	7,335	6,385	6,845
6720.1	ORANGE AVE	US 1	2ND ST	CR	2U	D	D	3,300	1907	3,607	4,739	1,439	1,493	3.833	3,248	4,739	0.324	5,532
6720.2	ORANGE AVE	2ND ST	INDIAN RIVER DR	CR	2U	U	D	3,350	1869	1,232	3,833	533	2,724	3.833	1,105	2,540	2,089	2,314
24200	PAAR DR	ROSSER BLVD	SAVONA BLVD	CR	2U	D	D	3,900	2062	5,142	6,465	2,565	1,838	4.529	4,627	5,465	9,335	7,900
24210	PAAR DR	SAVONA BLVD	PORT ST LUCIE BLVD	CR	2U	D	D	3,200	6519	9,284	5,036	1,836	-3,319	3.716	8,355	5,036	4,375	4,705
24200	PAAR DR	PORT ST LUCIE BLVD	DARWIN BLVD	CR	2U	D	D	2,450	2427	4,714	4,266	1,816	23	2.845	4,243	4,266	4,569	4,417
24201	PAAR DR	DARWIN BLVD	TULIP BLVD	CR	2U	D	D	1,800	378	1,974	3,198	1,398	1,422	2.091	1,776	3,198	9,022	6,110
25970	PAAR DR (WEST)	VILLAGE PKWY	COMMUNITY BLVD	CR	4D	C	C	0	0	1,329	1,196	1,196	0	0	1,196	0	0	0
25971	PAAR DR (WEST	COMMUNITY BLVD	N-S ROAD B	CR	4D	C	C	0	0	3,372	3,035	3,035	0	0	3,035	0	0	0
25972	PAAR DR (WEST	N-S ROAD B	N-S ROAD A	CR	4D	C	C	0	0	580	522	522	0	0	522	0	0	0
25973	PAAR DR (WEST	N-S ROAD A	RANGE LINE RD	CR	4D	C	C	0	0	1,073	966	966	0	0	966	0	0	0
25986	PEACHTREE BLVD	SELVITZ RD	ST JAMES DR	CR	2U	C	D	1,700	6412	8,268	5,641	3,941	0	1.974	5,641	629	1,595	1,285
23005	PEACOCK BLVD	ST LUCIE WEST BLVD	UNIVERSITY BLVD	CR	4D	D	D	19,300	12681	22,954	26,787	7,487	6,639	22.415	20,126	26,787	32,727	29,747
23000	PEACOCK BLVD	UNIVERSITY BLVD	CALIFORNIA BLVD	CR	2U	D	D	6,000	6411	12,046	10,432	4,432	-411	6.968	10,843	10,432	10,825	10,628
24100	PEACOCK BLVD	CALIFORNIA BLVD	CASHMERE BLVD	CR	2U	D	D	2,800	2080	4,369	4,852	1,852	720	3.252	3,932	4,852	5,446	5,149
24900	PETERSON RD	BENT CREEK DR	HARTMAN RD	CR	2U	D	D	600	3561	5,650	2,604	1,704	-2,661	1.045	5,265	2,604	1,415	2,010
25200	PICOS RD	CAMPBELL RD	KINGS HWY	CR	2U	U	D	1,300	1289	420	1,510	210	1,132	1.510	378	410	413	412
6790	PORT ST LUCIE BLVD	MARTIN C L	BECKER RD	CR	2U	D	D	5,100	5046	13,780	11,838	6,738	-546	5.623	12,384	11,838	11,932	11,885
6800	PORT ST LUCIE BLVD	BECKER RD	PAAR DR	CR	4D	D	D	5,100	8340	21,349	15,965	10,865	-3,246	5.923	19,211	15,965	12,522	14,244
6802	PORT ST LUCIE BLVD	PAAR DR	TULIP BLVD	CR	4D	D	D	9,800	13563	28,951	20,473	10,673	-3,783	11.382	24,256	20,473	18,667	19,570
6803	PORT ST LUCIE BLVD	TULIP BLVD	DARWIN BLVD	CR	4D	D	D	14,500	18699	31,189	23,871	9,371	-4,199	16.845	26,070	23,871	23,218	23,544
6810	PORT ST LUCIE BLVD	DARWIN BLVD	GATLIN BLVD	CR	4D	D	D	27,500	33021	47,279	37,030	9,530	-5,521	31.939	42,551	37,030	37,799	37,415
6820	PORT ST LUCIE BLVD	GATLIN BLVD	DEL RIO BLVD	CR	6D	D	D	37,500	38543	61,357	54,178	16,678	-1,043	43.553	55,221	54,178	57,309	55,744
6831	PORT ST LUCIE BLVD	DEL RIO BLVD	CAMEO BLVD	CR	6D	D	D	42,000	44472	63,092	54,354	12,354	-2,422	48.778	56,776	54,354	51,295	52,825
6832	PORT ST LUCIE BLVD	CAMEO BLVD	FLORIDAS TURNPIKE	CR	6D	D	D	45,500	49196	66,478	58,134	11,634	-1,496	54.005	59,630	58,134	61,373	59,753
6840	PORT ST LUCIE BLVD	FLORIDAS TURNPIKE	BAYSHORE BLVD	SR	6D	F	F	45,250	45226	68,592	58,470	13,220	-1,483	52.553	59,953	58,957	59,983	59,470
6850	PORT ST LUCIE BLVD	BAYSHORE BLVD	AIROSO BLVD	SR	6D	F	F	44,000	43086	55,675	52,990	8,990	2,702	51.102	52,288	51,202	54,778	52,990
6860	PORT ST LUCIE BLVD	AIROSO BLVD	FLORESTA DR	SR	6D	F	F	48,000	45480	59,095	54,410	6,410	1,231	55.747	53,179	52,079	56,141	54,110
6870	PORT ST LUCIE BLVD	FLORESTA DR	STEPHENS MEMORIAL PKWY	SR	6D	F	F	52,000	67235	71,764	51,318	-682	-13,270	60.293	64,588	43,353	53,283	51,318
6880	PORT ST LUCIE BLVD	STEPHENS MEMORIAL PKWY	MORNINGSIDE BLVD	SR	6D	F	F	39,500	44682	50,148	38,139	1,639	-9,994	42.291	45,132	36,951	39,326	38,139
6890	PORT ST LUCIE BLVD	MORNINGSIDE BLVD	US 1	SR	6D	F	F	34,500	46684	53,114	36,650	2,150	-11,152	40.068	47,802	35,016	37,582	36,650
7200	PRIMA VISTA BLVD	BAYSHORE BLVD	AIROSO BLVD	CR	4D	D	D	28,000	18386	25,103	32,737	4,737	9,644	22.519	22,593	32,737	36,762	34,466
7210	PRIMA VISTA BLVD	AIROSO BLVD	FLORESTA DR	CR	4D	D	D	23,638	21242	29,399	28,854	5,216	2,399	27.453	26,459	28,854	31,405	30,129
7220	PRIMA VISTA BLVD	FLORESTA DR	NARANJA AVE	CR	4D	U	D	34,500	32699	31,041	40,068	5,568	12,131	40.068	27,937	29,538	31,253	30,394
7230	PRIMA VISTA BLVD	NARANJA AVE	RIO MAR DR	CR	4D	U	D	34,500	33996	30,424	40,068	5,568	12,687	40.068	27,382	27,890	27,945	27,918
7240	PRIMA VISTA BLVD	RIO MAR DR	US 1	CR	4D	U	D	29,250	33577	19,239	33,971	4,721	15,658	33.971	17,315	12,583	16,089	14,336
7250	PRIMA VISTA BLVD	US 1	LENNARD RD	CR	4D	D	D	7,800	1371	3,711	9,769	1,969	6,429	9.059	3,340	8,769	20,268	15,019
7100.1	RANGE LINE RD	MARTIN C L	BECKER RD	CR	2U	D	D	1,450	1139	8,284	7,766	6,316	311	1.684	7,455	7,766	10,131	8,949
7100.2	RANGE LINE RD	BECKER RD	SW 168TH GLADES CUT-OFF RD	CR	2U	D	D	1,450	1406	10,372	9,379	7,929	44	1.684	9,335	9,379	10,269	9,824
7100.3	RANGE LINE RD	SW 168TH GLADES CUT-OFF RD	GLADES CUT-OFF RD	CR	2U	D	D	1,450	1403	11,916	10,771	9,321	47	1.684	10,724	10,771	11,823	11,297
7101	RANGE LINE RD	GLADES CUT-OFF RD	CANAL-24	CR	4D	C	C	0	0	547	492	492	0	0	492	0	0	0
7102	RANGE LINE RD	CANAL-24	MIDWAY RD	CR	4D	C	C	0	0	545	491	491	0	0	491	0	0	0
7885	RESERVE BLVD	COMMERCE CTR DR	W OF I-95	CR	4D	D	D	9,900	10595	23,290	19,930	10,030	-995	11.485	20,925	19,930	20,292	20,106
7200	RIO MAR DR	PRIMA VISTA BLVD	BEACH AVE	CR	2U	C	C	5,500	0	11,598	9,969	4,469	0	6.388	9,969	15,485	#DIV/0	#DIV/0
7210	RIO MAR DR	BEACH AVE	US 1	CR	2U	D	D	5,762	2826	10,391	12,292	6,530	2,536	6.652	9,356	12,292	20,949	16,621
10800.2	ROSSER BLVD	PAAR DR	ANDALUSIA RD	CR	2U	D	D	3,900	2875	5,508	5,978	2,078	1,021	4.259	4,957	5,978	7,161	6,570
10800.1	ROSSER BLVD	ANDALUSIA RD	GATLIN BLVD	CR	4D	D	D	3,900	7964	12,269	6,978	3,078	-4,064	4.259	11,042	6,978	6,768	6,873
2805	SAEGER AVE	CITRUS AVE	US 1	CR	2U	C	#N/A	0	0	547	488	488	0	0	488	0	0	0
3170	SANDIA AVE	PRIMA VISTA	CROSSTOWN	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
3171	SANDIA AVE	CROSSTOWN	THORNHILL	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
9400	SAVAGE BLVD	GATLIN BLVD	GALIANO RD	CR	2U	D	D	2,717	3142	4,524	3,647	930	-425	3.156	4,072	3,647	3,756	3,701
7400	SAVANNAH RD	US 1	INDIAN RIVER DR	CR	2U	D	D	1,850	3416	4,660	2,624	774	-1,868	2.149	4,190	2,624	2,420	2,522
23391	SAVONA BLVD	BECKER RD	PAAR DR	CR	2U	D	D	4,700	7851	12,776	8,337	3,637	-3,161	5.459	11,498	8,337	7,353	7,839
23392	SAVONA BLVD	PAAR DR	GATLIN BLVD	CR	2U	D	D	6,763	7040	9,523	8,653	1,890	-277	7.855	9,930	8,653	9,151	8,902
23400	SAVONA BLVD	GATLIN BLVD	CALIFORNIA BLVD	CR	2U	D	D	11,500	10934	14,622	13,728	2,228	566	13.356	13,162	13,728	14,784	14,256
7409	SELVITZ RD	FLORESTA	BAYSHORE	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
7500.1	SELVITZ RD	BAYSHORE BLVD	ST JAMES BLVD	CR	2U	D	D	7,500	6915	9,397	9,022	1,522	585	8.711	8,457	9,022	9,750	9,386
7500.2	SELVITZ RD	ST JAMES BLVD	MIDWAY RD	CR	2U	D	D	7,600	6842	10,637	8,332	732	-1,242	8.827	9,574	8,332	8,777	8,554
7510	SELVITZ RD	MIDWAY RD	GLADES CUT-OFF RD	CR	2U	D	D	6,900	7092	9,665	8,686	1,786	-192	8.014	8,878	8,686	9,214	8,950
7520	SELVITZ RD	GLADES CUT-OFF RD	EDWARDS RD	CR	2U	D	D	11,000	10218	15,653	14,869	3,869	782	12.775	14,087	14,869	15,171	15,020
24110	SEMINOLE RD	PT PIERCE BLVD	NORTH BLVD	CR	2U	C	C	0	0	0	0	0	0	0	0	0	0	0
7600	SHINN RD	MIDWAY RD	OKEECHOBEE RD	CR	2U	D	D	600	1125	3,633	2,745	2,145	-525	697	3,270	2,745	1,660	2,202

Segment ID	On Street	From	To	Juris.	Lanes and Type	Volume Smoothing Method	Default Smoothing Method	Validation Year Count Volume	Validation Year Model Volume	Raw Model Volume	Selected Volume	Difference between Selected and VYCV	Difference between Selected and Raw	% AGR	(C) Raw AADT	(D) Difference Method	(E) Ratio Method	(F) Average Method
7810	SHINN RD	OKEECHOBEE RD	ORANGE AVE	CR	2U	D	D	750	932	2,116	1,723	973	-192	971	1,905	1,723	1,635	1,679
7821	SHINN RD	MIDWAY RD	WILLIAMS RD	CR	4D	C	C	0	71	1,056	951	951	0	0	951	0	0	0
7802	SHINN RD	WILLIAMS RD	E-W ROAD 6	CR	4D	C	C	0	0	1,023	921	921	0	0	921	0	0	0
7803	SHINN RD	E-W ROAD 6	GLADES CUT-OFF RD	CR	4D	C	C	0	0	1,044	939	939	0	0	939	0	0	0
7700	SNEED RD	OKEECHOBEE RD	ORANGE AVE	CR	2U	D	D	650	1154	1,547	788	238	-804	639	1,392	788	706	748
9102	SOUTHBEND BLVD	BECKER RD	FLORESTA DR	CR	2U	C	D	9,600	10316	11,479	10,328	728	0	11,143	10,328	9,172	9,778	9,445
7503	SR A1A NORTH	SHOREWINDS DR	INDIAN RIVER C L	SR	2U	F	F	5,900	5284	6,495	6,784	884	906	6,910	6,845	6,801	7,007	6,734
7500	SR A1A NORTH	US 1	OLD DIXIE HWY	SR	2U	F	F	7,100	5365	9,252	10,908	3,808	2,581	8,246	8,327	12,082	11,784	10,908
7513	SR A1A NORTH	OLD DIXIE HWY	N HWY A1A	SR	2U	F	F	7,900	9281	13,800	11,103	3,203	-1,280	9,192	12,425	11,044	11,261	11,163
7360 2	SR A1A SOUTH	OCEAN DR	BINNEY DR	SR	2U	C	F	10,400	13087	14,542	13,088	2,688	0	12,079	13,088	8,401	9,623	9,012
7360 3	SR A1A SOUTH	BINNEY DR	BINNEY DR	SR	2U	F	F	13,300	15087	17,654	14,521	1,221	-1,366	15,447	15,686	14,102	14,940	14,521
7330	SR A1A SOUTH	MARTIN C L	NETTLES ISLAND	SR	2U	F	F	13,900	12028	14,323	15,328	1,428	2,436	10,143	12,691	14,763	15,390	15,326
7310	SR A1A SOUTH	SOUTH CAUSEWAY PARK	INDIAN RIVER DR	SR	4U	F	F	12,500	15087	17,654	13,672	1,172	-2,217	14,518	15,689	13,302	14,042	13,672
7340	SR A1A SOUTH	NETTLES IS JND	FPL PLANT	SR	2U	U	F	10,300	7295	7,581	11,962	1,662	5,139	11,962	6,823	9,829	10,278	10,065
7350	SR A1A SOUTH	INDIAN RIVER DR	US 1	SR	4D	F	F	11,700	12188	14,376	12,849	1,149	-89	13,585	12,936	12,490	13,248	12,849
7356	SR A1A SOUTH	FPL PLANT	BLUE HERON BLVD	SR	2U	U	F	6,850	5082	4,331	7,956	1,106	4,058	7,956	3,898	5,668	5,634	5,638
7358 1	SR A1A SOUTH	BLUE HERON BLVD	SEAWAY DR	SR	2U	F	F	5,450	6513	11,448	7,138	1,688	-3,185	6,330	13,303	7,240	7,036	7,138
24390	ST JAMES BLVD	SEWITZ RD	ST JAMES DR	CR	2U	C	C	4,100	0	5,248	4,723	623	0	4,762	4,723	9,823	#DIV/0!	#DIV/0!
1100 1	ST JAMES DR	AROSO BLVD	ST JAMES BLVD	CR	4D	D	D	21,567	13497	18,110	24,369	2,802	6,259	23,048	16,299	24,366	27,781	26,075
1100 2	ST JAMES DR	ST JAMES BLVD	PEACHTREE BLVD	CR	4D	D	D	18,500	15705	21,365	22,020	3,520	2,791	21,488	19,229	22,020	24,154	23,087
1100 31	ST JAMES DR	PEACHTREE BLVD	TELFORD AVE	CR	4D	D	D	17,750	12378	16,497	20,219	2,469	5,372	20,615	14,847	20,219	22,710	21,465
1100 32	ST JAMES DR	TELFORD AVE	MIDWAY RD	CR	4D	D	D	17,000	13832	18,486	20,006	3,006	3,368	19,744	16,638	20,006	22,131	21,069
7810	ST LUCIE BLVD	KINGS HWY	KEEN RD	CR	2U	D	D	5,000	4404	5,671	5,790	790	658	5,912	5,104	5,790	6,292	6,041
7820	ST LUCIE BLVD	KEEN RD	25TH ST	CR	2U	D	D	5,100	3248	4,828	6,158	1,058	1,654	5,923	4,344	6,198	7,279	6,738
7810 1	ST LUCIE BLVD	25TH ST	SENECA AVE	SR	2U	U	F	4,500	8670	5,217	5,226	726	231	5,225	4,695	920	2,599	1,760
7830 2	ST LUCIE BLVD	SENECA AVE	US 1	SR	2U	U	F	4,500	7140	3,360	5,226	726	2,202	5,225	3,024	384	2,033	1,209
7830 3	ST LUCIE BLVD	US 1	OLD DIXIE HWY	CR	2U	C	C	0	0	145	131	131	0	0	131	0	0	0
7880	ST LUCIE WEST BLVD	W OF I-95	E OF I-95	CR	4D	D	D	20,250	20580	49,559	44,833	24,583	-330	23,518	44,963	44,833	47,192	45,913
7900	ST LUCIE WEST BLVD	E OF I-95	CALIFORNIA BLVD	CR	6D	D	D	30,000	29560	55,599	50,479	20,479	440	34,640	50,039	50,479	54,170	52,325
7910	ST LUCIE WEST BLVD	CALIFORNIA BLVD	COUNTRY CLUB DR	CR	6D	D	D	36,500	18000	37,450	52,205	15,705	18,500	42,391	33,705	52,205	72,602	62,553
7920	ST LUCIE WEST BLVD	COUNTRY CLUB DR	CASHMERE BLVD	CR	6D	D	D	36,500	23122	40,013	49,390	12,890	13,378	42,391	36,012	49,390	60,636	55,014
7930	ST LUCIE WEST BLVD	CASHMERE BLVD	BAYSHORE BLVD	CR	6D	D	D	43,000	28418	52,489	61,801	18,801	14,583	49,945	47,218	61,801	76,211	69,006
3290 5	STONY CREEK WAY	RANGE LINE RD	N-S ROAD A	CR	4D	C	C	0	0	4,588	4,129	4,129	0	0	4,129	0	0	0
3290 7	STONY CREEK WAY	N-S ROAD A	TRADITION PKWY	CR	4D	C	C	0	0	0	0	0	0	0	0	0	0	0
8000	SUNRISE BLVD	MIDWAY RD	BELL AVE	CR	2U	D	D	2,350	836	2,793	4,228	1,878	1,714	2,729	2,514	4,228	9,907	7,067
8010	SUNRISE BLVD	BELL AVE	EDWARDS RD	CR	2U	D	D	1,350	1934	4,103	5,658	2,358	1,966	3,823	3,692	5,658	9,743	7,700
8020 1	SUNRISE BLVD	EDWARDS RD	CORTEZ BLVD	CR	2U	D	D	4,950	679	2,343	6,365	1,433	4,275	5,749	2,108	6,365	16,491	11,437
8020 2	SUNRISE BLVD	CORTEZ BLVD	VIRGINIA AVE	CR	2U	D	D	5,300	1658	3,543	8,831	1,531	3,942	6,155	3,186	8,831	10,973	9,852
8030	SUNRISE BLVD	VIRGINIA AVE	OLEANDER AVE	CR	2U	U	D	4,700	4520	4,643	5,459	759	1,285	5,459	4,178	4,359	4,634	4,496
8041	SUNRISE BLVD	OLEANDER AVE	17TH ST	CR	2D	U	D	4,700	7380	7,420	5,459	759	-1,219	5,459	6,576	3,998	4,536	4,267
8042	SUNRISE BLVD	17TH ST	US 1	CR	2D	U	D	3,400	2686	2,703	3,949	549	1,516	3,949	2,432	3,147	3,285	3,216
44107	TAYLOR DAIRY RD	ANGLE RD	ST LUCIE BLVD	CR	2U	C	#N/A	0	0	704	634	634	0	0	634	0	0	0
25480	THORNHILL DR	BAYSHORE BLVD	FLORESTA DR	CR	2U	D	D	6,700	7228	11,117	7,478	2,778	-2,528	5,459	10,006	7,478	6,940	7,209
9200 11	TIFFANY AVE	US 1	HILLMOOR DR	CR	4D	U	D	9,850	14348	10,467	11,242	1,592	1,622	11,242	9,420	4,750	6,779	5,765
9200 12	TIFFANY AVE	HILLMOOR DR	VILLAGE GREEN DR	CR	4D	C	D	6,500	9235	7,904	7,114	614	0	7,849	7,114	4,372	5,341	4,860
9200 2	TIFFANY AVE	VILLAGE GREEN DR	LENNARD RD	CR	4D	C	D	5,150	6124	7,783	6,987	1,837	0	5,981	6,987	9,013	8,267	8,640
22900 1	TORINO PKWY	CASHMERE BLVD	VOLUCIA DR	CR	2U	D	D	5,600	3845	6,888	6,154	2,554	1,955	6,504	8,199	8,154	10,159	9,157
22900 2	TORINO PKWY	VOLUCIA DR	CALIFORNIA BLVD	CR	2U	U	D	5,600	3069	4,906	6,948	1,348	2,531	6,504	4,417	6,948	8,597	7,773
22910 1	TORINO PKWY	CALIFORNIA BLVD	EAST TORINO PKWY	CR	2U	C	C	0	2101	3,510	3,159	3,159	0	0	3,159	0	0	0
3290 8	TRADITION PKWY	RANGE LINE RD	N-S ROAD A	CR	4D	C	C	0	0	5,888	5,297	5,297	0	0	5,297	0	0	0
3290 9	TRADITION PKWY	N-S ROAD A	STONY CREEK WAY	CR	4D	C	C	0	0	13,030	11,727	11,727	0	0	11,727	0	0	0
3290 10	TRADITION PKWY	STONY CREEK WAY	COMMUNITY BLVD	CR	4D	C	C	0	0	20,030	18,027	18,027	0	0	18,027	0	0	0
3290 11	TRADITION PKWY	COMMUNITY BLVD	VILLAGE PKWY	CR	4D	C	D	4,300	5071	23,815	21,434	17,134	0	4,994	21,434	22,683	19,385	20,034
3290 12	TRADITION PKWY	VILLAGE PKWY	W OF I-95	CR	6D	C	D	19,600	11950	64,165	57,749	38,249	0	22,847	57,749	65,290	100,516	82,903
24810 2	TULIP BLVD	PARR DR	DARWIN BLVD	CR	2U	D	D	3,800	2140	2,974	4,337	537	1,686	4,413	2,677	4,337	8,070	6,703
24800	TULIP BLVD	DARWIN BLVD	PORT ST LUCIE BLVD	CR	2U	D	D	6,800	2998	4,475	7,829	1,029	3,802	7,895	4,027	7,829	9,743	8,786
24810 1	TULIP BLVD	PORT ST LUCIE BLVD	PARR DR	CR	2U	D	D	3,550	3375	7,360	6,817	3,267	175	4,123	6,642	6,817	7,452	7,135
9100	US 1	MARTIN C L	LENNARD RD	SR	6D	F	F	55,000	67590	79,851	60,827	5,827	-11,035	63,877	71,866	59,279	62,378	60,827
9110	US 1	LENNARD RD	PORT ST LUCIE BLVD	SR	6D	F	F	55,000	63728	73,764	59,407	4,407	-6,999	63,877	68,406	57,680	61,134	59,407
9120	US 1	PORT ST LUCIE BLVD	JENNINGS RD	SR	6D	F	F	48,000	38068	47,054	55,392	6,192	8,047	53,424	42,349	54,596	56,996	55,792
9130	US 1	JENNINGS RD	TIFFANY AVE	SR	6D	F	F	37,000	36171	49,283	40,773	3,773	2,434	42,972	44,338	45,169	48,176	46,772
9140	US 1	TIFFANY AVE	WALTON RD	SR	6D	F	F	40,750	39252	52,214	53,917	13,167	6,925	47,327	48,992	51,490	58,344	53,917
9150	US 1	WALTON RD	VILLAGE GREEN DR	SR	6D	F	F	44,500	44588	60,106	55,797	11,297	1,709	51,683	54,095	54,007	57,387	55,697
9160	US 1	VILLAGE GREEN DR	SPANISH LAKES BLVD	SR	6D	U	F	48,000	40113	50,099	55,747	7,747	10,658	55,747	49,065	43,068	47,008	45,490
9170	US 1	SPANISH LAKES BLVD	PRIMA VISTA BLVD	SR	6D	U	F	48,000	49201	49,632	55,747	7,747	11,078	55,747	44,669	43,668	46,464	44,976
9180	US 1	PRIMA VISTA BLVD	RIO MAR DR	SR	6D	U	F	39,500	38502	41,008	47,381	5,881	5,484	42,391	36,908	34,999	37,327	36,113
9190	US 1	RIO MAR DR	KITTERMAN RD	SR	6C	F	F	34,750	35499	48,407	44,153	9,403	587	40,359	43,566	42,617	45,490	44,153
9200 1	US 1	KITTERMAN RD	S OF SAEGER AVE	SR	6D	F	F	33,000	34268	46,252	41,572	8,572	-54	38,326	41,627	40,371	43,774	41,572
9200 2	US 1	S OF SAEGER AVE	EASY ST	SR	6D	F	F	33,000	33097	45,991	42,656	9,656	1,287	38,326	41,392	41,295	44,022	42,659
9210	US 1	EASY ST	MIDWAY RD	SR	6D	F	F	31,000	29275	41,435	40,569	9,569	3,277	36,003	37,291	39,016	42,121	40,569
9220	US 1	MIDWAY RD	WEATHERBEE RD	SR	4D	F	F	28,000	27302	33,034	31,476	3,476	1,745	32,519	29,730	30,428	32,523	31,476
9230	US 1	WEATHERBEE RD	FARMERS MARKET RD	SR	4D	F	F	30,000	28394	35,011	34,314	4,314	2,654	34,842	31,510	33,118	35,512	34,314
9240	US 1	FARMERS MARKET RD	EDWARDS RD	SR	4D	F	F	32,000	28683	35,514	36,693	4,693	4,730	37,166	31,965	35,310	38,078	36,693
9250	US 1	EDWARDS RD	SAVANNAH RD	SR	4D	F	F	31,750	27450	34,503	38,795	5,045	5,744	36,874	31,053	35,323	39,270	37,296
9260 2	US 1	SAVANNAH RD	GARDENIA AVE	SR	4D	F	F	31,850	29108	35,929	36,027	4,527	3,691	36,584	32,336	34,729	37,326	36,027
9260 1	US 1	GARDENIA AVE	VIRGINIA AVE	SR	4D	F	F	31,500	29053	35,758	35,624	4,424	3,742	36,584	32,162	34,629	37,216	35,924
9270 1	US 1	VIRGINIA AVE	OHIO AVE	SR	4D	F	F	40,000	32291	46,573	47,201	7,201	32,286	48,456	34,916	42,625	51,778	47,201
9270 2	US 1	OHIO AVE	GEORGIA AVE	SR	4D	F	F	35,500	33213	47,175	41,012	5,512	25,560	41,230	35,453	37,740	44,283	41,012
9280	US 1	GEORGIA AVE	DELAWARE AVE	SR	4D	F	F	31,000	31328	47,697	41,045	10,045	25,118	39,003	35,927	35,599	48,491	41,045
9290	US 1	DELAWARE AVE	CITRUS AVE	SR	4D	F	F	28,350	31757	47,982	34,733	6,383	18,549	30,803	36,184	30,777	38,690	34,733
9300	US 1	CITRUS AVE	ORANGE AVE	SR	4D	F	F	21,700	5944	14,318	39,404	17,704	26,521	26,702	12,883	26,839	50,165	38,404
9310	US 1	ORANGE AVE	AVENUE A	SR	4D	F	F	23,350	6423	13,256	37,360	14,210	25,630	27,119	11,930	28,857	49,263	37,560
9320 2	US 1	AVENUE A	AE BACKUS AVE	SR	4D	F	F	23,350	6845	13,368	36,917	13,567	24,885	27,119	12,032	28,737	45,097	36,917
9330	US 1	AE BACKUS AVE	AVENUE D	SR	4D	F	F	23,350	7052	14,175	37,057	13,707	24,299	27,119	12,756	28,566	45,058	37,057
9340	US 1	AVENUE D	SR A1A SOUTH	SR	4D	F	F	25,000	5562	13,269	44,205	19,205	32,263	29,035	11,942	31,360	57,051	44,205
9240 1	US 1	SR A1A SOUTH	AVENUE H	SR	4D	F	F	20,500	13303	24,747	37,218	13,718	16,948	27,293	22,272	32,489	41,947	37,218
9240 2	US 1	AVENUE H	OLD DIXIE HWY	SR	4D	F	F	24,250	20026	29,115	32,137	7,887	5,933	28,164	26,204	30,428	33,846	32,137
9350 1	US 1	OLD DIXIE HWY	AVENUE O	SR	4D	F	F	24,250	16887	23,284	27,763	3,513	6,807	28,164	20,956	25,619	29,907	27,763
9350 2	US 1	AVENUE O	SR A1A NORTH	SR	4D	F	F	20,300	23359	30,251	24,661	4,361	-2,665	23,576	27,228	24,127	25,195	24,661
9360	US 1	SR A1A NORTH	JUANITA AVE	SR	4D	F	F	21,050	23161	31,818	27,120	6,070	-1,516	24,447	28,836	26,504	27,736	27,120
9370	US 1	JUANITA AVE	ST LUCIE BLVD	SR	4D	F	F	17,100	20248	26,972	21,413	4,313	-2,771	19,860	24,184	21,059	21,766	21,413
9380	US 1	ST LUCIE BLVD	25TH ST	SR	4D	C	F	16,500	23298	25,454	23,069	6,269	0	19,512	23,069	16,391	17,795	17,093
9390	US 1	25TH ST	INDRIO RD	SR	4D	F	F	16,500	23112	28,694	25,968	9,468	-7,132	19,163	32,125	25,521	24,465	24,993
9400	US 1	INDRIO RD	KINGS HWY	SR	4D	F	F	18,000	18764	27,435	24,642	6,642	-96	20,905	24,737	23,973	25,311	24,642
9410	US 1	KINGS HWY	INDIAN RIVER C L	SR	4D	F	F	19,500	29749	38,038	27,617	8,117	-6,414	22,647	34,232	27,583	27,552	27,617
9420	VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD	LYNGATE DR	CR	4D	U	D	10,100	15892	11,970	17,537	2,437	6,764	17,537	10,773	9,981	10,919	10,450
9410	VETERANS MEMORIAL PKWY	LYNGATE DR	US 1	CR	4D	U	D	10,451	9103	7,552	12,149	1,698	5,353	12,149	6,796	8,154	9,331	8,743
10330	VILLAGE GREEN DR	US 1	WALTON RD	CR	4D	D	D	8,700	5218	16,443	16,261	9,561	1,482	7,761	14,779	18,281	20,268	19,274
10340	VILLAGE GREEN DR	WALTON RD	TIFFANY AVE	CR	2U	D	D	3,600	3170	5,325	5,222	1,622	439	4,181	4,783	5,222	5,805	5,514
9110 1	VILLAGE PKWY	BECKER RD	PAAR (WEST)	CR	4D	C	C	1,800	2	15,182	13,665	11,865	0	2,091	13,665	15,463	##########	8,568,797
9110 2	VILLAGE PKWY	PAAR (WEST)	OPEN VIEW (WEST)	CR	4D	C	C	1,800	2	17,044	15,339	13,539	0	2,091	15,339	17,137	##########	7,371,433
9110 3	VILLAGE PKWY	OPEN VIEW (WEST)	DISCOVERY WAY	CR	4D	C	C	1,800	2	20,045	18,041	16,241	0	2,091	18,041	19,839	##########	8,669,790
9110 4	VILLAGE PKWY	DISCOVERY WAY	TRADITION PKWY	CR	6D	D	D	1,800	402	35,532	33,377	31,577	1,398	2,091	31,979	33,377	152,736	93,057
9120 1	VILLAGE PKWY	TRADITION PKWY	WESTCLIFFE LN	CR	4D	D	D	19,000	3812	10,879	22,179	6,179	12,389	19,582	9,791	22,179	46,261	34,220
9120 2	VILLAGE PKWY	WESTCLIFFE LN	CROSSROADS PKWY	CR	4D	D	D	5,400	2282	7,441	9,815	4,415	3,118	6,272	6,837	9,815	16,804	13,310
9501	VIRGINIA AVE	OKEECHOBEE RD	HARTMAN RD	SR	6D	F	F	22,000	22420	37,249	34,097	12,097	573	25,551	33,524	33,104	35,089	34,097
9502	VIRGINIA AVE	HARTMAN RD	35TH ST	SR	6D	F	F	22,000	22420	37,249	34,097	12,097	573	25,551	33,524	33,104	35,089	34,097
9503 2	VIRGINIA AVE	35TH ST	25TH ST	SR	6D	F	F	22,500	21067	34,083	33,527	11,027	2,956	26,132	30,672	32,108	34,948	33,527
9510	VIRGINIA AVE	25TH ST	13TH ST	SR	6D	F	F	24,750	30435	40,181	30,903	6,153	-5,240	28,746	36,163	30,478	31,368	30,923
9520 1	VIRGINIA AVE	13TH ST	11TH ST	SR	6D	F	F	24,000	31769	39,341	28,065	4,065	-7,322	27,874	39,407	27,638	28,432	28,035
9520 2	VIRGINIA AVE	11TH ST	SUNRISE BLVD	SR	6D	F	F	24,000	30436	37,907	28,105	4,105	-5,921	27,874	34,026	27,590	28,629	28,109
9530	VIRGINIA AVE	SUNRISE BLVD	OLEANDER AVE	SR	6D	F	F	22,500	25599	32,653	26,963	4,463	-2,428	26,132	29,387	26,331	27,595	26,963
9540 1	VIRGINIA AVE	OLEANDER AVE	COLONIAL RD	SR	6D	F	F	21,000	19709	23,424	23,168	2,168	2,084	24,388	21,092	22,293	23,960	23,126
9540 2	VIRGINIA AVE	COLONIAL RD	US 1	SR	6D	F	F	21,000	20699	25,047	24,413	3,413	388	24,388	24,046	24,399	24,446	24,413
22915	VOLUCIA DR	TORINO PKWY	BLANTON BLVD	CR	2U	C	C	0	3450	5,489	5,250	5,250	0	0	5,250	0	0	0
8000	WALTON RD	US 1	VILLAGE GREEN DR	CR	4D	U	D	12,450	7281	4,700	14,450	2,000	9,948	14,450	4,512	9,881	7,935	8,908
8010	WALTON RD	VILLAGE GREEN DR	LENNARD RD	CR	4D	D	D	9,900	6589	13,152	15,937	6,037	3,311	11,498	12,826	15,937	18,970	17,453
8020	WALTON RD	LENNARD RD	GREEN RIVER PKWY	CR	2U	D	D	7,300	7764	12,476	11,513	4,213	-464	8,478	11,977	11,513	11,261	11,387
8030	WALTON RD	GREEN RIVER PKWY	INDIAN RIVER DR	CR	2U	D	D	4,850	6327	9,564	7,733	2,883	-1,477	5,633	9,210	7,733	7,060	7,396
8810	WEATHERBEE RD	OLEANDER AVE	US 1	CR	2U	D	D	2,200	4576	6,111	5,311	3,111	-2,476	2,566	7,787	5,311	3,663	4,487
8930	WEATHERBEE RD	US 1	MIDWAY RD	CR	2U	D	D	5,400	2676	3,926	8,493	1,093	2,722	6,272	3,771	8,493	7,634	7,064
24500	WESTCLIFFE LN	TREMONTE AVE	VILLAGE PKWY	CR	4D	D	D	1,100	324	3,928	4,547	3,447	776	1,276	3,771	4,547	12,602	8,575
9010	WESTMORELAND BLVD	MARTIN C L	MORNINGSIDE BLVD	CR	2D	D	D	8,600	10290	12,739	10,738	1,938	-1,492	10,520	12,230	10,738	10,457	10,597
9020	WESTMORELAND BLVD	MORNINGSIDE BLVD	PORT ST LUCIE BLVD	CR	2D	D	D	12,300	7991	10,894	14,805	2,505	4,349	14,485	10,459	14,805	18,179	16,453
3105	WHITMORE DR	BAYSHORE BLVD	AROSO BLVD	CR	2U	C	C	0	5229	4,383	4,209	4,209	0	0	4,209	0	0	0
3156	WHITMORE DR	AROSO BLVD	THORNHILL	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0

Segment ID	On Street	From	To	Juris.	Lanes and Type	Volume Smoothing Method	Default Smoothing Method	Validation Year Count Volume	Validation Year Model Volume	Raw Model Volume	Selected Volume	Difference between Selected and VYCV	Difference between Selected and Raw	% AGR	(C) Raw AADT	(D) Difference Method	(E) Ratio Method	(F) Average Method
5187	WHITMORE DR	THORNHILL	FLORESTA	CR	2U	C	#N/A	0	0	0	0	0	0	0	0	0	0	0
25006	WILLIAMS EXT	MCCARTY RD	ARTERIAL A	CR	4D	C	C	0	0	295	286	286	0	0	286	0	0	0
25007	WILLIAMS EXT	ARTERIAL A	GLADES CUTOFF RD	CR	4D	C	C	0	0	10	10	10	0	0	10	0	0	0
25205	WILLIAMS RD	SHINN RD	MCCARTY RD	CR	2U	C	C	0	0	0	0	0	0	0	0	0	0	0
25995	WINTER GARDEN PKWY	KINGS HWY	FT PIERCE BLVD	CR	2U	C	C	3,100	0	3,488	3,348	248	0	3.600	3,348	6,448	#DIV/0!	#DIV/0!

ORANGE AVE FROM KINGS HIGHWAY TO E OF I-95 SB RAMP
4461681 SIS

Project Description: INTERCHANGE - ADD LANES
Extra Description: ADD EB RIGHT TURN LANE FROM ORANGE AVE TO I-95 SB ON-RAMP & ADD WB RIGHT-TURN LANE FR ORANGE AVE TO NB KINGS HIGHWAY. NB & WB PROTECTED RIGHT TURN PHASES TO BE ADDED AT INTERSECTION OF ORANGE AVE AND KINGS HIGHWAY. EB TO SB ON-RAMP ENTRANCE TO BE RELOCATED TO THE EXISTING SIGNALIZED INTERSECTION FOR THE WB TO SB (SEE WP45)
Lead Agency: MANAGED BY FDOT
From: KINGS HIGHWAY
Length: .646
To: E OF I-95 SB RAMP
Phase Group: P D & E, PRELIMINARY ENGINEERING, RIGHT OF WAY, ENVIRONMENTAL

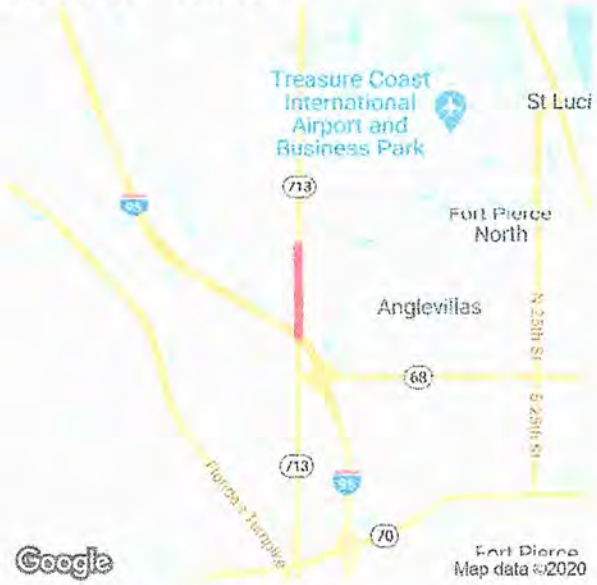
Phase	Fund Code	2021	2022	2023	2024	2025	Total
PDE	ACFP	0	310,000	0	0	0	310,000
PE	ACFP	0	0	0	477,924	0	477,924
ROW	ACFP	0	0	0	0	345,821	345,821
ENV	ACFP	0	0	0	10,000	0	10,000
			310,000		**487,924**	**345,821**	**1,143,745**

Prior Year Cost: 0
Future Year Cost: 0
Total Project Cost: 1,143,745
LRTP: Page 7-1

Notes

KINGS HIGHWAY FR N OF I-95 OVERPASS TO N OF COMMERCIAL CIR

4383791 Non-SIS



Project Description: ADD LANES & RECONSTRUCT
Extra Description: 2017 TPO PRIORITY #4 WIDENING 2 TO 4 LANES PD&E UNDER 230256-5
Lead Agency: MANAGED BY FDOT **From:** N OF I-95 OVERPASS
Length: 1.400 **To:** N OF COMMERCIAL CIR
Phase Group: RIGHT OF WAY, CONSTRUCTION, PRELIMINARY ENGINEERING, ENVIRONMENTAL

Phase	Fund Code	2021	2022	2023	2024	2025	Total
ROW	SU	550,932	0	0	0	0	550,932
CST	SA	0	0	0	19,059,878	99,346	19,159,224
CST	DS	0	0	0	24,416,190	0	24,416,190
ROW	DDR	347,013	9,558,552	5,000,000	2,290,916	0	17,196,481
ENV	DDR	0	60,000	0	0	0	60,000
		897,945	**9,618,552**	**5,000,000**	**45,766,984**	**99,346**	**61,382,827**

Prior Year Cost: 9,874,313
Future Year Cost: 0
Total Project Cost: 117,468,388
LRTP: Page 6-5

Notes

KINGS HIGHWAY FR SOUTH OF OKEECHOBEE ROAD TO NORTH OF PICOS RD

2302568 Non-SIS

Project Description: LANDSCAPING
Extra Description: STANDALONE DEPENDENT PROJECT FOR 230256-6
Lead Agency: MANAGED BY FDOT **From:** 500 feet S OF OKEECHOBEE
Length: 1.890 **To:** NORTH OF PICOS ROAD
Phase Group: PRELIMINARY ENGINEERING, CONSTRUCTION

Phase	Fund Code	2021	2022	2023	2024	2025	Total
PE	DIH	27,898	27,898	0	0	0	55,796
CST	DIH	0	0	57,694	0	0	57,694
PE	DDR	194,076	0	0	0	0	194,076
CST	DDR	0	0	655,611	0	0	655,611
		221,974	**27,898**	**713,305**			**963,177**

Prior Year Cost: 77,444,910
Future Year Cost: 0
Total Project Cost: 81,485,486
LRTP: Page 6-5

Notes

KINGS HIGHWAY FROM N OF COMMERCIAL CIRCLE TO NORTH OF ST LUCIE BLVD

4383792 Non-SIS

Project Description: ADD LANES & RECONSTRUCT
Extra Description: 2017 TPO PRIORITY #4 WIDENING FROM 2 TO 4 LANES; PD&E UNDER 230256-5
Lead Agency: MANAGED BY FDOT **From:** N OF COMMERCIAL CIRCLE
Length: 1.210 **To:** NORTH OF ST LUCIE BLVD
Phase Group: RIGHT OF WAY, CONSTRUCTION, PRELIMINARY ENGINEERING, ENVIRONMENTAL

Phase	Fund Code	2021	2022	2023	2024	2025	Total
ROW	SU	1,646,606	1,901,548	1,878,190	0	0	5,426,344
CST	SA	0	0	3,655,351	0	0	3,655,351
CST	DS	0	0	8,096,315	0	0	8,096,315
CST	DIH	0	0	125,524	129,007	0	254,531
CST	DDR	0	0	15,567,100	0	0	15,567,100
ROW	DDR	0	0	2,150,983	0	0	2,150,983
		1,646,606	**1,901,548**	**31,473,463**	**129,007**		**35,150,624**

Prior Year Cost: 9,874,313
Future Year Cost: 0
Total Project Cost: 117,468,388
LRTP: Page 6-5

Notes

KINGS HIGHWAY FROM NORTH OF PICOS RD TO NORTH OF I-95 OVERPASS
2302567 Non-SIS

Project Description: ADD LANES & RECONSTRUCT
Extra Description: PE/ENGINEERING UNDER 230256-2 2013 TPO PRIORITY #1 CONCRETE AT THE INTERSECTION OF ORANGE AVENUE
Lead Agency: MANAGED BY FDOT
From: NORTH OF PICOS RD
Length: 1.217
To: NORTH OF I-95 OVERPASS
Phase Group: RIGHT OF WAY, CONSTRUCTION, ENVIRONMENTAL, RAILROAD & UTILITIES

Phase	Fund Code	2021	2022	2023	2024	2025	Total
ROW	DS	0	72,874	0	0	0	72,874
ROW	DDR	0	157,583	0	0	0	157,583
			230,457				**230,457**

Prior Year Cost: 77,444,910
Future Year Cost: 0
Total Project Cost: 81,485,486
LRTP: Page 6-2

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Notes

KINGS HIGHWAY FROM NORTH OF PICOS RD TO NORTH OF I-95 OVERPASS

4380411 Non-SIS

Project Description: LANDSCAPING
Extra Description: STANDALONE DEPENDENT PROJECT FOR 230256-7
Lead Agency: MANAGED BY FDOT **From:** NORTH OF PICOS RD
Length: 1.552 **To:** NORTH OF I-95 OVERPASS
Phase Group: PRELIMINARY ENGINEERING, ENVIRONMENTAL, CONSTRUCTION

Phase	Fund Code	2021	2022	2023	2024	2025	Total
PE	DS	150,525	0	0	0	0	150,525
ENV	DS	5,000	0	0	0	0	5,000
PE	DIH	5,000	0	0	0	0	5,000
CST	DIH	0	0	44,730	0	0	44,730
CST	DDR	0	0	508,288	0	0	508,288
		160,525		**553,018**			**713,543**

Prior Year Cost: 0
Future Year Cost: 0
Total Project Cost: 713,543
LRTP: Page 6-2

Notes

KINGS HIGHWAY FROM NORTH OF ST LUCIE BLVD TO INDRIO ROAD
4383793 Non-SIS

Project Description: ADD LANES & RECONSTRUCT
Extra Description: 2020 TPO PRIORITY #5 WIDENING FROM 2 TO 4 LANES; PD&E UNDER 230256-5 R/W REQUIRED
Lead Agency: MANAGED BY FDOT
From: ST LUCIE BOULEVARD
Length: 2.190
To: SOUTH OF INDRIO ROAD
Phase Group: RIGHT OF WAY, PRELIMINARY ENGINEERING

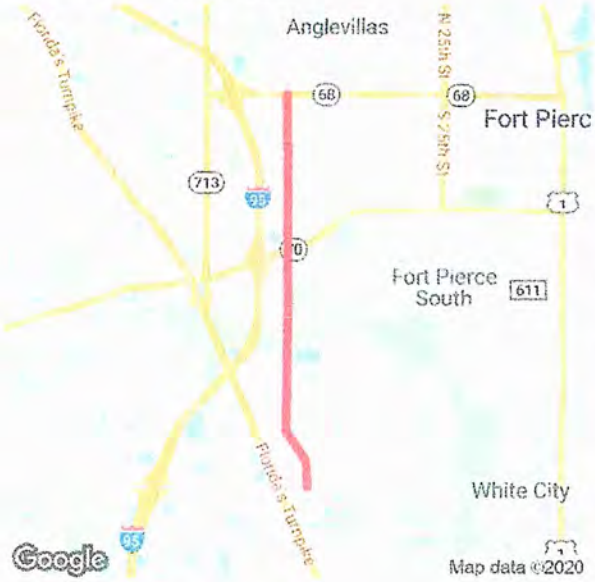
Phase	Fund Code	2021	2022	2023	2024	2025	Total
ROW	SA	0	0	3,605,309	0	0	3,605,309
ROW	DS	0	0	6,939,345	0	0	6,939,345
ROW	DIH	0	0	162,000	0	0	162,000
ROW	DDR	0	0	353,970	0	0	353,970
				11,060,624			**11,060,624**

Prior Year Cost: 9,874,313
Future Year Cost: 0
Total Project Cost: 117,468,388
LRTP: Page 6-5

Notes

JENKINS ROAD FROM MIDWAY ROAD TO ORANGE AVENUE

4463311 Non-SIS



Project Description: PD&E/EMO STUDY
Extra Description: 2020 TPO PRIORITY #7 LFA WITH ST. LUCIE COUNTY IS R/W NEEDED
Lead Agency: MANAGED BY FDOT
From: MIDWAY ROAD
Length: 2.128
To: ORANGE AVENUE
Phase Group: P D & E

Phase	Fund Code	2021	2022	2023	2024	2025	Total
PDE	TRIP	0	0	0	0	375,000	375,000
PDE	SU	0	0	0	0	20,000	20,000
PDE	LFP	0	0	0	0	375,000	375,000
						770,000	**770,000**

Prior Year Cost: 0
Future Year Cost: 0
Total Project Cost: 770,000
LRTP: Page 6-5

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Notes

APPENDIX C

ST. LUCIE COUNTY 2019/2020 LEVEL OF SERVICE REPORT

FDOT 2020 QUALITY LEVEL OF SERVICE

OTHER PROJECT DATA

GROWTH RATE DATA

AM APPROVED PROJECTS			Kings Highway Commerce			Creekside			43 Bent Creek @ 50% Complete City of Fort Pierce			44 Celebration Pointe @25% Complete City of Fort Pierce			37 Whispering Oaks			Project Hunt		
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W
25th St	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Edwards Rd.	Bell Ave.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
Jenkins Rd	Orange	Peterson	3%	6	2	5%	7	21	2%	1	4	30%	9	29	70%	117	32	2%	2	0
	Peterson	Okeechobee	3%	6	2	5%	7	21	2%	1	4	50%	48	15	12%	20	5	5%	4	1
	Okeechobee	Edwards	3%	6	2	5%	7	21	0%	0	0	5%	5	2	5%	8	2	0%	0	0
Orange Ave	Rock Rd	Kings Hwy	2%	1	4	0%	0	0	0%	0	0	5%	5	2	5%	8	2	3%	1	1
	Kings Hwy	I-95	30%	17	59	0%	0	0	5%	3	9	10%	10	3	10%	17	5	40%	7	30
	I-95	Jenkins Rd	20%	11	39	0%	0	0	20%	12	37	25%	24	8	60%	100	27	20%	3	15
	Jenkins Rd	Hartman Rd	25%	14	49	0%	0	0	25%	16	47	5%	5	2	10%	17	5	18%	3	14
	Hartman	Angle Rd	20%	11	39	0%	0	0	35%	65	22	15%	5	14	20%	33	9	18%	3	14
	Angle	25th St	15%	8	30	0%	0	0	33%	61	20	10%	3	10	13%	22	6	0%	0	0
Kings Hwy	Okeechobee Rd	Picos Rd	45%	89	25	5%	21	7	3%	6	2	2%	2	1	2%	3	1	50%	38	9
	Picos Rd	Orange Ave	45%	89	25	5%	21	7	3%	6	2	2%	2	1	2%	3	1	43%	33	7
	Orange Ave	Angle Rd (CR603)	0%	0	0	0%	0	0	2%	4	1	3%	3	1	3%	5	1	0%	0	0
Edwards Rd.	US 1	Oleander	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Oleander	25th	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	25th	Jenkins Rd	0%	0	0	0%	0	0	0%	0	0	5%	2	5	5%	8	2	0%	0	0
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	10	3	90%	379	129	0%	0	0	5%	2	5	5%	8	2	5%	1	1
	Kings Hwy	Crossroads Pkwy	35%	69	19	80%	337	114	0%	0	0	5%	2	5	5%	8	2	30%	5	5
	Crossroads Pkwy	I95	40%	79	22	80%	337	114	0%	0	0	5%	2	5	5%	8	2	30%	5	5
	I95	Jenkins Rd	20%	39	11	40%	168	57	0%	0	0	5%	2	5	5%	8	2	10%	2	2
	Jenkins Rd	McNeil Rd	20%	39	11	30%	126	43	0%	0	0	5%	2	5	2%	3	1	11%	2	2
	McNeil Rd	Virginia Ave	20%	39	11	30%	126	43	0%	0	0	0%	0	0	2%	3	1	9%	2	2
Peters Road	Crossroads Pkwy	White Road																		
	White Road	Graham Rd																		
				In	197		In	143		In	62		In	30		In	45		In	76
				Out	55		Out	421		Out	186		Out	96		Out	167		Out	17

AM APPROVED PROJECTS			Wawa Kings Highway			Kings Highway Warehouse			St. Lucie Commerce Center @25% Complete			Walsh Crossroads			Project Hurricane			SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net	Double Count	Net
25th St	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Edwards Rd.	Bell Ave.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
Jenkins Rd	Orange	Peterson	0%	0	0	0%	0	0	30%	42	9	0%	0	0	15%	2	5	134	52	85	17	-10	176	-3	98
	Peterson	Okeechobee	0%	0	0	0%	0	0	30%	42	9	0%	0	0	20%	2	7	77	54	45	19	-11	170	-4	80
	Okeechobee	Edwards	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	20	6	25	2	-1	25	0	26
Orange Ave	Rock Rd	Kings Hwy	55.0%	23	23	4%	14	14	90%	127	28	0%	0	0	5%	2	1	13	167	4	70	-3	177	-1	73
	Kings Hwy	I-95	55.0%	23	23	26%	89	89	50%	71	16	0%	0	0	10%	1	4	29	207	17	221	-7	229	-4	233
	I-95	Jenkins Rd	20.0%	8	8	3%	10	10	10%	14	3	0%	0	0	0%	0	0	137	47	72	76	-9	124	-15	133
	Jenkins Rd	Hartman Rd	10.0%	4	4	3%	10	10	5%	7	2	0%	0	0	15%	2	5	87	40	53	84	-8	69	-13	124
	Hartman	Angle Rd	10.0%	4	4	3%	10	10	5%	7	2	0%	0	0	15%	2	5	103	37	45	74	-7	133	-11	108
	Angle	25th St	10.0%	4	4	3%	10	10	5%	7	2	0%	0	0	15%	2	5	86	32	36	53	-6	111	-9	78
Kings Hwy	Okeechobee Rd	Picos Rd	20.0%	8	8	52%	177	178	0%	0	0	30%	2	2	15%	2	5	32	316	11	227	-8	340	-3	235
	Picos Rd	Orange Ave	20.0%	8	8	48%	164	164	30%	9	42	30%	2	2	15%	2	5	32	306	11	254	-8	190	-3	252
	Orange Ave	Angle Rd (CR603)	20.0%	8	8	18%	61	62	10%	3	14	0%	0	0	0%	0	0	12	73	3	84	-3	82	-1	87
Edwards Rd.	US 1	Oleander	0.0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Oleander	25th	0.0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	25th	Jenkins Rd	0.0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	10	0	7	0	0	10	0	7
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5.0%	2	2	4%	14	14	0%	0	0	5%	0	0	5%	2	1	389	29	136	20	-6	412	-4	152
	Kings Hwy	Crossroads Pkwy	5.0%	2	2	11%	38	38	0%	0	0	5%	0	0	0%	0	0	347	114	121	64	-23	438	-13	173
	Crossroads Pkwy	I95	5.0%	2	2	11%	38	38	0%	0	0	45%	2	3	55%	7	20	347	132	121	90	-26	458	-18	193
	I95	Jenkins Rd	0.0%	0	0	6%	20	20	0%	0	0	0%	0	0	40%	5	14	178	66	64	48	-13	231	-10	102
	Jenkins Rd	McNeil Rd	0.0%	0	0	6%	20	20	0%	0	0	0%	0	0	40%	5	14	131	67	49	48	-13	184	-10	87
	McNeil Rd	Virginia Ave	0.0%	0	0	3%	10	10	0%	0	0	0%	0	0	40%	5	14	130	56	44	37	-11	174	-7	74
Peters Road	Crossroads Pkwy	White Road										0%	0	0	65%	23	8	0	23	0	8	0	23	0	8
	White Road	Graham Rd										0%	0	0	35%	4	13	0	4	0	13	0	4	0	13
				In	42		In	342		In	141		In	7		In	36								
				Out	42		Out	341		Out	31		Out	5		Out	12								

PM APPROVED PROJECTS			Kings Highway Commerce			Creekside			43 Bent Creek @ 50% Complete			44 Celebration Pointe @25% Complete			37 Whispering Oaks			Project Hunt		
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W
25th St.	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Edwards Rd.	Bell Ave.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0			
Jenkins Rd	Orange	Peterson	3.0%	2	6	5.0%	25	16	2.0%	4	2	30.0%	30	17	70.0%	117	120	2.0%	0	1
	Peterson	Okeechobee	3.0%	2	6	5.0%	25	16	2.0%	4	2	50.0%	29	50	12.0%	20	21	5.0%	1	3
	Okeechobee	Edwards	3.0%	2	6	5.0%	25	16	0.0%	0	0	5.0%	3	5	5.0%	8	9	0.0%	0	0
Orange Ave	Rock Rd	Kings Hwy	2.0%	1	4	0.0%	0	0	0.0%	0	0	5.0%	3	5	5.0%	8	9	3.0%	2	2
	Kings Hwy	I-95	30.0%	56	20	0.0%	0	0	5.0%	10	6	10.0%	6	10	10.0%	17	17	40.0%	23	8
	I-95	Jenkins Rd	20.0%	37	14	0.0%	0	0	20.0%	39	23	25.0%	14	25	60.0%	100	103	20.0%	11	4
	Jenkins Rd	Hartman Rd	25.0%	47	17	0.0%	0	0	25.0%	48	28	5.0%	3	5	10.0%	17	17	18.0%	10	3
	Hartman	Angle Rd	20.0%	37	14	0.0%	0	0	35.0%	40	67	15.0%	15	9	20.0%	33	34	18.0%	10	3
	Angle	25th St	15.0%	28	10	0.0%	0	0	33.0%	37	64	10.0%	10	6	13.0%	22	22	0.0%	0	0
Kings Hwy	Okeechobee Rd	Picos Rd	45.0%	31	84	5.0%	16	25	3.0%	6	3	2.0%	1	2	2.0%	3	3	50.0%	10	29
	Picos Rd	Orange Ave	45.0%	31	84	5.0%	16	25	3.0%	6	3	2.0%	1	2	2.0%	3	3	43.0%	8	25
	Orange Ave	Angle Rd (CR603)	0.0%	0	0	0.0%	0	0	2.0%	2	4	3.0%	2	3	3.0%	5	5	0.0%	0	0
Edwards Rd.	US 1	Oleander	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0
	Oleander	25th	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0
	25th	Jenkins Rd	0.0%	0	0	0.0%	0	0	0.0%	0	0	5.0%	5	3	5.0%	8	9	0.0%	0	0
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5.0%	3	9	90.0%	280	448	0.0%	0	0	5.0%	5	3	5.0%	8	9	5.0%	3	3
	Kings Hwy	Crossroads Pkwy	35.0%	24	65	80.0%	249	398	0.0%	0	0	5.0%	5	3	5.0%	8	9	30.0%	17	17
	Crossroads Pkwy	I95	40.0%	27	74	80.0%	249	398	0.0%	0	0	5.0%	5	3	5.0%	8	9	30.0%	17	17
	I95	Jenkins Rd	20.0%	14	37	40.0%	124	199	0.0%	0	0	5.0%	5	3	5.0%	8	9	10.0%	6	6
	Jenkins Rd	McNeil Rd	20.0%	14	37	30.0%	93	149	0.0%	0	0	5.0%	5	3	2.0%	3	3	11.0%	6	6
	McNeil Rd	Virginia Ave	20.0%	14	37	30.0%	93	149	0.0%	0	0	0.0%	0	0	2.0%	3	3	9.0%	5	5
Peters Road	Crossroads Pkwy	White Road																		
	White Road	Graham Rd																		
				In	68		In	498		In	193		In	100		In	172		In	19
				Out	186		Out	311		Out	113		Out	57		Out	167		Out	57

PM APPROVED PROJECTS			Wawa Kings Highway			Kings Highway Warehouse			St. Lucie Commerce Center @25% Complete			Walsh Crossroads			Project Hurricane			SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net	Double Count	Net
25th St.	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Edwards Rd.	Bell Ave.							0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
Jenkins Rd	Orange	Peterson	10.0%	5	5	0.0%	0	0	30.0%	16	59	0%	0	0	15%	2	2	176	25	155	72	-5	195	-14	213
	Peterson	Okeechobee	8.0%	4	4	0.0%	0	0	30.0%	16	59	0%	0	0	20%	2	2	77	25	88	73	-5	97	-15	147
	Okeechobee	Edwards	0.0%	0	0	0.0%	0	0	0.0%	0	0	0%	0	0	0%	0	0	36	2	29	6	0	38	-1	34
Orange Ave	Rock Rd	Kings Hwy	55.0%	28	29	4.0%	9	9	90.0%	47	176	0%	0	0	5%	1	1	11	87	14	220	-3	95	-3	230
	Kings Hwy	I-95	55.0%	29	28	58.0%	125	266	50.0%	26	98	0%	0	0	10%	1	1	32	260	33	421	-8	284	-8	445
	I-95	Jenkins Rd	20.0%	10	10	13.0%	28	60	10.0%	5	20	0%	0	0	0%	0	0	153	92	151	107	-18	227	-21	236
	Jenkins Rd	Hartman Rd	10.0%	5	5	8.0%	17	37	5.0%	3	10	0%	0	0	15%	2	2	68	83	50	73	-17	134	-13	111
	Hartman	Angle Rd	10.0%	5	5	8.0%	17	37	5.0%	3	10	0%	0	0	15%	2	2	88	74	110	70	-15	147	-14	166
	Angle	25th St	10.0%	5	5	0.0%	0	0	5.0%	3	10	0%	0	0	15%	2	2	69	37	92	27	-7	99	-5	113
Kings Hwy	Okeechobee Rd	Picos Rd	20.0%	10	10	52.0%	112	238	0.0%	0	0	30.0%	6	4	15.0%	2	2	26	171	34	366	-6	190	-8	391
	Picos Rd	Orange Ave	20.0%	10	10	48.0%	104	220	30.0%	59	16	30.0%	6	4	15.0%	2	2	26	219	34	359	-6	239	-8	384
	Orange Ave	Angle Rd (CR603)	20.0%	10	10	18.0%	39	82	10.0%	20	5	0.0%	0	0	0.0%	0	0	9	69	12	98	-2	75	-3	107
Edwards Rd.	US 1	Oleander	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0	0	0	0	0	0	0	0
	Oleander	25th	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0	0	0	0	0	0	0	0
	25th	Jenkins Rd	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	13	0	11	0	0	13	0	11
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5.0%	3	3	4.0%	9	9	0.0%	0	0	5%	1	1	5%	1	1	293	19	460	25	-4	308	-5	471
	Kings Hwy	Crossroads Pkwy	5.0%	3	3	11.0%	24	24	0.0%	0	0	5%	1	1	0%	0	0	262	68	410	109	-14	317	-22	497
	Crossroads Pkwy	I95	5.0%	3	3	11.0%	24	24	0.0%	0	0	45%	9	5	55%	6	6	262	86	410	129	-17	331	-26	513
	I95	Jenkins Rd	0.0%	0	0	6.0%	13	13	0.0%	0	0	0%	0	0	40%	4	4	138	37	211	60	-7	167	-12	259
	Jenkins Rd	McNeil Rd	0.0%	0	0	6.0%	13	13	0.0%	0	0	0%	0	0	40%	4	4	102	37	156	60	-7	131	-12	204
	McNeil Rd	Virginia Ave	0.0%	0	0	3.0%	6	6	0.0%	0	0	0%	0	0	40%	4	4	97	30	153	53	-6	120	-11	195
Peters Road	Crossroads Pkwy	White Road										50.0%	11	6	65.0%	7	7	0	17	0	13	0	17	0	13
	White Road	Graham Rd										30.0%	6	4	35.0%	4	4	0	10	0	7	0	10	0	7
					In	51		In	458		In	52		In	12		In	10							
					Out	52		Out	216		Out	196		Out	21		Out	11							

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
Fall/Winter 2019/2020

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
GEORGIA AVE	OKEECHOBEE RD to 17TH ST	667	4,700	2020	750	290	C	0.784	262	C	0.708
GEORGIA AVE	17TH ST to 13TH ST	508	4,733	2019	600	264	C	0.880	268	C	0.893
GEORGIA AVE	13TH ST to 7TH ST	506	2,169	2019	600	134	C	0.447	137	C	0.457
GEORGIA AVE	7TH ST to US 1	504	1,938	2019	600	122	C	0.407	135	C	0.450
GILSON RD	MARTIN C.L. to BECKER RD	111	11,000	2019	710	949	F	1.249	954	F	1.255
GILSON RD	BECKER RD to LAKERIDGE DR	111	11,000	2019	540	949	F	1.636	954	F	1.645
GLADES CUT-OFF RD	RANGE LINE RD to RESERVE BLVD	668	2,833	2017	1,070	200	B	0.526	252	B	0.663
GLADES CUT-OFF RD	RESERVE BLVD to COMMERCE CENTER DR	119	3,585	2016	1,070	332	B	0.874	332	B	0.874
GLADES CUT-OFF RD	CARLTON RD to RANGE LINE RD	668	2,833	2017	390	200	B	0.909	252	C	0.646
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	940279	2,770	2017	920	210	C	0.241	192	C	0.221
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	115	12,500	2020	790	669	D	0.847	687	D	0.870
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	113	6,600	2020	830	370	C	0.474	385	C	0.494
GRAHAM RD	KINGS HWY to JENKINS RD	669	3,733	2017	630	255	C	0.425	243	C	0.405
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	319	4,759	2018	1,070	337	B	0.887	332	B	0.874
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	319	4,759	2018	1,070	337	B	0.887	332	B	0.874
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	319	4,759	2018	1,070	337	B	0.887	332	B	0.874
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	670	5,867	2017	750	388	D	0.517	357	C	0.965
HARTMAN RD	PETERSON RD to DELAWARE AVE	670	5,867	2017	540	388	D	0.719	357	D	0.661
HARTMAN RD	DELAWARE AVE to ORANGE AVE	670	5,867	2017	790	388	C	0.995	357	C	0.915
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	121	560	2019	670	46	B	0.209	56	B	0.255
HILLMOOR DR	US 1 to LENNARD RD	671	5,900	2019	790	306	C	0.785	389	C	0.997
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	941901	79,065	2017	4,580	4,048	C	0.884	3,657	C	0.798
I-95	ST LUCIE WEST BLVD to MIDWAY RD	941904	63,486	2017	4,580	3,571	C	0.780	3,079	B	0.916
I-95	MIDWAY RD to OKEECHOBEE RD	941902	75,846	2017	4,580	4,578	C	10	3,717	C	0.812
I-95	OKEECHOBEE RD to ORANGE AVE	941903	45,500	2009	7,320	1,822	B	0.405	1,894	B	0.421

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

St. Lucie Transportation Planning Organization

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Traffic Counts and Level of Service Report
Fall/Winter 2019/2020

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
I-95	ORANGE AVE to INDRIO RD	941905	43,452	2017	7,320	2,090	B	0.464	1,924	B	0.428
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	945029	5,228	2017	750	311	C	0.841	356	C	0.962
INDIAN RIVER DR	ORANGE AVE to AVENUE A	940003	5,888	2017	750	344	C	0.930	335	C	0.905
INDIAN RIVER DR	AVENUE D to SEAWAY DR	940004	5,971	2017	790	349	C	0.895	411	D	0.520
INDIAN RIVER DR	AVENUE A to AVENUE D	940004	5,971	2017	540	349	D	0.646	411	D	0.761
INDRIO RD	PRIVATE RD to I-95 W RAMP	940128	951	2017	1,080	69	B	0.168	75	B	0.183
INDRIO RD	I-95 W RAMP to I-95 E RAMP	940128	951	2017	3,240	69	B	0.038	75	B	0.041
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	940038	10,455	2017	3,240	598	B	0.330	629	B	0.348
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	940038	10,455	2017	700	598	C	0.906	629	C	0.953
INDRIO RD	JOHNSTON RD to EMERSON AVE	940038	10,455	2017	880	598	C	0.720	629	C	0.758
INDRIO RD	EMERSON RD to SEMINOLE RD	940281	9,876	2017	920	595	C	0.684	501	C	0.576
INDRIO RD	SEMINOLE RD to KINGS HWY	940281	9,876	2017	790	595	D	0.753	501	D	0.634
INDRIO RD	KINGS HWY to SLASH PINE TRL	114	6,600	2020	790	422	D	0.534	413	D	0.523
INDRIO RD	SLASH PINE TRL to US 1	114	6,600	2020	920	422	C	0.485	413	C	0.475
INDRIO RD	US 1 to OLD DIXIE HWY	672	917	2016	750	64	C	0.173	86	C	0.232
JENNINGS RD	US 1 to LENNARD RD	673	4,600	2016	2,100	304	C	0.151	248	C	0.123
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	133	10,500	2020	880	549	C	0.661	553	C	0.666
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	131	10,500	2020	920	593	C	0.682	569	C	0.654
JENKINS RD	GRAHAM RD to PETERSON RD	131	10,500	2020	630	593	C	0.988	569	C	0.948
JENKINS RD	PETERSON RD to ORANGE AVE	131	10,500	2020	920	593	C	0.682	569	C	0.654
JOHNSTON RD	ANGLE RD to I-20	674	2,600	2016	1,070	176	B	0.463	171	B	0.450
JOHNSTON RD	I-20 to MEADOWOOD DR	675	2,233	2017	1,070	142	B	0.374	138	B	0.363
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	675	2,233	2017	1,070	142	B	0.374	138	B	0.363
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	675	2,233	2017	1,070	142	B	0.374	138	B	0.363
JOHNSTON RD	INDRIO RD to RUSSOS RD	135	9,600	2020	1,070	544	C	0.716	545	C	0.717

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						Volume	LOS	V/C	Volume	LOS	V/C
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	135	9,600	2020	1,070	544	C	0.716	545	C	0.717
JUANITA AVE	53RD ST to 25TH ST	122	2,432	2017	750	157	C	0.424	143	C	0.386
JUANITA AVE	25TH ST to US 1	120	3,321	2017	750	185	C	0.500	182	C	0.492
KEEN RD	ANGLE RD to JUANITA AVE	129	2,885	2019	630	174	C	0.290	203	C	0.338
KEEN RD	JUANITA AVE to ST LUCIE BLVD	129	2,885	2019	630	174	C	0.290	203	C	0.338
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	940757	8,234	2017	830	361	C	0.435	369	C	0.445
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	940757	8,234	2017	660	361	C	0.547	369	C	0.559
KINGS HWY	GRAHAM RD to PICOS RD	940076	8,216	2017	660	405	C	0.614	389	C	0.589
KINGS HWY	PICOS RD to ORANGE AVE	940076	8,216	2017	830	405	C	0.488	389	C	0.469
KINGS HWY	ORANGE AVE to ANGLE RD	940077	16,792	2017	870	885	D	0.962	890	D	0.967
KINGS HWY	ANGLE RD to ST LUCIE BLVD	940751	11,394	2017	830	627	C	0.755	630	C	0.759
KINGS HWY	ST LUCIE BLVD to INDRIO RD	940006	13,481	2017	830	836	D	0.950	786	C	0.947
KITTERMAN RD	OLEANDER AVE to US 1	124	3,402	2018	750	224	C	0.605	203	C	0.549
KITTERMAN RD	US 1 to LENNARD EXT	678	2,250	2017	750	128	C	0.346	130	C	0.351
KIRBY LOOP RD	EDWARDS RD to 35TH ST	677	4,479	2016	630	296	C	0.493	362	C	0.603
LENNARD RD	US 1 to MARIPOSA AVE	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	325	18,500	2019	1,630	953	D	0.585	984	D	0.604
LENNARD RD	JENNINGS RD to HILLMOOR DR	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	HILLMOOR DR to TIFFANY AVE	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	TIFFANY AVE to WALTON RD	323	5,765	2016	1,710	301	C	0.391	305	C	0.396
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	679	4,455	2016	790	390	C	10	381	C	0.977
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	306	9,400	2020	920	588	C	0.676	626	C	0.720
LYNGATE DR	MORNINGSIDE BLVD to US 1	306	9,400	2020	920	588	C	0.676	626	C	0.720
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	166	6,400	2019	880	485	C	0.584	686	C	0.827

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						Volume	LOS	V/C	Volume	LOS	V/C
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	4,250	2017	540	252	C	0.933	246	C	0.911
OHIO AVE	COLONIAL RD to US 1	686	4,250	2017	750	252	C	0.681	246	C	0.665
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	10,500	2020	1,010	540	B	0.535	528	B	0.523
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	10,500	2020	1,270	540	B	0.425	528	B	0.416
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	6,541	2017	1,340	348	B	0.260	340	B	0.254
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	6,541	2017	1,340	348	B	0.260	340	B	0.254
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	6,541	2017	1,340	348	B	0.260	340	B	0.254
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	6,541	2017	1,740	348	B	0.200	340	B	0.195
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	6,541	2017	1,740	348	B	0.200	340	B	0.195
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	6,025	2017	1,810	327	B	0.181	327	B	0.181
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	7,551	2017	1,810	378	B	0.209	391	B	0.216
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	7,551	2017	2,010	378	C	0.188	391	C	0.195
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	21,250	2017	4,170	960	C	0.230	1,013	C	0.243
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	24,585	2017	4,170	1,063	C	0.255	1,086	C	0.260
OKEECHOBEE RD	I-95 to JENKINS RD	940029	30,244	2017	4,240	1,976	C	0.474	1,709	C	0.410
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	30,244	2017	4,040	1,976	C	0.498	1,709	C	0.430
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	28,870	2017	3,170	1,580	C	0.511	1,649	C	0.534
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	12,500	2020	2,100	687	C	0.342	727	C	0.362
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	12,500	2020	1,630	687	C	0.941	727	C	0.996
OKEECHOBEE RD	35TH ST to 33RD ST	689	17,000	2020	1,630	922	D	0.566	902	D	0.553
OKEECHOBEE RD	33RD ST to 25TH ST	689	17,000	2020	1,630	922	D	0.566	902	D	0.553
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	13,500	2020	1,630	777	D	0.477	738	D	0.453
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	13,500	2020	1,710	777	D	0.454	738	C	0.958
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	5,150	2017	790	400	D	0.506	363	C	0.931
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,383	2017	750	65	C	0.176	65	C	0.176

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						Volume	LOS	V/C	Volume	LOS	V/C
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	227	2,041	2016	790	150	C	0.385	116	C	0.297
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	948523	1,227	2017	870	57	C	0.069	57	C	0.069
OLEANDER AVE	BEACH AVE to KITTERMAN RD	692	2,900	2017	540	175	C	0.648	193	C	0.715
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	141	6,498	2017	750	406	D	0.541	426	D	0.568
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	139	7,100	2020	750	388	D	0.517	421	D	0.561
OLEANDER AVE	WEATHERBEE RD to BELL AVE	139	7,100	2020	540	388	D	0.719	421	D	0.780
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	240	12,500	2020	540	671	F	1.157	647	F	1.116
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	240	12,500	2020	750	671	D	0.895	647	D	0.863
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	505	10,000	2020	750	611	D	0.815	554	D	0.739
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	505	10,000	2020	540	611	F	1.053	554	E	0.955
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	505	10,000	2020	790	611	D	0.773	554	D	0.701
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	503	4,561	2019	600	259	C	0.863	270	C	0.900
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	144	4,780	2019	390	300	C	0.769	293	C	0.751
ORANGE AVE	SNEED RD to HEADER CANAL RD	144	4,780	2019	390	300	C	0.769	293	C	0.751
ORANGE AVE	SHINN RD to CAMPBELL RD	940144	2,722	2017	380	149	B	0.355	149	B	0.355
ORANGE AVE	CAMPBELL RD to KINGS HWY	940144	2,722	2017	1,070	149	B	0.355	149	B	0.355
ORANGE AVE	KINGS HWY to I-95	940041	18,112	2017	2,000	780	C	0.388	786	C	0.391
ORANGE AVE	I-95 to JENKINS RD	940035	14,009	2017	2,000	962	C	0.479	905	C	0.450
ORANGE AVE	JENKINS RD to HARTMAN RD	940028	14,189	2017	2,000	764	C	0.380	710	C	0.353
ORANGE AVE	HARTMAN RD to ANGLE RD	940028	14,189	2017	2,000	764	C	0.380	710	C	0.353
ORANGE AVE	ANGLE RD to 25TH ST	940151	10,749	2013	1,710	847	D	0.495	985	D	0.576
ORANGE AVE	25TH ST to 17TH ST	945040	13,196	2017	1,630	690	C	0.945	757	D	0.464
ORANGE AVE	17TH ST to 13TH ST	945040	13,196	2017	1,710	690	C	0.896	757	C	0.983
ORANGE AVE	13TH ST to 10TH ST	945040	13,196	2017	370	690	D	0.920	757	E	0.946
ORANGE AVE	10TH ST to 7TH ST	940155	8,760	2017	300	443	D	0.738	509	D	0.848

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						Volume	LOS	V/C	Volume	LOS	V/C
US 1	AVENUE H to OLD DIXIE HWY	715	33,500	2020	2,000	1,766	C	0.925	1,742	C	0.912
US 1	OLD DIXIE HWY to AVENUE O	940123	22,051	2017	2,000	1,530	C	0.801	1,196	C	0.626
US 1	AVENUE O to SR A1A NORTH	940123	22,051	2017	2,100	1,530	C	0.761	1,196	C	0.595
US 1	SR A1A NORTH to JUANITA AVE	940010	17,583	2017	2,100	1,055	C	0.525	845	C	0.420
US 1	JUANITA AVE to ST LUCIE BLVD	940010	17,583	2017	2,100	1,055	C	0.525	845	C	0.420
US 1	ST LUCIE BLVD to 25TH ST	940009	17,126	2017	2,100	1,020	C	0.507	978	C	0.487
US 1	25TH ST to INDRIO RD	940009	17,126	2017	2,100	1,020	C	0.507	978	C	0.487
US 1	INDRIO RD to TURNPIKE FEEDER RD	940107	20,188	2017	2,100	1,099	C	0.547	1,092	C	0.543
US 1	TURNPIKE FEEDER RD to INDIAN RIVER C.L.	940107	20,188	2017	2,100	1,099	C	0.547	1,092	C	0.543
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNGATE DR	329	14,500	2019	2,100	779	C	0.388	817	C	0.406
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	327	14,911	2017	2,100	756	C	0.376	804	C	0.400
VILLAGE GREEN DR	US 1 to WALTON RD	716	9,600	2017	2,100	619	C	0.308	575	C	0.286
VILLAGE GREEN DR	WALTON RD to TIFFANY AVE	717	4,633	2017	920	249	C	0.286	235	C	0.270
VIRGINIA AVE	35TH ST to 25TH ST	940032	21,557	2017	3,020	1,111	C	0.378	1,083	C	0.368
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	22,011	2017	3,020	1,169	C	0.398	1,126	C	0.383
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	22,011	2017	3,020	1,169	C	0.398	1,126	C	0.383
VIRGINIA AVE	25TH ST to 13TH ST	940033	20,913	2017	3,020	1,093	C	0.372	1,164	C	0.396
VIRGINIA AVE	13TH ST to 11TH ST	940794	22,873	2017	3,020	1,101	C	0.374	1,101	C	0.374
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	22,873	2017	3,170	1,101	C	0.356	1,101	C	0.356
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	19,519	2017	3,020	1,063	C	0.362	992	C	0.337
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,483	2017	3,170	1,043	C	0.338	1,020	C	0.330
VIRGINIA AVE	COLONIAL RD to US 1	940034	18,483	2017	3,020	1,043	C	0.355	1,020	C	0.347
VILLAGE PKWY	DISCOVERY WAY to TRADITION PKWY	718	14,000	2019	2,650	732	C	0.595	797	C	0.648
VILLAGE PKWY	BECKER RD to DISCOVERY WAY	718	14,000	2019	1,710	732	C	0.951	797	D	0.466
VILLAGE PKWY	TRADITION PKWY to WESTCLIFFE LN	719	23,000	2019	1,710	1,208	D	0.706	1,265	D	0.740

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TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
2	2,230	3,100	3,740	4,080
3	3,280	4,570	5,620	6,130
4	4,310	6,030	7,490	8,170
5	5,390	7,430	9,370	10,220
6	6,380	8,990	11,510	12,760

Urbanized

Lanes	B	C	D	E
2	2,270	3,100	3,890	4,230
3	3,410	4,650	5,780	6,340
4	4,550	6,200	7,680	8,460
5	5,690	7,760	9,520	10,570

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	580	890	1,200	1,610
2	Divided	1,800	2,600	3,280	3,730
3	Divided	2,700	3,900	4,920	5,600

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1] Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

Historical Growth Rate Calculation

Segment	From	To	2015 AADT	2019 AADT	4 Year Historical Growth Rate
Okeechobee Blvd	I-95	McNeil Rd	28,500	33,000	3.73%
	McNeil Rd	Virginia Ave	26,500	30,500	3.58%
Jenkins Rd	Okeechobee Blvd	Orange Ave	9,600	9,200	-1.06%
Kings Hwy	Okeechobee Blvd	Graham Rd	6,300	7,600	4.80%
	Graham Rd	Orange Ave	8,400	7,000	-4.46%
Orange Ave	Kings Hwy	I-95	17,300	19,800	3.43%
	I-95	Jenkins Rd	13,600	15,300	2.99%
Virginia Ave	Okeechobee Blvd	35th St	21,000	21,000	0.00%
		Total	131,200	143,400	2.25%

*Source FDOT Historical Traffic Counts

Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
Email: VennisJHI@JHIinc.com Website: www.JHIinc.com

June 23, 2022

City of Ft. Pierce
Planning Department
P.O. Box 1480
Fort Pierce, FL 34950

Attn: Vennis Gilmore
Planning Supervisor

Re: **Kings Highway Commerce Park**
Future Land Use Amendment Justification
JHI Project No. 2205-1402
Parcel ID#'s 2313-331-0000-000-4 J A Enterprises, Inc

Dear Mr. Gilmore,

Please consider the attached application to amend the future land use (FLU) for the above parcel from RL to General Commercial (GC).

Kings Highway Commerce Center is a proposed 34.32 ac distribution development and consists of 4 paorcels. See Exhibit-A.

The 3 parcels along Kings Hwy are in the St. Lucie County and are to be annexed to the City. These parcels have a future land use of Commercial and to be annexed to city with GC future land use.

Exhibit-B and C show the future land use maps for the St Lucie County and the city with project highlighted.

The proposed future land use is ideal for this location on Kings Highway approximately 1 mile north of Okeechobee Road. Proximity to both I-95 & Florida Turnpike makes this site ideal for this designation. Exhibit-C shows that all the parcels in the city along the east side Kings hwy and to the south of the project have a GC future land use. There are also parcels on the west side of the Kings hwy & to the north of the project with same future lane use designation.

Vennis Gilmore – Planning Supervisor
Kings Highway Commerce Center
June 23, 2022

The proposed future land use is compatible with the surrounding lands within ½ mile of the project. This is also the designation that is the city vision of the development along Kings Hwy corridor. The future land use amendment is also consistent with Comprehensive plan.

The proposed future land use amendment and development has a significant positive impact on city of Ft. Pierce economy development by creating construction and permanent job opportunities, significantly higher tax income and would be model for future development along the Kings Hwy.

Please see attached applications, authorization letters and warranty deeds for the above parcels.

Thank you.

J H Iravani

Jeff H. Iravani, P.E.
President
Authorized Agent

Kings Highway Commerce Center

Aerial

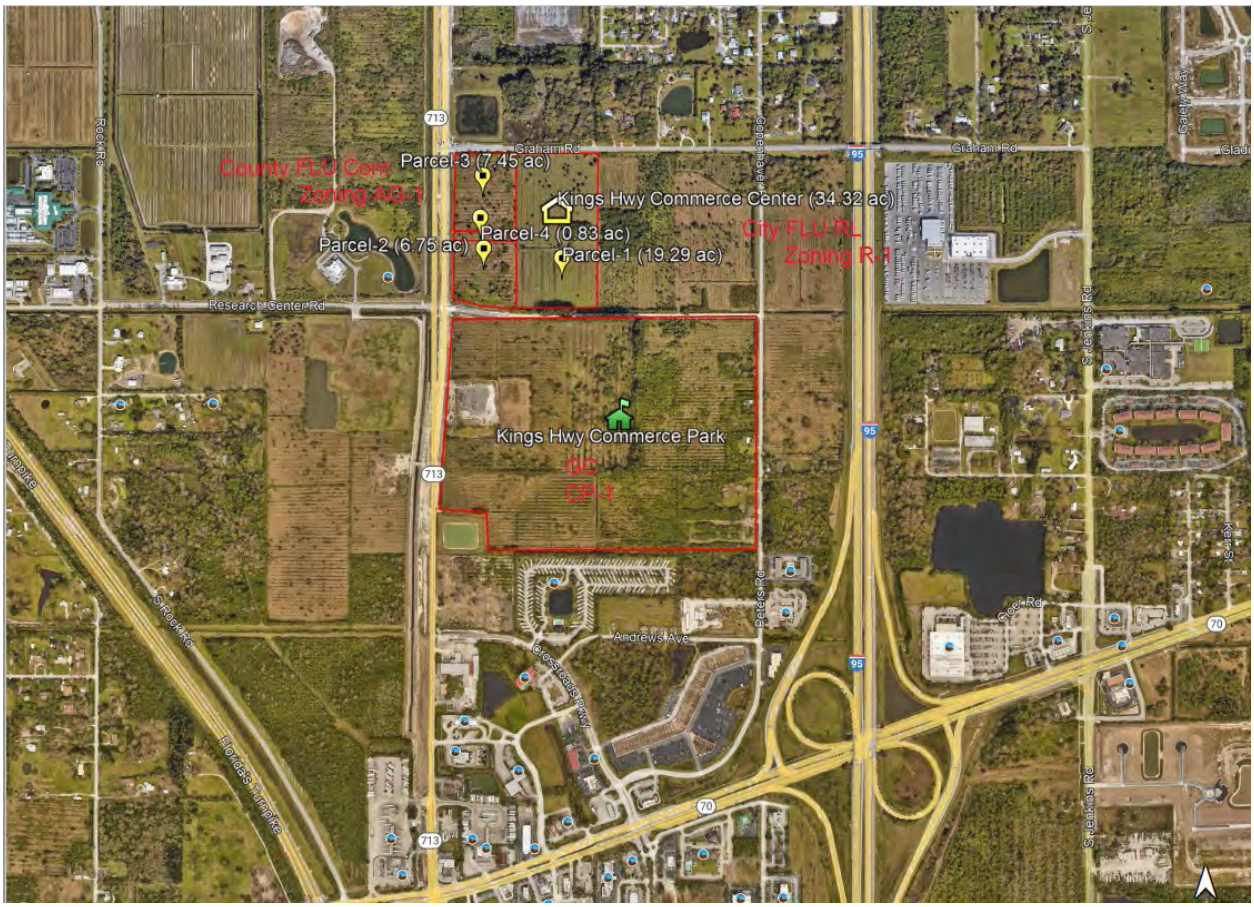


EXHIBIT - A

Kings Highway Commerce Center

St Lucie County FLU Map

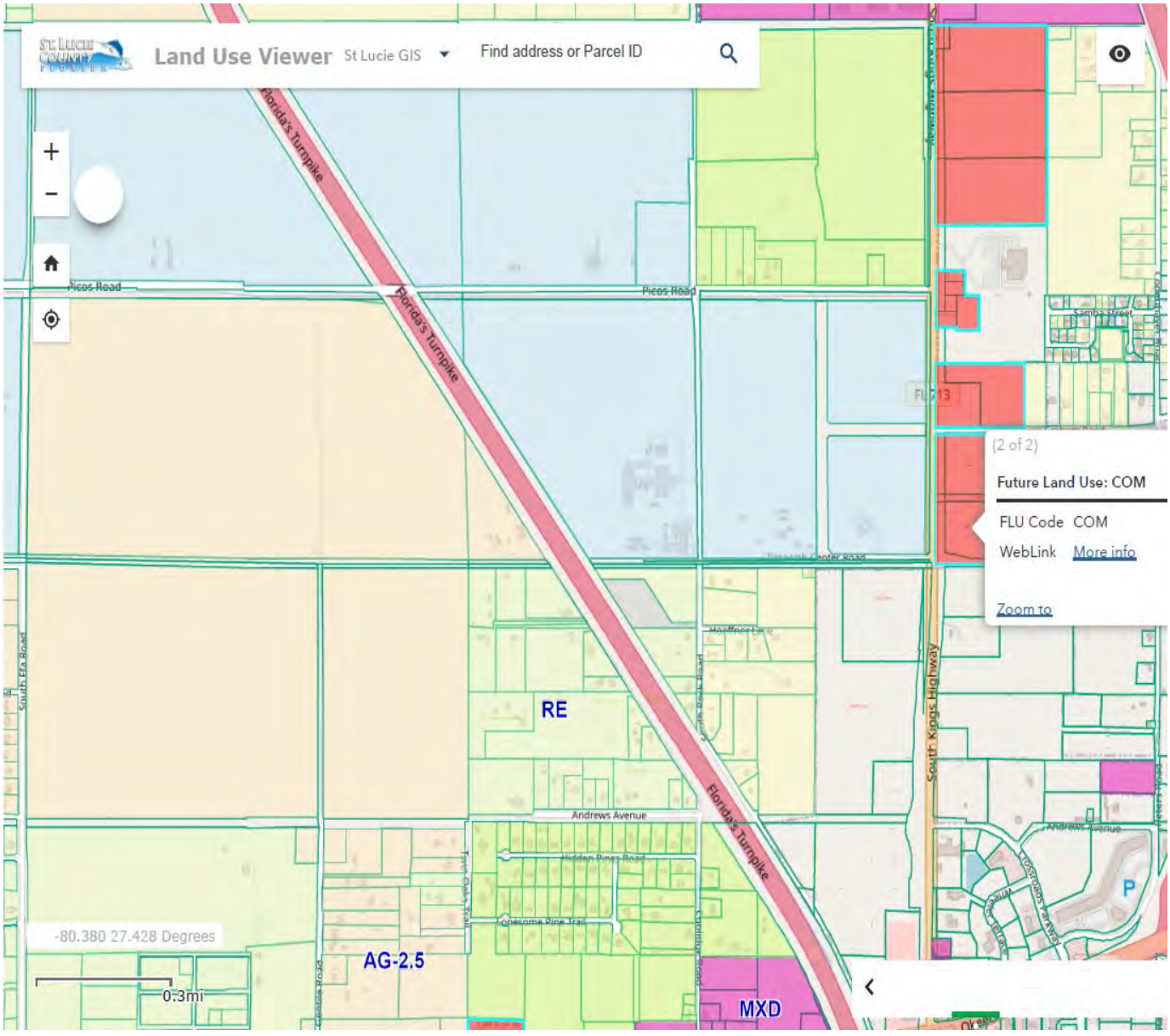


EXHIBIT-B

Kings Highway Commerce Center

City of Fort Pierce FLU Map

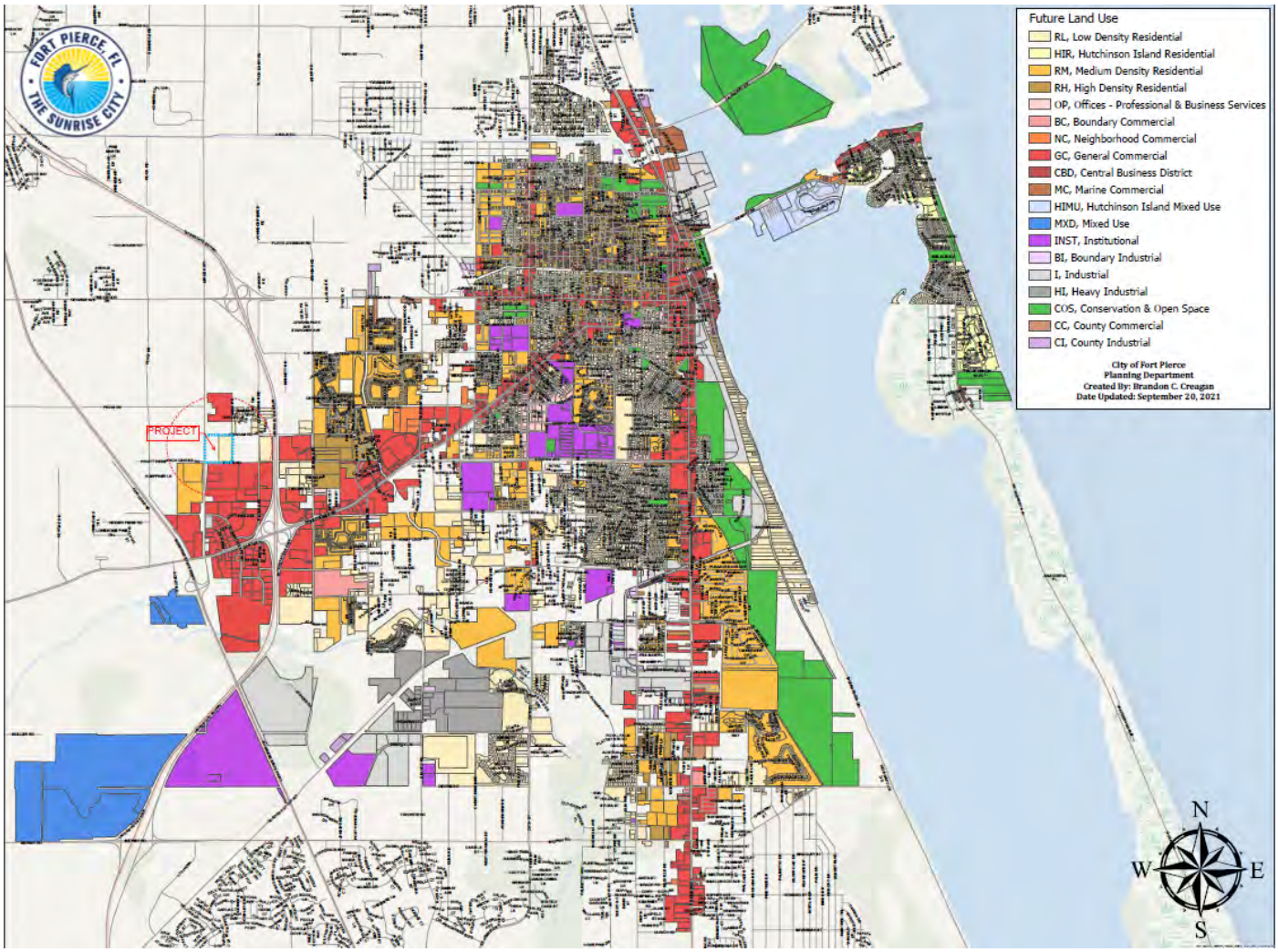


EXHIBIT- C

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: See Record Card
2. Property Tax ID(s): 2313-331-0000-000-4
3. Total Acreage: 19.29
4. Existing Future Land Use Designation: RL
5. Existing Zoning Classification: AG-1
6. Proposed Zoning Classification: FLU CG, Zoning CP-1
7. Other applications being submitted concurrent with this application, if any: Future Land Use

8. Describe the existing uses, improvements and structures on the amendment lands: Agriculture

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: Proposed 10 ac distribution Center, Kings Hwy Commerce Ctr

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	vacant	Commercial, County	CG, County
South	Distribution,	GC	CP-1
East	Agriculture	RU, County	AR-1, County
West	Agriculture	Commercial, County	AG-1, County

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL	R-1	125 DU	19.29	N/A
Proposed	CG	CP-1	840 ksf	19.29	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 56,250
Proposed Zoning	Total gallons per day 105,000
Change in Demand	**Total gallons per day** 48.750

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 56,250
Proposed Zoning	Total gallons per day 84,000
Change in Demand	**Total gallons per day** 27,750

C. Parks and Recreation (Residential Classifications Only): NA
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High) NA

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	16.7 yd
Proposed Zoning	21.0 yd
Change in Demand	4.3 yd

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	Post development discharge will be less than pre-development due to drainage improvements. Per NSLRWCD, discharge is limited per lot size so there will be no negative impact.

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	807	58/78
Proposed Zoning	1,027	125/114
Change in Demand	Trips 220	Trips 67/36
Impact to Capacity		

12. Name of Owner(s): J A Enterprises, INC Jeff H. Iravani - Authorized Agent
Mailing Address: 100 Davit Drive
City North Palm Beach State Florida Zip 33408
Phone # 5615756030
E-mail: Jhi@JHIinc.com

13. Name of Applicant: Same as Owner
Mailing Address:
City State Zip
Phone # Fax #
E-mail:

14. Name of Representative: Jeff H. Iravani
Mailing Address: 1934 Commerce Lane Suite 5
City Jupiter State Florida Zip 33458
Phone # 561-575-6030 Fax #
E-mail: JHI@JHIinc.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 6/24/22 Date

1934 commerce IN Suite 5 FL 33458
Address State Zip

5615756030 5615756088 JHI@JHIinc.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.

Jeff H. Iravani - Authorized Agent 561-575-6030
Property Owner's Name (Please Print) Phone

1934 Commerce IN Suite 5 Florida 33458
Address State Zip

Property Owner's Signature 6/24/22
Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 24 day of June, 2022, by Jeff. H. Iravani who is personally known to me or has produced _____ as ident

Signature of Notary

Jenna L. Jenkins
COMMISSION # GG270322
EXPIRES: October 23, 2022
Bonded Thru Aaron Notary

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

J A Development Partners, LLC

June 17, 2022

RE: Kings Highway Commerce Center
Southeast corner of Kings Highway and Graham Road
Fort Pierce, Florida

To Whom It May Concern:

J A Development Partners, LLC , the owner of the above referenced parcel, hereby authorizes Jeff H. Iravani, Inc to be our authorized agent to obtain all the required annexation, re-zoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: _____

Name: Kenneth J. Morin

Title: Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of June, 2022, by Kenneth J. Morin who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

_____
Notary Public

Seal

KRISTINA ILLING
MY COMMISSION # HH 199265
EXPIRES: July 8, 2024
Bonded Thru Notary Public Underwriters

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3926462 OR BOOK 3605 PAGE 859, Recorded 02/19/2014 at 10:14 AM
Doc Tax: $490.70

St. Lucie County File Date: 02/19/2014 08:38 AM

J.A. ENTERPRISES, INC.,
Plaintiff,

VS.

GRAHAM GROVES DEVELOPMENT, LLC,
an administratively dissolved Florida limited
liability company; and
UNKNOWN TENANT #1,
Defendants.

IN THE CIRCUIT COURT, NINETEENTH JUDICIAL CIRCUIT, IN AND FOR THE COUNTY OF ST LUCIE, STATE OF FLORIDA - CIVIL DIVISION
CASE NO. 562012CA003461

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on Feb, 4,2014 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in St Lucie County, Florida:

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 35 South, Range 39 East, lying and being in St. Lucie County, Florida, less and except the North forty feet (40') for the right of way for Graham Road.

Property Address: 0 White Road, Fort Pierce, Florida.
WAS SOLD TO:

J.A. ENTERPRISES, INC.
100 Davit Drive
North Palm Beach, FL 33408

WITNESS my hand and the seal of this Court On 19 February, 2014

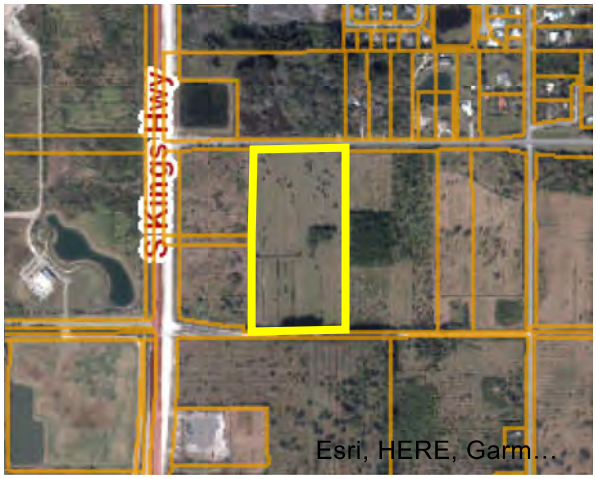
JOSEPH E. SMITH
CLERK OF CIRCUIT COURT

BY: _____
Deputy Clerk

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Monday, May 9, 2022

Parcel Report



Parcel

PARCELNO:	2313-331-0000-000-4
Property ID:	13744
Owner1:	J A Enterprises Inc
SiteAddress:	White RD

Owner

Owner1:	J A Enterprises Inc
Owner2:	
Owner3:	
MailingAddress:	100 Davit DR North Palm Beach, FL 33408-5021

Overview

PrimaryLandUse:	6000 - GRZNG SLD CP
DistrictGroup:	0022 - Fort Pierce
Subdivision:	Metes and Bounds
Just/Market Value:	$434,025
FinishedArea:	
Acres:	19.29
TotalArea:	840,272.4

Legal Description

LegalDescription: 13 35 39 E 1/2 OF SW 1/4 OF SW 1/4-LESS N 40 FT AND LESS S 35 FT FOR RD RS/W- (19.29 AC) (OR 3605-859)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2021	$434,025	$0	$434,025	$0	$5,305	$0	$5,305	$0	$428,720
2020	$434,025	$0	$434,025	$0	$5,305	$0	$5,305	$0	$428,720
2019	$370,368	$0	$370,368	$0	$5,305	$0	$5,305	$0	$365,063
2018	$370,368	$0	$370,368	$0	$5,305	$0	$5,305	$0	$365,063

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	19.29	395.45
Fort Pierce Stormwater Charge	2006	53	3,657

Improvements

Building Sequence:	1
Bedrooms:	0
Bathrooms:	0
Building Type:	-
Story Height:	
No of Living Units:	
Total Finished Area:	0
Gross Sketched Area:	0
Year Built:	
Effective Year:	
Primary Roof Cover:	
Primary Roof Structure:	
Primary Wall:	
A/C %:	0

Land Lines

Line Number	Units	Unit Type
1	19.29	MACR
2	19.29	CACR

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
02/18/2014	$70,100	0111	CT	Graham Groves Development LLC	3605-859	Clerk of Courts
06/10/2005	$1,400,000	XX01	SP	Graham Groves	2276-2278	Clerk of Courts
04/07/1995	$221,900	XX00	WD	Kenneth H Lelly	951-771	Clerk of Courts
12/19/1994	$100	XX01	WD	Kenneth H Lelly	934-1835	Clerk of Courts
08/01/1980	$124,900	XX00	CV		338-2795	Clerk of Courts

Photos

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

WHITE ROAD PARCELS

Environmental Assessment Report

Prepared for:

JA Development Partners, LLC

Prepared by:

EW CONSULTANTS, INC.

June 2022

© 2022 EW Consultants, Inc.

2581 Metrocentre Blvd, Suite 1 • West Palm Beach, FL 33407 • 561-291-7950 Phone
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes natural resource features present on four parcels totaling approximately 34.3-acres in the City of Fort Pierce and unincorporated St. Lucie County. The site is located on the east side of Kings Highway, the north side of White Road, and the south side of Graham Road. The property is bordered to the north by rural residential single family homes and undeveloped land, with a recently constructed wet retention lake on the north side of Graham Road; to the south and east by agricultural land; and to the west by the initial development efforts of the Treasure Coast Research Park west adjacent to Kings Highway. The location is centered between I-95 to the east and Florida's Turnpike to the west and Okeechobee Road (Hwy 70) to the south.

The site is situated within Section 13, Township 35 South, Range 39 East, in St. Lucie County, Florida. A Location Map (Figure 1), USGS Quad Map (Figure 2), and Aerial Photo (Figure 3) depicting the site boundaries and immediate surrounding area are provided in the Appendix.

PROPERTY DESCRIPTION AND METHODS

The property currently comprises undeveloped land with mostly exotic, herbaceous and shrubby vegetation. The vegetation assemblages present on the project site are further described in the Natural Communities and Land Covers section of this report.

Chronological review of historical aerial imagery dating back to the mid 1980's indicates that the subject property was utilized for agricultural practices (at that time; prior use is unknown via historical images) as were the surrounding parcels. The property appeared to be used for for citrus cultivation, with associated irrigation ditches and swales. By or before 2007, the property appears to be converted to improved pasture, with cattle and feed bins visible in nearly all subsequent images. By 2017 the west parcel boundary was cleared for the expansion of Kings Highway. Construction is in progress to the present with additional improvements to White and Graham Roads in progress with the expansion. By 2019 the wet retention area was constructed off site on the north east side of Graham Road. The Kings Highway expansion includes a wide dry swale for surface water management and a sidewalk.

Prior to the site visit, the U.S. Geological Survey 7.5-minute Quadrangle Topographic Map, Ft Pierce NW, and the *Soils Survey of St. Lucie County Area, Florida* (U.S. Department of Agriculture, Soil Conservation Service 1970) were reviewed to determine topographic features and site soil mapping units. Copies of the 2021 FDOT St. Lucie County aerial photographs of the parcel were obtained and reviewed to determine potential locations of environmental features.

Pedestrian transects of the property were conducted to map approximate locations and boundaries of significant environmental resources, vegetative communities, exotic vegetation,

and potential jurisdictional wetland areas. The survey was also conducted to note any occurrence of listed plant or animal species and vegetative communities which would require protection or identification by the Federal, State or local regulatory agencies.

Wetland protection is mandated under federal, state, and local regulations. The U.S. Army Corps of Engineers (CE) regulates activities in Waters of the United States pursuant to the Clean Water Act (PL92-500 Section 404) as further defined in the CE regulatory program (33 CFR 320-330). The State of Florida Department of Environmental Protection (DEP) has established wetland identification and permitting processes at Chapter 62-330, 62-340, and 62-312 of the Florida Administrative Code (FAC). Current federal and state wetland definitions are derived from the original definition found in 33 CFR 328.3, identifying wetlands as "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions". Delineation of federally regulated jurisdictional wetlands is determined by the Corps of Engineers Wetlands Delineation Manual (USAE Waterways Experiment Station Environmental Laboratory 1987), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (USAE Research and Development Center 2010), and the Navigable Waters Protection Rule (2020). Delineation of wetlands regulated by DEP and South Florida Water Management District (SFWMD) is done according to Chapter 62-340 FAC, Delineation of the Landward Extent of Wetlands and Surface Waters. The Florida Wetlands Delineation Manual (Gilbert et al. 1995) serves as a guide to Chapter 62-340. Both manuals, which emphasize the identification of hydric soils, hydrophytic vegetation, and wetland hydrologic conditions in making wetland determinations, were used in this investigation.

SOILS

The soils on the site are mapped as Riviera fine sand, Wabasso sand, and Winder loamy sand. A description of the soil types in their natural conditions is listed below. These descriptions are based upon the general characteristics for the soil types as illustrated in the Soils Survey of St. Lucie County Area, Florida and are not necessarily indicative of the exact characteristics of the property. A soils map with the site boundary is included in the Appendix as an attachment.

Riviera fine sand, 0 to 2 percent slopes (38) – This is a nearly level, poorly drained soil that has a thick sandy subsurface layer and exists on the parcel from the north central portion in a strip winding to the southeast portion. Under *natural* conditions, the water table is within 10 inches of the surface for 2 to 4 months in most years and within 10 to 30 inches for most of the remaining year, except during extreme dry periods. The typical natural vegetation is saw-palmetto, slash pine, pineland three-awn, inkberry, blue maidencane, toothache grass, chalky bluestem, cabbage palm, and cypress.

Wabasso sand, 0 to 2 percent slopes (48) – This poorly drained, nearly level soil is in flatwoods areas and exists in the north east corner of the parcel. Slopes are smooth to convex and range from 0 to 2 percent. Typically, the surface layer is sand about 8 inches thick. It is black in the upper 4 inches and very dark gray in the lower 4 inches. The subsurface layer is gray sand. In a

large part of the acreage, typical natural vegetation is open forest of second growth longleaf pine or slash pine, and some cabbage palms. The understory is saw palmetto, running oak, and in places inkberry and fetterbush.

Winder loamy sand, (55) – This poorly drained, nearly level soil is in hammocks and along drainage ways and comprises the entire west portion of the parcel, and includes the majority of the southern portion as well. The water table of Winder loamy sand is at a depth of less than 10 inches for 2 to 4 months and between depths of 10 to 40 inches for most of the rest of the year. Only for short periods in dry seasons is the water table below a depth of 40 inches. Typical natural vegetation is cabbage palm, willow oak, scattered longleaf pine, and slash pine and an understory of wax myrtle and saw palmetto. The most common native grasses are pineland threeawn and blue maidencane.

NATURAL COMMUNITIES AND LAND COVERS

The Guide to the Natural Communities of Florida (Florida Natural Areas Inventory 1990) provides classification of natural communities of Florida and was used in this investigation. Approximate location of vegetative community cover type boundaries and other features of the site were mapped in accordance with Florida Land Use Cover and Forms Classification Systems Handbook (Florida Department of Transportation 1999) (FLUCFCS).

Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject site. A land cover map of the observed community types with acreage is included as Figure 4.

211 – Improved pasture – 28.55 acres
This category is comprised of land which has been cleared, tilled, reseeded with various grass types and periodically improved with brush control. This area specifically was previously used as citrus groves. Water ponds, troughs, feed bunkers, cross fencing and cow trails are evident. Vegetation cover consists of sparse oaks and cabbage palms, Brazilian pepper, Australian pine along portions of the boundary, large areas of cogon grass, large areas of smutgrass, tall flat sedge occupying the furrow bottoms which are narrowly spaced, amaranth, torpedo grass, paspalum spp., common rush, shrubby false buttonweed, dog fennel, thistle, sparse maidencane, ruderal weeds, and a chinaberry tree.

510 – Ditches –5.7 acres
There is a system of relic, abandoned grove drainage and irrigation ditches over the entire parcel. The former rows and furrows within this portion of the pasture have eroded and the introduction of cattle foraging and trails has exacerbated that process over time. The vegetation assemblage consists primarily of duckweed, torpedo grass, tall flat sedge, paspalum spp., and sparse maidencane with negligible emergent vegetation on the west portion of the parcel and a monoculture of flat sedge on the east portion of the parcel.

534 – Reservoir/Lake less than 10-acres – 0.05 acres
This is an excavated pond found in the south central portion of the property that grades into several relic grove ditches. The surrounding vegetation consists of Brazilian pepper, sparse emergent vegetation, heavy algae growth and a dense monoculture of tall flat sedge, with surrounding areas comprised of cogon grass and cabbage palm trees.

LISTED SPECIES AND WILDLIFE

Listed species of wildlife are found in *Florida's Endangered Species, Threatened Species and Species of Special Concern, Official Lists* (Florida Fish and Wildlife Conservation Commission January 2021) and regulated plants are listed in *Preservation of Native Flora of Florida*, Chapter 5B-40 (Florida Department of Agriculture and Consumer Services, Division of Plant Industry, April 2004).

No listed species were observed during this assessment. There is some potential for listed species of wading birds to utilize the site, but it is low due to the absence of foraging habitat and dominance of exotic species. During site reconnaissance ditches and swales were partially inundated but the observed herbaceous cover was a near monoculture of tall flat sedge, cogon grass and smut grass along with suitable cattle grazing material; the site appears to be mowed periodically. The small areas with non-ephemeral water were occupied by individual cattle and covered with duckweed. No wading birds or wading bird nests were observed during site reconnaissance.

The site is within the habitat range for Audubon's Crested Caracara, although none were observed during the assessment. Because cabbage palms are present on the site, and are the Crested Caracara's preferred nesting tree, a survey may be required during the January to April nesting season.

No gopher tortoises or gopher tortoise burrows were observed during the site reconnaissance and that habitat on the property is not considered ideal for gopher tortoises. The gopher tortoise is listed as a threatened species by FWC. If any gopher tortoises or gopher tortoise burrows are observed in the future, prior to land development, then a relocation permit from FWC would be required.

The eastern indigo snake is listed as a Federally-designated Threatened species. There is a low likelihood for the presence of the eastern indigo snake on the subject site due to the absence of native upland habitat and gopher tortoise burrows. Standardized and specific construction awareness and notification procedures should be implemented for the protection of this species during site development.

Non-listed wildlife and wildlife signs observed during the assessment include mosquitos, horseflies, a mourning dove, cattle egrets, and cattle.

SUMMARY

Field reconnaissance and mapping indicate that the property includes relic cropland ditches and furrows, as well as a cattle pond that are part of past agricultural activities. These surface waters may be considered as jurisdictional by the South Florida Water Management District (SFWMD), and/or the Florida Department of Environmental Protection (FDEP). Any proposed impacts to jurisdictional surface waters will require authorization from SFWMD and/or FDEP as part of future surface water management permitting, however compensatory mitigation would not likely be required for impacts to surface waters.

Native upland habitat was not observed and therefore a native upland preserve set-aside should not be required by the City or St. Lucie County as part of a development proposal. However, native trees such as oaks and cabbage palms that cannot be preserved in place or relocated elsewhere on the property may require mitigation. A tree survey should be conducted for native trees to determine the potential for tree preservation and relocation on-site. The City and County Land Development Codes outline the vegetation protection and preservation requirements for new developments.

No listed species were observed on the property, however a survey for Crested Caracara may be required during the January to April nesting season.

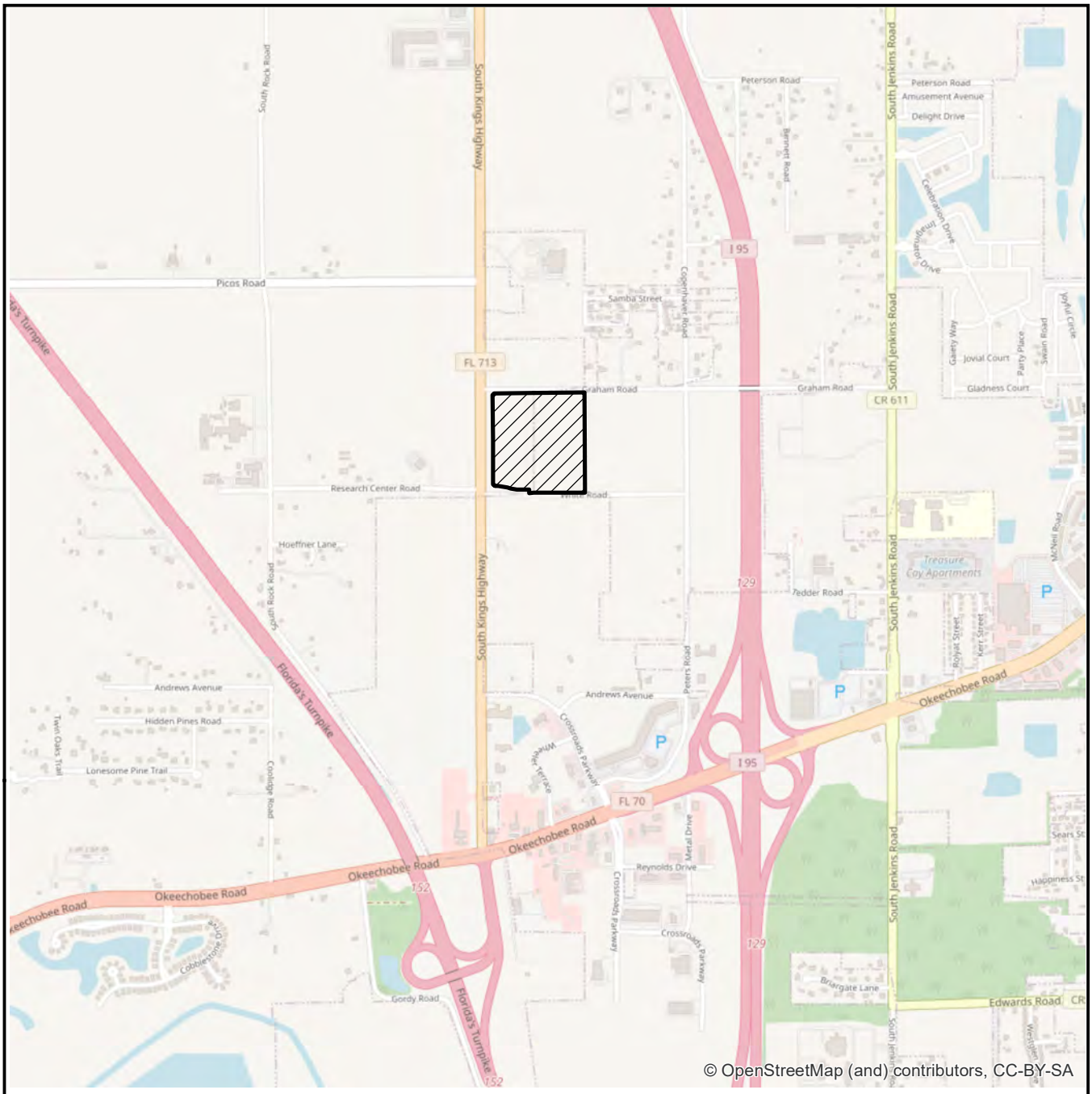
APPENDIX

Maps and Figures:

Figure 1: Location Map
Figure 2: Quad Map
Figure 3: Aerial Map
Figure 4: FLUCCS Map

Attachment:

USDA Soils Report



LEGEND

▨ - SITE (34.3+/- AC)

0 2,000 Feet

N

WHITE ROAD PARCELS
LOCATION MAP

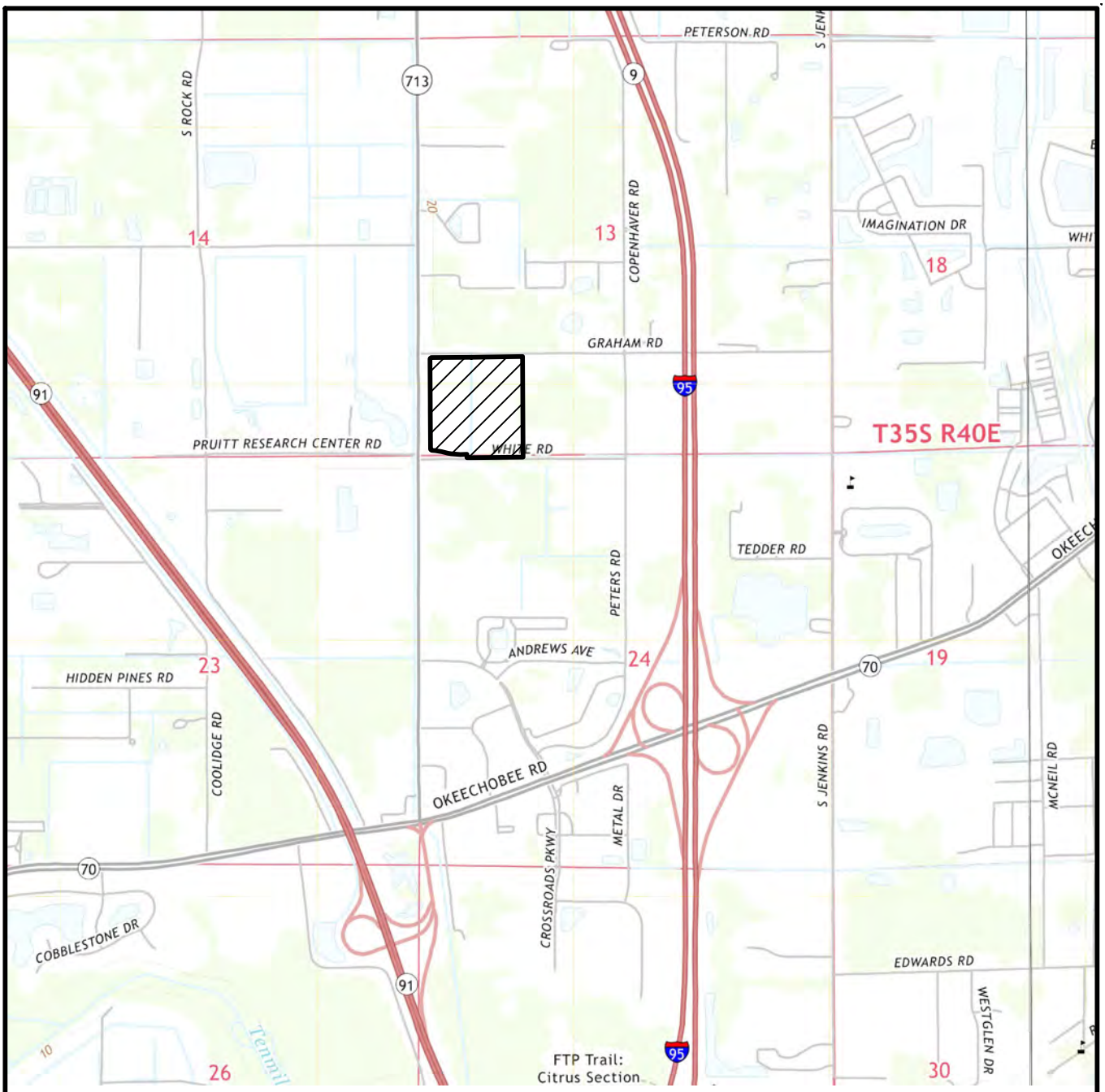
EW CONSULTANTS, INC.

2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE

1



USGS QUAD MAP "FORT PIERCE NW", SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, CITY OF FORT PIERCE & UNINCORPORATED ST LUCIE COUNTY, FORT PIERCE, ST LUCIE COUNTY, FLORIDA,
LATITUDE 27°25'38.03" LONGITUDE -80°23'48.70"

LEGEND

▨ - SITE (34.3± AC)

0 2000

SCALE IN FEET

WHITE ROAD PARCELS

QUAD

EW CONSULTANTS, INC.

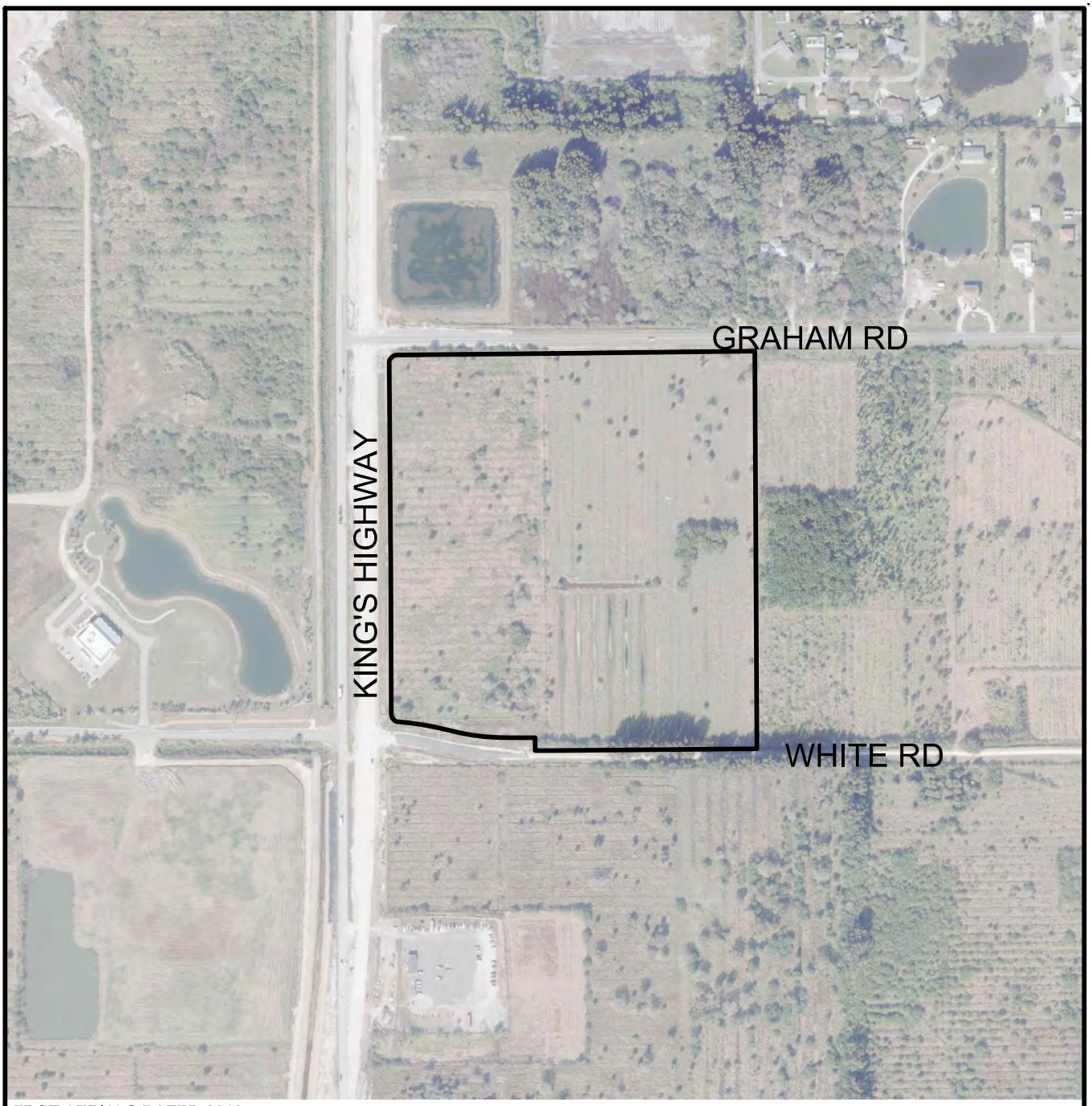
2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE

2

White Road Parcel.dwg QUAD



FDOT AERIALS DATED 2018

0 500
SCALE IN FEET

WHITE ROAD PARCELS

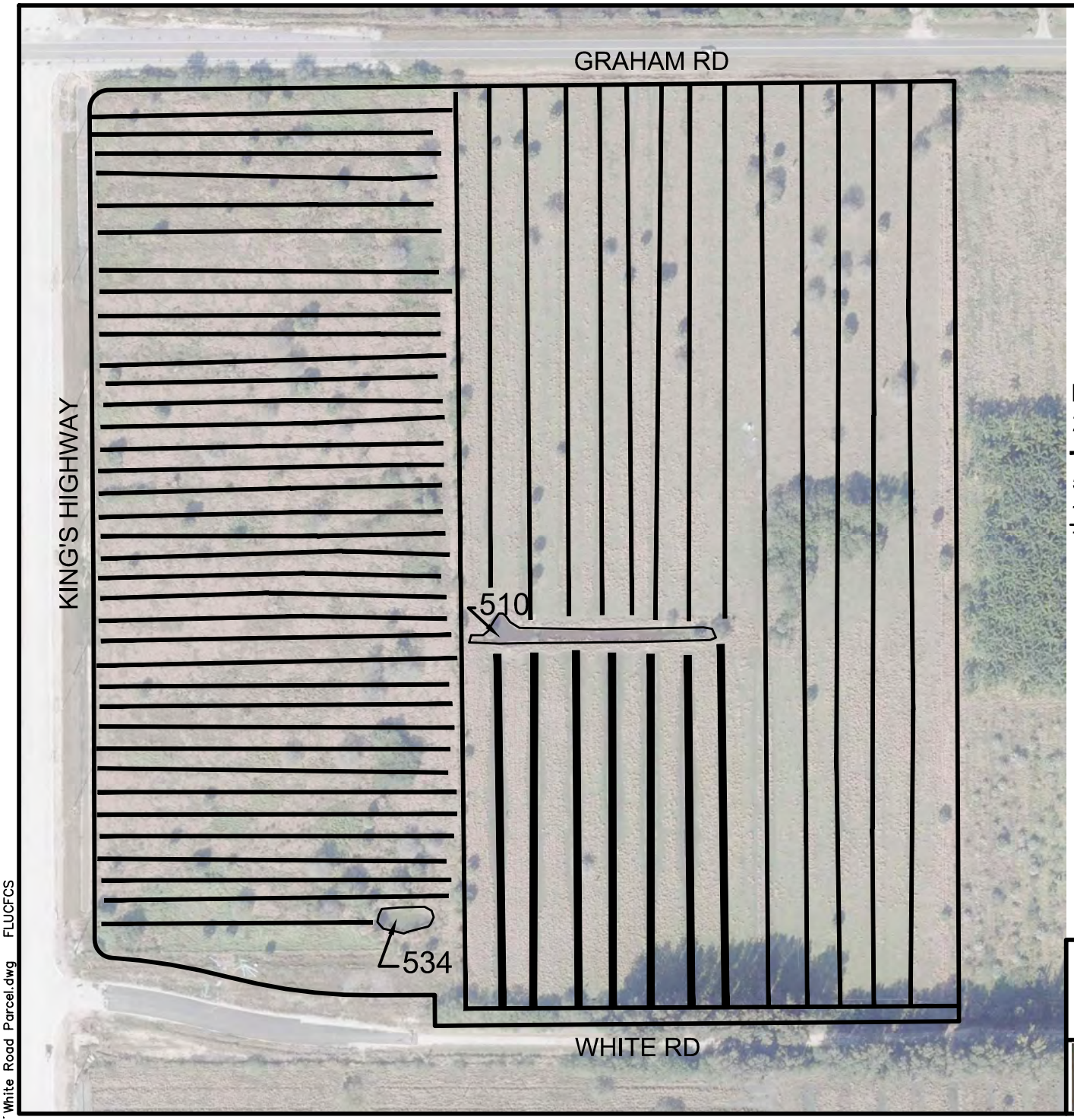
AERIAL

EW CONSULTANTS, INC.
2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE
3

White Road Parcel.dwg AERIAL



LEGEND

211 - IMPROVED PASTURE (28.55± AC)

510 - DITCHES (5.7± AC)

534 - RESERVOIRS LESS THAN 10 ACS (0.05± AC)

TOTAL SITE (34.3± AC)

0 200

SCALE IN FEET

FDOT AERIALS DATED 2021

WHITE ROAD PARCELS FLUCFCS MAP

EW CONSULTANTS, INC.
2581 METROCENTRE BLVD., SUITE 1
WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

JUNE 2022

FIGURE 4

White Road Parcel.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(White Road Parcels)

Map Scale: 1:2,800 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 15, Aug 25, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
38	Riviera fine sand, 0 to 2 percent slopes	7.5	21.8%
48	Wabasso sand, 0 to 2 percent slopes	4.4	12.9%
55	Winder loamy sand	22.4	65.2%
Totals for Area of Interest		**34.3**	**100.0%**

Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5 Jupiter, Fl 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
JHI@JHIinc.com

Kings Highway Commerce Center

Drainage Impact Statement

I. Introduction

The site is located on the north side of White Road 0.1 mile east of Kings Hwy and approximately 1 mile north of Okeechobee Rd (SR-70) and consist of 34.32 ac of land. See Exhibit-A

It is proposed to re-zone the site to Commercial Parkway Zone (CP-1).

The existing zoning for the western 15.03 ac is AG-1 with the eastern 19.29 ac being R-1.

The site historical discharge is to North St. Lucie River Water Control District (NSLRWCD) Canal-40 along the west side of Kings Hwy thru an existing 24" CMP which is now replaced by FDOT with 1-36" RCP. Canal-40 discharges to Ten Mile Creek and ultimately into the St. Lucie River North Fork. St. Lucie River is considered impaired.

II. Design Criteria

1. The proposed drainage system shall provide a minimum of on-site retention/detention for the runoff from 2.5" of rainfall or 1".

2. The drainage system shall also provide adequate dry retention and wet detention for the required nutrient removal efficiency.

3. The pavement elevations shall be above the peak stage of a 10yr-24hr storm.

4. The finished floor elevation of the buildings shall be above the peak stage of a 100yr-72hr storm.

5. The perimeter elevation shall be above the peak stage of a 10yr-72hr storm.

6. The allowable discharge per NSLRWCD is 2" / day / ac for a 10yr-72hr storm.
   This is a volume-based limitation. There is no limitation on the peak discharge rate.

III. Conclusion

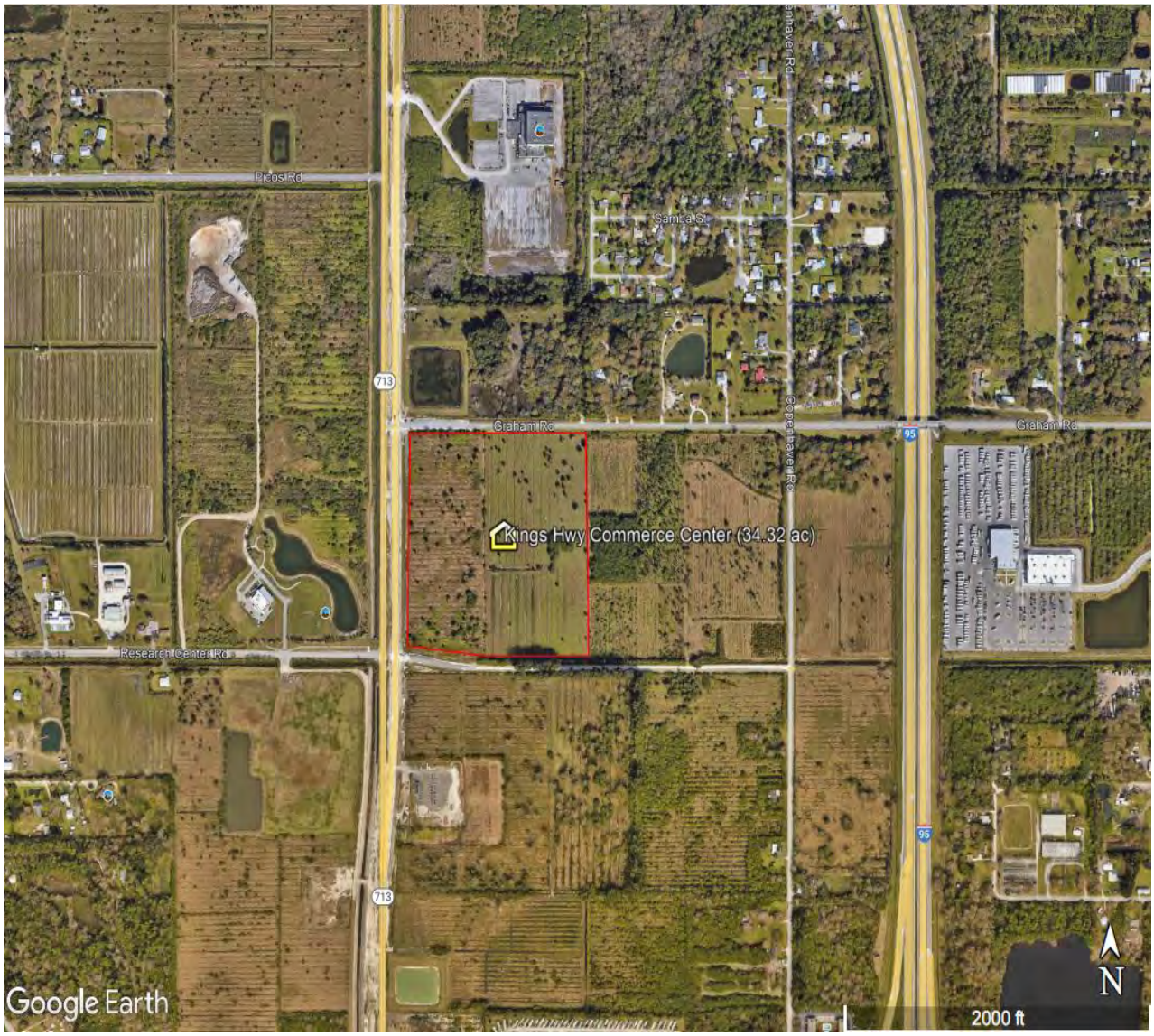
The proposed drainage system shall consist of dry and wet retention/detention areas receiving the runoff from the parking and the drive areas. The dry retention/detention system shall be in forms of dry retention/detention ponds and exfiltration trenches. The storm runoff is collected thru inlets and then conveyed to the retention/detention system. The drainage system shall provide the required treatment for water quality and the nutrients removal as required by South Florida Water Management System (SFWMD) in addition to attenuation for the storm runoff. There is no negative impact due to proposed re-zoning since the allowable discharge volume is based on the total acreage of the site and is not affected by re-zoning.

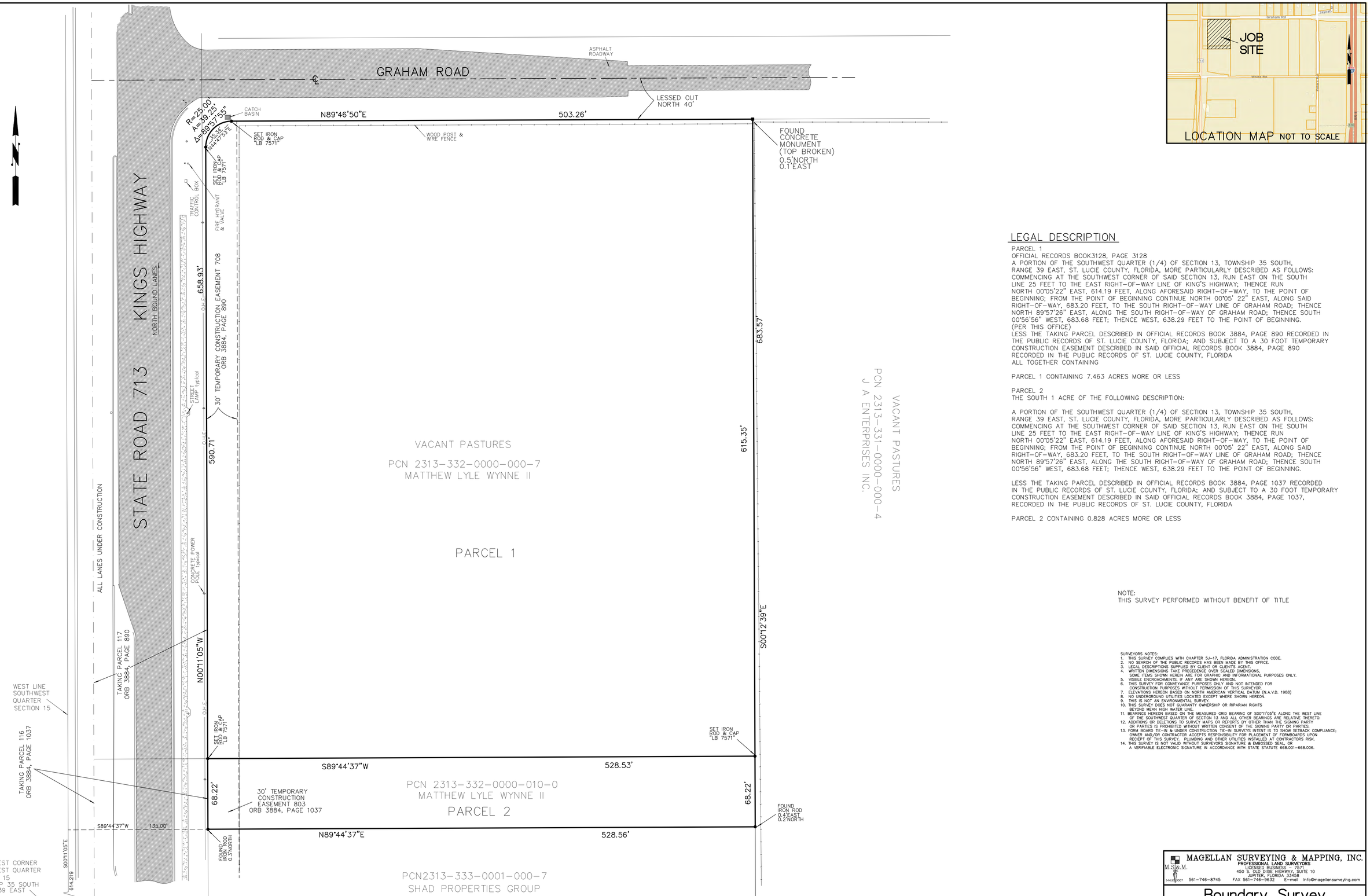
Certified on This 23rd day of June, 2022

_____

Jeff H. Iravani, P.E.
FL Reg # 33155
FR # 6986

Exhibit-A
Aerial





LEGAL DESCRIPTION

PARCEL 1
OFFICIAL RECORDS BOOK3128, PAGE 3128
A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°05'22" EAST, 614.19 FEET, ALONG AFORESAID RIGHT-OF-WAY, TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING CONTINUE NORTH 00°05' 22" EAST, ALONG SAID RIGHT-OF-WAY, 683.20 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF GRAHAM ROAD; THENCE NORTH 89°57'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF GRAHAM ROAD; THENCE SOUTH 00°56'56" WEST, 683.68 FEET; THENCE WEST, 638.29 FEET TO THE POINT OF BEGINNING.
(PER THIS OFFICE)
LESS THE TAKING PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3884, PAGE 890 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3884, PAGE 890 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ALL TOGETHER CONTAINING

PARCEL 1 CONTAINING 7.463 ACRES MORE OR LESS

PARCEL 2
THE SOUTH 1 ACRE OF THE FOLLOWING DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°05'22" EAST, 614.19 FEET, ALONG AFORESAID RIGHT-OF-WAY, TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING CONTINUE NORTH 00°05' 22" EAST, ALONG SAID RIGHT-OF-WAY, 683.20 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF GRAHAM ROAD; THENCE NORTH 89°57'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF GRAHAM ROAD; THENCE SOUTH 00°56'56" WEST, 683.68 FEET; THENCE WEST, 638.29 FEET TO THE POINT OF BEGINNING.

LESS THE TAKING PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3884, PAGE 1037 RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3884, PAGE 1037, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

PARCEL 2 CONTAINING 0.828 ACRES MORE OR LESS

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS, SOME ITEMS SHOWN HEREIN ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
6. THIS SURVEY FOR CONVEYANCE PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE MEASURED GRID BEARING OF S00°11'05"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 13 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECIEPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL, OR A VERIFIABLE ELECTRONIC SIGNATURE IN ACCORDANCE WITH STATE STATUTE 668.001-668.006.

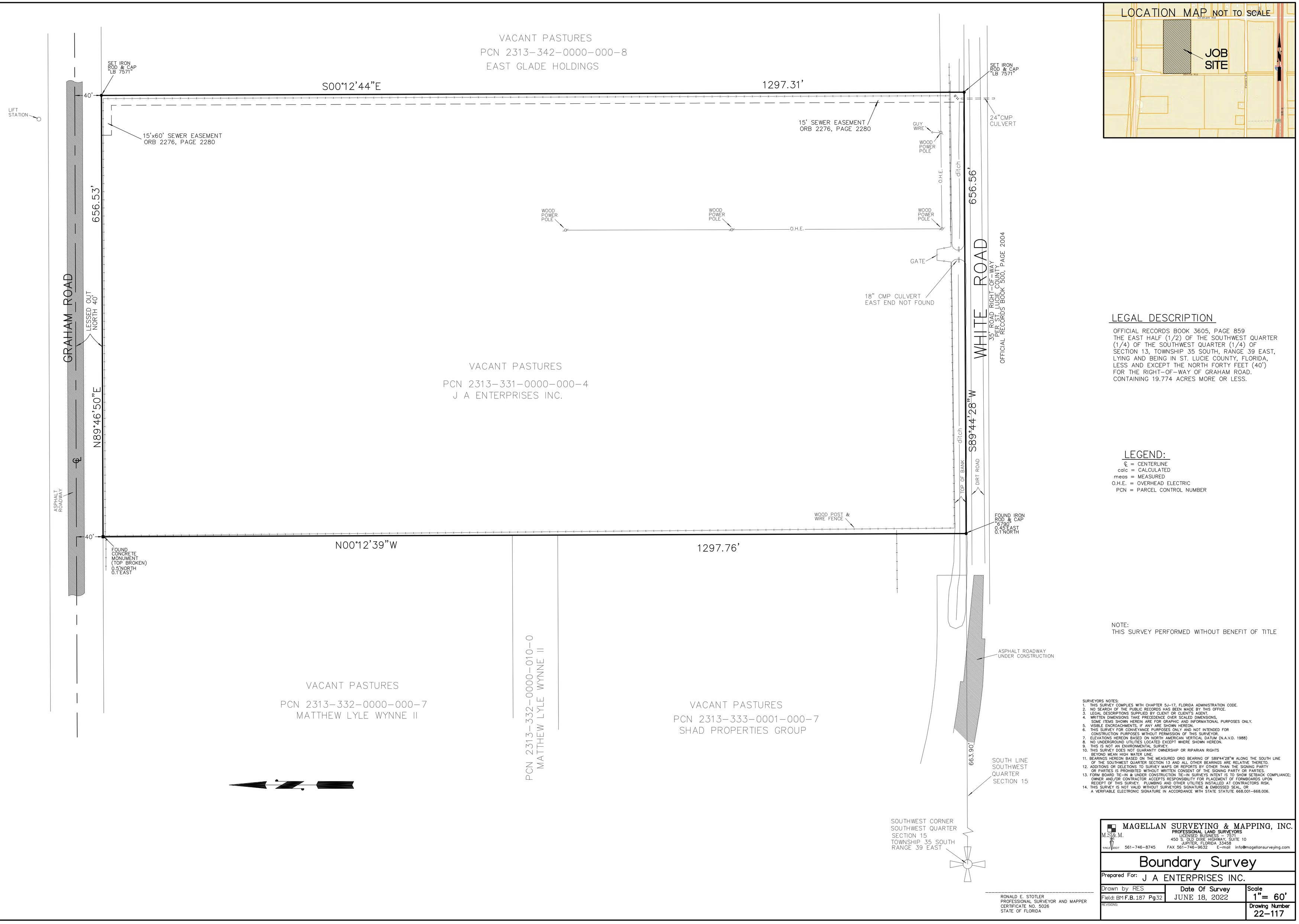
RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS - 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey

Prepared For: J A LEGACY DEVELOPMENT PARTNERS, LLC

Drawn by RES	Date Of Survey	Scale
Field: TF F.B. 187 Pg.32	JUNE 18, 2022	1"= 40'
REVISIONS:		Drawing Number 22-119



LOCATION MAP NOT TO SCALE

LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 3605, PAGE 859
THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH FORTY FEET (40') FOR THE RIGHT-OF-WAY OF GRAHAM ROAD. CONTAINING 19.774 ACRES MORE OR LESS.

LEGEND:

℄ = CENTERLINE
calc = CALCULATED
meas = MEASURED
O.H.E. = OVERHEAD ELECTRIC
PCN = PARCEL CONTROL NUMBER

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
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7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE MEASURED GRID BEARING OF S89°44'28"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER SECTION 13 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECEIPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL, OR A VERIFIABLE ELECTRONIC SIGNATURE IN ACCORDANCE WITH STATE STATUTE 668.001-668.006.

RONALD E. STOTLER
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561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey

Prepared For: J A ENTERPRISES INC.

Drawn by RES	Date Of Survey	Scale
Field: BM F.B. 187 Pg.32	JUNE 18, 2022	1"= 60'
REVISIONS:		Drawing Number 22-117

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

Kings Highway Commerce Center
Concurrency

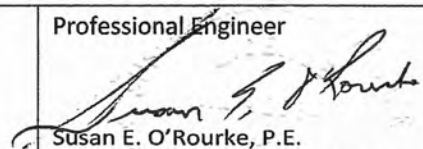
Prepared for:

Mr. Ken Morin
JA Development Partners, LLC
4923 W. Cypress St.
Tampa, FL 33607

Prepared by:

O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
772-781-7918

June 22, 2022
SR22061.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 6/22/2022 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

June 22, 2022

Mr. Ken Morin
JA Development Partners, LLC
4923 W. Cypress St.
Tampa, FL 33607

Re: Kings Highway Commerce Center

Dear Mr. Morin:

O'Rourke Engineering & Planning has completed the analysis of the proposed development located east of Kings Highway and north of White Road in Ft. Pierce, St. Lucie County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,

O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
Registered Civil Engineer

Concurrency Report – Kings Highway and White Road 6.22.2022

TABLE OF CONTENTS

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EXISTING CONDITIONS	3
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OTHER PROJECT TRAFFIC/ GROWTH RATE	5
LINK ANALYSIS / REVIEW	5
INTERSECTION ANALYSIS / SIGNAL WARRANT	5
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APPENDICES

APPENDIX A: Site Plan
APPENDIX B: St. Lucie County 2021 Level of Service Report and FDOT 2020 Quality Level of Service
APPENDIX C: Other Project Data/Growth Rate/Historical AADT
APPENDIX D: Intersection Analysis

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed 442,000 square feet development consisting of warehousing and office located east of Kings Highway and south of White Road in Ft. Pierce, St. Lucie County, Florida. The purpose of this report is to determine the projects impact on the surrounding roadway system.

In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

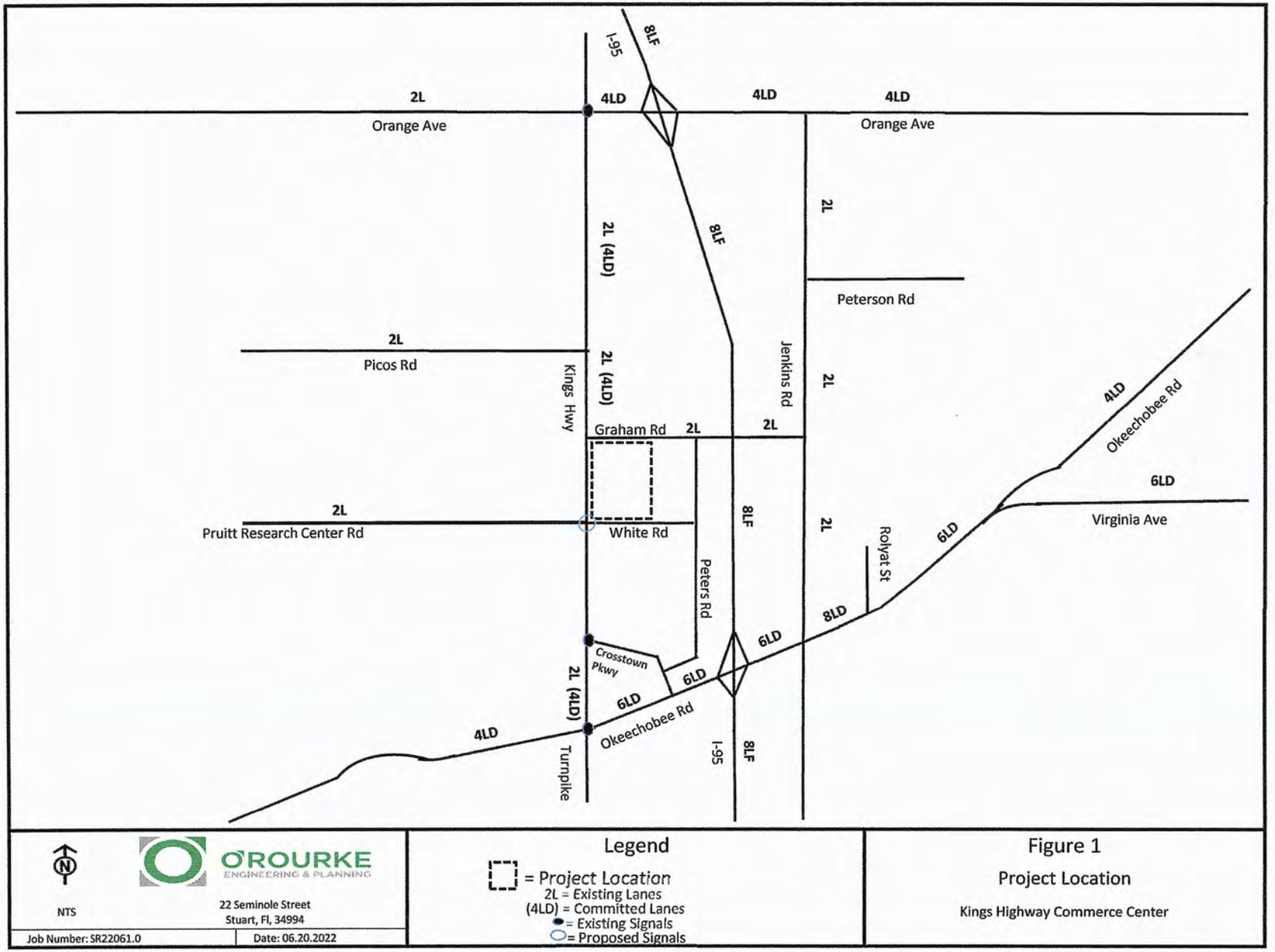
- summary of the project
- summary of existing lane geometries
- summary of the existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of buildout cumulative traffic volumes
- summary of levels of service with the project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed development located east of Kings Highway and south of White Road in Ft. Pierce, St. Lucie County, Florida, will consist of 412,000 square feet of warehouse and 30,000 square feet of office. The site is currently vacant. The project location is shown in **Figure 1**. The traffic study is based on the current site plan.

Appendix A includes the project site plan.


I-95
8LF
2L
4LD
4LD
4LD
Orange Ave
Orange Ave
2L (4LD)
8LF
2L
Peterson Rd
2L
Picos Rd
2L (4LD)
Kings Hwy
Jenkins Rd
2L
4LD
Okeechobee Rd
Graham Rd
2L
2L
6LD
2L
Pruitt Research Center Rd
White Rd
8LF
2L
Roiyat St
Virginia Ave
6LD
Peters Rd
8LD
6LD
Crosstown Pkwy
6LD
2L (4LD)
6LD
4LD
Okeechobee Rd
Turnpike
I-95
8LF
NTS
O'ROURKE
ENGINEERING & PLANNING
22 Seminole Street
Stuart, Fl, 34994
Job Number: SR22061.0
Date: 06.20.2022
Legend
= Project Location
2L = Existing Lanes
(4LD) = Committed Lanes
= Existing Signals
= Proposed Signals
Figure 1
Project Location
Kings Highway Commerce Center

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 3% of the level of service capacity of the roadway and 1% on the adjacent link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing/Proposed Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Peters Road is a two-lane local road with a general north/south alignment.
- S. Jenkins Road is a two-lane arterial with a north/south alignment.
- Graham Road is a two-lane local roadway with an east/west alignment.
- Okeechobee Road is a multi-lane divided arterial roadway with an east/west alignment. It is four-lane divided west of Kings Highway and east of Virginia Avenue. It is six-lane divided from Rolyat Street to Virginia Avenue and from Kings Highway to I-95. There is an eight-lane divided section from east of I-95 to Rolyat Street. There are numerous extended turn lanes and freeway auxiliary lanes.
- Orange Avenue is a four-lane divided arterial with an east/ west alignment.
- Kings Highway is a two-lane arterial with a north/south alignment and is under construction in portions and included in the 5-year TIP to be widened to a four-lane divided roadway.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the St. Lucie County Traffic Counts and Level of Service Report. The 2020 FDOT Quality Level of Service and St. Lucie TPO 2021 Level of Service Report were used to establish capacity. These documents are included in **Appendix B.**

PROJECT TRAFFIC

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Warehouse (Land Use Code 150) and Office (Land Use Code 710) were applied to estimate the trips generated by the proposed development as it is currently site planned. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 1,027 new daily trips. There will be 125 AM peak hour trips with 101 entering the project and 24 trips exiting the project. The project will generate 114 new PM peak hour trips. There will be 27 trips entering the project and 87 trips exiting the project in the PM peak hour.

Table 1 - Trip Generation - White Parcel

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
General Office	710	30,000	Sft	Ln(T) = 0.97Ln(X) + 2.50	50%	50%	165	165	330
Warehousing	150	412,000	Sft	T = 1.58(X) + 45.54	50%	50%	349	348	697
TOTALS							**514**	**513**	**1,027**

Source: ITE 10th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
General Office	710	30,000	Sft	T = 0.94(X) + 26.49	86%	14%	47	8	55
Warehousing	150	412,000	Sft	T = 0.17(X)	77%	23%	54	16	70
TOTALS							**101**	**24**	**125**

Source: ITE 10th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
General Office	710	30,000	Sft	Ln(T) = 0.95Ln(X) + 0.36	16%	84%	6	30	36
Warehousing	150	412,000	Sft	T = 0.19(X)	27%	73%	21	57	78
TOTALS							**27**	**87**	**114**

Source: ITE 10th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2.**

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Significant is defined as 1% or more on an adjacent link and 3% or more on all other links. As shown, the project is significant on several links.

OTHER PROJECT TRAFFIC/GROWTH RATE

Existing traffic volumes were grown using a 4-year area wide historical growth rate of 2.25%. Other project data includes committed traffic from Creekside, Bent Creek, Celebration Pointe, Whispering Oaks, St. Lucie Commerce Center, Walsh Crossroads, Project Hurricane, Project Hunt, Wawa Kingsgate, Stonemont, and Kings Highway Warehouse. These projects plus a reduced growth rate of 1.5% were applied to estimate background traffic.

Details of the background traffic and growth rate are included in **Appendix C.**

LINK ANALYSIS / REVIEW

The project is significant on several links, these links were analyzed further to ensure they will meet concurrency. **Table 3a and 3b** summarizes the results of the link analysis. As shown, all roadways will operate at acceptable levels of service at project buildout.

INTERSECTION ANALYSIS/SIGNAL WARRANT

The intersection of White Road at Kings Highway was analyzed for the AM and PM peak hours using HCS for signalized intersections. As part of the Kings Highway widening project, Research Center Road and White Road will be aligned. The FDOT has approved a signal when warranted through Kings Highway Commerce Park. The intersection will operate at a level of service B in the AM peak hour and LOS D in the PM peak hour at project build out as a signalized intersection.

The intersection data are included in **Appendix D.** The LOS results are included in the next section of the report.

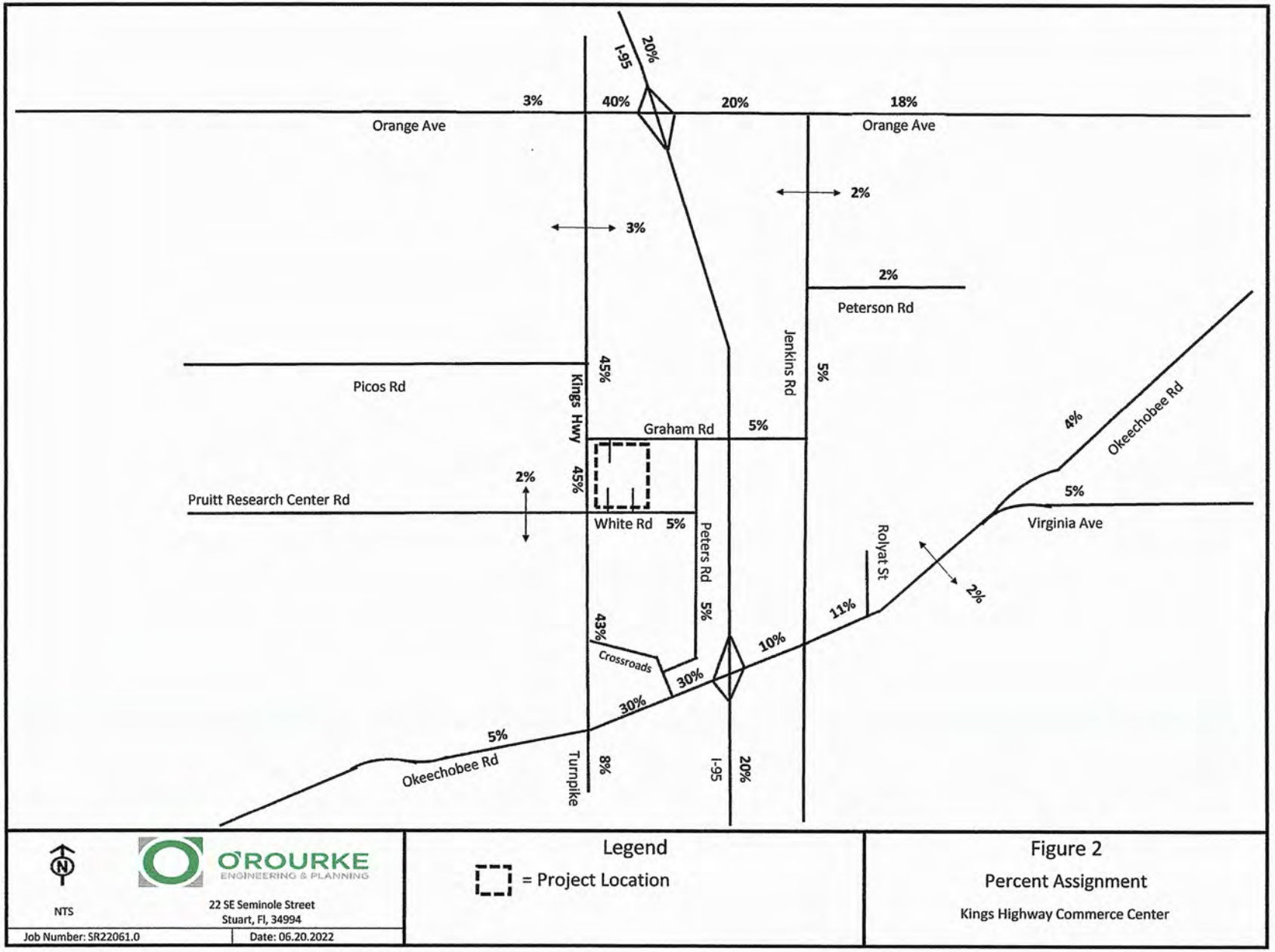

I-95
20%
3%
40%
20%
18%
Orange Ave
Orange Ave
2%
3%
2%
Peterson Rd
Jenkins Rd
5%
Picos Rd
45%
Kings Hwy
Graham Rd
5%
4%
Okeechobee Rd
2%
45%
Pruitt Research Center Rd
White Rd
5%
Peters Rd
5%
Virginia Ave
Rolyat St
11%
2%
43%
Crossroads
30%
10%
30%
5%
Okeechobee Rd
Turnpike
8%
I-95
20%
Legend
= Project Location
Figure 2
Percent Assignment
Kings Highway Commerce Center
NTS
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole Street
Stuart, Fl, 34994
Job Number: SR22061.0
Date: 06.20.2022

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Peters Rd	Crossroads Pkwy	White Rd	NB	IN	NO	920	5	0.54%	5%
	Crossroads Pkwy	White Rd	SB	OUT	NO	920	1	0.11%	5%
	White Rd	Graham Rd	NB	OUT	NO	920	1	0.11%	5%
	White Rd	Graham Rd	SB	IN	NO	920	5	0.54%	5%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	NO	1800	45	2.50%	45%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	NO	1800	11	0.61%	45%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	1800	45	2.50%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	NO	1800	11	0.61%	45%
	Graham Rd	Picos Rd	NB	OUT	NO	1800	8	0.44%	35%
	Graham Rd	Picos Rd	SB	IN	NO	1800	35	1.94%	35%
	Picos Rd	Orange Ave	NB	OUT	NO	1800	8	0.44%	32%
	Picos Rd	Orange Ave	SB	IN	NO	1800	32	1.78%	32%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	NO	630	11	1.75%	45%
	Kings Hwy	Jenkins Rd	WB	IN	YES	630	45	7.14%	45%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	2	0.07%	10%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	10	0.33%	10%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	NO	2100	6	0.29%	25%
	Jenkins Rd	Hartman Rd	WB	IN	NO	2100	25	1.19%	25%
	I-95	Jenkins Rd	EB	IN	NO	2100	20	0.95%	20%
	I-95	Jenkins Rd	WB	OUT	NO	2100	5	0.24%	20%
	Kings Hwy	I - 95	EB	OUT	NO	2100	7	0.33%	30%
	Kings Hwy	I - 95	WB	IN	NO	2100	30	1.43%	30%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	2	0.19%	2%
	Campbell Rd	Kings Hwy	WB	OUT	NO	1070	0	0.00%	2%
Jenkins Rd	Graham Rd	Peterson Rd	NB	OUT	NO	630	2	0.32%	10%
	Graham Rd	Peterson Rd	SB	IN	NO	630	10	1.59%	10%
	Peterson Rd	Orange Ave	NB	OUT	NO	920	2	0.22%	10%
	Peterson Rd	Orange Ave	SB	IN	NO	920	10	1.09%	10%
Okeechobee Rd	McCarty Rd	Florida Turnpike	EB	IN	NO	3240	5	0.15%	5%
	McCarty Rd	Florida Turnpike	WB	OUT	NO	3240	1	0.03%	5%
	Florida Turnpike	Kings Hwy	EB	IN	NO	2100	5	0.24%	5%
	Florida Turnpike	Kings Hwy	WB	OUT	NO	2100	1	0.05%	5%
	Kings Hwy	I - 95	EB	OUT	NO	4240	10	0.24%	40%
	Kings Hwy	I - 95	WB	IN	NO	4240	40	0.94%	40%
	I - 95	Jenkins Rd	EB	OUT	NO	4240	5	0.12%	20%
	I - 95	Jenkins Rd	WB	IN	NO	4240	20	0.47%	20%
	Jenkins Rd	McNeil Ave	EB	OUT	NO	4040	5	0.12%	20%
	Jenkins Rd	McNeil Ave	WB	IN	NO	4040	20	0.50%	20%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	5500	20	0.36%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	5500	5	0.09%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	2	0.03%	10%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	10	0.14%	10%

(1) FDOT 2020 Service Capacity Tables & St. Lucie TPO

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	125
Net In:	101
Net Out:	24

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Peters Rd	Crossroads Pkwy	White Rd	NB	IN	NO	920	1	0.11%	5%
	Crossroads Pkwy	White Rd	SB	OUT	NO	920	4	0.43%	5%
	White Rd	Graham Rd	NB	OUT	NO	920	4	0.43%	5%
	White Rd	Graham Rd	SB	IN	NO	920	1	0.11%	5%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	NO	1800	12	0.67%	45%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	NO	1800	39	2.17%	45%
	Crossroads Pkwy	Graham Rd	NB	IN	NO	1800	12	0.67%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	1800	39	2.17%	45%
	Graham Rd	Picos Rd	NB	OUT	NO	1800	30	1.67%	35%
	Graham Rd	Picos Rd	SB	IN	NO	1800	9	0.50%	35%
	Picos Rd	Orange Ave	NB	OUT	NO	1800	28	1.56%	32%
	Picos Rd	Orange Ave	SB	IN	NO	1800	9	0.50%	32%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	YES	630	39	6.19%	45%
	Kings Hwy	Jenkins Rd	WB	IN	NO	630	12	1.90%	45%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	9	0.30%	10%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	3	0.10%	10%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	NO	2100	22	1.05%	25%
	Jenkins Rd	Hartman Rd	WB	IN	NO	2100	7	0.33%	25%
	I-95	Jenkins Rd	EB	OUT	NO	2100	17	0.81%	20%
	I-95	Jenkins Rd	WB	IN	NO	2100	5	0.24%	20%
	Kings Hwy	I - 95	EB	OUT	NO	2100	26	1.24%	30%
	Kings Hwy	I - 95	WB	IN	NO	2100	8	0.38%	30%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	1	0.09%	2%
	Campbell Rd	Kings Hwy	WB	OUT	NO	1070	2	0.19%	2%
Jenkins Rd	Graham Rd	Peterson Rd	NB	OUT	NO	630	9	1.43%	10%
	Graham Rd	Peterson Rd	SB	IN	NO	630	3	0.48%	10%
	Peterson Rd	Orange Ave	NB	OUT	NO	920	9	0.98%	10%
	Peterson Rd	Orange Ave	SB	IN	NO	920	3	0.33%	10%
Okeechobee Rd	McCarty Rd	Florida Turnpike	EB	IN	NO	3240	1	0.03%	5%
	McCarty Rd	Florida Turnpike	WB	OUT	NO	3240	4	0.12%	5%
	Florida Turnpike	Kings Hwy	EB	IN	NO	2100	1	0.05%	5%
	Florida Turnpike	Kings Hwy	WB	OUT	NO	2100	4	0.19%	5%
	Kings Hwy	I - 95	EB	OUT	NO	4240	35	0.83%	40%
	Kings Hwy	I - 95	WB	IN	NO	4240	11	0.26%	40%
	I - 95	Jenkins Rd	EB	OUT	NO	4240	17	0.40%	20%
	I - 95	Jenkins Rd	WB	IN	NO	4240	5	0.12%	20%
	Jenkins Rd	Virginia Ave	EB	OUT	NO	4040	17	0.42%	20%
	Jenkins Rd	Virginia Ave	WB	IN	NO	4040	5	0.12%	20%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	5500	5	0.09%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	5500	17	0.31%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	9	0.12%	10%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	3	0.04%	10%

(1) FDOT 2020 Service Capacity Tables & St. Lucie TPO

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	114
Net In:	27
Net Out:	87

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	AADT 2020	D Factor	Last Count Year from TPO	Peak Hour Volume - Peak Direction from TPO	2022 Peak Hour Volume - Peak Direction from TPO[2]	2022 Peak Hour Directional Volumes	Yearly Growth Rate (from 2022 to 2023)	2024 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2024 Growth + Committed Peak Direction	Peak Hour Service Capacity [1]	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Satisfy Concurrency ?	Project Percent Assignment
Peters Rd	Crossroads Pkwy	White Rd	NB	2000 [4]	0.562	N/A	100[4]	105	105	1.50%	108	23	131	920	5	136	0.54%	YES	5%
	White Rd	Graham Rd	SB	2000 [4]	0.438	N/A	78 [4]	82	82	1.50%	84	13	97	920	5	102	0.54%	YES	5%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	7900	0.562	2020	363	380	380	1.50%	391	38	429	1800	45	474	2.50%	YES	45%
	Crossroads Pkwy	Graham Rd	NB	7900	0.562	2020	361	377	377	1.50%	389	38	427	1800	45	472	2.50%	YES	45%
	Crossroads Pkwy	Graham Rd	SB	7900	0.438	2020	361	377	294[3]	1.50%	303	14	317	1800	11	328	0.61%	YES	45%
	Graham Rd	Picos Rd	SB	7000	0.438	2020	337	352	275 [3]	1.50%	283	14	297	1800	35	332	1.94%	YES	35%
	Graham Rd	Picos Rd	NB	700	0.562	2020	337	352	452 [3]	1.50%	466	14	480	1800	32	512	1.78%	YES	32%
	Picos Rd	Orange Ave	SB	7000	0.438	2020	337	352	275	1.50%	283	45	328	1800	32	360	1.78%	YES	32%
Graham Rd	Kings Hwy	Jenkins Rd	WB	3833	0.509	2017	262	293	293	1.50%	302	0	302	630	11	313	1.75%	YES	45%
	Kings Hwy	Jenkins Rd	EB	3833	0.491	2017	262	293	293	1.50%	302	0	302	2100	6	308	0.29%	YES	25%
Orange Ave	Jenkins Rd	Hartman Rd	WB	14400	0.509	2020	705	737	737	1.50%	759	68	827	2100	25	852	1.19%	YES	25%
	Kings Hwy	I - 95	WB	19000	0.562	2020	856	895	895	1.50%	922	144	1066	2100	30	1096	1.43%	YES	30%
Jenkins Rd	Graham Rd	Peterson Rd	SB	9900	0.509	2021	517	529	529	1.50%	521	101	622	630	10	632	1.59%	YES [5]	10%
	Peterson Rd	Orange Ave	SB	9900	0.509	2021	517	529	529	1.50%	521	123	644	920	10	654	1.09%	YES	10%

(1) St. Lucie County 2021 Traffic Counts and LOS Report

(2) TPO volumes grown to 2022 using area wide average growth rate.

(3) Calculated using TPO peak hour volumes and D Factors from traffic counts.

(4) Estimated Existing 2020 Traffic

(5) Detailed Analysis used to demonstrate Concurrency

Two-Way: 125
Net In: 101
Net Out: 24
Years Grown: 2
Area Wide Weighted Average Growth Rate (applied to get 2022 traffic volumes): 2.25%

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	AADT 2020	D Factor	Last Count Year from TPO	Peak Hour Volume - Peak Direction from TPO	2022 Peak Hour Volume - Peak Direction from TPO [2]	2022 Peak Hour Directional Volumes	Yearly Growth Rate (from 2022 to 2023)	2024 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2024 Growth + Committed Peak Direction	Peak Hour Service Capacity [1]	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Satisfy Concurrency ?	Project Percent Assignment
Peters Rd	Crossroads Pkwy	White Rd	SB	2000 [4]	0.562	N/A	100[4]	105	105	1.50%	108	24	132	920	4	136	0.43%	YES	5%
	White Rd	Graham Rd	NB	2000[4]	0.438	N/A	78[4]	82	82	1.50%	84	13	97	920	9	106	0.98%	YES	10%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	SB	7900	0.562	2020	371	388	388	1.50%	400	43	443	1800	39	482	2.17%	YES	45%
	Crossroads Pkwy	Graham Rd	NB	7900	0.438	2020	371	388	302	1.50%	311	38	349	1800	12	361	0.67%	YES	45%
	Crossroads Pkwy	Graham Rd	SB	7900	0.562	2020	371	388	388	1.50%	400	43	443	1800	39	482	2.17%	YES	45%
	Graham Rd	Picos Rd	NB	7000	0.438	2020	324	339	264	1.50%	272	38	310	1800	30	340	1.67%	YES	35%
	Graham Rd	Picos Rd	SB	7000	0.562	2020	324	339	435	1.50%	448	38	486	1800	28	514	1.56%	YES	32%
	Picos Rd	Orange Ave	NB	7000	0.438	2020	324	339	264	1.50%	272	114	386	1800	28	414	1.56%	YES	32%
Graham Rd	Kings Hwy	Jenkins Rd	WB	3833	0.509	2017	250	279	279	1.50%	288	0	288	1800	30	318	1.67%	YES	35%
	Kings Hwy	Jenkins Rd	EB	3833	0.491	2017	250	279	279	1.50%	288	0	288	630	9	297	1.43%	YES	10%
Orange Ave	Jenkins Rd	Hartman Rd	EB	14400	0.509	2020	655	685	685	1.50%	706	79	785	2100	22	807	1.05%	YES	25%
	Kings Hwy	I - 95	EB	19000	0.562	2020	863	902	902	1.50%	930	96	1026	2100	26	1052	1.24%	YES	30%
Jenkins Rd	Graham Rd	Peterson Rd	NB	9900	0.509	2021	523	535	535	1.50%	551	96	647	630	9	656	1.43%	YES [5]	10%
	Peterson Rd	Orange Ave	NB	9900	0.509	2021	523	535	535	1.50%	551	177	728	920	9	737	0.98%	YES	10%

(1) St. Lucie County 2021 Traffic Counts and LOS Report

(2) TPO volumes grown to 2022 using area wide average growth rate.

(3) Calculated using TPO peak hour volumes and D Factors from traffic counts.

(4) Estimated Existing 2020 Traffic

(5) Detailed Analysis used to demonstrate Concurrency

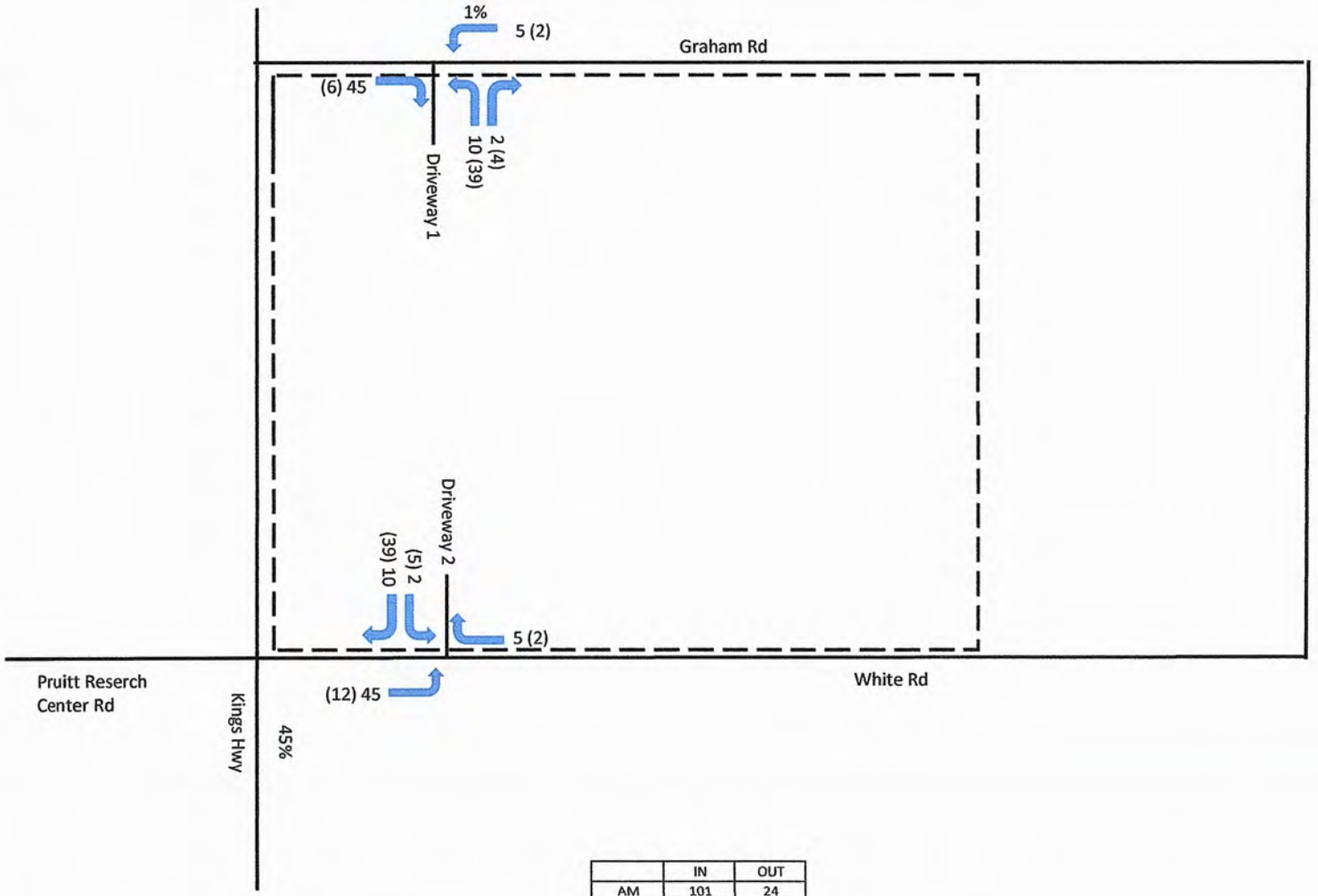
Two-Way: 114
Net In: 27
Net Out: 87
Years Grown: 2
Area Wide Weighted Average Growth Rate (applied to get 2022 traffic volumes): 2.25%

DRIVEWAY ANALYSIS

The project will have a total of 4 driveways. Driveway 1 and 2 will be full access driveways on Graham Road. Driveways 3 and 4 will be full access driveways located on White Road. **Figure 3** shows the driveway volumes for the AM and PM peak hours.

CONCLUSION

With 125 net new AM peak hour trips and 114 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network. Therefore, the project meets the requirements for concurrency.



	IN	OUT
AM	101	24
PM	27	87

NTS

O'ROURKE ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, Fl, 34994

Job Number:

Date:

Legend

= Project Location

XX (XX) = AM (PM)

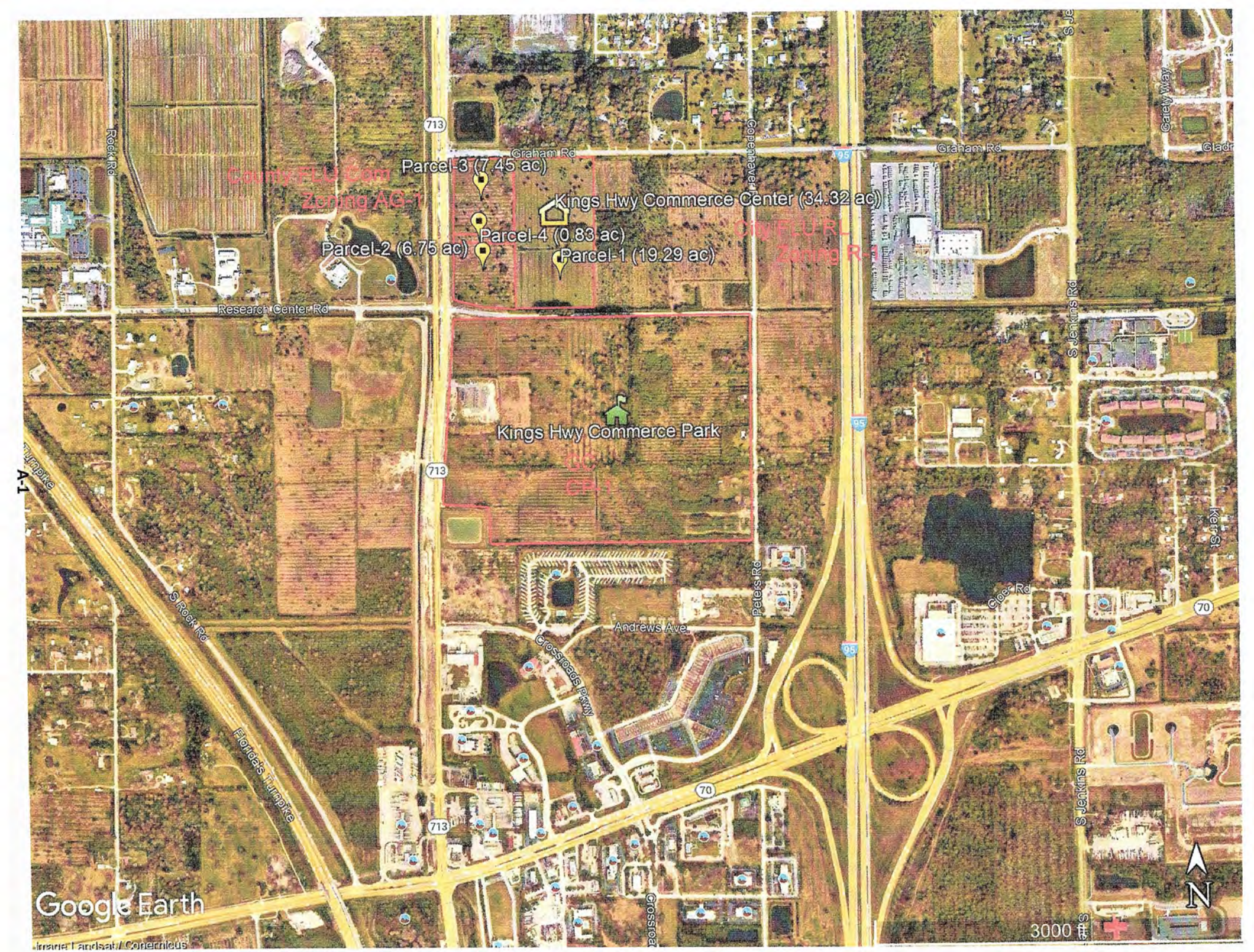
Figure 3

Driveway Volumes

Kings Highway Commerce Center

APPENDIX A

SITE PLAN


Parcel-3 (7.45 ac)
Kings Hwy Commerce Center (34.32 ac)
Parcel-4 (0.83 ac)
Parcel-2 (6.75 ac)
Parcel-1 (19.29 ac)
County FLU Com
Zoning AG-1
City FLU RL
Zoning R-1
Kings Hwy Commerce Park
GC
CP-1
Graham Rd
Research Center Rd
Rock Rd
S Rock Rd
Andrews Ave
Crossroads Pkwy
Peters Rd
Coer Rd
S Jenkins Rd
Florida's Turnpike
A-1
713
95
70
Google Earth
N

APPENDIX B

ST. LUCIE COUNTY 2021 LEVEL OF SERVICE REPORT
&
FDOT 2020 QUALITY LEVEL OF SERVICE

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2021

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
GEORGIA AVE	OKEECHOBEE RD to 17TH ST	667	4,778	2020	750	295	C	0.393	266	C	0.355
GEORGIA AVE	17TH ST to 13TH ST	508	4,723	2019	600	263	C	0.438	267	C	0.445
GEORGIA AVE	13TH ST to 7TH ST	506	2,165	2019	600	133	C	0.222	136	C	0.227
GEORGIA AVE	7TH ST to US 1	504	1,939	2019	600	122	C	0.203	135	C	0.225
GILSON RD	MARTIN C.L. to BECKER RD	111	10,500	2021	710	880	F	1.239	910	F	1.282
GILSON RD	BECKER RD to LAKERIDGE DR	111	10,500	2021	540	880	F	1.63	910	F	1.685
GLADES CUT-OFF RD	RANGE LINE RD to RESERVE BLVD	668	2,967	2017	1,070	209	B	0.195	264	B	0.247
GLADES CUT-OFF RD	RESERVE BLVD to COMMERCE CENTER DR	119	3,634	2016	1,070	336	B	0.314	336	B	0.314
GLADES CUT-OFF RD	CARLTON RD to RANGE LINE RD	668	2,967	2017	390	209	B	0.536	264	C	0.677
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	940279	3,400	2020	920	187	C	0.203	171	C	0.186
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	115	8,500	2021	790	510	D	0.646	540	D	0.684
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	113	6,575	2020	830	368	C	0.443	384	C	0.463
GRAHAM RD	KINGS HWY to JENKINS RD	669	3,833	2017	630	262	C	0.416	250	C	0.397
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	319	5,700	2021	1,070	395	C	0.369	359	B	0.336
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	319	5,700	2021	1,070	395	C	0.369	359	B	0.336
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	319	5,700	2021	1,070	395	C	0.369	359	B	0.336
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	670	6,000	2021	750	286	C	0.381	280	C	0.373
HARTMAN RD	PETERSON RD to DELAWARE AVE	670	6,000	2021	540	286	D	0.53	280	D	0.519
HARTMAN RD	DELAWARE AVE to ORANGE AVE	670	6,000	2021	790	286	C	0.362	280	C	0.354
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	121	570	2019	670	47	B	0.07	57	B	0.085
HILLMOOR DR	US 1 to LENNARD RD	671	7,057	2019	790	366	C	0.463	465	D	0.589
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	941901	80,500	2020	5,500	4,122	C	0.749	3,723	C	0.677
I-95	ST LUCIE WEST BLVD to MIDWAY RD	941904	66,431	2018	5,500	3,736	C	0.679	3,222	B	0.586
I-95	MIDWAY RD to OKEECHOBEE RD	941902	79,206	2018	5,500	5,004	D	0.91	4,063	C	0.739
I-95	OKEECHOBEE RD to ORANGE AVE	940260	60,386	2020	7,320	2,804	B	0.383	2,804	B	0.383

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						Volume	LOS	V/C	Volume	LOS	V/C
I-95	ORANGE AVE to INDRIO RD	941905	48,500	2020	7,320	2,470	B	0.337	2,274	B	0.311
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	945029	6,600	2020	800	310	C	0.388	355	C	0.444
INDIAN RIVER DR	ORANGE AVE to AVENUE A	940003	5,500	2020	750	260	C	0.347	253	C	0.337
INDIAN RIVER DR	AVENUE D to SEAWAY DR	940004	7,200	2020	840	344	C	0.41	405	D	0.482
INDIAN RIVER DR	AVENUE A to AVENUE D	940004	7,200	2020	540	344	C	0.637	405	D	0.75
INDRIO RD	PRIVATE RD to I-95 W RAMP	940128	850	2020	1,080	40	B	0.037	43	B	0.04
INDRIO RD	I-95 W RAMP to I-95 E RAMP	940128	850	2020	3,240	40	B	0.012	43	B	0.013
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	940038	9,800	2020	3,240	480	B	0.148	505	B	0.156
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	940038	9,800	2020	700	480	C	0.686	505	C	0.721
INDRIO RD	JOHNSTON RD to EMERSON AVE	940038	9,800	2020	880	480	C	0.545	505	C	0.574
INDRIO RD	EMERSON RD to SEMINOLE RD	940281	8,600	2020	920	471	C	0.512	397	C	0.432
INDRIO RD	SEMINOLE RD to KINGS HWY	940281	8,600	2020	790	471	D	0.596	397	D	0.503
INDRIO RD	KINGS HWY to SLASH PINE TRL	114	5,909	2020	840	378	C	0.45	370	C	0.44
INDRIO RD	SLASH PINE TRL to US 1	114	5,909	2020	920	378	C	0.411	370	C	0.402
INDRIO RD	US 1 to OLD DIXIE HWY	672	900	2016	750	63	C	0.084	85	C	0.113
JENNINGS RD	US 1 to LENNARD RD	673	4,633	2016	2,100	306	C	0.146	250	C	0.119
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	133	11,500	2021	880	541	C	0.615	593	C	0.674
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	131	9,900	2021	920	517	C	0.562	523	C	0.568
JENKINS RD	GRAHAM RD to PETERSON RD	131	9,900	2021	630	517	C	0.821	523	C	0.83
JENKINS RD	PETERSON RD to ORANGE AVE	131	9,900	2021	920	517	C	0.562	523	C	0.568
JOHNSTON RD	ANGLE RD to L20	674	2,700	2016	1,070	183	B	0.171	177	B	0.165
JOHNSTON RD	L20 to MEADOWOOD DR	675	2,333	2017	1,070	148	B	0.138	144	B	0.135
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	675	2,333	2017	1,070	148	B	0.138	144	B	0.135
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	675	2,333	2017	1,070	148	B	0.138	144	B	0.135
JOHNSTON RD	INDRIO RD to RUSSOS RD	135	8,424	2020	1,070	477	C	0.446	479	C	0.448

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						Volume	LOS	V/C	Volume	LOS	V/C
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	135	8,424	2020	1,070	477	C	0.446	479	C	0.448
JUANITA AVE	53RD ST to 25TH ST	122	2,176	2017	750	140	C	0.187	128	C	0.171
JUANITA AVE	25TH ST to US 1	120	3,226	2017	750	180	C	0.24	177	C	0.236
KEEN RD	ANGLE RD to JUANITA AVE	129	2,926	2019	630	176	C	0.279	206	C	0.327
KEEN RD	JUANITA AVE to ST LUCIE BLVD	129	2,926	2019	630	176	C	0.279	206	C	0.327
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	940757	7,900	2020	880	363	C	0.413	371	C	0.422
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	940757	7,900	2020	700	363	C	0.519	371	C	0.53
KINGS HWY	GRAHAM RD to PICOS RD	940076	7,000	2020	700	337	C	0.481	324	C	0.463
KINGS HWY	PICOS RD to ORANGE AVE	940076	7,000	2020	880	337	C	0.383	324	C	0.368
KINGS HWY	ORANGE AVE to ANGLE RD	940077	14,100	2020	920	662	C	0.72	666	C	0.724
KINGS HWY	ANGLE RD to ST LUCIE BLVD	940751	10,500	2020	880	531	C	0.603	533	C	0.606
KINGS HWY	ST LUCIE BLVD to INDRIO RD	940006	13,200	2020	880	744	C	0.845	699	C	0.794
KIRBY LOOP RD	EDWARDS RD to 35TH ST	677	2,400	2021	630	139	C	0.221	129	C	0.205
KITTERMAN RD	OLEANDER AVE to US 1	124	3,482	2018	750	229	C	0.305	208	C	0.277
KITTERMAN RD	US 1 to LENNARD EXT	678	2,233	2017	750	127	C	0.169	129	C	0.172
LENNARD RD	US 1 to MARIPOSA AVE	325	20,078	2019	1,710	1,034	D	0.605	1,068	D	0.625
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	325	20,078	2019	1,710	1,034	D	0.605	1,068	D	0.625
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	325	20,078	2019	1,630	1,034	D	0.634	1,068	D	0.655
LENNARD RD	JENNINGS RD to HILLMOOR DR	325	20,078	2019	1,710	1,034	D	0.605	1,068	D	0.625
LENNARD RD	HILLMOOR DR to TIFFANY AVE	325	20,078	2019	1,710	1,034	D	0.605	1,068	D	0.625
LENNARD RD	TIFFANY AVE to WALTON RD	323	5,764	2016	1,710	301	C	0.176	305	C	0.178
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	679	3,600	2021	790	249	C	0.315	236	C	0.299
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	306	10,536	2020	920	659	C	0.716	701	C	0.762
LYNGATE DR	MORNINGSIDE BLVD to US 1	306	10,536	2020	920	659	C	0.716	701	C	0.762
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	166	6,912	2019	880	524	C	0.595	741	C	0.842

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						Volume	LOS	V/C	Volume	LOS	V/C
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	4,400	2017	540	261	C	0.483	255	C	0.472
OHIO AVE	COLONIAL RD to US 1	686	4,400	2017	750	261	C	0.348	255	C	0.34
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	11,000	2021	1,580	575	B	0.364	618	B	0.391
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	11,000	2021	2,000	575	B	0.288	618	B	0.309
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	7,500	2020	2,100	349	B	0.166	341	B	0.162
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	7,500	2020	2,100	349	B	0.166	341	B	0.162
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	7,500	2020	2,100	349	B	0.166	341	B	0.162
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	7,500	2020	2,450	349	B	0.142	341	B	0.139
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	7,500	2020	3,110	349	B	0.112	341	B	0.11
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	5,584	2020	3,240	303	B	0.094	303	B	0.094
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	8,600	2020	3,240	391	B	0.121	405	B	0.125
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	8,600	2020	2,100	391	C	0.186	405	C	0.193
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	22,500	2020	4,240	1,028	C	0.242	1,085	C	0.256
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	26,500	2020	4,240	1,213	C	0.286	1,240	C	0.292
OKEECHOBEE RD	I-95 to JENKINS RD	940029	32,000	2020	4,240	1,981	C	0.467	1,713	C	0.404
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	32,000	2020	4,040	1,981	C	0.49	1,713	C	0.424
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	29,500	2020	3,170	1,468	C	0.463	1,531	C	0.483
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	12,171	2020	2,100	669	C	0.319	708	C	0.337
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	12,171	2020	1,630	669	C	0.41	708	C	0.434
OKEECHOBEE RD	35TH ST to 33RD ST	689	15,993	2020	1,630	868	D	0.533	849	D	0.521
OKEECHOBEE RD	33RD ST to 25TH ST	689	15,993	2020	1,630	868	D	0.533	849	D	0.521
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	13,110	2020	1,630	754	D	0.463	716	C	0.439
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	13,110	2020	1,710	754	C	0.441	716	C	0.419
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	5,233	2017	790	407	D	0.515	369	C	0.467
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,750	2020	750	82	C	0.109	82	C	0.109

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						Volume	LOS	V/C	Volume	LOS	V/C
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	227	2,019	2016	790	148	C	0.187	115	C	0.146
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	948523	1,350	2020	870	63	C	0.072	63	C	0.072
OLEANDER AVE	BEACH AVE to KITTERMAN RD	692	2,900	2021	540	168	C	0.311	190	C	0.352
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	141	5,500	2021	750	320	C	0.427	320	C	0.427
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	139	7,055	2020	750	386	D	0.515	418	D	0.557
OLEANDER AVE	WEATHERBEE RD to BELL AVE	139	7,055	2020	580	386	D	0.666	418	D	0.721
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	240	11,500	2021	580	555	E	0.957	526	D	0.907
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	240	11,500	2021	800	555	D	0.694	526	D	0.658
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	505	9,200	2021	800	558	D	0.698	464	D	0.58
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	505	9,200	2021	580	558	E	0.962	464	D	0.8
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	505	9,200	2021	840	558	D	0.664	464	D	0.552
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	503	4,553	2019	640	259	C	0.405	269	C	0.42
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	144	4,600	2021	670	269	C	0.401	256	C	0.382
ORANGE AVE	SNEED RD to HEADER CANAL RD	144	4,600	2021	670	269	C	0.401	256	C	0.382
ORANGE AVE	SHINN RD to CAMPBELL RD	940144	2,700	2020	1,070	148	B	0.138	148	B	0.138
ORANGE AVE	CAMPBELL RD to KINGS HWY	940144	2,700	2020	1,070	148	B	0.138	148	B	0.138
ORANGE AVE	KINGS HWY to I-95	940041	19,000	2020	2,100	856	C	0.408	863	C	0.411
ORANGE AVE	I-95 to JENKINS RD	940035	14,700	2020	2,100	797	C	0.38	750	C	0.357
ORANGE AVE	JENKINS RD to HARTMAN RD	940028	14,400	2020	2,100	705	C	0.336	655	C	0.312
ORANGE AVE	HARTMAN RD to ANGLE RD	940028	14,400	2020	2,100	705	C	0.336	655	C	0.312
ORANGE AVE	ANGLE RD to 25TH ST	945044	10,449	2020	1,710	507	C	0.296	590	C	0.345
ORANGE AVE	25TH ST to 17TH ST	945040	11,700	2020	1,630	534	C	0.328	586	C	0.36
ORANGE AVE	17TH ST to 13TH ST	945040	11,700	2020	1,710	534	C	0.312	586	C	0.343
ORANGE AVE	13TH ST to 10TH ST	945040	11,700	2020	750	534	D	0.712	586	D	0.781
ORANGE AVE	10TH ST to 7TH ST	940155	9,200	2020	600	418	D	0.697	481	D	0.802

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						Volume	LOS	V/C	Volume	LOS	V/C
US 1	AVENUE H to OLD DIXIE HWY	715	31,500	2021	2,000	1,590	C	0.795	1,584	C	0.792
US 1	OLD DIXIE HWY to AVENUE O	940123	29,000	2020	2,000	1,709	C	0.855	1,336	C	0.668
US 1	AVENUE O to SR A1A NORTH	940123	29,000	2020	2,100	1,709	C	0.814	1,336	C	0.636
US 1	SR A1A NORTH to JUANITA AVE	940010	21,500	2020	2,100	1,222	C	0.582	979	C	0.466
US 1	JUANITA AVE to ST LUCIE BLVD	940010	21,500	2020	2,100	1,222	C	0.582	979	C	0.466
US 1	ST LUCIE BLVD to 25TH ST	940009	20,500	2020	2,100	1,077	C	0.513	1,033	C	0.492
US 1	25TH ST to INDRIO RD	940009	20,500	2020	2,100	1,077	C	0.513	1,033	C	0.492
US 1	INDRIO RD to TURNPIKE FEEDER RD	940107	24,000	2020	2,100	1,164	C	0.554	1,157	C	0.551
US 1	TURNPIKE FEEDER RD to INDIAN RIVER C.L.	940107	24,000	2020	2,100	1,164	C	0.554	1,157	C	0.551
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNGATE DR	329	17,256	2019	2,100	927	C	0.441	973	C	0.463
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	327	8,400	2021	2,100	429	C	0.204	434	C	0.207
LAGE GREEN DR	US 1 to WALTON RD	716	16,500	2021	2,100	987	C	0.47	1,040	C	0.495
VILLAGE GREEN DR	WALTON RD to TIFFANY AVE	717	4,733	2017	920	254	C	0.276	240	C	0.261
VILLAGE PKWY	DISCOVERY WAY to TRADITION PKWY	718	16,000	2021	2,650	792	C	0.299	806	C	0.304
VILLAGE PKWY	BECKER RD to DISCOVERY WAY	718	16,000	2021	1,710	792	D	0.463	806	D	0.471
VILLAGE PKWY	TRADITION PKWY to WESTCLIFFE LN	719	23,500	2021	1,710	1,294	D	0.757	1,295	D	0.757
VILLAGE PKWY	WESTCLIFFE LN to CROSSTOWN PKWY	720	13,043	2019	1,710	696	C	0.407	689	C	0.403
VIRGINIA AVE	35TH ST to 25TH ST	940032	22,000	2020	3,020	1,075	C	0.356	1,047	C	0.347
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	20,000	2020	3,020	975	C	0.323	939	C	0.311
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	20,000	2020	3,020	975	C	0.323	939	C	0.311
VIRGINIA AVE	25TH ST to 13TH ST	940033	21,000	2020	3,020	988	C	0.327	1,052	C	0.348
VIRGINIA AVE	13TH ST to 11TH ST	940794	21,500	2020	3,020	1,002	C	0.332	1,002	C	0.332
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	21,500	2020	3,170	1,002	C	0.316	1,002	C	0.316
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	21,100	2020	3,020	1,055	C	0.349	985	C	0.326
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,300	2020	3,170	902	C	0.285	882	C	0.278

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TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
2	2,230	3,100	3,740	4,080
3	3,280	4,570	5,620	6,130
4	4,310	6,030	7,490	8,170
5	5,390	7,430	9,370	10,220
6	6,380	8,990	11,510	12,760

Urbanized

Lanes	B	C	D	E
2	2,270	3,100	3,890	4,230
3	3,410	4,650	5,780	6,340
4	4,550	6,200	7,680	8,460
5	5,690	7,760	9,520	10,570

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	580	890	1,200	1,610
2	Divided	1,800	2,600	3,280	3,730
3	Divided	2,700	3,900	4,920	5,600

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2]Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3]Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

APPENDIX C

OTHER PROJECT DATA/GROWTH RATE

AM APPROVED PROJECTS			Kings Highway Commerce			Creekside			43 Bent Creek @ 50% Complete City of Fort Pierce			44 Celebration Pointe @25% Complete City of Fort Pierce			37 Whispering Oaks			Project Hunt		
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W
25th St	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Edwards Rd.	Bell Ave.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
Jenkins Rd	Orange	Peterson	3%	6	2	5%	7	21	2%	1	4	30%	9	29	70%	117	32	2%	2	0
	Peterson	Okeechobee	3%	6	2	5%	7	21	2%	1	4	50%	48	15	12%	20	5	5%	4	1
	Okeechobee	Edwards	3%	6	2	5%	7	21	0%	0	0	5%	5	2	5%	8	2	0%	0	0
Orange Ave	Rock Rd	Kings Hwy	2%	1	4	0%	0	0	0%	0	0	5%	5	2	5%	8	2	3%	1	1
	Kings Hwy	I-95	30%	17	59	0%	0	0	5%	3	9	10%	10	3	10%	17	5	40%	7	30
	I-95	Jenkins Rd	20%	11	39	0%	0	0	20%	12	37	25%	24	8	60%	100	27	20%	3	15
	Jenkins Rd	Hartman Rd	25%	14	49	0%	0	0	25%	16	47	5%	5	2	10%	17	5	18%	3	14
	Hartman	Angle Rd	20%	11	39	0%	0	0	35%	65	22	15%	5	14	20%	33	9	18%	3	14
	Angle	25th St	15%	8	30	0%	0	0	33%	61	20	10%	3	10	13%	22	6	0%	0	0
Kings Hwy	Okeechobee Rd	Picos Rd	45%	89	25	5%	21	7	3%	6	2	2%	2	1	2%	3	1	50%	38	9
	Picos Rd	Orange Ave	45%	89	25	5%	21	7	3%	6	2	2%	2	1	2%	3	1	43%	33	7
	Orange Ave	Angle Rd (CR603)	0%	0	0	0%	0	0	2%	4	1	3%	3	1	3%	5	1	0%	0	0
Edwards Rd.	US 1	Oleander	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Oleander	25th	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	25th	Jenkins Rd	0%	0	0	0%	0	0	0%	0	0	5%	2	5	5%	8	2	0%	0	0
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	10	3	90%	379	129	0%	0	0	5%	2	5	5%	8	2	5%	1	1
	Kings Hwy	Crossroads Pkwy	35%	69	19	80%	337	114	0%	0	0	5%	2	5	5%	8	2	30%	5	5
	Crossroads Pkwy	I95	40%	79	22	80%	337	114	0%	0	0	5%	2	5	5%	8	2	30%	5	5
	I95	Jenkins Rd	20%	39	11	40%	168	57	0%	0	0	5%	2	5	5%	8	2	10%	2	2
	Jenkins Rd	McNeil Rd	20%	39	11	30%	126	43	0%	0	0	5%	2	5	2%	3	1	11%	2	2
	McNeil Rd	Virginia Ave	20%	39	11	30%	126	43	0%	0	0	0%	0	0	2%	3	1	9%	2	2
Peters Road	Crossroads Pkwy	White Road																		
	White Road	Graham Rd																		
				In	197		In	143		In	62		In	30		In	45		In	76
				Out	55		Out	421		Out	186		Out	96		Out	167		Out	17

AM APPROVED PROJECTS			Wawa Kings Highway			Kings Highway Warehouse			St. Lucie Commerce Center @25% Complete			Walsh Crossroads			Project Hurricane			SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net	Double Count	Net
25th St	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Edwards Rd.	Bell Ave.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
Jenkins Rd	Orange	Peterson	0%	0	0	0%	0	0	30%	42	9	0%	0	0	15%	2	8	134	52	65	17	-10	176	-3	98
	Peterson	Okeechobee	0%	0	0	0%	0	0	30%	42	9	0%	0	0	20%	2	7	77	54	45	19	-11	170	-4	80
	Okeechobee	Edwards	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	70	6	25	2	-1	25	0	26
Orange Ave	Rock Rd	Kings Hwy	55.0%	23	23	4%	14	14	90%	127	28	0%	0	0	5%	2	1	13	167	4	70	-3	177	-1	73
	Kings Hwy	I-95	55.0%	23	23	26%	89	89	50%	71	16	0%	0	0	10%	1	4	29	207	17	221	-7	229	-4	233
	I-95	Jenkins Rd	20.0%	8	8	3%	10	10	30%	14	3	0%	0	0	0%	0	0	137	47	72	76	-9	174	-15	133
	Jenkins Rd	Hartman Rd	10.0%	4	4	3%	10	10	5%	7	2	0%	0	0	15%	2	5	37	40	53	84	-8	68	-13	124
	Hartman	Angle Rd	10.0%	4	4	3%	10	10	5%	7	2	0%	0	0	15%	2	5	103	37	45	74	-7	133	-11	108
	Angle	25th St	10.0%	4	4	3%	10	10	5%	7	2	0%	0	0	15%	2	5	66	32	36	51	-6	111	-9	78
Kings Hwy	Okeechobee Rd	Picos Rd	20.0%	8	8	52%	177	178	0%	0	0	30%	2	2	15%	2	5	32	316	11	227	-8	340	-3	235
	Picos Rd	Orange Ave	20.0%	8	8	48%	164	164	30%	9	42	30%	2	2	15%	2	5	32	306	11	284	-8	330	-3	267
	Orange Ave	Angle Rd (CR609)	20.0%	8	8	18%	61	62	10%	3	14	0%	0	0	0%	0	0	12	73	3	84	-3	82	-1	87
Edwards Rd.	US 1	Oleander	0.0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Oleander	25th	0.0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	25th	Jenkins Rd	0.0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	10	0	7	0	0	10	0	7
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5.0%	2	2	4%	14	14	0%	0	0	5%	0	0	5%	2	1	359	29	116	20	-6	412	-4	152
	Kings Hwy	Crossroads Pkwy	5.0%	2	2	11%	38	38	0%	0	0	5%	0	0	0%	0	0	347	114	121	64	-23	438	-13	173
	Crossroads Pkwy	I95	5.0%	2	2	11%	38	38	6%	0	0	45%	2	3	55%	7	20	347	132	121	90	-26	458	-38	193
	I95	Jenkins Rd	0.0%	0	0	6%	20	20	0%	0	0	0%	0	0	40%	5	16	178	66	64	48	-13	231	-10	102
	Jenkins Rd	Midfield Rd	0.0%	0	0	6%	20	20	0%	0	0	0%	0	0	40%	5	14	131	67	49	48	-13	184	-10	87
	Midfield Rd	Virginia Ave	0.0%	0	0	3%	10	10	0%	0	0	0%	0	0	40%	5	14	130	58	44	37	-11	178	-7	74
Peters Road	Crossroads Pkwy	White Road										0%	0	0	65%	23	8	0	23	0	8	0	23	0	8
	White Road	Graham Rd										0%	0	0	35%	4	13	0	4	0	13	0	4	0	13
				In	42		In	342		In	141		In	7		In	35								
				Out	42		Out	341		Out	31		Out	5		Out	12								

PM APPROVED PROJECTS			Kings Highway Commerce			Creekside			43 Bent Creek @ 50% Complete			44 Celebration Pointe @25% Complete			37 Whispering Oaks			Project Hunt		
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W
25th St.	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0
	Edwards Rd.	Bell Ave.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0			
Jenkins Rd	Orange	Peterson	3.0%	2	6	5.0%	25	16	2.0%	4	2	30.0%	30	17	70.0%	117	120	2.0%	0	1
	Peterson	Okeechobee	3.0%	2	6	5.0%	25	16	2.0%	4	2	50.0%	29	50	12.0%	20	21	5.0%	1	3
	Okeechobee	Edwards	3.0%	2	6	5.0%	25	16	0.0%	0	0	5.0%	3	5	5.0%	8	9	0.0%	0	0
Orange Ave	Rock Rd	Kings Hwy	2.0%	1	4	0.0%	0	0	0.0%	0	0	5.0%	3	5	5.0%	8	9	3.0%	2	2
	Kings Hwy	I-95	30.0%	56	20	0.0%	0	0	5.0%	10	6	10.0%	6	10	10.0%	17	17	40.0%	23	8
	I-95	Jenkins Rd	20.0%	37	14	0.0%	0	0	20.0%	39	23	25.0%	14	25	60.0%	100	103	20.0%	11	4
	Jenkins Rd	Hartman Rd	25.0%	47	17	0.0%	0	0	25.0%	48	28	5.0%	3	5	10.0%	17	17	18.0%	10	3
	Hartman	Angle Rd	20.0%	37	14	0.0%	0	0	35.0%	40	67	15.0%	15	9	20.0%	33	34	18.0%	10	3
	Angle	25th St	15.0%	28	10	0.0%	0	0	33.0%	37	64	10.0%	10	6	13.0%	22	22	0.0%	0	0
Kings Hwy	Okeechobee Rd	Picos Rd	45.0%	31	84	5.0%	16	25	3.0%	6	3	2.0%	1	2	2.0%	3	3	50.0%	10	29
	Picos Rd	Orange Ave	45.0%	31	84	5.0%	16	25	3.0%	6	3	2.0%	1	2	2.0%	3	3	43.0%	8	25
	Orange Ave	Angle Rd (CR603)	0.0%	0	0	0.0%	0	0	2.0%	2	4	3.0%	2	3	3.0%	5	5	0.0%	0	0
Edwards Rd.	US 1	Oleander	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0
	Oleander	25th	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0
	25th	Jenkins Rd	0.0%	0	0	0.0%	0	0	0.0%	0	0	5.0%	5	3	5.0%	8	9	0.0%	0	0
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5.0%	3	9	90.0%	280	448	0.0%	0	0	5.0%	5	3	5.0%	8	9	5.0%	3	3
	Kings Hwy	Crossroads Pkwy	35.0%	24	65	80.0%	249	398	0.0%	0	0	5.0%	5	3	5.0%	8	9	30.0%	17	17
	Crossroads Pkwy	I95	40.0%	27	74	80.0%	249	398	0.0%	0	0	5.0%	5	3	5.0%	8	9	30.0%	17	17
	I95	Jenkins Rd	20.0%	14	37	40.0%	124	199	0.0%	0	0	5.0%	5	3	5.0%	8	9	10.0%	6	6
	Jenkins Rd	McNeil Rd	20.0%	14	37	30.0%	93	149	0.0%	0	0	5.0%	5	3	2.0%	3	3	11.0%	6	6
	McNeil Rd	Virginia Ave	20.0%	14	37	30.0%	93	149	0.0%	0	0	0.0%	0	0	2.0%	3	3	9.0%	5	5
Peters Road	Crossroads Pkwy	White Road																		
	White Road	Graham Rd																		
				In	68		In	498		In	193		In	100		In	172		In	19
				Out	186		Out	311		Out	113		Out	57		Out	167		Out	57

PM APPROVED PROJECTS			Wawa Kings Highway			Kings Highway Warehouse			St. Lucie Commerce Center @25% Complete			Walsh Crossroads			Project Hurricane			SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/S	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net	Double Count	Net
25th St.	Virginia Ave.	Cortez Blvd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Cortez Blvd.	Edwards Rd.	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
	Edwards Rd.	Bell Ave.							0%	0	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0
Jenkins Rd	Orange	Peterson	10.0%	5	5	0.0%	0	0	30.0%	16	59	0%	0	0	15%	2	2	176	25	155	72	-5	195	-14	213
	Peterson	Okeechobee	8.0%	4	4	0.0%	0	0	30.0%	16	59	0%	0	0	20%	2	2	77	25	88	73	-5	97	-15	147
	Okeechobee	Edwards	0.0%	0	0	0.0%	0	0	0.0%	0	0	0%	0	0	0%	0	0	36	2	29	6	0	38	-1	34
Orange Ave	Rock Rd	Kings Hwy	55.0%	28	29	4.0%	9	9	90.0%	47	176	0%	0	0	5%	1	1	11	87	14	220	-3	95	-3	230
	Kings Hwy	I-95	55.0%	29	28	58.0%	125	266	50.0%	26	98	0%	0	0	10%	1	1	32	260	33	421	-8	284	-8	445
	I-95	Jenkins Rd	20.0%	10	10	13.0%	28	60	10.0%	5	20	0%	0	0	0%	0	0	153	92	151	107	-18	227	-21	236
	Jenkins Rd	Hartman Rd	10.0%	5	5	8.0%	17	37	5.0%	3	10	0%	0	0	15%	2	2	68	83	50	73	-17	134	-13	111
	Hartman	Angle Rd	10.0%	5	5	8.0%	17	37	5.0%	3	10	0%	0	0	15%	2	2	88	74	110	70	-15	147	-14	166
	Angle	25th St	10.0%	5	5	0.0%	0	0	5.0%	3	10	0%	0	0	15%	2	2	69	37	92	27	-7	99	-5	113
Kings Hwy	Okeechobee Rd	Picos Rd	20.0%	10	10	52.0%	112	238	0.0%	0	0	30.0%	6	4	15.0%	2	2	26	171	34	366	-6	190	-8	391
	Picos Rd	Orange Ave	20.0%	10	10	48.0%	104	220	30.0%	59	16	30.0%	6	4	15.0%	2	2	26	219	34	359	-6	239	-8	384
	Orange Ave	Angle Rd (CR603)	20.0%	10	10	18.0%	39	82	10.0%	20	5	0.0%	0	0	0.0%	0	0	9	69	12	98	-2	75	-3	107
Edwards Rd.	US 1	Oleander	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0	0	0	0	0	0	0	0
	Oleander	25th	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0	0	0	0	0	0	0	0
	25th	Jenkins Rd	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	13	0	11	0	0	13	0	11
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5.0%	3	3	4.0%	9	9	0.0%	0	0	5%	1	1	5%	1	1	293	19	460	25	-4	308	-5	472
	Kings Hwy	Crossroads Pkwy	5.0%	3	3	11.0%	24	24	0.0%	0	0	5%	1	1	0%	0	0	262	68	410	109	-14	317	-22	497
	Crossroads Pkwy	I95	5.0%	3	3	11.0%	24	24	0.0%	0	0	45%	9	5	55%	6	6	262	86	410	129	-17	331	-26	513
	I95	Jenkins Rd	0.0%	0	0	6.0%	13	13	0.0%	0	0	0%	0	0	40%	4	4	138	37	211	60	-7	167	-12	259
	Jenkins Rd	McNeil Rd	0.0%	0	0	6.0%	13	13	0.0%	0	0	0%	0	0	40%	4	4	102	37	156	60	-7	131	-12	204
	McNeil Rd	Virginia Ave	0.0%	0	0	3.0%	6	6	0.0%	0	0	0%	0	0	40%	4	4	97	30	153	53	-6	120	-11	195
Peters Road	Crossroads Pkwy	White Road										50.0%	11	6	65.0%	7	7	0	17	0	13	0	17	0	13
	White Road	Graham Rd										30.0%	6	4	35.0%	4	4	0	10	0	7	0	10	0	7
					In	51		In	458		In	52		In	12		In	10							
					Out	52		Out	216		Out	196		Out	21		Out	11							

Historical Growth Rate Calculation

Segment	From	To	2015 AADT	2019 AADT	4 Year Historical Growth Rate
Okeechobee Blvd	I-95	McNeil Rd	28,500	33,000	3.73%
	McNeil Rd	Virginia Ave	26,500	30,500	3.58%
Jenkins Rd	Okeechobee Blvd	Orange Ave	9,600	9,200	-1.06%
Kings Hwy	Okeechobee Blvd	Graham Rd	6,300	7,600	4.80%
	Graham Rd	Orange Ave	8,400	7,000	-4.46%
Orange Ave	Kings Hwy	I-95	17,300	19,800	3.43%
	I-95	Jenkins Rd	13,600	15,300	2.99%
Virginia Ave	Okeechobee Blvd	35th St	21,000	21,000	0.00%
		Total	131,200	143,400	2.25%

*Source FDOT Historical Traffic Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
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COUNTY: 94 - ST.LUCIE

SITE: 0030 - SR 70/VIRGINIA AVE - E OF OKEECHOBEE RD (COUNTY 30)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	21000 C	E 10500	W 10500	9.00	51.00	7.10
2018	21500 C	E 11000	W 10500	9.00	51.30	3.60
2017	20300 C	E 10500	W 9800	9.00	50.90	3.60
2016	22500 C	E 12000	W 10500	9.00	50.90	3.60
2015	21000 C	E 11000	W 10000	9.00	51.00	3.30
2014	20400 C	E 10500	W 9900	9.00	50.80	3.90
2013	21000 C	E 10500	W 10500	9.00	50.80	3.90
2012	21000 C	E 10500	W 10500	9.00	56.80	4.50
2011	23500 C	E 11500	W 12000	9.00	57.20	4.50
2010	22000 C	E 11500	W 10500	10.32	55.40	4.50
2009	22000 C	E 11000	W 11000	10.27	57.35	5.20
2007	16900 C	E 8900	W 8000	10.31	58.74	5.20
2006	20500 C	E 11000	W 9500	10.73	65.89	5.00
2005	22000 C	E 11500	W 10500	10.80	60.70	5.00
2004	20300 C	E 10500	W 9800	10.30	57.70	5.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

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COUNTY: 94 - ST.LUCIE

SITE: 0041 - SR 68 / ORANGE AVE - W OF SR 9/I-95 (COUNTY 41)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	19800 C	E 10500	W 9300	9.00	54.30	22.40
2018	21000 C	E 10500	W 10500	9.00	55.20	22.40
2017	19000 C	E 9800	W 9200	9.00	56.20	22.40
2016	21300 C	E 11500	W 9800	9.00	57.10	25.00
2015	17300 C	E 8500	W 8800	9.00	56.30	25.00
2014	15700 S	E 8000	W 7700	9.00	54.70	16.40
2013	15500 F	E 7900	W 7600	9.00	57.20	16.40
2012	15700 C	E 8000	W 7700	9.00	57.00	16.40
2011	17900 C	E 9000	W 8900	9.00	56.50	24.40
2010	18600 C	E 9400	W 9200	11.51	57.07	24.40
2009	16300 C	E 8200	W 8100	11.11	58.68	24.40
2008	26000 C	E 13000	W 13000	11.51	54.38	22.30
2007	27000 C	E 13500	W 13500	11.51	58.16	22.30
2006	18100 C	E 8700	W 9400	10.78	56.96	22.30
2005	18800 C	E 9700	W 9100	11.10	56.60	20.90
2004	18000 C	E 9000	W 9000	11.10	60.50	20.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

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COUNTY: 94 - ST.LUCIE

SITE: 0035 - SR 68 / ORANGE AVE - E OF SR 9/I-95 (COUNTY 35)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	15300 C	E 7600	W 7700	9.00	51.00	16.60
2018	13100 C	E 7000	W 6100	9.00	51.30	16.60
2017	15400 C	E 7300	W 8100	9.00	50.90	10.80
2016	13900 C	E 6700	W 7200	9.00	50.90	10.80
2015	13600 C	E 6700	W 6900	9.00	51.00	10.80
2014	12600 F	E 6200	W 6400	9.00	50.80	10.40
2013	12600 C	E 6200	W 6400	9.00	50.80	10.40
2012	13700 C	E 6700	W 7000	9.00	56.80	10.40
2011	12900 C	E 6600	W 6300	9.00	57.20	16.30
2010	13800 C	E 6800	W 7000	10.32	55.40	16.30
2009	12200 C	E 6000	W 6200	10.27	57.35	16.30
2008	13200 C	E 6600	W 6600	10.45	58.06	9.70
2007	15100 C	E 7500	W 7600	10.31	58.74	16.60
2006	12800 C	E 6300	W 6500	10.73	65.89	10.20
2005	13000 C	E 6700	W 6300	10.80	60.70	10.20
2004	12700 C	E 6500	W 6200	10.30	57.70	10.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

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COUNTY: 94 - ST.LUCIE

SITE: 0742 - SR 70/OKEECHOBEE RD - SW OF SR 70/VIRGINIA AVE (COUNTY 742)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	30500 C	E 14500	W 16000	9.00	51.00	4.60
2018	31500 C	E 16500	W 15000	9.00	51.30	4.60
2017	31500 C	E 15500	W 16000	9.00	50.90	12.00
2016	26000 C	E 15500	W 10500	9.00	50.90	12.00
2015	26500 C	E 11500	W 15000	9.00	51.00	12.00
2014	30000 C	E 15000	W 15000	9.00	50.80	6.10
2013	27000 C	E 12500	W 14500	9.00	50.80	3.80
2012	33000 C	E 16500	W 16500	9.00	56.80	3.80
2008	32500 C	E 16500	W 16000	10.45	58.06	6.70
2007	31500 C	E 15000	W 16500	10.31	58.74	7.40
2006	35500 C	E 18500	W 17000	10.73	65.89	5.00
2005	32500 C	E 16500	W 16000	10.80	60.70	5.70
2004	30000 C	E 15500	W 14500	10.30	57.70	5.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

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COUNTY: 94 - ST.LUCIE

SITE: 0029 - SR 70 / OKEECHOBEE RD - E OF SR 9/I-95 (COUNTY 29)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	33000 C	E 17000	W 16000	9.00	51.00	11.00
2018	31000 C	E 15000	W 16000	9.00	51.30	4.70
2017	34500 C	E 17500	W 17000	9.00	50.90	12.30
2016	28500 F	E 14000	W 14500	9.00	50.90	12.30
2015	28500 C	E 14000	W 14500	9.00	51.00	12.30
2014	25500 F	E 14000	W 11500	9.00	50.80	4.90
2013	25500 C	E 14000	W 11500	9.00	50.80	4.90
2012	28000 C	E 14000	W 14000	9.00	56.80	4.90
2011	30500 C	E 15500	W 15000	9.00	57.20	10.90
2010	30500 C	E 15500	W 15000	10.32	55.40	10.90
2009	26500 C	E 13000	W 13500	10.27	57.35	10.90
2008	29500 C	E 15500	W 14000	10.45	58.06	6.70
2007	33000 C	E 17000	W 16000	10.31	58.74	5.20
2006	31000 C	E 16000	W 15000	10.73	65.89	16.00
2005	26500 C	E 13500	W 13000	10.80	60.70	16.00
2004	28000 C	E 14000	W 14000	10.30	57.70	16.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

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COUNTY: 94 - ST.LUCIE

SITE: 0757 - SR 713 / KINGS HWY - N OF SR 70/OKEECHOBEE RD (COUNTY 757)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	7600 C	N 3700	S 3900	9.00	54.30	23.40
2018	13600 C	N 6500	S 7100	9.00	55.20	23.90
2017	12800 C	N 6100	S 6700	9.00	56.20	23.90
2016	6400 C	N 3100	S 3300	9.00	57.10	23.90
2015	6300 C	N 3000	S 3300	9.00	56.30	26.90
2014	9100 C	N 3900	S 5200	9.00	54.70	46.50
2013	6000 C	N 3000	S 3000	9.00	57.20	17.40
2012	5400 C	N 2700	S 2700	9.00	57.00	17.40
2011	6200 C	N 3200	S 3000	9.00	56.50	22.90
2010	13500 C	N 6800	S 6700	11.51	57.07	22.90
2009	8000 C	N 4000	S 4000	11.11	58.68	22.90
2008	7400 C	N 3500	S 3900	11.51	54.38	23.20
2007	8900 C	N 4400	S 4500	11.51	58.16	25.50
2006	7300 C	N 3600	S 3700	10.78	56.96	25.50
2005	7900 C	N 3900	S 4000	11.10	56.60	18.10
2004	7200 C	N 3500	S 3700	11.10	60.50	18.10

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
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COUNTY: 94 - ST.LUCIE

SITE: 0076 - SR 713/KINGS HWY - S OF SR 68/ORANGE AVE (COUNTY 76)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	7000 C	N 3500	S 3500	9.00	54.30	22.80
2018	9700 C	N 4600	S 5100	9.00	55.20	22.80
2017	9500 C	N 4700	S 4800	9.00	56.20	22.80
2016	9600 C	N 4600	S 5000	9.00	57.10	32.40
2015	8400 C	N 4100	S 4300	9.00	56.30	32.40
2014	7900 C	N 3800	S 4100	9.00	54.70	19.90
2013	7200 C	N 3400	S 3800	9.00	57.20	14.20
2012	7100 C	N 3400	S 3700	9.00	57.00	14.20
2011	8000 C	N 3900	S 4100	9.00	56.50	17.20
2010	8900 C	N 4400	S 4500	11.51	57.07	17.20
2009	8000 C	N 3800	S 4200	11.11	58.68	17.20
2008	10600 C	N 5200	S 5400	11.51	54.38	11.20
2007	11100 C	N 5400	S 5700	11.51	58.16	7.90
2006	10600 C	N 5300	S 5300	10.78	56.96	17.30
2005	9900 C	N 4800	S 5100	11.10	56.60	17.30
2004	9400 C	N 4600	S 4800	11.10	60.50	17.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
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COUNTY: 94 - ST.LUCIE

SITE: 0273 - CR 611/JENKINS RD - N. OF SR 70/OKEECHOBEE RD (COUNTY 131)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	9200 C	N 4600	S 4600	9.00	51.00	7.80
2018	10000 V	N 4400	S 5600	9.00	51.30	5.80
2017	9900 R	N 4400	S 5500	9.00	50.90	10.00
2016	9700 T	N 4300	S 5400	9.00	50.90	6.20
2015	9600 S	N 4300	S 5300	9.00	51.00	41.80
2014	9600 F	N 4300	S 5300	9.00	50.80	49.50
2013	9600 C	N 4300	S 5300	9.00	50.80	11.90
2012	7100 S	N 3600	S 3500	9.00	56.80	4.80
2011	7100 F	N 3600	S 3500	9.00	57.20	4.80
2010	7100 C	N 3600	S 3500	10.32	55.40	4.80
2009	8500 C	N 4200	S 4300	10.27	57.35	10.70
2008	9100 C	N 4500	S 4600	10.45	58.06	6.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

APPENDIX D

INTERSECTION ANALYSIS

TURNING MOVEMENT VOLUME COUNTS

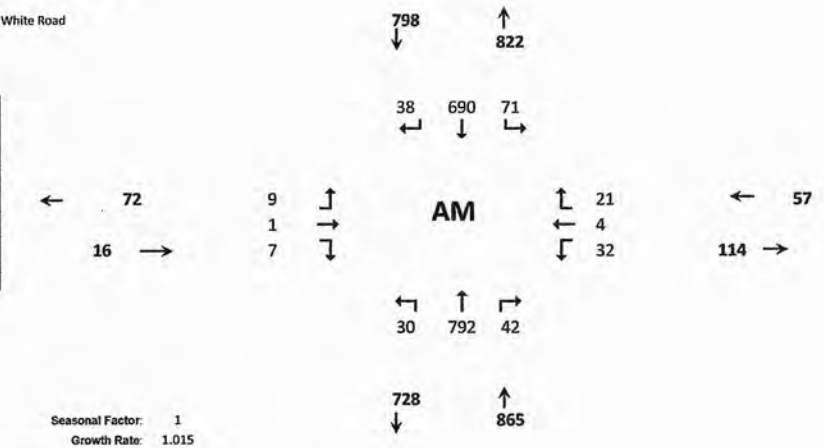
N/S STREET: Kings Highway **E/W STREET:** White Road **CONTROL:** Signalized

FILENAME:

COUNT DATE: 2/12/2019 **DAY:** **CITY:** Ft Pierce **INTERSECTION:** Kings Highway & White Road

REPORT DATE: 6/22/2022 **ANALYSIS YEAR:** 2024 Without Project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15		91			81								172	701
7:15-7:30		81			76								157	708
7:30-7:45		100			101								201	730
7:45-8:00		90			81								171	672
8:00-8:15		86			93								179	642
8:15-8:30		88			91								179	
8:30-8:45		80			63								143	
8:45-9:00		50			91								141	



AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM													
Volumes	0	364	0	0	366	0	0	0	0	0	0	0	730	
Season Factor	0	364	0	0	366	0	0	0	0	0	0	0	730	
Growth	0	392	0	0	394	0	0	0	0	0	0	0	786	
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT		
Percentage	0%	10%	15%	25%	15%	0%	0%	0%	0%	45%	0%	30%		
PROJECT	0	7	42	71	42	0	0	0	0	32	0	21	216	

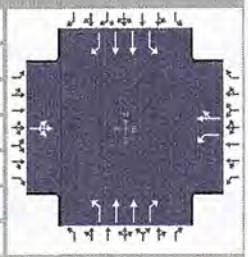
Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 5

															Trips In	Trips Out
SUBPROJECTS																
%	40%					50%	50%	5%	40%		5%					
In/Out	IN					IN	OUT	OUT	OUT		IN					
Volume	30	0	0	0	0	38	9	1	7	0	4	0	0	Project Hunt	76	17
%		30.0%			30.0%											
In/Out		IN			OUT											
Volume	0	169	0	0	37	0	0	0	0	0	0	0	0	St Lucie Commerce Center	563	124
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	3	0	0	0	0	0	0	0	0	Whispering Oaks	45	167
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	2	0	0	7	0	0	0	0	0	0	0	0	Bent Creek	123	371
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	9	0	0	10	0	0	0	0	0	0	0	0	Wawa Kings	63	64
%		52.0%			52.0%											
In/Out		IN			OUT											
Volume	0	178	0	0	177	0	0	0	0	0	0	0	0	Kings Highway Warehouse	342	341
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	30	0	0	8	0	0	0	0	0	0	0	0	Stonemont	197	55
%		30.0%			30.0%											
In/Out		OUT			IN											
Volume	0	2	0	0	2	0	0	0	0	0	0	0	0	Walsh Crossroads	7	5
%																
In/Out																
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Project Hurricane	36	12
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	2	0	0	8	0	0	0	0	0	0	0	0	Celebration Pointe	121	385
Subtotal	30	393	0	0	253	38	9	1	7	0	4	0	0			
Total	30	792	42	71	690	38	9	1	7	32	4	21	1002			

D-1

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Jun 24, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	AM Peak Hour	PHF	0.92
Urban Street	Kings Hwy	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITHOUT PROJECT) - AM - 202...		
Project Description	Kings Hwy Commerce - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	9	1	7	32	4	21	30	792	42	71	690	38

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	24.0	14.0		64.0	0.0	0.0	0.0					
Yellow	4.0	4.0		4.0	0.0	0.0	0.0					
Red	2.0	2.0		2.0	0.0	0.0	0.0	5	6	7	8	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		8.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		30.0		30.0	20.0	70.0	20.0	70.0
Change Period, ($Y+R_c$), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.0	3.1	3.0
Queue Clearance Time (g_s), s					2.8	24.9	4.2	20.9
Green Extension Time (g_e), s		0.0		0.0	0.0	4.7	0.1	4.7
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h		18		35	27		33	861	46	77	750	41
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1402		1228	1419		1668	1484	1384	1555	1484	1321
Queue Service Time (g_s), s		0.0		2.9	1.9		0.8	22.9	1.9	2.2	18.9	1.8
Cycle Queue Clearance Time (g_c), s		1.9		4.7	1.9		0.8	22.9	1.9	2.2	18.9	1.8
Green Ratio (*g/C*)		0.20		0.20	0.20		0.65	0.53	0.53	0.65	0.53	0.53
Capacity (*c*), veh/h		326		286	284		494	1583	738	424	1583	705
Volume-to-Capacity Ratio (*X*)		0.057		0.121	0.096		0.066	0.544	0.062	0.182	0.474	0.059
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		0.8		1.7	1.3		0.5	12.1	1.1	1.3	10.4	1.0
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh		38.8		41.1	39.2		9.4	18.4	13.5	10.7	17.5	13.5
Incremental Delay (d_2), s/veh		0.3		0.9	0.7		0.0	0.2	0.0	0.1	0.1	0.0
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		39.2		41.9	39.8		9.4	18.6	13.5	10.8	17.6	13.5
Level of Service (LOS)		D		D	D		A	B	B	B	B	B
Approach Delay, s/veh / LOS	39.2	D		41.0	D		18.1	B		16.8	B	
Intersection Delay, s/veh / LOS	18.4						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.90	B	1.68	B
Bicycle LOS Score / LOS	0.52	A	0.59	A	1.26	A	1.20	A

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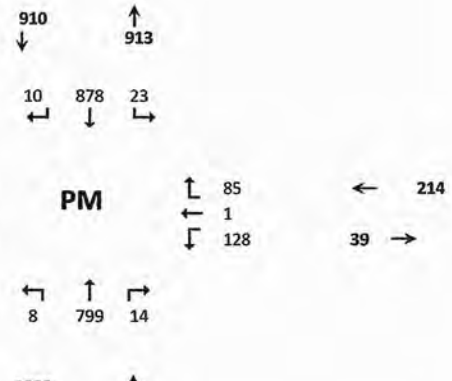
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway **E/W STREET:** White Road **CONTROL:** Signalized
FILENAME:
COUNT DATE: 2/12/2019 **DAY:** **CITY:** Ft Pierce
REPORT DATE: 3/24/2022 **ANALYSIS YEAR:** 2024 Without Project With Project

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15		88			89								177	813
4:15-4:30		116			111								227	847
4:30-4:45		95			103								198	810
4:45-5:00		85			126								211	802
5:00-5:15		102			109								211	730
5:15-5:30		91			99								190	
5:30-5:45		98			92								190	
5:45-6:00		71			68								139	



PM PEAK HOUR IS FROM: 4:15PM TO 5:15PM

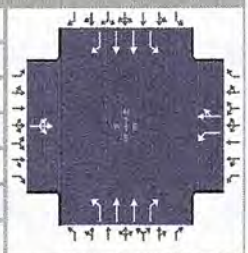
Volumes	0	398	0	0	449	0	0	0	0	0	0	0	847	
Season Factor	0	398	0	0	449	0	0	0	0	0	0	0	847	
Growth	0	429	0	0	484	0	0	0	0	0	0	0	912	
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT		
Percentage	0%	10%	15%	25%	15%	0%	0%	0%	0%	45%	0%	30%		
PROJECT	0	28	14	23	14	0	0	0	0	128	0	85	291	
SUBPROJECTS														
%	40.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%	5.0%	40.0%	0.0%	5.0%	0.0%	0.0%	
In/Out	IN	0.0%	0.0%	0.0%	0.0%	IN	OUT	OUT	OUT	0.0%	IN	0.0%	0.0%	
Volume	8	0	0	0	0	10	29	3	23	0	1	0	0	
%		30.0%			30.0%									
In/Out		IN			OUT									
Volume	0	62	0	0	235	0	0	0	0	0	0	0	0	
%		2.0%			2.0%									
In/Out		IN			OUT									
Volume	0	3	0	0	2	0	0	0	0	0	0	0	0	
%		2.0%			2.0%									
In/Out		IN			OUT									
Volume	0	8	0	0	5	0	0	0	0	0	0	0	0	
%		15.0%			15.0%									
In/Out		IN			OUT									
Volume	0	9	0	0	9	0	0	0	0	0	0	0	0	
%		52.0%			52.0%									
In/Out		IN			OUT									
Volume	0	238	0	0	112	0	0	0	0	0	0	0	0	
%		15.0%			15.0%									
In/Out		IN			OUT									
Volume	0	10	0	0	10	0	0	0	0	0	0	0	0	
%		30.0%			30.0%									
In/Out		OUT			IN									
Volume	0	3	0	0	3	0	0	0	0	0	0	0	0	
%														
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%		2.0%			2.0%									
In/Out		IN			OUT									
Volume	0	8	0	0	5	0	0	0	0	0	0	0	0	
Subtotal	8	342	0	0	380	10	29	3	23	0	1	0	0	
Total	8	799	14	23	878	10	29	3	23	128	1	85	1203	3193

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 5

	Trips In	Trips Out
Kings Highway Commerce Park	90	284
Project Hunt	19	57
St Lucie Commerce Center	208	784
Whispering Oaks	172	94
Bent Creek	385	226
Wawa Kings	57	58
Kings Highway Warehouse	458	216
Stonemont	68	186
Walsh Crossroads	10	11
Project Hurricane	23	37
Celebration Pointe	398	229

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Jun 24, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	PM Peak Hour	PHF	0.92
Urban Street	Kings Hwy	Analysis Year	Without Project	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITHOUT PROJECT) - PM - 202...		
Project Description	Kings Hwy Commerce - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	29	3	23	128	1	85	8	799	14	23	878	10

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	44.0	14.0	64.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0		5	6	7	8	
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		8.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		50.0		50.0	20.0	70.0	20.0	70.0
Change Period, (*Y+R c*), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.0	3.1	3.0
Queue Clearance Time (*g s*), s					2.4	33.4	3.2	38.0
Green Extension Time (*g e*), s		0.0		0.0	0.0	5.3	0.0	5.2
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.01	0.00	0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h		60		139	93		9	868	15	25	954	11
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1036		1404	1210		1485	1484	1208	1358	1484	1321
Queue Service Time (*g s*), s		3.2		11.8	8.0		0.4	31.4	1.0	1.2	36.0	0.6
Cycle Queue Clearance Time (*g c*), s		11.2		23.0	8.0		0.4	31.4	1.0	1.2	36.0	0.6
Green Ratio (*g/C*)		0.31		0.31	0.31		0.56	0.46	0.46	0.56	0.46	0.46
Capacity (*c*), veh/h		365		380	380		291	1357	552	293	1357	604
Volume-to-Capacity Ratio (*X*)		0.164		0.366	0.246		0.030	0.640	0.028	0.085	0.703	0.018
Back of Queue (*Q*), ft/ln (85 th percentile)												
Back of Queue (*Q*), veh/ln (85 th percentile)		3.0		6.6	4.2		0.2	14.7	0.5	0.7	16.7	0.4
Queue Storage Ratio (*RQ*) (85 th percentile)		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (*d 1*), s/veh		37.1		45.6	35.7		19.1	29.2	20.9	18.2	30.4	20.8
Incremental Delay (*d 2*), s/veh		1.0		2.7	1.5		0.0	0.8	0.0	0.0	1.4	0.0
Initial Queue Delay (*d 3*), s/veh		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		38.1		48.3	37.2		19.1	30.0	20.9	18.2	31.8	20.8
Level of Service (LOS)		D		D	D		B	C	C	B	C	C
Approach Delay, s/veh / LOS	38.1	D		43.8	D		29.7	C		31.4	C	
Intersection Delay, s/veh / LOS	32.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.45	B	2.45	B	1.92	B	1.69	B
Bicycle LOS Score / LOS	0.59	A	0.87	A	1.22	A	1.30	A

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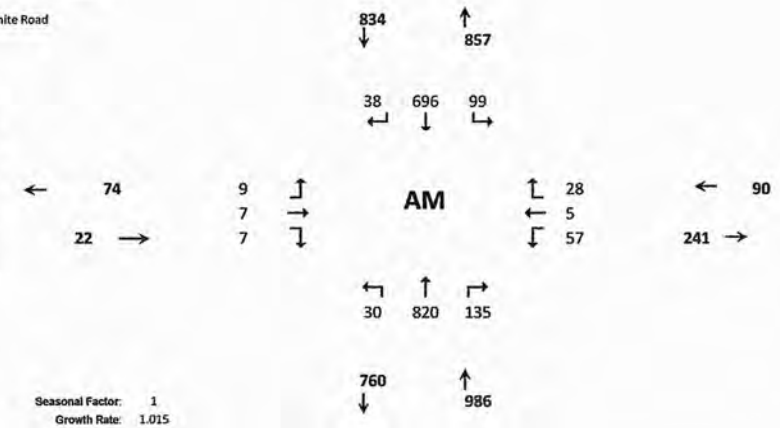
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway **E/W STREET:** White Road **CONTROL:** Signalized
FILENAME:
COUNT DATE: 2/12/2019 **DAY:** **CITY:** Ft Pierce **INTERSECTION:** Kings Highway & White Road
REPORT DATE: 6/22/2022 **ANALYSIS YEAR:** 2024 With Project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15		91			81								172	701
7:15-7:30		81			76								157	708
7:30-7:45		100			101								201	730
7:45-8:00		90			81								171	672
8:00-8:15		86			93								179	642
8:15-8:30		88			91								179	
8:30-8:45		80			63								143	
8:45-9:00		50			91								141	



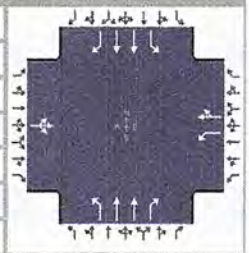
AM PEAK HOUR IS FROM: **7:30 AM TO 8:30AM**

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 5

Volumes	0	364	0	0	366	0	0	0	0	0	0	0	730			
Season Factor	0	364	0	0	366	0	0	0	0	0	0	0	730			
Growth	0	392	0	0	394	0	0	0	0	0	0	0	786			
In/Out	-	IN	IN	IN	OUT	-	-	IN	-	OUT	OUT	OUT				
Percentage	0%	10%	33%	10%	10%	0%	0%	2%	0%	35%	2%	10%				
PROJECT	0	28	93	28	7	0	0	6	0	25	1	7	196		**Trips In**	**Trips Out**
SUBPROJECTS																
%	0%	10%	15%	25%	15%	0%	0%	0%	0%	45%	0%	30%				
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT				
Volume	0	7	42	71	42	0	0	0	0	32	0	21	0	Kings Highway Commerce Park	283	71
%	40%					50%	50%	5%	40%		5%					
In/Out	IN					IN	OUT	OUT	OUT		IN					
Volume	30	0	0	0	0	38	9	1	7	0	4	0	0	Project Hunt	76	17
%		30.0%			30.0%											
In/Out		IN			OUT											
Volume	0	169	0	0	37	0	0	0	0	0	0	0	0	St Lucie Commerce Center	563	124
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	3	0	0	0	0	0	0	0	0	Whispering Oaks	45	167
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	2	0	0	7	0	0	0	0	0	0	0	0	Bent Creek	123	371
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	9	0	0	10	0	0	0	0	0	0	0	0	Wawa Kings	63	64
%		52.0%			52.0%											
In/Out		IN			OUT											
Volume	0	178	0	0	177	0	0	0	0	0	0	0	0	Kings Highway Warehouse	342	341
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	30	0	0	8	0	0	0	0	0	0	0	0	Stonemont	197	55
%		30.0%			30.0%											
In/Out		OUT			IN											
Volume	0	2	0	0	2	0	0	0	0	0	0	0	0	Walsh Crossroads	7	5
%																
In/Out																
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Project Hurricane	36	12
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	2	0	0	8	0	0	0	0	0	0	0	0	Celebration Pointe	121	385
Subtotal	30	400	42	71	295	38	9	1	7	32	4	21	0			
Total	30	820	135	99	696	38	9	7	7	57	5	28	983			

HCS Signalized Intersection Results Summary

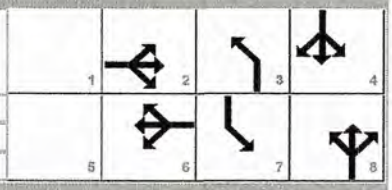
General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Jun 24, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	AM Peak Hour	PHF	0.92
Urban Street	Kings Hwy	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITH PROJECT) - AM - 2023.1.xus		
Project Description	Kings Hwy Commerce - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	9	7	7	57	5	28	30	820	135	99	696	38

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	24.0	14.0		64.0	0.0	0.0	0.0					
Yellow	4.0	4.0		4.0	0.0	0.0	0.0					
Red	2.0	2.0		2.0	0.0	0.0	0.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		8.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		30.0		30.0	20.0	70.0	20.0	70.0
Change Period, ($Y+R_c$), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s					2.8	26.0	5.1	21.2
Green Extension Time (g_e), s		0.0		0.0	0.0	5.2	0.1	5.2
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h		25		62	36		33	891	147	108	757	41
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1489		1221	1417		1668	1484	1384	1555	1484	1321
Queue Service Time (g_s), s		0.0		5.2	2.5		0.8	24.0	6.6	3.1	19.2	1.8
Cycle Queue Clearance Time (g_c), s		1.5		6.7	2.5		0.8	24.0	6.6	3.1	19.2	1.8
Green Ratio (*g/C*)		0.20		0.20	0.20		0.65	0.53	0.53	0.65	0.53	0.53
Capacity (*c*), veh/h		340		289	283		491	1583	738	414	1583	705
Volume-to-Capacity Ratio (*X*)		0.074		0.214	0.127		0.066	0.563	0.199	0.260	0.478	0.059
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		1.1		3.1	1.7		0.5	12.6	3.7	1.8	10.5	1.0
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh		39.0		41.7	39.4		9.5	18.7	14.6	11.4	17.5	13.5
Incremental Delay (d_2), s/veh		0.4		1.7	0.9		0.0	0.3	0.0	0.1	0.1	0.0
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		39.4		43.4	40.3		9.5	19.0	14.7	11.5	17.6	13.5
Level of Service (LOS)		D		D	D		A	B	B	B	B	B
Approach Delay, s/veh / LOS	39.4	D		42.3	D		18.1	B		16.7	B	
Intersection Delay, s/veh / LOS	18.9						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.90	B	1.68	B
Bicycle LOS Score / LOS	0.53	A	0.65	A	1.37	A	1.23	A

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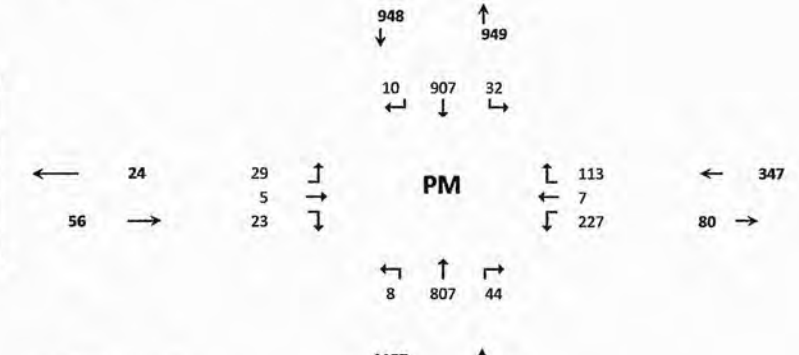
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: White Road
CONTROL: Signalized
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
REPORT DATE: 3/24/2022
ANALYSIS YEAR: 2024 With Project
With Project

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15		88			89								177	813
4:15-4:30		116			111								227	847
4:30-4:45		95			103								198	810
4:45-5:00		85			126								211	802
5:00-5:15		102			109								211	730
5:15-5:30		91			99								190	
5:30-5:45		98			92								190	
5:45-6:00		71			68								139	



PM PEAK HOUR IS FROM: 4:15PM TO 5:15PM

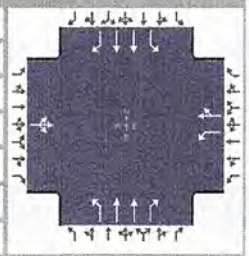
Volumes	0	398	0	0	449	0	0	0	0	0	0	0	847	
Season Factor	0	398	0	0	449	0	0	0	0	0	0	0	847	
Growth	0	429	0	0	484	0	0	0	0	0	0	0	912	
In/Out	-	IN	IN	IN	OUT	-	-	IN	-	OUT	OUT	OUT		
Percentage	0%	10%	33%	10%	10%	0%	0%	2%	0%	35%	2%	10%		
PROJECT	0	9	30	9	28	0	0	2	0	99	6	28	211	

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 5

SUBPROJECTS															**Trips In**	**Trips Out**
%		10%	15%	25%	15%					45.00%		30%				
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT				
Volume	0	28	14	23	14	0	0	0	0	128	0	85	0	Kings Highway Commerce Park	90	284
%	40.0%	0.0%	0.0%	0.0%	0.0%	50.0%	50.0%	5.0%	40.0%	0.0%	5.0%	0.0%				
In/Out	IN	0.0%	0.0%	0.0%	0.0%	IN	OUT	OUT	OUT	0.0%	IN	0.0%				
Volume	8	0	0	0	0	10	29	3	23	0	1	0	0	Project Hunt	19	57
%		30.0%			30.0%											
In/Out		IN			OUT											
Volume	0	62	0	0	235	0	0	0	0	0	0	0	0	St Lucie Commerce Center	208	784
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	3	0	0	2	0	0	0	0	0	0	0	0	Whispering Oaks	172	94
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	8	0	0	5	0	0	0	0	0	0	0	0	Bent Creek	385	226
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	9	0	0	9	0	0	0	0	0	0	0	0	Wawa Kings	57	58
%		52.0%			52.0%											
In/Out		IN			OUT											
Volume	0	238	0	0	112	0	0	0	0	0	0	0	0	Kings Highway Warehouse	458	216
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	10	0	0	10	0	0	0	0	0	0	0	0	Stonemont	68	186
%		30.0%			30.0%											
In/Out		OUT			IN											
Volume	0	3	0	0	3	0	0	0	0	0	0	0	0	Walsh Crossroads	10	11
%																
In/Out																
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Project Hurricane	23	37
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	8	0	0	5	0	0	0	0	0	0	0	0	Celebration Pointe	398	229
Subtotal	8	370	14	23	394	10	29	3	23	128	1	85	0			
Total	8	807	44	32	907	10	29	5	23	227	7	113	1124	3326		

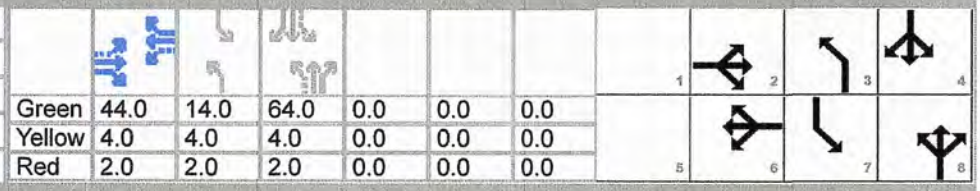
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Jun 24, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	PM Peak Hour	PHF	0.92
Urban Street	Kings Hwy	Analysis Year	with project 2024	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITH PROJECT) - PM - 2024.1.xus		
Project Description	Kings Hwy Commerce - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	29	5	23	227	7	113	8	807	44	32	907	10

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	44.0	14.0	64.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		8.0		6.0	1.1	3.0	1.1	3.0
Phase Duration, s		50.0		50.0	20.0	70.0	20.0	70.0
Change Period, (*Y+R c*), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.0	3.1	3.0
Queue Clearance Time (*g s*), s					2.4	33.9	3.6	39.8
Green Extension Time (*g e*), s		0.0		0.0	0.0	5.6	0.0	5.5
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.01	0.00	0.03

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h		62		247	130		9	877	48	35	986	11
Adjusted Saturation Flow Rate (*s*), veh/h/ln		937		1401	1219		1485	1484	1208	1358	1484	1321
Queue Service Time (*g s*), s		3.4		23.7	11.5		0.4	31.9	3.1	1.6	37.8	0.6
Cycle Queue Clearance Time (*g c*), s		14.9		38.7	11.5		0.4	31.9	3.1	1.6	37.8	0.6
Green Ratio (*g/C*)		0.31		0.31	0.31		0.56	0.46	0.46	0.56	0.46	0.46
Capacity (*c*), veh/h		333		342	383		282	1357	552	291	1357	604
Volume-to-Capacity Ratio (*X*)		0.186		0.721	0.340		0.031	0.646	0.087	0.120	0.726	0.018
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		3.3		14.5	6.6		0.2	16.9	1.6	0.9	19.7	0.4
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (*d 1*), s/veh		38.6		53.4	36.9		19.6	29.3	21.5	18.5	30.9	20.8
Incremental Delay (*d 2*), s/veh		1.2		12.4	2.4		0.0	0.8	0.0	0.1	1.7	0.0
Initial Queue Delay (*d 3*), s/veh		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		39.9		65.7	39.3		19.6	30.1	21.5	18.6	32.6	20.8
Level of Service (LOS)		D		E	D		B	C	C	B	C	C
Approach Delay, s/veh / LOS	39.9	D		56.6	E		29.6	C		32.0	C	
Intersection Delay, s/veh / LOS	35.1						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.45	B	2.45	B	1.92	B	1.69	B
Bicycle LOS Score / LOS	0.59	A	1.11	A	1.26	A	1.34	A

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	vacant	Commercial, County	CG, County
South	Distribution,	GC	CP-1
East	Agriculture	RU, County	AR-1, County
West	Agriculture	Commercial, County	AG-1, County

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL	R-1	125 DU	19.29	N/A
****Proposed**	CG	CP-1	840 ksf	19.29	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 56,250
**Proposed Zoning/FLU	Total gallons per day 105,000
**Change in Demand	Total gallons per day 48.750

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 56,250
**Proposed Zoning/FLU	Total gallons per day 84,000
**Change in Demand	Total gallons per day 27,750

C. Parks and Recreation (Residential Classifications Only): NA
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	16.7 yd
****Proposed Zoning/FLU**	21.0 yd
***Change in Demand**	4.3 yd

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	Post development discharge will be less than pre-development due to drainage improvements. Per NSLRWCD, discharge is limited per lot size so there will be no negative impact.

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	1,277	94/126
****Proposed Zoning/FLU**	28,976	1,336/2,566
***Change in Demand**	Trips 27,699	Trips 1,242/2,440
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☐ Yes ☑ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage): 504 ksf
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
commercial		840 ksf	19.29	04/01/2023	04/01/2024

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: None

** Complete section if requesting a change in zoning, future land use, or expanding

Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
Email: VennisJHI@JHIinc.com Website: www.JHIinc.com

June 24, 2022

City of Ft. Pierce
Planning Department
P.O. Box 1480
Fort Pierce, FL 34950

Attn: Vennis Gilmore

Re: **Kings Highway Commerce Park**
Rezoning Justification
JHI Project No. 2205-1402
Parcel ID#'s 2313-331-0000-000-4 J A Enterprises, Inc

Dear Mr. Gilmore,

Please consider the attached applications to re-zone the above parcel from AG-1 to Commercial Parkway Zone (CP-1).

Kings Highway Commerce Center is a proposed 34.32 ac distribution development and consists of 4 paorcels. See Exhibit-A.

The 3 parcels along Kings hwy are in the St. Lucie County and are to be annexed to the City with CP-1 zoning. These parcels have a future land use of Commercial.

The parcel in City has a FLU of RL which is being amended to GC. Exhibits-B shows the city zoning map with the project highlighted.

The proposed zonong is ideal for this location on Kings Hwy approximately 1 mile north of Okeechobee Road. Proximity to both I-95 & Florida Turnpike makes this site ideal for this designation. Exhibit-B shows that all the parcels in the city along the east side Kings Hwy and to the south of the project have a Zoning of either CP-1 or C-3. There are also parcels on the west side of the Kings hwy & to the north of the project with C-3 zoning.

The proposed zoning is compatible with the surrounding lands within ½ mile of the project. This is also the designation the vision that city has for the development along Kings Hwy corridor.

Vennis Gilmore – Planning Supervisor
Kings Highway Commerce Center
June 24, 2022

The proposed use is similar to what is defined as the purpose for CP-1 zoning as defined under city code section 125-207 below:

"The CP-l district is established for the purpose of providing space for large lot development along principal vehicular approaches into the city. This is a mixed-use district which should provide for certain types of office, commercial, and industrial operations which are typically characterized by a business park setting."

The proposed zoning and development has a significant positive impact on city of Ft. Pierce economy development by creating construction and permanent job opportunities, significantly higher tax income and would be model for future development along the Kings Hwy.

Please see attached applications, authorization letters and warranty deeds for the above parcels.

Thank you.

J H Iravani

Jeff H. Iravani, P.E.
President
Authorized Agent

Kings Highway Commerce Center

Aerial

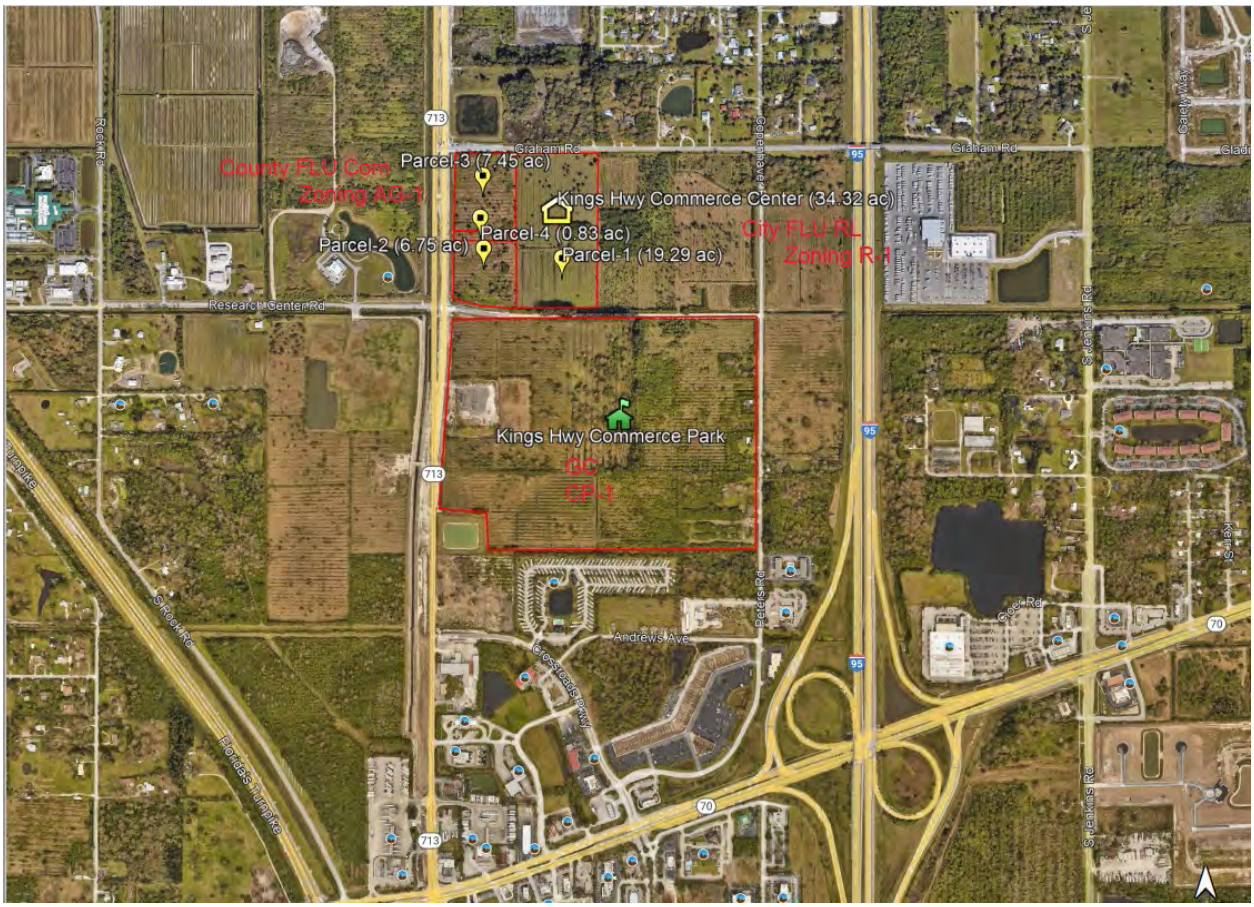


EXHIBIT - A

King Highway Commerce Center

City of Fort Pierce Zoning Map

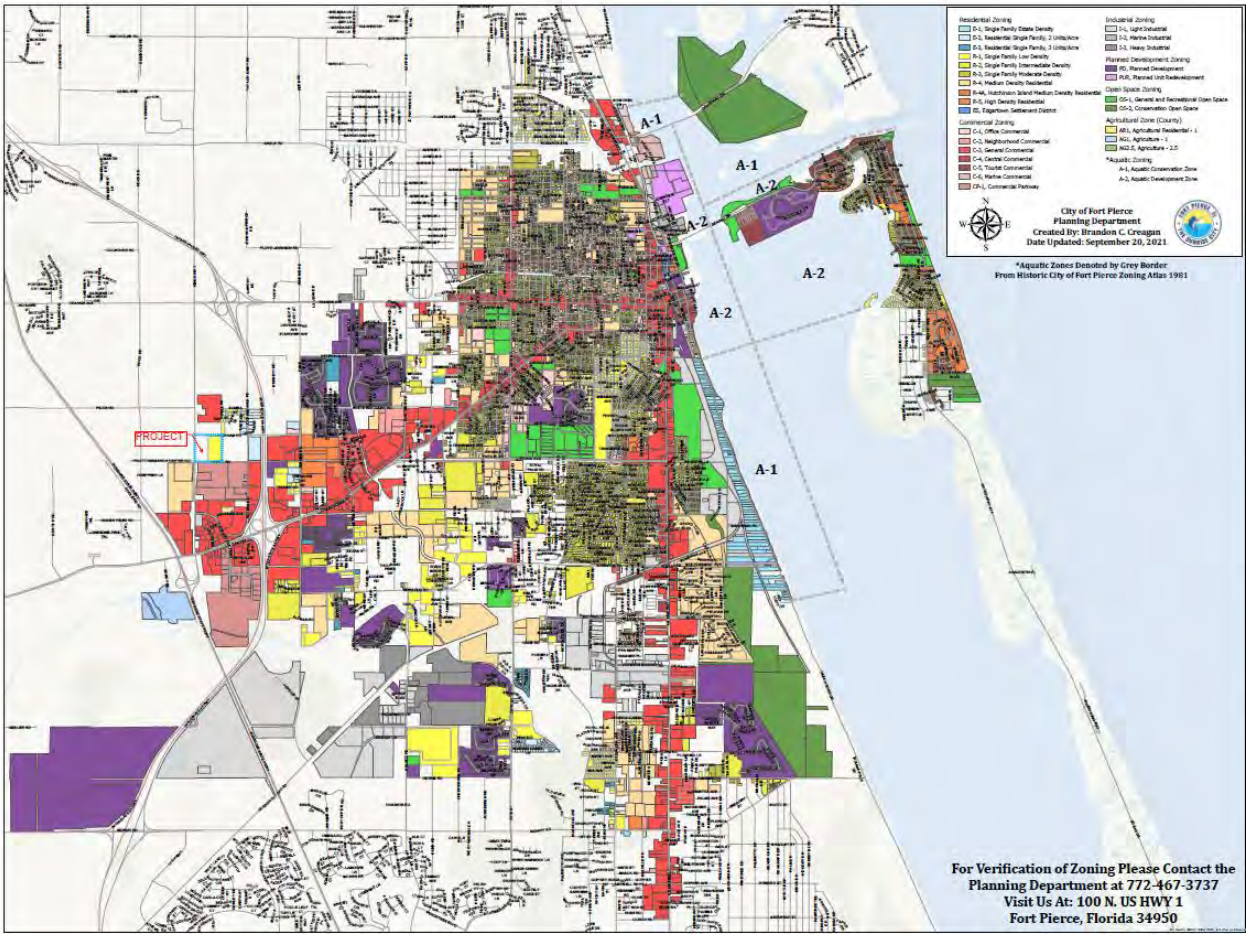


EXHIBIT - B

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: FLUMA - Kings Highway Commerce Center (1 Parcel)

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 18th, 2022

NOTICE BY MAIL:

NOTICE BY SIGNS:

VERIFIED BY: Vennis Gilmore **TITLE:** Senior Planner

SIGNATURE: **DATE:** September 21st, 2022

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN LINDA COX

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager 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.

9/18/2022

Subscribed and sworn to before on the 18th of September, 2022

Notary, State of WI, County of Brown
My commission expires: 5.15.23

NANCY HEYRMAN
Notary Public
State of Wisconsin

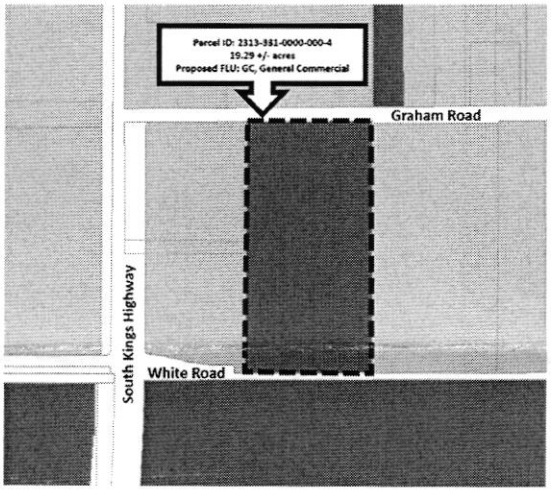
Publication Cost: $315.00
Ad No: GCI0945144
Customer No: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

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 Monday, October 3, 2022 at 5:05 p.m. and Monday, October 17, 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 No. 22-026

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 ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR THE SOUTH SIDE OF GRAHAM ROAD AND APPROXIMATELY 600 FEET EAST OF SOUTH KINGS HIGHWAY, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; 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.

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: 9/18/2022

TR-GCI0945144-01

City Commission Regular Meeting - 5:05 pm **12. f.**

Meeting Date: 10/03/2022

Re: Zoning Atlas Map Amendment - Kings Highway Commerce Center - 1 Parcel

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Quasi-Judicial Hearing - Ordinance No. 22-029 - an ordinance rezoning the property generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway, from (R-1) Low Density Residential Zone to (CP-1) Commercial Parkway Zone. FIRST READING

SUMMARY:

In accordance with Sections 125-37, 125-133, and 125-136 of the City Code and Chapter 163.3184, F.S., the applicant is requesting the review and approval of a Future Land Use Map Amendment from RL, Low Density Residential to GC, General Commercial for one (1) parcel of land. The applicant is also requesting review and approval of a Zoning Atlas Map Amendment (Rezoning) from R-1, Single-Family Low-Density Zone to CP-1, Commercial Parkway Zone.

RECOMMENDATION:

The requested Application for a Zoning Atlas Map Amendment meets the criteria specified in 125-207 and 126-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends **APPROVAL** to the City Commission.

ALTERNATIVES:

- Approval with changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Proof of Publication

Ordinance 22-029
Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 05:12 PM

Form Started By: Vennis Gilmore
Started On: 09/21/2022 04:26 PM
Final Approval Date: 09/27/2022

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 :
09/18/2022

Dana Kanitz

Subscribed and sworn to before on September 19, 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: $129.48
Ad No: 0005414679
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 Monday, October 3, 2022 at 5:05 p.m. and Monday, October 17, 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 22-029 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR THE SOUTH SIDE OF GRAHAM ROAD AND APPROXIMATELY 600 FEET EAST OF SOUTH KINGS HIGHWAY, FROM (R-1) LOW DENSITY RESIDENTIAL ZONE TO (CP-1) COMMERCIAL PARKWAY ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2313-331-0000-000-4

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 Sep 18th 2022
TCN5414679

ORDINANCE NO. 22-029

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR THE SOUTH SIDE OF GRAHAM ROAD AND APPROXIMATELY 600 FEET EAST OF SOUTH KINGS HIGHWAY, FROM (R-1) LOW DENSITY RESIDENTIAL ZONE TO (CP-1) COMMERCIAL PARKWAY ZONE;** 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 property is generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway within the City of Fort Pierce, Florida, representing approximately 19.774 acres of land, more or less; and

WHEREAS, the applicant, has applied for rezoning of the subject property generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway from (R-1) Low Density Residential Zone to (CP-1) Commercial Parkway Zone; 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, will 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 August 8th, 2022, meeting, voted 6 to 1 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 property is hereby rezoned as follows:

Parcel ID: 2313-331-0000-000-4

From and after the effective date hereof, the following property legally described as:

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 3605, PAGE 859
THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH FORTY FEET (40') FOR THE RIGHT-OF-WAY OF GRAHAM ROAD. CONTAINING 19.774 ACRES MORE OR LESS.

Said property being generally located at or near the south side of Graham Road and approximately 600 feet east of South Kings Highway in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from (R-1) Low Density Residential Zone to (CP-1) Commercial Parkway Zone, as depicted on Exhibit "A" and Exhibit "B," 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, 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. 22-0xx was duly advertised by title only in the St. Lucie News Tribune on Sunday, September 18th, 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 October 3rd, 2022; and was duly introduced, read by title only, and passed on second and final reading October 17th, 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 18th day of October 2022.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A
Proposed Zoning Atlas Map Amendment
(R-1) Low Density Residential Zone to (CP-1) Commercial Parkway Zone

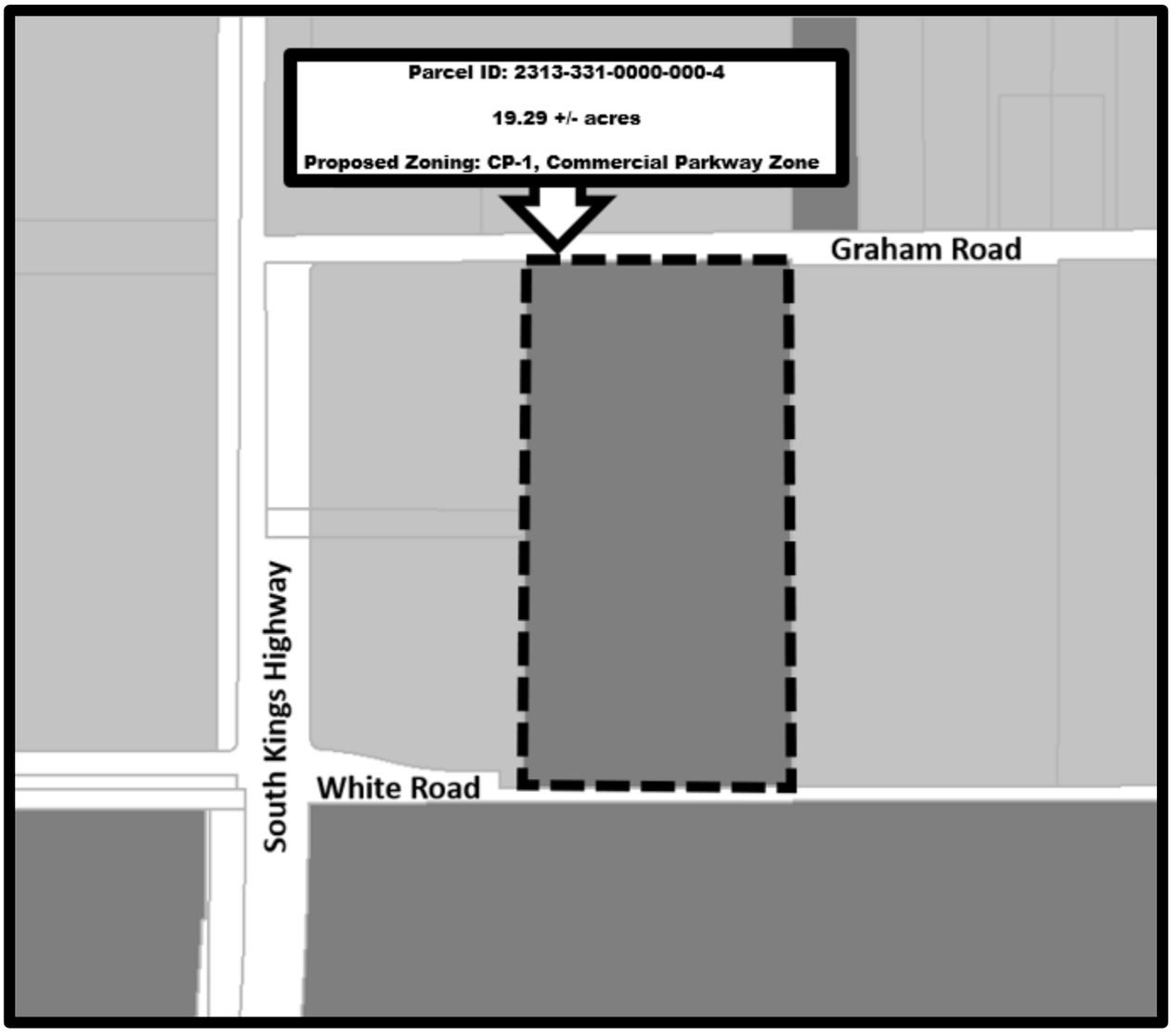
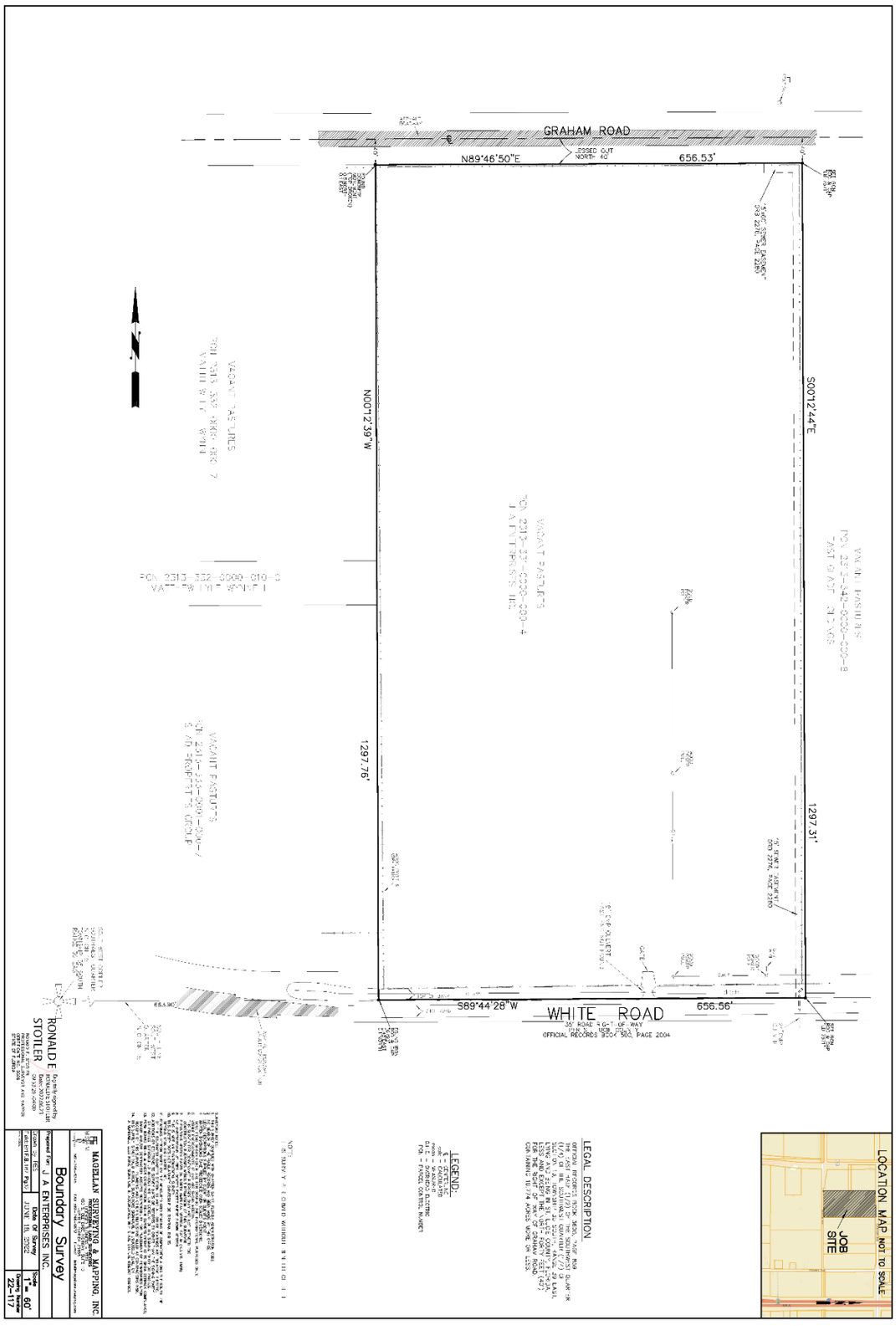
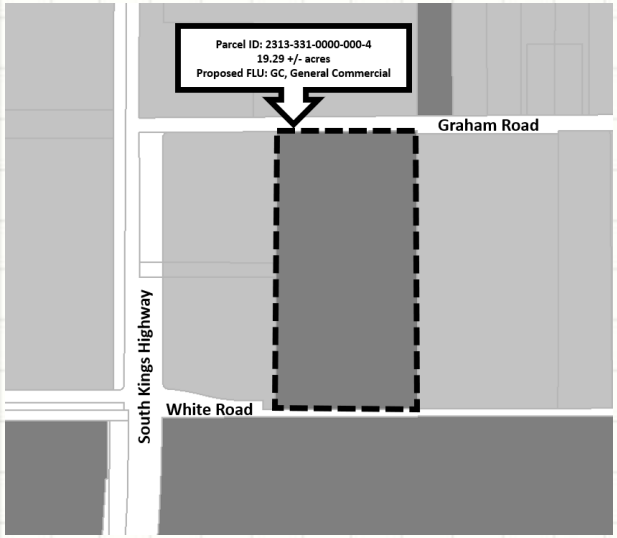


Exhibit B
Sketch and Legal Description



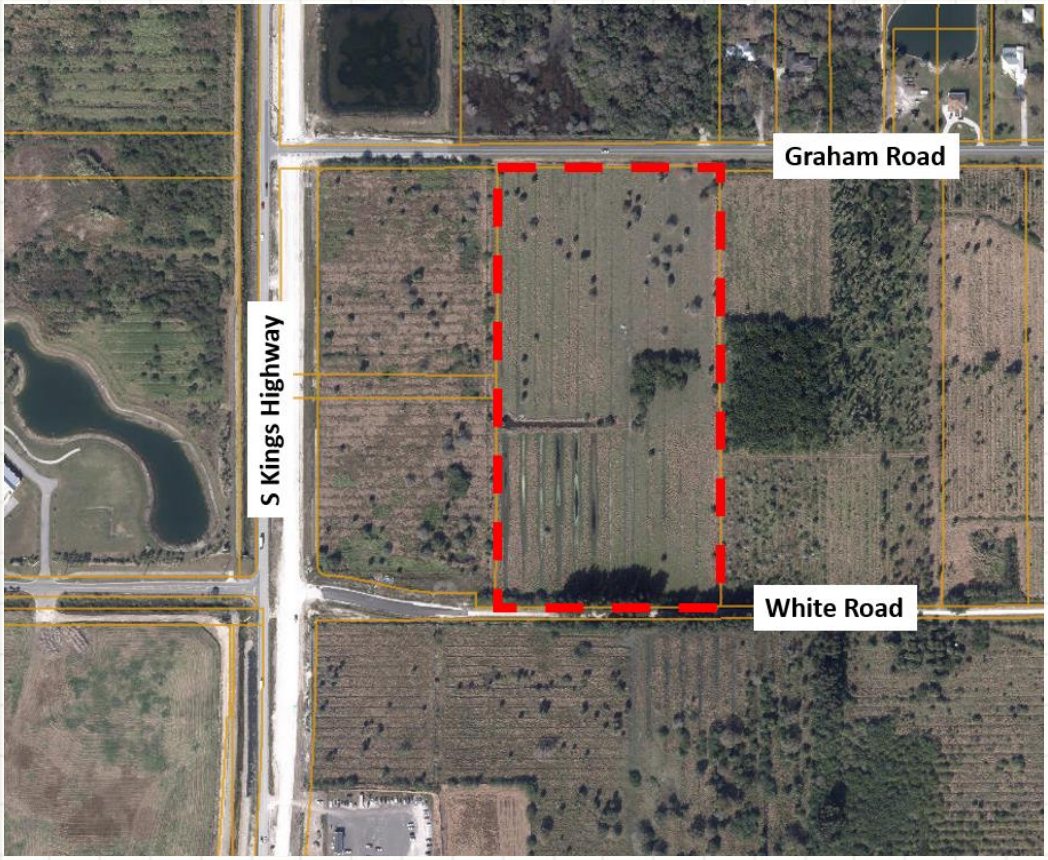
Parcel ID: 2313-331-0000-000-4

Future Land Use Map Amendment



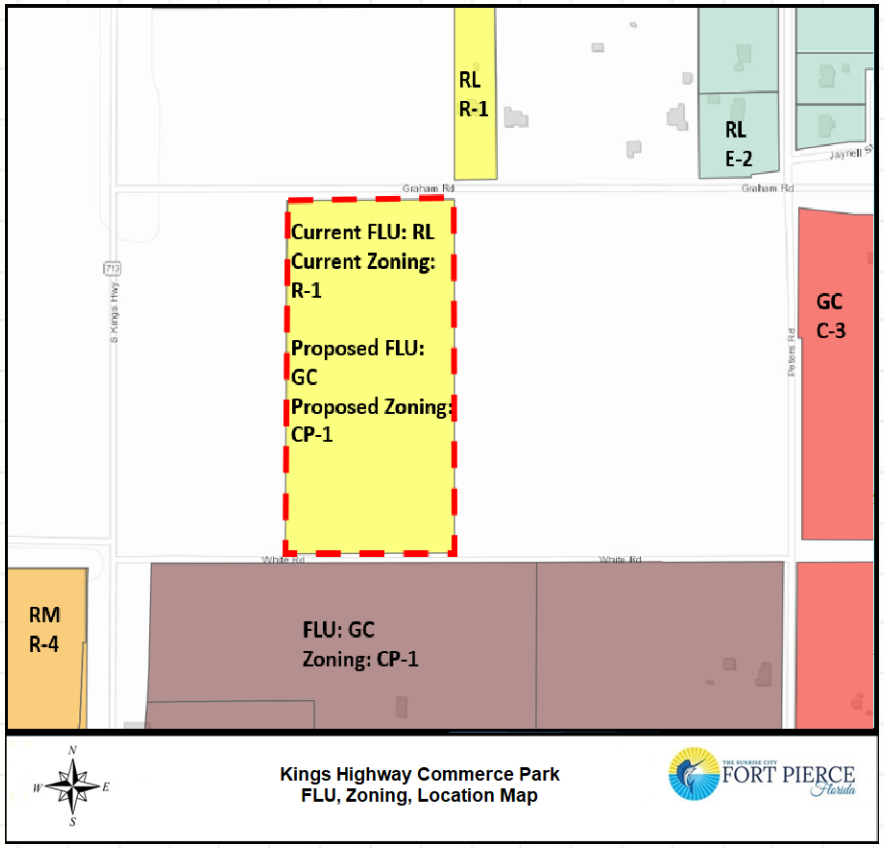
At or near just south of Graham Road and approximately 600 feet east of South Kings Highway

Aerial Map



- **Parcel ID: 2313-331-0000-000-4**
- **19.29 +/- acres**
- **Current FLU: RL, Low Density Residential**
- **Proposed FLU: GC, General Commercial**

FLU-Zoning Map



PB Recommendation

The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend **Approval** of the request.

Future Land Use Map Amendment

Future Land Use change for one (1) parcel from RL, Low-Density Residential to GC, General Commercial

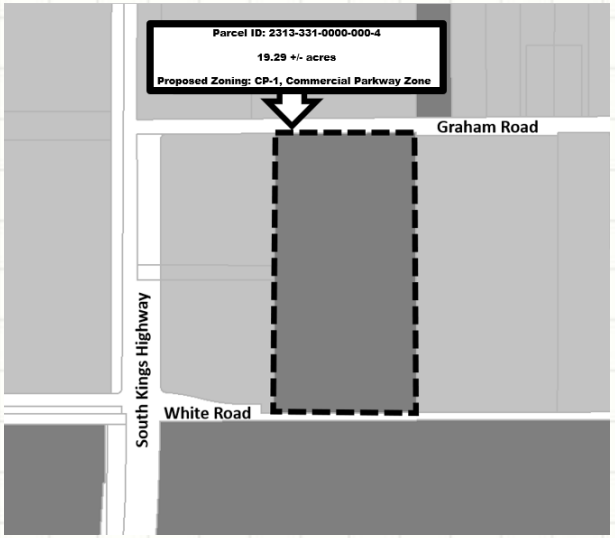
- **Staff recommends <u>Approval</u> of the request**
  - ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

City Commission Actions (Future Land Use Amendment)

Possible actions of the City Commission:

- **APPROVAL** of the proposed Future Land Use Amendment with no changes
- **APPROVAL** of the proposed Future Land Use Amendment with changes.
- **DISAPPROVAL** of the proposed Future Land Use Amendment

Zoning Atlas
Map Amendment



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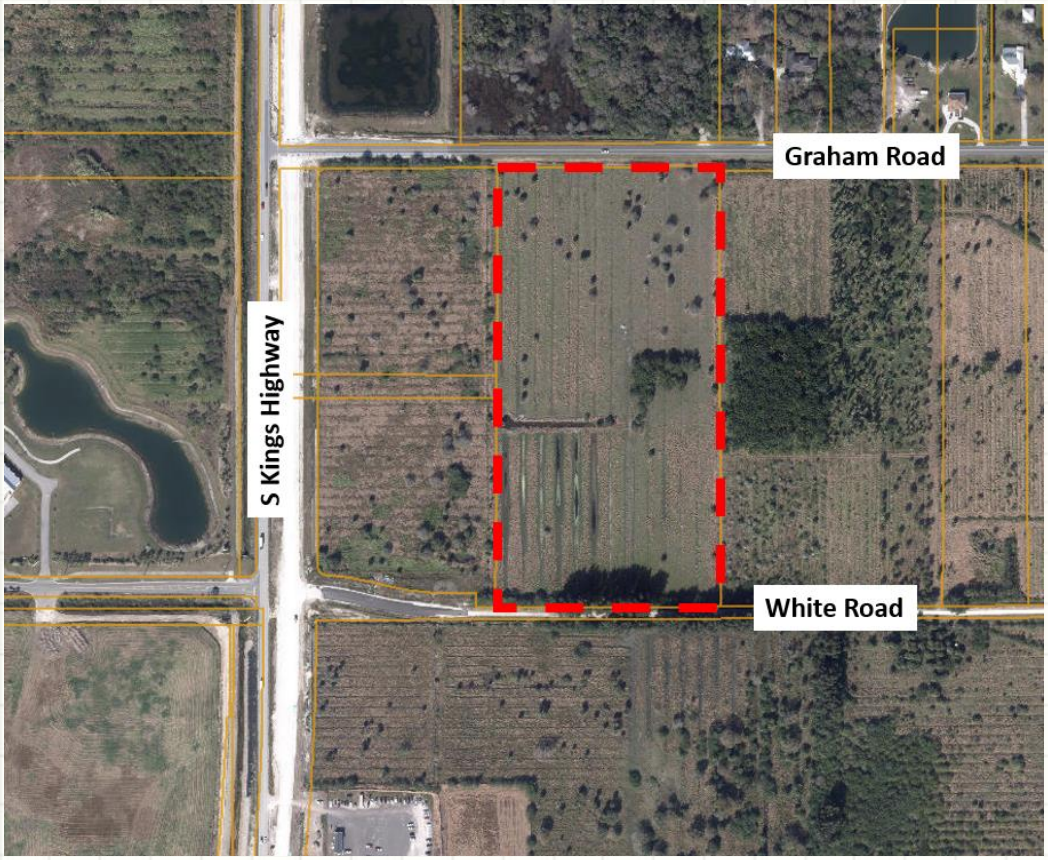
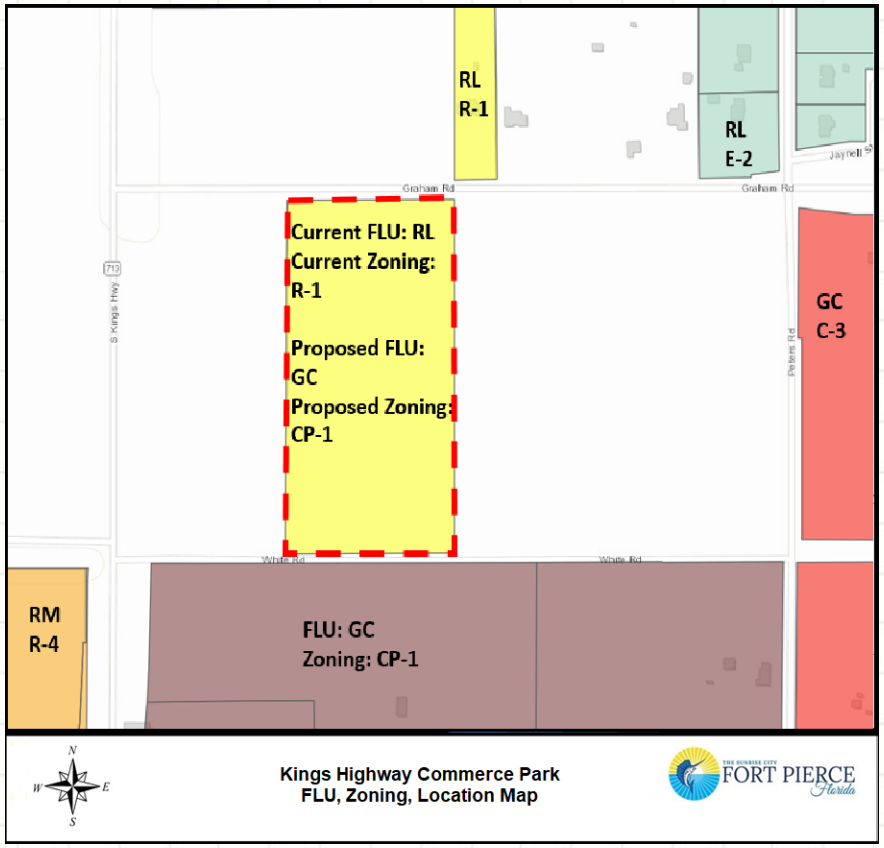


- Parcel ID: 2313-331-0000-000-4
- 19.29 +/- acres
- Current Zoning: R-1, Low Density Residential Zone
- Proposed Zoning: CP-1, Commercial Parkway Zone

FLU-Zoning Map



PB Recommendation

The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend **Approval** of the request.

Zoning Atlas Map Amendment

Zoning Atlas Map Amendment from R-1, Single Family Low-Density Zone (1 parcel) to CP-1, Commercial Parkway Zone.

- **Staff recommends <u>Approval</u> of the request**

  - ❑ **Consistent with Section 125-212 & 125-136 of City Code & the Comprehensive Plan.**
  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**

City Commission Actions (Zoning Atlas Map Amendment)

Possible actions of the City Commission:

- **APPROVAL** of the proposed Zoning Atlas Map Amendment with no changes
- **APPROVAL** of the proposed Zoning Atlas Map Amendment with changes.
- **DISAPPROVAL** of the proposed Zoning Atlas Map Amendment

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, P.E., City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Vennis Gilmore, Senior Planner
RE:	**Application for a Future Land Use Map Amendment (1 Parcel)** **Application for Zoning Atlas Map Amendment (1 Parcel)** **Parcel ID(s): 2313-331-0000-000-4**
BOARD DATE:	October 3, 2022

STAFF REPORT

Owner(s):	J A Enterprises, Inc 100 Davit Drive North Palm Beach, FL 33458
Applicant and Representative:	Jeff H. Iravani 1934 Commerce Lane Suite 5 Jupiter, FL 33458
Applicant's Request:	Approval of Future Land Use Map Amendments (FLUMA) of one parcel (1) parcels from RL, Low Density Residential to GC, General Commercial. Approval of a Zoning Atlas Map Amendment (Rezoning) of one (1) parcel from R-1, Low-Density Residential to CP-1, Commercial Parkway
Location:	South of Graham Road and approximately 600 feet east of South Kings Highway
Parcel ID:	2313-331-0000-000-4
Existing Use:	Vacant
Site Size:	19.29 Acres (more or less)
Current Future Land Use:	Low Density Residential (RL)
Proposed Future Land Use:	General Commercial (GC)
Current Zoning:	Single-Family Low-Density Zone (R-1)
Proposed Zoning:	Commercial Parkway Zone (CP-1)

Surrounding FLU/Zoning:

North	East	South	West
COM/CG (SLC) RU/AG-1 (SLC)	RU/AR-1 (SLC)	GC/CP-1	COM/AG-1 (SLC)

Staff Analysis:

Request & Background

In accordance with Sections 125-37, 125-133, and 125-136 of the City Code and Chapter 163.3184, F.S., the applicant is requesting the review and approval of a Future Land Use Map Amendment from RL, Low Density Residential to GC, General Commercial for one (1) parcel of land. The applicant is also requesting review and approval of a Zoning Atlas Map Amendment (Rezoning) from R-1, Single-Family Low-Density Zone to CP-1, Commercial Parkway Zone.

Standards for Review

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; and

(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan and is consistent with the concurrent request to amend the FLU designation of the parcel. Furthermore, the amendment does not appear to have an adverse effect on the ability of the City to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to neighborhood goods and services while ensuring minimal impacts to neighboring residential districts.

Future Land Use & Zoning Designation Comparison

The subject site currently has one (1) parcel with a FLU designation of RL, Low Density Residential. The General Commercial designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half

dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject site is seeking a Future Land Use designation of GC, General Commercial for the parcel to be consistent with three (3) parcels to the west that are being annexed to the City of Fort Pierce with the same Future Land Use and Zoning designations. All four (4) parcels will be combined later for a proposed development.

When comparing both designations the Low-Density Residential designation would be considered a less intense designation compared to the General Commercial designation. Also, when developing a project, all parcels associated with the project should the same Future Land Use and compatible Zoning, so that there are not any inconsistencies in the enforcement of the Land Development Code on the project. This request is an appropriate measure to ensure that the proposed development can be developed under the same set of standards of its chosen Zoning district and Future Land Use designation. Lastly, Residential is not as appropriate for a General Commercial Future Land Use designation as it is for a Low-Density Future Land Use, especially considering the size and scale of the proposed future development.

Technical Review Committee

All affected departments have reviewed the proposed Applications for a Future Land Use Map Amendment and Zoning Atlas Map Amendment for consistency with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Planning Board Recommendation

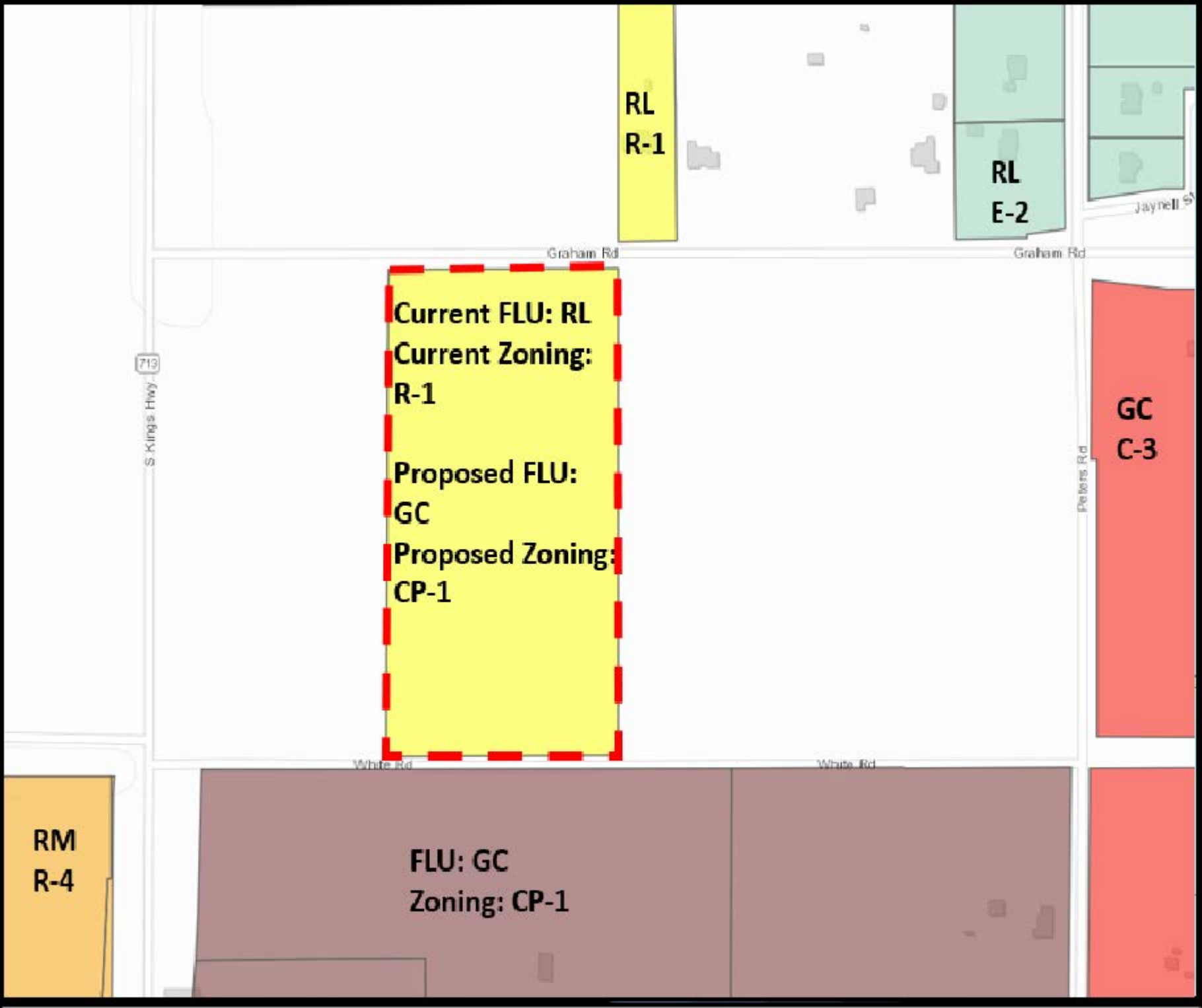
The Planning Board, at their August 8th, 2022 meeting, voted unanimously to recommend Approval of the request.

Staff Recommendation Future Land Use Map Amendment

The requested Applications for Future Land Use Map Amendments meets the criteria specified in Section 121-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends **APPROVAL** to the City Commission.

Staff Recommendation Zoning Atlas Map Amendment

The requested Application for a Zoning Atlas Map Amendment meets the criteria specified in 125-207 and 126-136 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience, and general welfare; Therefore, Staff recommends **APPROVAL** to the City Commission.



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Kings Highway Commerce Park
FLU, Zoning, Location Map

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 7.21.22
Property Address: Future Land Use and Rezoning - Kings Highway Commerce Park #2 - NE Corner of S. Kings Highway and White Road

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/18/22

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

July 21, 2022

TECHNICAL REVIEW PROJECT # 22- 06000003
FLUMA, Rezoning – Kings Highway Commerce Park #2

Comments

FPUA W/WW Engineering: The Rezoning request is approved.

Water and wastewater services are available to serve the subject property from Graham Road. To connect to these services please submit Utility Plan (3 complete sets) along with a completed plan review application to the Water and Wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida, 34947. Please use the link below to our website for a step-by-step guide through the entire process, including utility details and permit applications. For questions please contact John Biggs at 772-466-1600 ext. 3474

https://fpua.com/water-and-wastewater-engineering-downloads/

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application. Approved.

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

July 21, 2022

Case # 22-06000003

Planner: City of Ft. Pierce Planning Department

Future Land Use / Rezoning

Kings Highway Commerce Park II, NE Corner of Kings Hwy / White Rd, Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, P.E., City Manager
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Planning Board Recommendation

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Staff Recommendation Future Land Use Map Amendment

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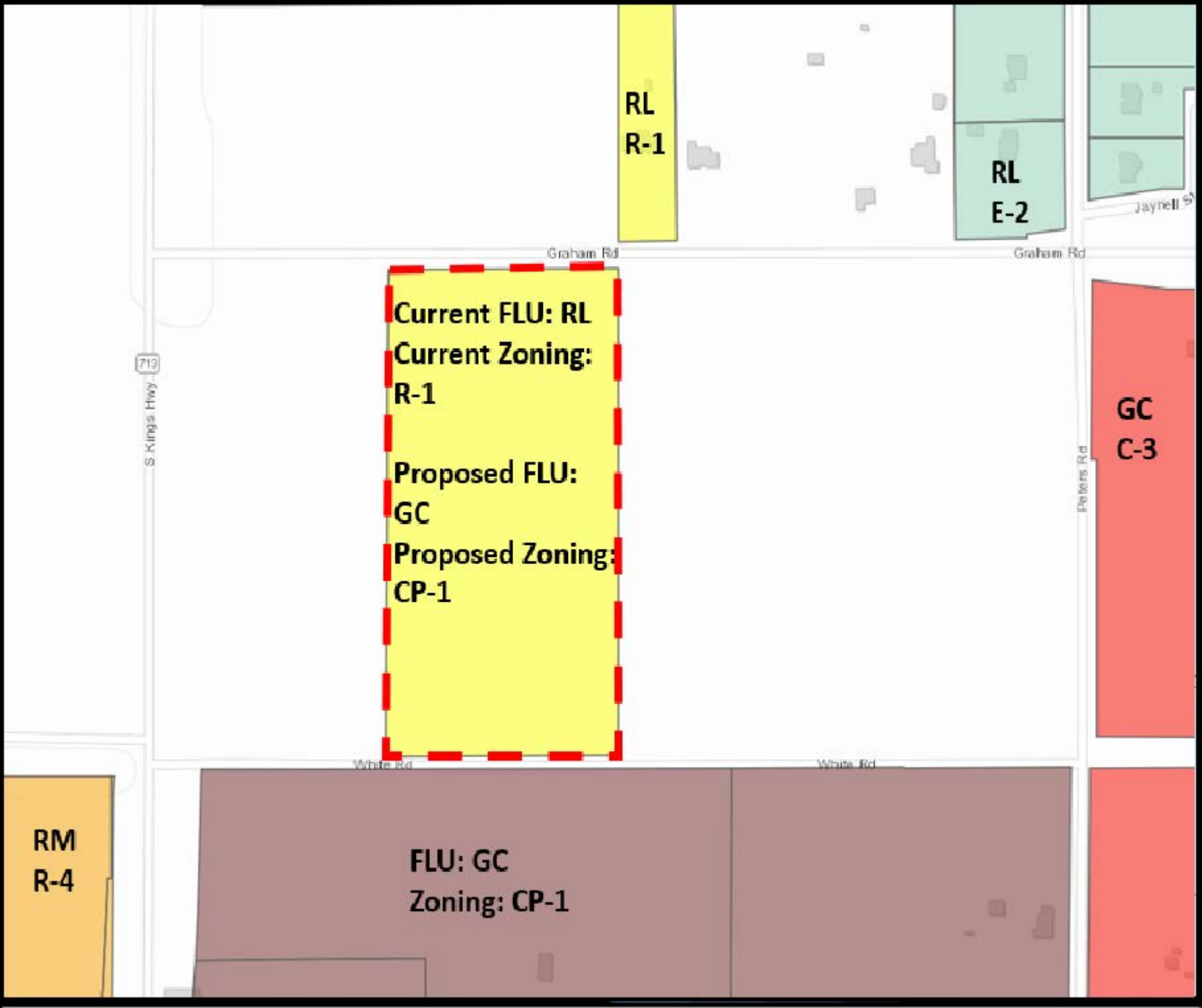

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Kings Highway Commerce Park
FLU, Zoning, Location Map

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 7.21.22
Property Address: Future Land Use and Rezoning - Kings Highway Commerce Park #2 - NE Corner of S. Kings Highway and White Road

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Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
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772.466.1600 x3402

Technical Review Committee Meeting

July 21, 2022

TECHNICAL REVIEW PROJECT # 22- 06000003
FLUMA, Rezoning – Kings Highway Commerce Park #2

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FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application. Approved.

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

July 21, 2022

Case # 22-06000003

Planner: City of Ft. Pierce Planning Department

Future Land Use / Rezoning

Kings Highway Commerce Park II, NE Corner of Kings Hwy / White Rd, Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Rezoning - Kings Highway Commerce Center (1 Parcel)

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 18th, 2022

NOTICE BY MAIL: September 19th, 2022

NOTICE BY SIGNS: August 3rd, 2022

VERIFIED BY: Vennis Gilmore **TITLE:** Senior Planner

SIGNATURE: **DATE:** September 21st, 2022

Miti L Vasquez
6880 Graham RD
Fort Pierce; FL 34945-3079

Steven and Laurel Messer
6820 Graham RD
Fort Pierce; FL 34945-3079

Susan Cobb
5920 5th St SW
Vero Beach; FL 32968-9659

Fab-Line Machinery LLC
1055 Natchez Valley LN
Franklin; TN 37064-4705

State Of Florida Dot
3400 W Commercial BLVD
Fort Lauderdale; FL 33309-3421

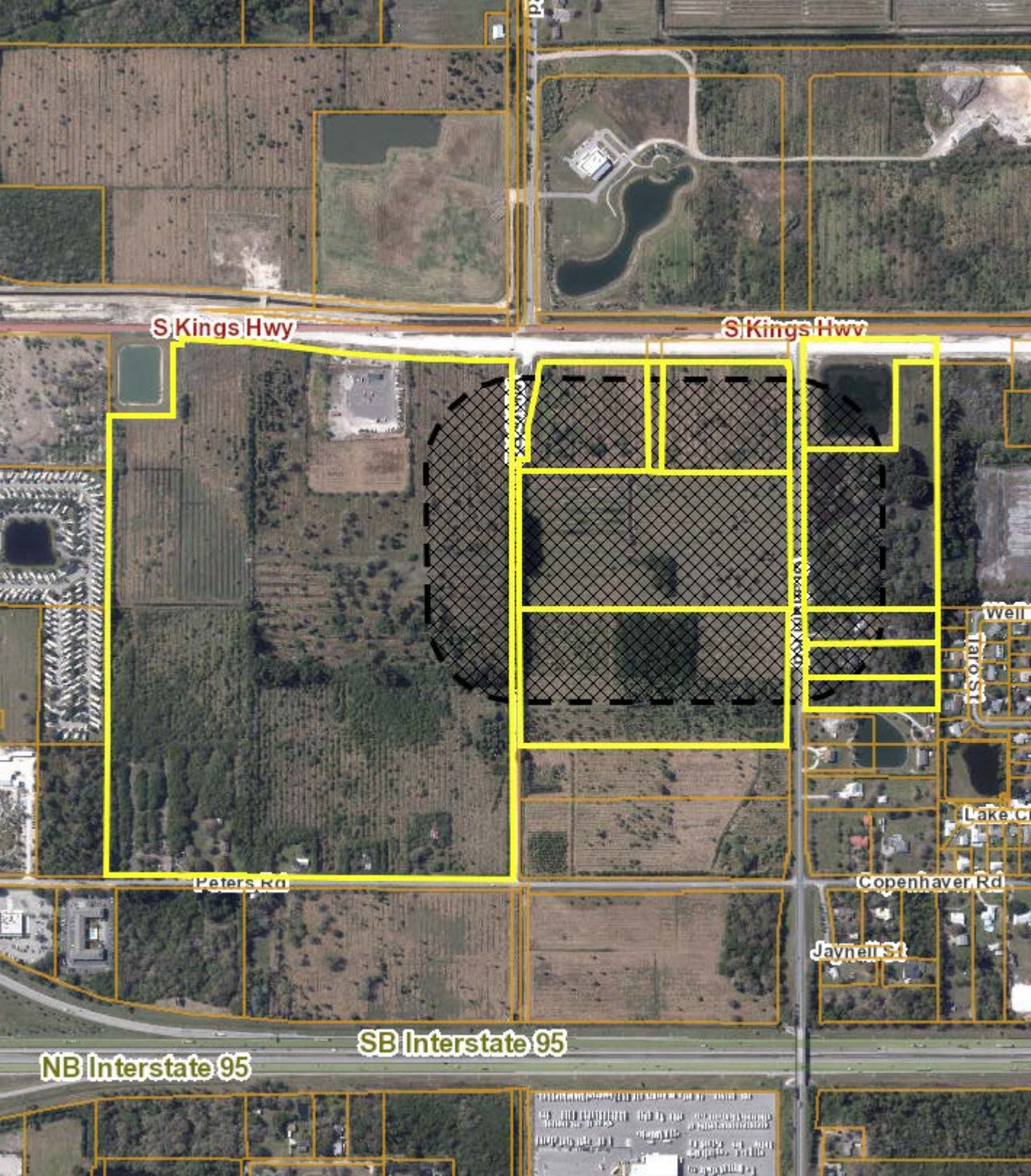
J A Enterprises Inc
100 Davit DR
North Palm Beach; FL 33408-5021

Matthew Lyle Wynne LLC
8000 S US Highway 1; Unit Ste 402
Port St Lucie; FL 34952-2338

Shad Properties Group LLC
6301 W Broward Blvd
Plantation; FL 33317

East Glade Holdings Inc
12950 NW 113th Ct
Miami; FL 33178-3104

SCANNELL PROPERTIES #533 LLC
8801 River Crossing BLVD; Unit Ste 300
Indianapolis; IN 46240-2394


S Kings Hwy
S Kings Hwy
Peters Rd
Copenhaver Rd
Jayneil St
SB Interstate 95
NB Interstate 95

City Commission Regular Meeting - 5:05 pm **12. g.**

Meeting Date: 10/03/2022

Re: Final Plat - Oak's at Moore's Creek (Phase II)

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Final Plat, submitted by Property Owner(s) Fort Pierce Redevelopment Agency and Applicant, OMCII LLC, to subdivide approximately 3 acres of land (more or less) for The Oaks at Moore's Creek (Phase II) located at or near 1206 Avenue B (Lot 1) and Lots 1-10 and 16-24, South of Moore's Creek and North of Avenue B in Fort Pierce, FL. The property is currently zoned Medium Density Residential (R-4) Parcel Control Number(s): 2409-518-0001-000-8, 2409-517-0033-000-8, 2409-517-0032-000-1, 2409-517-0031-000-4, 2409-517-0030-000-7, 2409-517-0029-000-7, 2409-517-0028-000-0, 2409-517-0027-000-3, 2409-517-0026-000-6, 2409-517-0025-000-9, 2409-517-0024-000-2, 2409-517-0038-000-3, 2409-517-0041-000-7, 2409-517-0043-000-1, 2409-517-0044-000-8, 2409-517-0045-000-5.

SUMMARY:

- In accordance with Chapter 121, the applicant is requesting the review and approval of a Final Plat to subdivide approximately 3 acres (16 parcels) into 17 platted lots that include a reconfigured right-of-way, 15 single-family residential lots and 2 water-management tracts. The applicant intends to develop a residential subdivision known as The Oaks at Moore's Creek (Phase II), that will have 17 platted lots consisting of fifteen (15) single-family homes.
- This project is the second phase of a City of Fort Pierce initiative to provide modern housing stock and workforce housing within the City's Community Redevelopment Area designated by the City of Fort Pierce Redevelopment Agency, also known as the Community Redevelopment Agency. On March 2, 2009, the City Commission of the City of Fort Pierce approved the Final Plat of The Oaks at Moore's Creek (Phase I) to subdivide approximately 2.29 acres with the condition that sidewalks be added to the plat. Phase I is located to the east and west of the proposed Phase II.

RECOMMENDATION:

The Final Plat meets the above standards of the City's land development code and Comprehensive Plan; therefore, Staff recommends APPROVAL with one (1) condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:
Vennis Gilmore, Senior Planner

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

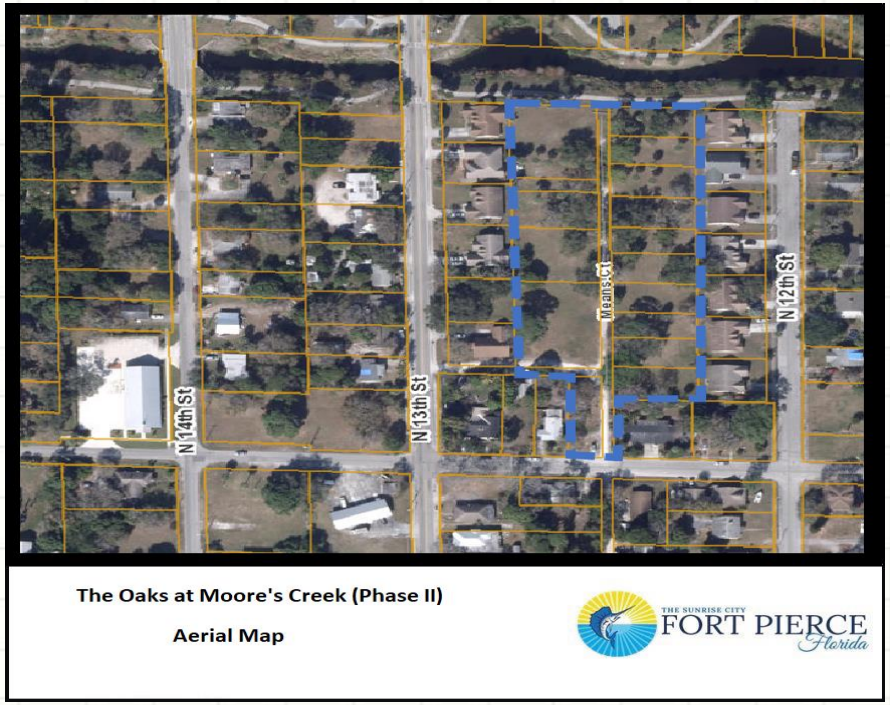
Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 05:13 PM

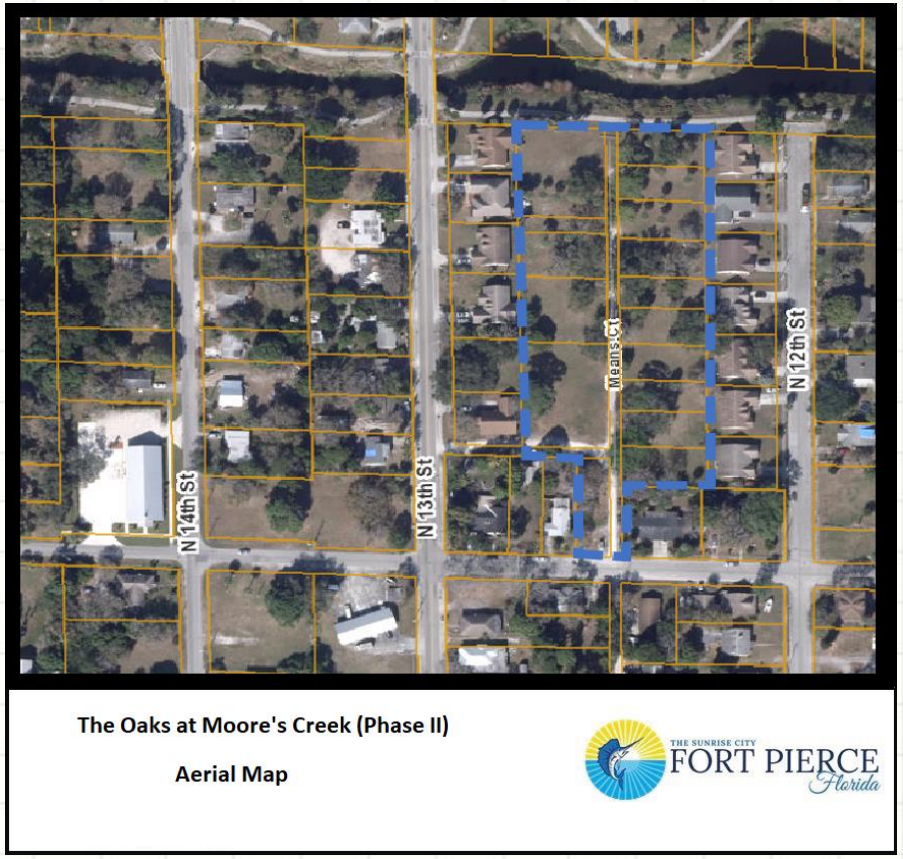
Form Started By: Vennis Gilmore
Started On: 09/21/2022 05:16 PM
Final Approval Date: 09/27/2022

Final Plat



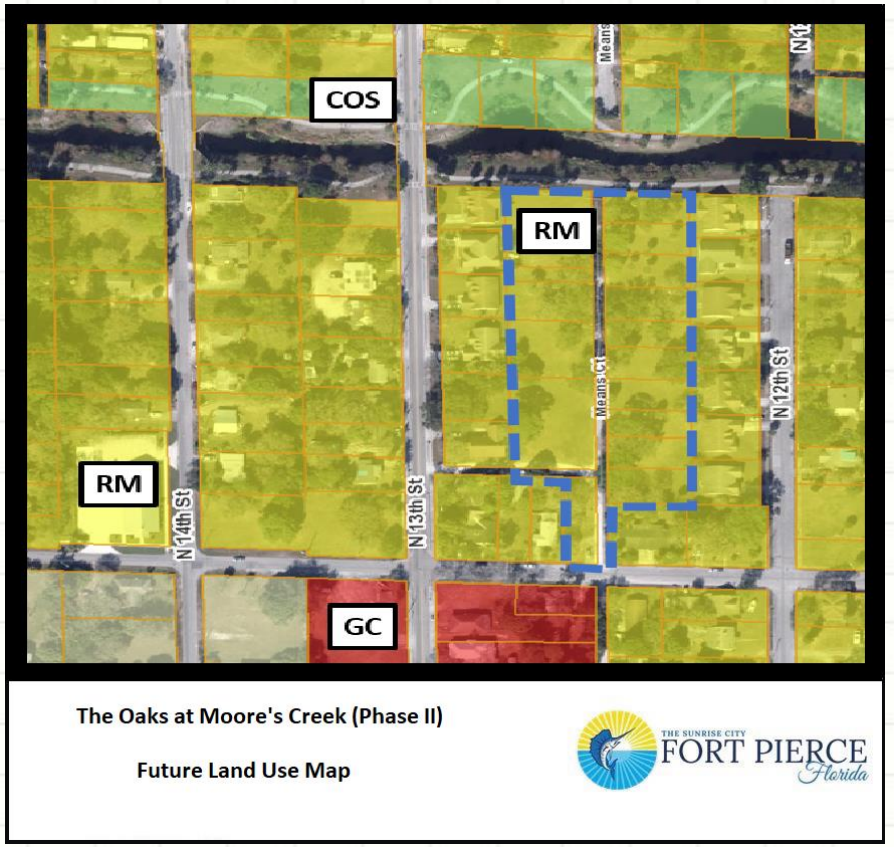
(1206 Avenue B (Lot 1) and Lots 1-10 and 16-24, South of Moore's Creek and North of Avenue B)

Aerial Map

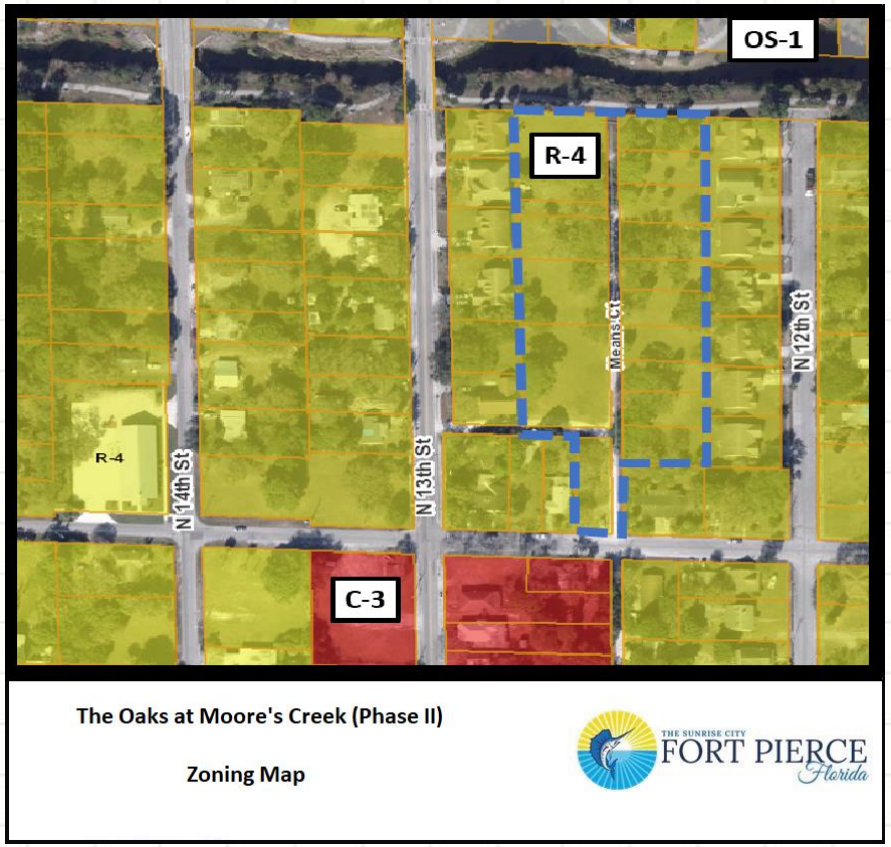


- 16 Parcels
- 3 +/- acres
- Approval of a Preliminary Plat to subdivide 16 parcels into 17 platted lots that include a reconfigured right-of-way, 15 single-family residential lots and 2 water-management tracts.

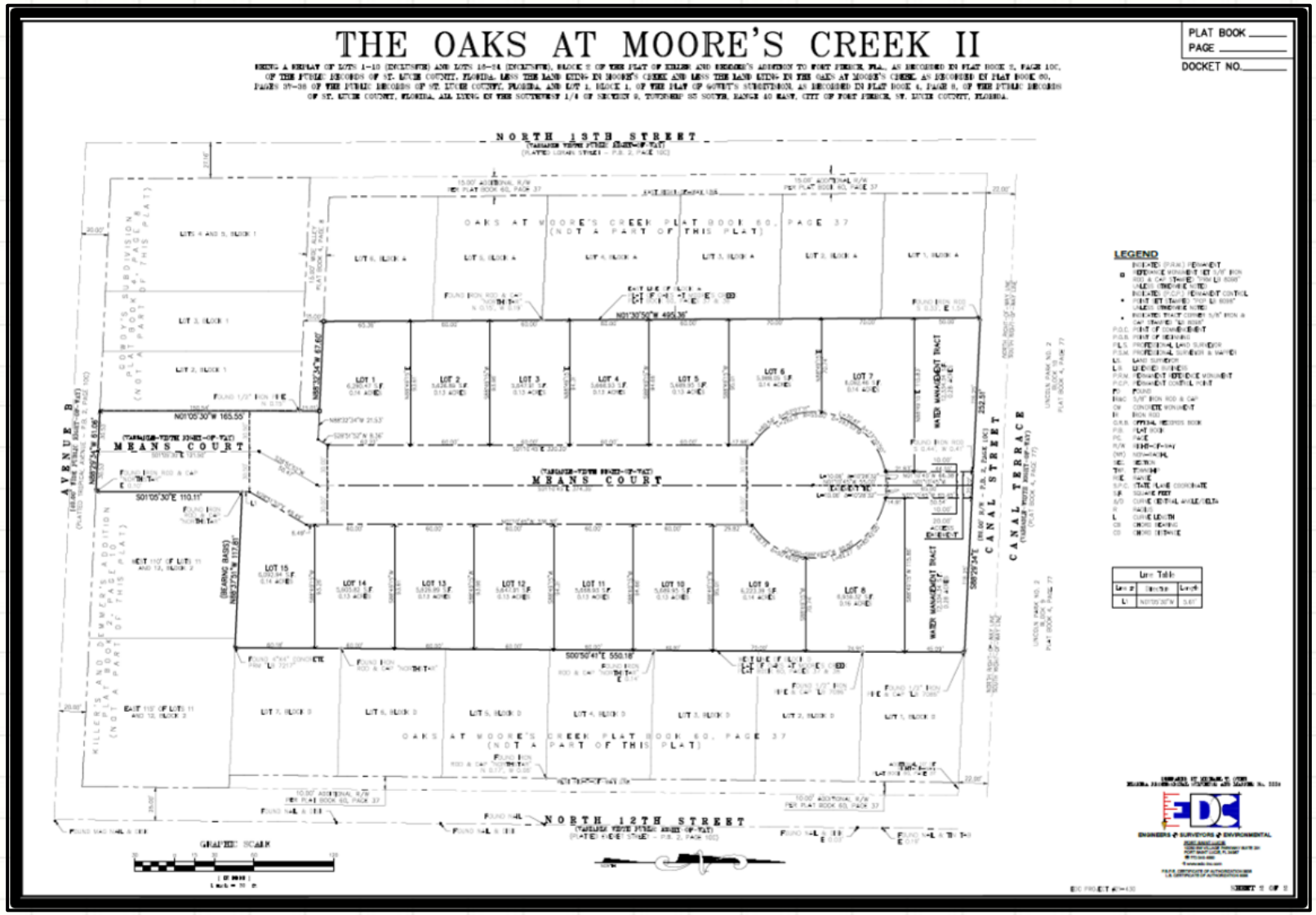
FLU Map


COS
RM
RM
GC
N 14th St
N 13th St
Means Ct
N 12th St
The Oaks at Moore's Creek (Phase II)
Future Land Use Map
THE SUNRISE CITY
FORT PIERCE
Florida

Zoning Map


OS-1
R-4
R-4
N 14th St
N 13th St
Means Ct
N 12th St
C-3
The Oaks at Moore's Creek (Phase II)
Zoning Map
THE SUNRISE CITY
FORT PIERCE
Florida

Plat


THE OAKS AT MOORE'S CREEK II
PLAT BOOK
PAGE
DOCKET NO.
NORTH 13TH STREET
NORTH 12TH STREET
AVENUE B
MEANS COURT
CANAL TERRACE
LEGEND
GRAPHIC SCALE

Final Plat

Final Plat for a Subdivision titled "The Oaks at Moore's Creek (Phase II)"

- **Staff recommends Approval of the request with one (1) condition.**
  - ❑ **Final Plat meets the criteria as specified in Chapter 121 of the Code of Ordinances.**
  - ❑ **Consistent with Land Development Code & Comprehensive Plan**

Staff Recommendation
Final Plat

Staff recommends APPROVAL of the Final Plat to City Commission, subject to one (1) Condition of Approval:

1. **The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.**

City Commission Actions (Final Plat)

Possible actions of the City Commission:

- **APPROVAL** of the proposed Final Plat subject to 1 Condition with no changes
- **APPROVAL** of the proposed Final Plat with changes
- **DISAPPROVAL** of the proposed Final Plat.

Final Plat

(1206 Avenue B (Lot 1) and Lots 1-10 and 16-24, South of Moore's Creek and North of Avenue B)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nick C. Mimms, P.E., ICMA-CM, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Vennis Gilmore, Senior Planner
RE:	**Application for Final Plat** **The Oaks at Moore's Creek (Phase II)** **1206 Avenue B, 306 Means Court, 307 Means Court, 308 Means Court, 310 Means Court, 312 Means Court, 313 Means Court, 314 Means Court, 316 Means Court, 317 Means Court, 318 Means Court, 319 Means Court, 320 Means Court, 322 Means Court, 324 Means Court, and 325 Means Court**
BOARD DATE:	October 3, 2022

STAFF REPORT

Owner(s):	Fort Pierce Redevelopment Agency 100 N US Highway 1 Fort Pierce, FL 34950
Applicant/Representative:	OMCII LLC 700 US Highway 1, Suite C North Palm Beach, FL 33408
Applicant's Request:	Approval of a Final Plat to subdivide 16 parcels into 17 platted lots that include a reconfigured right-of-way, 15 single-family residential lots and 2 water-management tracts.
Location:	1206 Avenue B, 306 Means Court, 307 Means Court, 308 Means Court, 310 Means Court, 312 Means Court, 313 Means Court, 314 Means Court, 316 Means Court, 317 Means Court, 318 Means Court, 319 Means Court, 320 Means Court, 322 Means Court, 324 Means Court, and 325 Means Court (1206 Avenue B (Lot 1) and Lots 1-10 and 16-24, South of Moore's Creek and North of Avenue B)
Parcel ID(s):	2409-518-0001-000-8, 2409-517-0033-000-8, 2409-517-0032-000-1, 2409-517-0031-000-4, 2409-517-0030-000-7, 2409-517-0029-000-7, 2409-517-0028-000-0, 2409-517-0027-000-3, 2409-517-0026-000-6, 2409-517-0025-000-9, 2409-517-0024-000-2, 2409-517-0038-000-3, 2409-517-0041-000-7, 2409-517-0043-000-1, 2409-517-0044-000-8, 2409-517-0045-000-5

Existing Use: Vacant

Site Size: 3 Acres (more or less)

Current Zoning: Medium Density Residential Zone (R-4)

Current Future Land Use: Medium Density Residential (RM)

Surrounding Zoning/FLU:

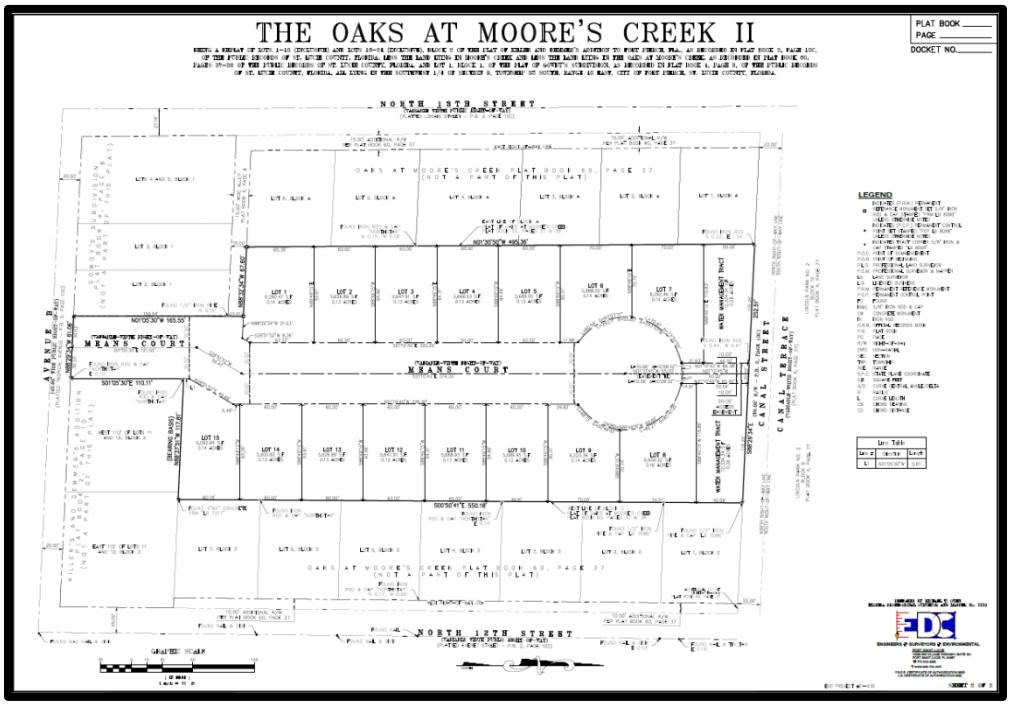
North	East	South	West
OS-1/COS	R-4/RM	R-4/RM C-3/GC	R-4/RM

Staff Analysis:

Request & Background

In accordance with Chapter 121, the applicant is requesting the review and approval of a Final Plat to subdivide approximately 3 acres (16 parcels) into 17 platted lots that include a reconfigured right-of-way, 15 single-family residential lots and 2 water-management tracts. The applicant intends to develop a residential subdivision known as The Oaks at Moore's Creek (Phase II), that will have 17 platted lots consisting of fifteen (15) single-family homes.

This project is the second phase of a City of Fort Pierce initiative to provide modern housing stock and workforce housing within the City's Community Redevelopment Area designated by the City of Fort Pierce Redevelopment Agency, also known as the Community Redevelopment Agency. On March 2, 2009, the City Commission of the City of Fort Pierce approved the Final Plat of The Oaks at Moore's Creek (Phase I) to subdivide approximately 2.29 acres with the condition that sidewalks be added to the plat. Phase I is located to the east and west of the proposed Phase II.



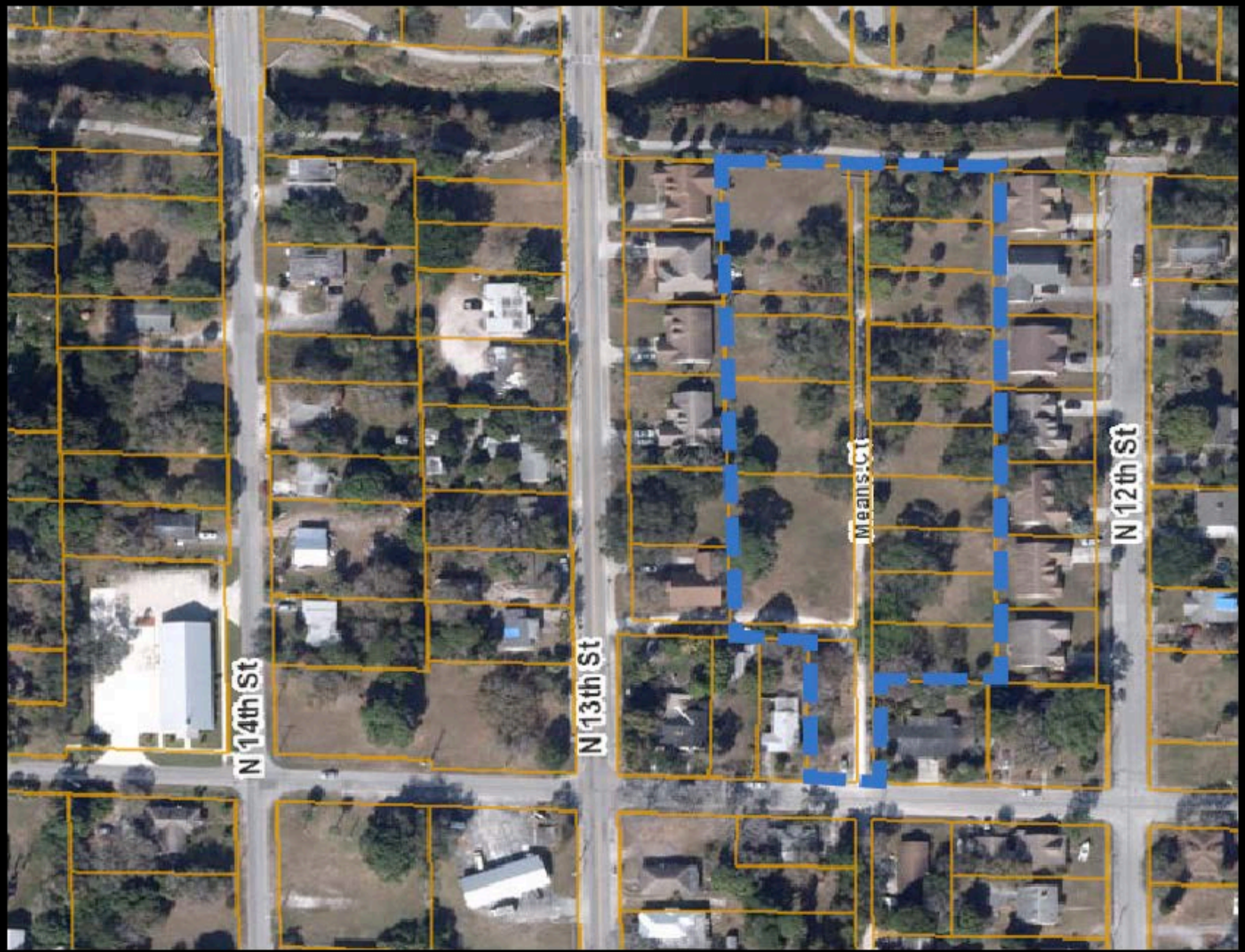
Technical Review Committee

All affected departments have reviewed the proposed Application for a Final Plat for consistency with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Staff Recommendation Preliminary Plat

The requested Application for Final Plat meets the criteria as specified in Chapter 121 of the City Code of Ordinances and is consistent with the City's Land Development Code and Comprehensive Plan, therefore Staff recommends **APPROVAL** to the City Commission with one (1) condition:

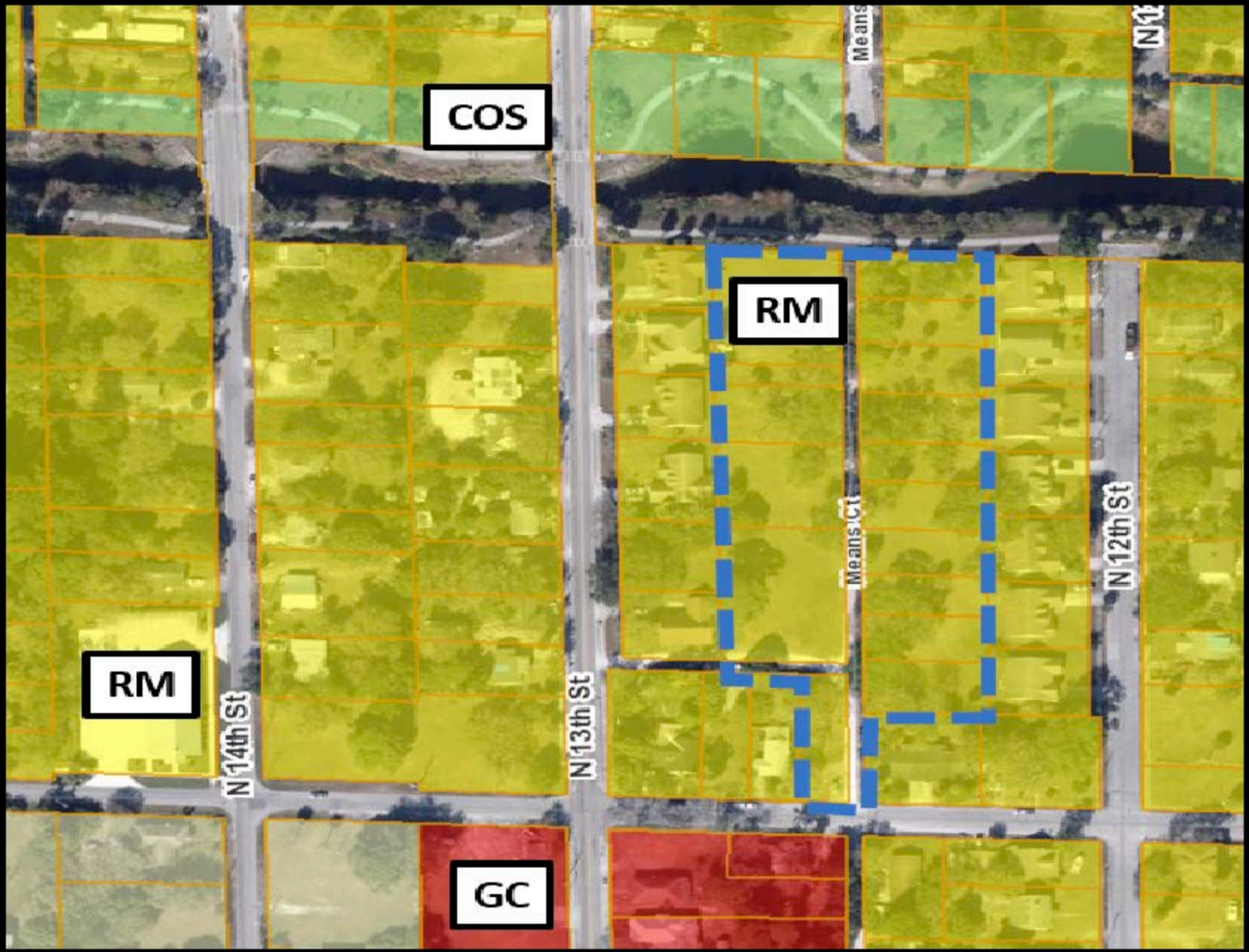
1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.



The Oaks at Moore's Creek (Phase II)

Aerial Map

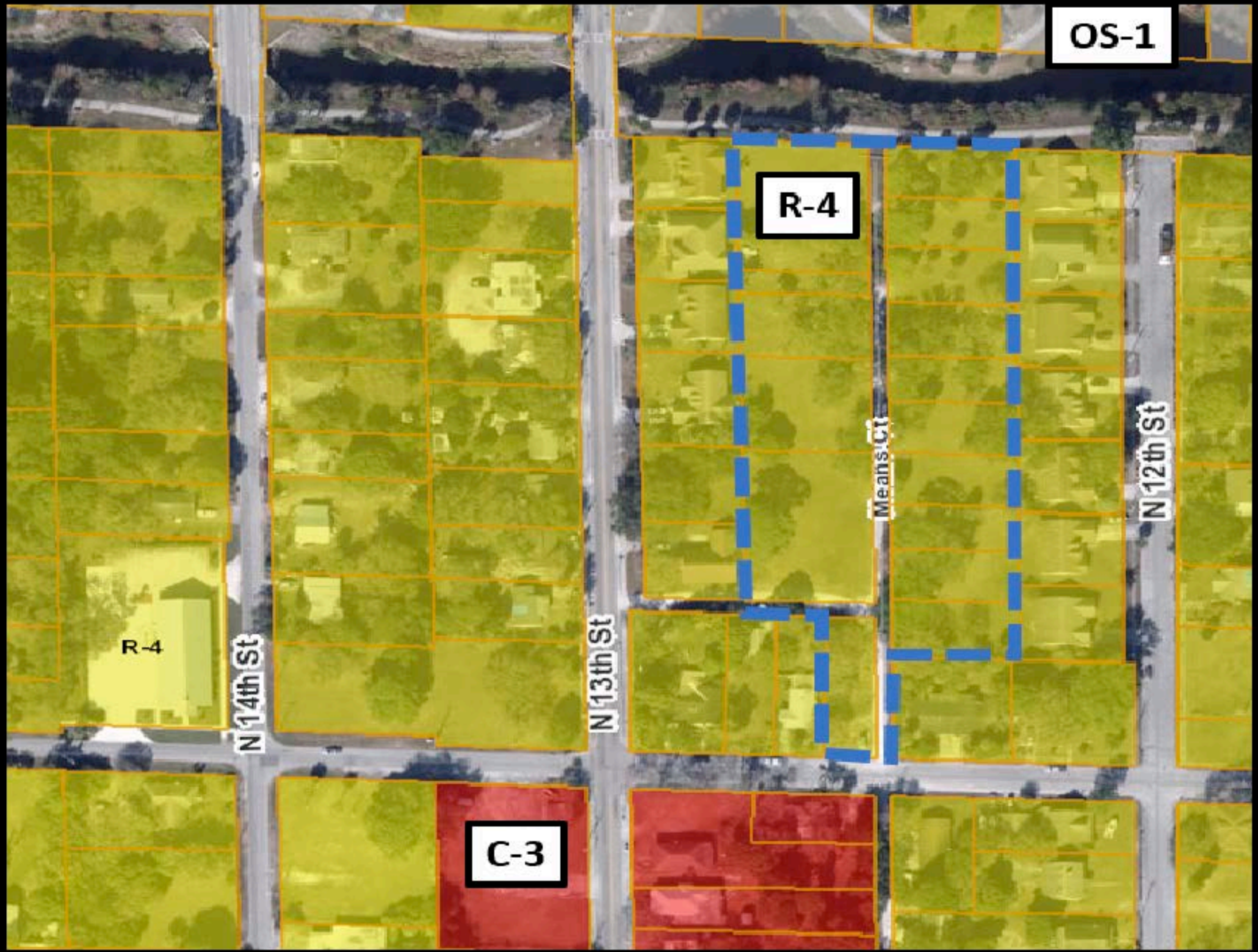
THE SUNRISE CITY
FORT PIERCE
Florida



The Oaks at Moore's Creek (Phase II)

Future Land Use Map

THE SUNRISE CITY
FORT PIERCE
Florida



The Oaks at Moore's Creek (Phase II)

Zoning Map

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Planning Department

FROM : John R. Andrews, P.E., City Engineer JRA

RE : Oaks at Moore's Creek Phase II Final Plat – Means Court
TRC No. 22-09000001

DATE : July 20, 2022

This is to advise you that we have completed the review of the following documents as received by this office on July 11, 2022:

- [X] Final Plat Submittal
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend w/ conditions
- [X] Do Not Recommend
- [X] Approval of Final Plat
- [ ] BP Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [X] See attached for engineering comments

ENGINEERING COMMENTS:

1. Address NorthStar Geomatics review comments dated July 1, 2022 and attached herewith.
2. *Plat Sheet 1 of 2:*
    a. Under the heading of Certificate of Ownership and Dedication, remove reference to St. Lucie County on the last line of line-item number two as SLC shall not have the right to drain into and through the Water Management Tract without City of Fort Pierce authorization.
3. *Plat Sheet 2 of 2:*
    a. Remove the duplicate "Water Management Tract" heading and associated information.
    b. Add a 10' wide drainage easement along the rear of Lots 8 through 15 to accommodate proposed yard drainage infrastructure.

JRA/TST/tst

x5

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

July 17, 2022

Ms. Tracy Telle
Assistant City Engineer
City of Fort Pierce
Via email

RE: Oaks at Moore's Creek - Plat Review # 1

Dear Ms. Telle:

As you requested, I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, mathematical calculations or acreages shown on this plat.

My first review comments are as follows:

1. PRM's must be field verified by reviewing surveyor prior to final approval. Platting surveyor or agent to notify reviewer when PRM's are ready for inspection and must accompany reviewer on inspection.
2. A written response to each item above is required prior to next review.
3. The southwest corner of Means Court where it intersects with Avenue B is missing a permanent reference monument symbol. 177.091(7)
4. The northwest corner of the water management tract is missing a permanent reference monument symbol. 177.091(7)
5. Legend is missing an iron rod symbol.177.091(29)

Reviewed By:

Frank Veldhuis
For NorthStar Geomatics, Inc.

PO Box 2371 • Stuart, Florida 34995 • Phone (772) 781-6400 • Fax (772) 781-6462

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 7.21.22
Property Address: Final Plat - Oak's at Moore's Creek - NW Corner of Means Court and Avenue B

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/18/22

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

July 21, 2022

Case # 22-09000003

Planner: City of Ft. Pierce Planning Department

Final Plat

Oaks at Moores Creek, NW Means Court and Avenue B, Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Oaks at Moore's Creek Phase II – Means Court

REVIEW DATE: 5/9/2022, 7/15/2022

PLANNER: PLANNING DEPARTMENT

REVIEWED BY: Lieutenant Andres Elizondo

Site Plan Approved: _____

Site Plan Approved with conditions: _____

Site Plan Approval pending written acknowledgement of conditions: ___X_____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please send the Fire District electronic plans for the site and buildings.**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
5. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5)

6. **The minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.**

7. **A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1.18.2.3.2.1.**

8. **Dead end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted.**

9. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

10. **Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.**

11. **Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).**

12. **Minimum Size of Water Mains**
    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

13. **Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.**

From:	SANDERS, MARVIN E.
To:	Vennis Gilmore
Cc:	Planning Department
Subject:	#22-09000003 Oaks at Moore"s Creek
Date:	Wednesday, July 20, 2022 7:41:51 AM
Attachments:	Outlook-30gkfbfr.png

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. .

The St. Lucie County School District has reviewed the above reference project and we do not have any comments or concerns.
Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986

office 772.429.7547
cell 772.216.5755

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location: Means Court - See Attached List of Addresses

Parcel ID #(s): See Attached List of Parcel Identification Numbers

Project description: Replat of existing lots and right of way to accommodate a fifteen (15) lot subdivision for the Oaks at Moore's Creek II.

Property Owner(s)
Fort Pierce Redevelopment Agency

Street Address
100 North U.S. 1

City State Zip
Fort Pierce, FL 34950

Phone Number
772-467-3000

Email Address
nmimms@cityoffortpierce.com

Applicant/Representative, Title, Company
OMCII LLC

Street Address
700 U.S. Highway One, Ste C

City State Zip
North Palm Beach, FL 33408

Phone Number
561-863-2722

Email Address
corey@etwdc.org

***Property Owner(s) Acknowledgements:** - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- St. Lucie COUNTY

The foregoing instrument was acknowledged before me this 16 day of June, 2022, by Nick Mimms who is personally known to me or has produced _____ as identification.

Sara A. Delgado
Signature of Notary (seal)

Sara A. Delgado
Notary Public
State of Florida
Comm# HH054871
Expires 10/19/2024

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ Signed and sealed survey
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Electric Infrastructure plans
- ☐ Water & Sewer system construction plans
- ☐ Gas Infrastructure plans
- ☐ Stormwater Retention plans
- ☐ Complete, notarized application

☑ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☒ A copy of the deed
- ☒ Signed and sealed survey
- ☒ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☒ Complete, notarized application

☐ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - proposed lots, including acreage, square footage, & dimensions.
  - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

Oaks at Moore's Creek Phase II – Map 1 and Map 2 Parcels

1. Parcel ID: **2409-517-0024-000-2**
   Address: **324 Means Court**
   Acres: **0.15**
   Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 1-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2628-2056)**

2. Parcel ID: **2409-517-0025-000-9**
   Address: **322 Means Court**
   Acres: **0.15**
   Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 2-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2895-2409)**

Oaks at Moore's Creek Phase II – Map 1 Parcels

3. Parcel ID: **2409-517-0026-000-6**
Address: **320 Means Court**
Acres: **0.15**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 3-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2895-2410)**

4. Parcel ID: **2409-517-0027-000-3**
Address: **318 Means Court**
Acres: **0.15**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 4-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 3059-2745)**

5. Parcel ID: **2409-517-0028-000-0**
Address: **316 Means Court**
Acres: **0.15**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 5-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2773-277)**

6. Parcel ID: **2409-517-0029-000-7**
Address: **314 Means Court**
Acres: **0.15**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 6-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2985-2145)**

7. Parcel ID: **2409-517-0030-000-7**
Address: **312 Means Court**
Acres: **0.15**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 7-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2765-2913)**

8. Parcel ID: **2409-517-0031-000-4**
Address: **310 Means Court**
Acres: **0.15**
Legal Description**: KILLER AND DEMMER`S S/D BLK 2 LOT 8-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2765-2908)**

9. Parcel ID: **2409-517-0032-000-1**
Address: **308 Means Court**
Acres: **0.15**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 9-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2765-2912)**

10. Parcel ID: **2409-517-0033-000-8**
Address: **306 Means Court**
Acres: **0.15**
Legal Description**: KILLER AND DEMMER`S S/D BLK 2 LOT 10-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2916-2373)**

Oaks at Moore's Creek Phase II – Map 1 Parcels

16.17.18. Parcel ID: **2409-517-0038-000-3**
Address: **307 Means Court**
Acres: **0.45**
Legal Description: **KILLER`S AND DEMMER`S S/D BLK 2 LOTS 16, 17 AND 18-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2537-2395)**

19.20. Parcel ID: **2409-517-0041-000-7**
Address: **313 Means Court**
Acres: **0.27**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 19-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- AND LOT 20-LESS N 10 FT AND LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 3018-2721)**

21. Parcel ID: **2409-517-0043-000-1**
Address: **317 Means Court**
Acres: **0.18**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 N 10 FT OF LOT 20-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- AND LOT 21-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2553-2805)**

Not Numbered Parcel ID: **2409-517-0044-000-8**
Address: **319 Means Court**
Acres: **0.07**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 LOT 22-LESS N 27.5 FT AND LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2718-294)**

22.23.24. Parcel ID: **2409-517-0045-000-5**
Address: **325 Means Court**
Acres: **0.37**
Legal Description: **KILLER AND DEMMER`S S/D BLK 2 N 27.5 FT OF LOT 22-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- AND LOTS 23 AND 24-LESS THAT PART ASSD IN OAKS AT MOORE`S CREEK (PB 60-37,38)- (OR 2585-57)**

Oaks at Moore's Creek Phase II – Map 2 Parcels

1. Parcel **ID: 2409-518-0001-000-8**
Address: **1206 Avenue B**
Acres: **0.15**
Legal Description: **GOWDY`S S/D LOT 1 (OR 3147-828)**
Inclusive of the right-of-way for Mean Court

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3145722 OR BOOK 2916 PAGE 2373, Recorded 12/17/2007 at 03:00 PM
Doc Tax: $140.00

This Document Prepared By and Return to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No.07-1115

Parcel ID Number: 2409-517-0033-000/8

Warranty Deed

This Indenture, Made this 19th day of November, 2007 A.D., **Between** David Taylor, a single adult, Individually and as Successor Trustee of the Lloyd Taylor Trust dated September 23, 1991 of the County of Seminole, State of Florida, **grantor,** and Fort Pierce Redevelopment Agency, a dependent special district of theCity of Fort Pierce, Florida whose address is: 100 North US 1, Fort Pierce, FL 34950 of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 10, Block 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, according to the plat thereof, as recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2007

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 966 Wildflower Way, Longwood, FL 32750.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

David Taylor, Individually and as Successor Trustee of the Lloyd Taylor Trust dated September 23, 1991

Susan Hummel
Printed Name: Susan Hummel
~~Witness~~

By: David Taylor (Seal)
David Taylor, Individually and as Successor Trustee
P.O. Address: **966 Wildflower Way, Longwood, FL 32750**

Patricia Romagosa
Printed Name: Patricia Romagosa
~~Witness~~

STATE OF Florida
COUNTY OF ~~St. Lucie~~ Seminole

The foregoing instrument was acknowledged before me this ~~19th~~ 29th day of November, 2007 by David Taylor, Individually and as Successor Trustee on behalf of said Florida trust

he is personally known to me or he has produced his Florida driver's license as identification.

Patricia Jakubisin
My Commission DD272818
Expires December 07 2007

Printed Name: Patricia Jakubisin
~~Notary~~ Public
My Commission Expires: Dec. 7, 2007

07-1115

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2835250 OR BOOK 2537 PAGE 2395, Recorded 04/18/2006 at 07:45 AM
Doc Tax: $1001.00

CH BX 76
Treasure Coast Abstract & Title
401 South Indian River Drive
Fort Pierce, FL 34950
Wendy Lounds/File No.06-1040

Parcel ID Number: 2409-517-0038-000/3

Warranty Deed

This Indenture, Made this 17th day of April , 2006 A.D., **Between**
Dominique Etienne, a married adult

of the County of St. Lucie , State of Florida , **grantor,** and
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida
whose address is: 100 N US#1, Fort Pierce, FL 34950

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lots 16, 17 and 18, Block 2, of PLAT OF BLOCK 2 KILLER & DEMMER'S ADDITION TO FORT PIERCE, FL, according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2005.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 452 SW Tarra Avenue, Fort Pierce, Fl 34953.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Witness WENDY LOUNDS

Printed Witness AMANDA STOPKOWITZ

Dominique Etienne (Seal)
P.O. Address: **452 SW Tarra Avenue, Port St. Lucie, FL 34953**

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 17th day of April , 2006 by Dominique Etienne, a married adult

she is personally known to me or she has produced her Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

Printed WENDY LOUNDS
Notary Public
My Commission Expires:

06-1040

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3014626 OR BOOK 2765 PAGE 2912, Recorded 02/22/2007 at 11:25 AM
Doc Tax: $595.00

This Document Prepared by and Retun to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No.07-1012

Parcel ID Number: 2409-517-0032-000/1

Warranty Deed

This Indenture, Made this 20th day of February , 2007 A.D., **Between** Soleil Properties, Inc., a corporation existing under the laws of the State of Florida
of the County of Broward , State of Florida , **grantor,** and Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida
whose address is: 100 N US#1, Fort Pierce, FL 34950

of the County of St. Lucie , State of Florida , **grantee.**
Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 9, Block 2, PLAT OF BLOCK 2 KILLER AND DEMMERS ADDITION TO FORT PIERCE, according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2006

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Soleil Properties, Inc.

Printed Name: WENDY LOUNDS
Witness

By: _____ (Seal)
Marcus VanWinkle, President
P.O. Address: 1021 Hillboro Mile, #1005
Hillsborough Beach, FL 33062

Printed Name: NANCYE J. DAILEY
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 20th day of February , 2007 by Marcus VanWinkle, President of Soleil Properties, Inc., a Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

Printed Name: WENDY LOUNDS
Notary Public
My Commission Expires:

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3014622 OR BOOK 2765 PAGE 2908, Recorded 02/22/2007 at 11:18 AM
Doc Tax: $595.00

This Document Prepared by and Retun to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No.07-1011

Parcel ID Number: 2409-517-0031-000/4

Warranty Deed

This Indenture, Made this 20th day of February , 2007 A.D., **Between** Soleil Properties, Inc. , a corporation existing under the laws of the State of Florida of the County of Broward , State of Florida , **grantor,** and Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida whose address is: 100 N US#1, Fort Pierce, FL 34950

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 8, Block 2 of PLAT OF BLOCK 2 KILLER AND DEMMERS ADDITION TO FORT PIERCE, according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2006

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Soleil Properties, Inc.

Printed Name: WENDY LOUNDS
Witness

By: _____ (Seal)
Marcus VanWinkle, President
P.O. Address: 1021 Hillsboro Mile, #1005
Hillsborough Beach, FL 33062

Printed Name: NANCYE J. DAILEY
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 20th day of February , 2007 by Marcus VanWinkle, President of Soleil Properties, Inc. , a Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

Printed Name: WENDY LOUNDS
Notary Public
My Commission Expires:

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3014627 OR BOOK 2765 PAGE 2913, Recorded 02/22/2007 at 11:25 AM
Doc Tax: $980.00

This Document Prepared by and Retun to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No.07-1010

Parcel ID Number: 2409-517-0030-000/7

Warranty Deed

This Indenture, Made this 20th day of February , 2007 A.D., **Between** Soleil Properties, Inc., a corporation existing under the laws of the State of Florida
of the County of Broward , State of Florida , **grantor,** and Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida
whose address is: 100 N US#1, Fort Pierce, FL 34950

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 7, Block 2, PLAT OF BLOCK 2 KILLER AND DEMMERS ADDITION TO FORT PIERCE, FLA., according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2006

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Soleil Properties, Inc.

Witness
Printed Name: WENDY LOUNDS

By: _____ (Seal)
Marcus VanWinkle, President
P.O. Address: 1021 Hillboro Mile, #1005
Hillsborough Beach, FL 33062

Witness
Printed Name: NANCYE J. DAILEY

(Corporate Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 20th day of February , 2007 by Marcus VanWinkle, President of Soleil Properties, Inc., a Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

Printed Name: WENDY LOUNDS
Notary Public
My Commission Expires:

07-1010

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3261135 OR BOOK 3018 PAGE 2721, Recorded 09/30/2008 at 11:54 AM
Doc Tax: $808.50

Prepared by and return to:
Brian E. Port
Attorney at Law
Fromberg, Perlow & Kornik, P.A.
18901 N.E. 29 Ave. Suite 100
Aventura, FL 33180
305-933-2000
File Number: **9228.003**
Will Call No.:
Price $115,500.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 24 day of **September, 2008** between **Edith S. Fernandez, a single woman** whose post office address is **451 NE 134 St., Miami, FL 33161**, grantor, and **Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce** whose post office address is 100 North US 1, Ft. Pierce, FL 34954 , grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

Lot 19 and Lot 20, less the North 10 feet of Lot 20, Block 2, Killer and Demmer's Subdivision, according to the Plat thereof as recorded in Plat Book 2, Page 10, of the Public Records of St. Lucie County, Florida

Parcel Identification Number: 2409 517 0041 000 7

Subject to taxes for 2008 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem real property taxes accruing subsequent to December 31, 2007.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 451 NE 134 St., North Miami, FL 33161.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2007**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3221218 OR BOOK 2985 PAGE 2145, Recorded 06/17/2008 at 03:35 PM
Doc Tax: $154.00

This Document Prepared By and Return to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No. 08-1062

Parcel ID Number: 2409-517-0029-000/7

Warranty Deed

This Indenture, Made this 16th day of June, 2008 A.D., **Between**
Kristina C. Grosse and Thomas Michael Grosse and Amy Elizabeth Scott f/n/a Amy Elizabeth Grosse
of the County of St. Lucie, State of Florida, **grantors,** and
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida
whose address is: 100 N US#1, Fort Pierce, FL 34950
of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:
Lot 6, Block 2, of PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, according to the plat thereof, recorded in Plat Book 2, page 10c, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2007

THE GRANTORS HEREIN covenant that the above described real property is not now, nor has it ever been their homestead, nor contiguous thereto.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in our presence:

Walter Damon
Printed Name: Walter Damon
Witness

Mary DeCastro
Printed Name: Mary DeCastro
Witness

Robert J Caridi
Printed Name: Robert J. Caridi
Witness

Patrick Bembury
Printed Name: Patrick Bembury
Witness

Kristina C Grosse (Seal)
Kristina C. Grosse
P.O. Address: 1586 SE Ballantrae Court, Port St. Lucie, FL 34952

(Seal)
Thomas Michael Grosse
P.O. Address:

Amy Elizabeth Scott (Seal)
Amy Elizabeth Scott f/n/a Amy Elizabeth Grosse
P.O. Address:

08-1062

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3020448 OR BOOK 2773 PAGE 277, Recorded 03/06/2007 at 09:30 AM
Doc Tax: $140.00

This Document Prepared by and Retun to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No.07-1006

Parcel ID Number: 2409-517-0028-000/0

Warranty Deed

This Indenture, Made this 5th day of March , 2007 A.D., **Between**
Laura Mae King, a single adult

of the County of St. Lucie , State of Florida , **grantor,** and
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida
whose address is: 100 N US#1, Fort Pierce, FL 34950

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 5, Block 2, of PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2006

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

W.
Printed Name: WENDY LOUNDS
Witness

Amanda Stopkowitz
Printed Name: AMANDA STOPKOWITZ
Witness

LAURA MAE KING (Seal)
Laura Mae King
P.O. Address: **511 N. 20th Street, Fort Pierce, FL 34950**

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 5th day of March , 2007 by Laura Mae King, a single adult

she is personally known to me or she has produced her Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

W.
Printed Name: WENDY LOUNDS
Notary Public
My Commission Expires:

07-1025

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2849687 OR BOOK 2553 PAGE 2805, Recorded 05/04/2006 at 03:39 PM
Doc Tax: $1540.00

This Document Prepared By and Return to: Box 76
Treasure Coast Abstract & Title
401 South Indian River Drive
Fort Pierce, Fl 34950
Wendy Lounds/File No. 06-1003

Parcel ID Number: 2409-517-0043-000/1

Warranty Deed

This Indenture, Made this 8th day of February, 2006 A.D., **Between** Soleil Properties, Inc., a corporation existing under the laws of the State of Florida of the County of Broward, State of Florida, **grantor,** and Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida whose address is: 100 N. US#1, Fort Pierce, FL 34950

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

The North 10 feet of Lot 20 and all of Lot 21, Block 2, KILLER AND DEMMER'S SUBDIVISION, according to the Plat thereof recorded in Plat Book 2, page 10, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2005.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Soleil Properties, Inc.

W. [signature]
Printed Witness WENDY LOUNDS

By: [signature] (Seal)
Marcus VanWinkle, President
P.O. Address: 1021 Hillsboro Mile #1005
Hillsborough Beach, FL 33062

[signature]
Printed Witness AMANDA STOPKOWITZ

(Corporate Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2006 by Marcus VanWinkle, President of Soleil Properties, Inc., a Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

W. [signature]
Printed Notary Public WENDY LOUNDS
My Commission Expires:

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3310273 OR BOOK 3059 PAGE 2745, Recorded 02/13/2009 at 09:14 AM
Doc Tax: $0.70

Prepared by and return to:
Robert V. Schwerer, City Attorney
City of Fort Pierce
100 North U. S. 1
Fort Pierce, FL 34950

Parcel ID No. 2409-517-0027-000/3

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed is made this 4TH day of February, 2009, between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation whose address is100 North U.S. 1, Fort Pierce, Florida 34950, "Grantor" and the **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, whose address is 100 North U.S. 1, Fort Pierce, Florida, "Grantee":

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit (the "Property"):

Lot 4, Block 2, KILLER AND DEMMER'S SUBDIVISION,
according to the Plat thereof recorded in Plat Book 2, Page 10,
of the Public Records of St. Lucie County, Florida

Subject to restrictions, reservations, and easements of record, it any, provided however that this reference shall not serve to reimpose the same.

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: (a) Grantor is lawfully seized of the Property in fee simple; (b) Grantor has good right and lawful authority to sell and convey the Property; and (c) Grantor hereby fully warrants the title to the Property and will defend the Property against the lawful claims of all persons claiming by, through or under Grantor.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Joyce E Kobbe

Witness Name: Christine Kell

FORT PIERCE REDEVELOPMENT AGENCY

By: _____
Robert J. Benton, III, Chairman

APPROVED AS TO FORM AND CORRECTNESS

By _____
Robert V. Schwerer, Agency Attorney

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this 4TH day of February, 2009, by Robert J. Benton, III, Chairman of the Fort Pierce Redevelopment Agency. who [X] is personally known to me or[_] produced a driver's license as identification.

Notary Public
State of Florida at Large

My commission expires:

CASSANDRA STEELE
MY COMMISSION # DD 840798
EXPIRES: January 17, 2013
Bonded Thru Notary Public Underwriters

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2975662 OR BOOK 2718 PAGE 294, Recorded 12/11/2006 at 09:21 AM
Doc Tax: $166.60

This Document Prepared by and Return to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No.06-1058

Parcel ID Number: 2409-517-0044-000/8

Warranty Deed

This Indenture, Made this 8th day of December, 2006 A.D., **Between** Edwin B. Arnold and Ligia M. Arnold, husband and wife

of the County of St. Lucie, State of Florida, **grantors,** and Fort Pierce Redevelopment Agency, a Special Dependent District of the City of Fort Pierce, Florida
whose address is: 100 N. US#1, Fort Pierce, FL 34950

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 22, less the North 27.5 feet, PLAT OF BLOCK 2 KILLER & DEMMER'S ADDITION TO FORT PIERCE, FLA., according to the Plat thereof recorded in Plat Book 2, page 10, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2006

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 7605 Butler Lane, Port St. Lucie, FL 34986.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: WENDY LOUNDS
Witness

Printed Name: AMANDA STOPKOWITZ
Witness

Edwin B. Arnold (Seal)
P.O. Address: **7605 Butler Lane, Port St. Lucie, FL 34986**

Ligia M. Arnold (Seal)
P.O. Address: **7605 Butler Lane, Port St. Lucie, FL 34986**

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of December, 2006 by Edwin B. Arnold and Ligia M. Arnold, husband and wife

who are personally known to me or who have produced their Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

Printed Name: WENDY LOUNDS
Notary Public
My Commission Expires:

6-1058

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3123790 OR BOOK 2895 PAGE 2410, Recorded 10/23/2007 at 10:34 AM
Doc Tax: $140.00

This Document Prepared By and Return to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No. 07-1097

Parcel ID Number: 2409-517-0026-000/6

Warranty Deed

This Indenture, Made this 17th day of October, 2007 A.D., **Between** Solages Jean Jarbathe, a single adult and Berthony Aury, a single adult

of the County of Miami-Dade, State of Florida, **grantors,** and Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida.
whose address is: 100 North US 1, Fort Pierce, FL 34950

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 3, Block 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FL., according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2006

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Serge Jarbathe
Printed Name:
Witness

Jean Clarke
Printed Name:
Witness

Solages Jean Jarbathe (Seal)
P.O. Address: 841 NW 116th Terrace, Miami, FL 33168

Berthony Aury (Seal)
P.O. Address: 370 NW 139th Street, Miami, FL 33168

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of October, 2007 by Solages Jean Jarbathe, a single adult and Berthony Aury, a single adult

who are personally known to me or who have produced their Florida driver's license as identification.

MARIE J. CLARKE
MY COMMISSION # DD 653890
EXPIRES: July 22, 2011
Bonded Thru Budget Notary Services

MARIE J. CLARKE
Printed Name:
Notary Public
My Commission Expires: 07-22-2011

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3123789 OR BOOK 2895 PAGE 2409, Recorded 10/23/2007 at 10:34 AM
Doc Tax: $560.00

This Document Prepared By and Return to: Box 76
Treasure Coast Abstract & Title Insurance Co.
500 Virginia Ave., Suite 200
Fort Pierce, FL 34982
Wendy Lounds/File No. 07-1096

Parcel ID Number: 2409-517-0025-000/9

Warranty Deed

This Indenture, Made this 17th day of October, 2007 A.D., **Between** Solages Jean Jarbathe, a single man and Berthony Aury, a single man

of the County of Miami-Dade, State of Florida, **grantors,** and Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida
whose address is: 100 North US 1, Fort Pierce, FL 34950

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of

----------TEN DOLLARS ($10)---------- DOLLARS,

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 2, Block 2, PLAT OF BLOCK 2 KILLER & DEMMER'S ADDITION TO FORT PIERCE, FLA., according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2006

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

JEAN CLARKE
Printed Name:
Witness

Serge Jarbathe
Printed Name:
Witness

X _____ (Seal)
Solages Jean Jarbathe
P.O. Address: 841 NW 116th Terrace, Miami, FL 33168

X _____ (Seal)
Berthony Aury
P.O. Address: 370 NW 139th Street, Miami, FL 33168

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of October, 2007 by Solages Jean Jarbathe, a single man and Berthony Aury, a single man

who are personally known to me or who have produced their Florida driver's license as identification.

NOTARY PUBLIC STATE OF FLORIDA
MARIE J. CLARKE
MY COMMISSION # DD 653890
EXPIRES: July 22, 2011
Bonded Thru Budget Notary Services

MARIE J. CLARKE
Printed Name:
Notary Public
My Commission Expires: 07-22-2011

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2908010 OR BOOK 2628 PAGE 2056, Recorded 08/04/2006 at 12:18 PM
Doc Tax: $219.80

This Document Prepared By and Return to: Box 76
Treasure Coast Abstract & Title
401 South Indian River Drive
Fort Pierce, FL 34950
Wendy Lounds/File No.06-1002

Parcel ID Number: 2409-517-0024-000/2

Warranty Deed

This Indenture, Made this 31st day of July , 2006 A.D., **Between** Sunrise City Community Housing Development Organization, Inc., a corporation existing under the laws of the State of Florida of the County of St. Lucie , State of Florida , **grantor,** and Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida. whose address is: 100 N. US#1, Fort Pierce, FL 34950

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lot 1, Block 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2005.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sunrise City Community Housing Development Organization, Inc.

Printed Name: WENDY LOUNDS
Witness

By: _____ (Seal)
Toby T. Philpart, President
P.O. Address: 1513 N. 23rd St., Fort Pierce, FL 34950

Printed Name: AMANDA STOPKOWITZ
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 31st day of July , 2006 by Toby T. Philpart, President of Sunrise City Community Housing Development Organization, Inc., a Florida Corporation, on behalf of the corporation

he is personally known to me or he has produced his Florida driver's license as identification.

WENDY LOUNDS
Notary Public - State of Florida
My Commission Expires May 2, 2009
Commission # DD 424914
Bonded By National Notary Assn.

Printed Name: WENDY LOUNDS
Notary Public
My Commission Expires:

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EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2876675 OR BOOK 2585 PAGE 57, Recorded 06/08/2006 at 01:10 PM
Doc Tax: $1001.00

This Document Prepared By and Return to: Box 76
Treasure Coast Abstract & Title
401 South Indian River Drive
Fort Pierce, FL 34950
Wendy Lounds/File No.06-1059

Parcel ID Number: 2409-517-0045-000/5

Warranty Deed

This Indenture, Made this 1st day of June, 2006 A.D., **Between**
Jesse Nelson, a single adult

of the County of Broward, State of Florida, **grantor,** and
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida
whose address is: 100 N US#1, Fort Pierce, FL 34950

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

The North 27.5 feet of Lot 22, and all of Lots 23 and 24, less the West 110 feet thereof, Plat of Block 2, Killer and Demmer's Addition to Fort Pierce, Fla., according to the Plat thereof recorded in Plat Book 2, page 10C, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, reservations and easements of record, if any, provided, however, that this reference shall not serve to reimpose the same; and Ad Valorem taxes accruing subsequent to December 31, 2005.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 1631 NE 46th Street, Pompano, FL 33064.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: WENDY LOUNDS
Witness

Printed Name: AMANDA STOPKOWITZ
Witness

Jesse Nelson (Seal)
P.O. Address: **1631 NE 46th Street, Pompano, FL 33064**

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of June, 2006 by Jesse Nelson, a single adult

he is personally known to me or he has produced his Florida driver's license as identification.

Printed Name: WENDY LOUNDS
Notary Public
My Commission Expires:

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3413849 OR BOOK 3147 PAGE 828, Recorded 11/20/2009 at 04:11 PM
Doc Tax: $39.90

Prepared by and return to:
Frank H Fee, IV
Vice President
Treasure Coast Abstract & Title Insurance Co.
426 Avenue A
Fort Pierce, FL 34950
772-461-7190
File Number: **09-1117**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 13th day of **November, 2009,** between **GTA Investment Group, LLC, a Florida limited liability company,** whose post office address is **950 Peninsula Corp CIrcle, #2000, Boca Raton, FL 33487**, grantor, and **Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida** whose post office address is **100 N. U.S. Highway 1, Fort Pierce, FL 34950**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

Lot 1, Block 1, GOWDY'S SUBDIVISION, according to the Plat thereof recorded in Plat Book 4, page 8, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2409-518-0001-000/8

SUBJECT TO restrictions, reservations, limitations, and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same, and taxes for the year 2010 and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2008**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

(Execution of Grantor appears on following second page)

Z:\EDC-2021\21-430 - Stuart & Shelby - The Oaks at Moores Creek (FI Pierce)\SURVEY\Dwg - PDR\Survey\21-430 Stuart & Shelby Development.dwg, 9/20/2021 3:25 PM
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BOUNDARY & TOPOGRAPHIC SURVEY

FOR: STUART & SHELBY DEVELOPMENT

SCHEDULE B-II ITEMS

TITLE COMMITMENT PREPARED BY
WFG NATIONAL TITLE INSURANCE COMPANY
COMMITMENT # 1934697FL-A
COMMITMENT DATE: JULY 20, 2021, AT 8:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
2. ANY RIGHTS, INTERESTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
3. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT, NOT SHOWN.
4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. THE TERM ENCROACHMENT INCLUDES ENCROACHMENTS OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND.
   AFFECTS SUBJECT PROPERTY, SHOWN ON SURVEY.
5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, MATERIALS OR EQUIPMENT IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY AND NOT SHOWN BY THE PUBLIC RECORDS AT DATE OF POLICY.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
7. ANY ADVERSE OWNERSHIP CLAIM BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS INSURED HEREUNDER, INCLUDING TIDELANDS, SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS OR DISPUTE AS TO THE BOUNDARIES PURPORTEDLY CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND.
   LAND NOT AFFECTED BY WATER BOUNDARIES.
8. ANY LIEN PROVIDED BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES BY ANY WATER, SEWER OR GAS SYSTEMS SUPPLYING THE INSURED LAND.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
9. EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS AS SET FORTH IN THE PLAT OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., AS RECORDED IN PLAT BOOK 2, PAGE 10C. (AS TO PARCELS 1 THROUGH 15)
   AFFECTS SUBJECT PROPERTY, SHOWN ON SURVEY.
10. EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS AS SET FORTH IN THE PLAT OF GOWDY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 8. (AS TO PARCEL 16)
    AFFECTS SUBJECT PROPERTY, SHOWN ON SURVEY.
11. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA AS SET FORTH IN DEED RECORDED IN DEED BOOK 124, PAGE 333, AS AFFECTED BY RELEASE OF ROAD RESERVATION RECORDED IN OFFICIAL RECORDS BOOK 2628, PAGE 2057. NOTE: THE RIGHTS OF ENTRY AND EXPLORATION HAVE BEEN RELEASED PURSUANT TO S270.11, F.S. (AS TO PARCEL 1
    DOES NOT AFFECT SUBJECT PROPERTY.

SURVEYORS NOTES AND REPORT:

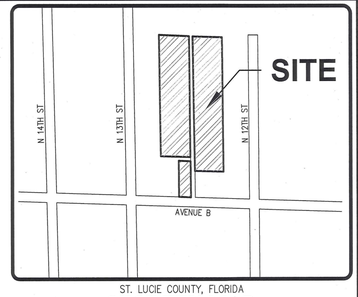
1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK AND/OR ACQUISITION WAS OCTOBER 5, 2020.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT AND/OR THEIR AGENTS. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHT-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. A FORMAL TITLE COMMITMENT WAS PROVIDED FROM WFG NATIONAL TITLE INSURANCE COMPANY.
4. PARCELS CONTAIN A TOTAL OF 2.957 ACRES, MORE OR LESS.
5. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN CHAPTER 5J-17.050-053, FLORIDA ADMINISTRATIVE CODE, IS "COMMERCIAL/HIGH RISK." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HERON ARE BASED UPON GRID BEARINGS AND REFERENCE TO THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON GPS REAL TIME KINEMATIC (RTK) OBSERVATION. SITE BENCHMARKS UTILIZED ARE SHOWN HEREON.
11. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
12. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
13. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
14. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
15. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0179K, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

SYMBOL & ABBREVIATION LEGEND:

FFE	FINISHED FLOOR ELEVATION
PRM	PERMANENT REFERENCE MONUMENT
X 0.0'	TOPOGRAPHIC DATA (SOFT SURFACE)
X 0.00'	TOPOGRAPHIC DATA (HARD SURFACE)
	SANITARY VALVE
-x-x-	WOOD FENCE
-o-o-	CHAIN LINK FENCE
	LIGHT POLE
	GUARD RAIL

FLIGHT NOTES & ACCURACY REPORT:

1. THIS SITE WAS FLOWN DURING SEPTEMBER 15, 2021, UTILIZING A DJI MATRICE 300 DRONE & ZENMUSE L1 LIDAR, WITH TRIMBLE BUSINESS CENTER FOR FLIGHT PLANNING AND POST PROCESSING.
2. THE FLIGHT WAS OBSERVED BY CERTIFIED REMOTE PILOT NO. 4297810.
3. GROUND ELEVATIONS WHERE SPOT CHECK WITH GPS RTK.
4. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1-3 TIMES THE GROUND SAMPLING DISTANCE. MAP MEASUREMENTS ARE WITHIN 1-3% OF GROUND-BASED MEASUREMENTS.
5. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
6. RELATIVE ACCURACY:
   - VERTICAL ACCURACY IS ± 0.25'



ST. LUCIE COUNTY, FLORIDA
VICINITY MAP
NO SCALE

LEGAL DESCRIPTION

PARCEL 1:
LOT 1, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:
LOT 2, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 3:
LOT 3, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FL., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 4:
LOT 4, BLOCK 2, KILLER AND DEMMER'S SUBDIVISION, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 5:
LOT 5, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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LOT 6, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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LOT 7, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 8:
LOT 8, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE , ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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LOT 10, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 11:
LOTS 16, 17, AND 18, BLOCK 2, OF PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FL. ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 12:
LOTS 19 AND LOT 20, LESS THE NORTH 10 FEET OF LOT 20, BLOCK 2, KILLER AND DEMMER'S SUBDIVISION, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 13:
THE NORTH 10 FEET OF LOT 20 AND ALL OF LOT 21, BLOCK 2, KILLER AND DEMMER'S SUBDIVISION, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 14:
LOT 22, LESS THE NORTH 27.5 FEET, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 15:
THE WEST 110 FEET OF THE NORTH 27.5 FEET OF LOT 22 AND THE WEST 110 FEET OF LOTS 23 AND 24, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
AND
THE NORTH 27.5 FEET OF LOT 22 AND ALL OF LOTS 23 AND 24, LESS THE WEST 110 FEET THEREOF, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 16:
LOT 1, BLOCK 1, GOWDY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 2.957 ACRES, MORE OR LESS.

CERTIFIED TO:

1. STUART & SHELBY DEVELOPMENT, INC.TABERNACLE OF PRAISE LLC
2. EAST TO WEST DEVELOPMENT CORPORATION
3. GMCII, LLC
4. WFG NATIONAL TITLE INSURANCE COMPANY
5. ST. LUCIE TITLE SERVICES, INC.
6. FORT PIERCE REDEVELOPMENT AGENCY
7. MICHAEL ROBERT FLAM P.A.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556 — STATE OF FLORIDA — Professional Surveyor and Mapper

9-20-2021
SIGNATURE DATE:

ENGINEERS ⊗ SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	ABB
CHECKED BY	MTO
FIELD CREW	IP
FILENAME	21-430 Stuart & Shelby Development.dwg
SCALE	AS SHOWN
DATE	September 14, 2021

REVISION COMMENTS	DATE

BOUNDARY & TOPOGRAPHIC SURVEY
FOR: STUART & SHELBY DEVELOPMENT

RECORD INFORMATION
SEC. 09, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

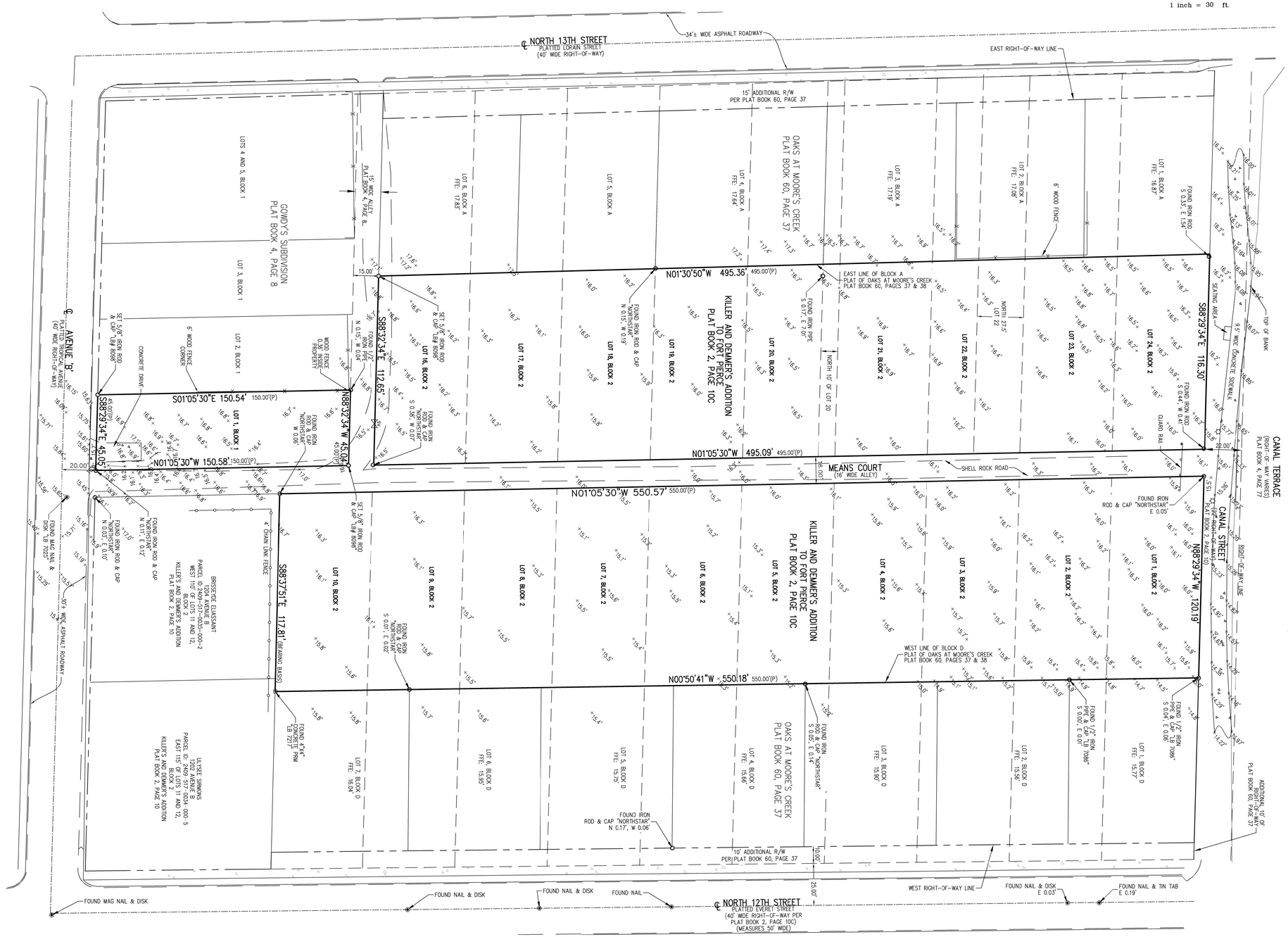
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

21-430

1 OF 2

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: STUART & SHELBY DEVELOPMENT



ENGINEERS ✪ SURVEYORS
ENVIRONMENTAL

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www.edc-inc.com

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CHECKED BY	MSD
FIELD WORK	at
FILENAME	21-430 Stuart & Shelby Development.dwg
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REVISION COMMENTS	DATE

BOUNDARY & TOPOGRAPHIC SURVEY
FOR: STUART & SHELBY DEVELOPMENT

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ST. LUCIE COUNTY, FLORIDA

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772-462-2455

21-430

2 OF 2

Z:\EDC-2021\21-430 - Stuart & Shelby - The Oaks at Moores Creek II Ft Pierce\SURVEY\Dwg - PDF\Survey\21-430 Stuart & Shelby Development.dwg, 9/20/2021 3:48 PM
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THE OAKS AT MOORE'S CREEK II

PLAT BOOK _____
PAGE _____
DOCKET NO._____

BEING A REPLAT OF LOTS 1-10 (INCLUSIVE) AND LOTS 16-24 (INCLUSIVE), BLOCK 2 OF THE PLAT OF KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., AS RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE LAND LYING IN MOORE'S CREEK AND LESS THE LAND LYING IN THE OAKS AT MOORE'S CREEK, AS RECORDED IN PLAT BOOK 60, PAGES 37-38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND LOT 1, BLOCK 1, OF THE PLAT OF GOWDY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLORIDA, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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PARCEL 3:

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PARCEL 12:

LOTS 19 AND LOT 20, LESS THE NORTH 10 FEET OF LOT 20, BLOCK 2, KILLER AND DEMMER'S SUBDIVISION, ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

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PARCEL 14:

LOT 22, LESS THE NORTH 27.5 FEET, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 15:

THE WEST 110 FEET OF THE NORTH 27.5 FEET OF LOT 22 AND THE WEST 110 FEET OF LOTS 23 AND 24, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

THE NORTH 27.5 FEET OF LOT 22 AND ALL OF LOTS 23 AND 24, LESS THE WEST 110 FEET THEREOF, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., ACCORDING THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE OAKS AT MOORE'S CREEK, RECORDED IN PLAT BOOK 60, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 16:

LOT 1, BLOCK 1, GOWDY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 2.958 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

FORT PIERCE REDEVELOPMENT AGENCY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY AFFIRM AS FOLLOWS:

1. THE RIGHT-OF-WAY, SHOWN HEREON AS MEANS COURT IS HEREBY DEDICATED TO THE CITY OF FORT PIERCE, ITS SUCCESSORS AND/OR ASSIGNS, FOR INGRESS, EGRESS, AND UTILITY PURPOSES (INCLUDING CABLE TV), AND IS THE MAINTENANCE RESPONSIBILITY OF SAID ENTITY, ITS SUCCESSORS AND/OR ASSIGNS.
2. THE WATER MANAGEMENT TRACT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF FORT PIERCE, ITS SUCCESSORS AND/OR ASSIGNS, FOR WATER MANAGEMENT AND MAINTENANCE PURPOSES, AND IS THE MAINTENANCE RESPONSIBILITY OF SAID ENTITY, ITS SUCCESSORS AND/OR ASSIGNS. ST. LUCIE COUNTY HAS THE RIGHT TO DRAIN INTO AND THROUGH THIS WATER MANAGEMENT TRACT.
3. THE 20.00-FOOT-WIDE ACCESS EASEMENT SHOWN HEREON WITHIN THE WATER MANAGEMENT TRACT IS HEREBY DEDICATED TO THE CITY OF FORT PIERCE, ITS SUCCESSORS AND/OR ASSIGNS, SOLELY FOR PEDESTRIAN INGRESS AND EGRESS TO AND FROM MOORE'S CREEK LINEAR PARK, AND IS THE MAINTENANCE RESPONSIBILITY OF SAID ENTITY, ITS SUCCESSORS AND/OR ASSIGNS.

IN WITNESS WHEREOF, FORT PIERCE REDEVELOPMENT AGENCY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ THIS _____ DAY OF _____, 2022.

FORT PIERCE REDEVELOPMENT AGENCY

BY: _____

PRINTED NAME: _____

POSITION: _____

WITNESS _____ PRINTED NAME

WITNESS _____ PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY _____ AS _____ FOR FORT PIERCE REDEVELOPMENT COMPANY.

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____
☐ PERSONALLY KNOWN OR ☐ PRODUCED IDENTIFICATION

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF _____

THE CITY OF FORT PIERCE HEREBY ACCEPTS THE DEDICATIONS AS STATED AND SHOWN HEREON.

DATED THIS _____ DAY OF _____, 2022.

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____

POSITION: _____ POSITION: _____

ACKNOWLEDGEMENT

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 _____, 2022, BY _____ AS _____ FOR THE CITY OF FORT PIERCE.

_____
NOTARY SIGNATURE
PRINT NAME: _____
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____
☐ PERSONALLY KNOWN OR ☐ PRODUCED IDENTIFICATION

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, TANYA EARLEY, A MEMBER OF THE FLORIDA BAR, RELYING SOLELY ON THAT CERTAIN TITLE COMMITMENT PREPARED BY WFG NATIONAL TITLE INSURANCE COMPANY, DATED _____, 2022, AND DESIGNATED AS COMMITMENT NUMBER 1934697FL-A (THE "PLAT SEARCH"), AND ASSUMING THE ACCURACY OF THE INFORMATION CONTAINED IN THE PLAT SEARCH, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF THE PROPERTY DESCRIBED HEREON AND THAT I FIND THAT THE TITLE TO THE PROPERTY IS VESTED IN: FORT PIERCE REDEVELOPMENT AGENCY, THAT ALL TAXES ON THE PROPERTY HAVE BEEN PAID AS REQUIRED BY FLORIDA STATUTES § 197.192, AND THAT THERE ARE NO ENCUMBRANCES ON THE PROPERTY THAT PREVENT IT FROM BEING PLATTED.

DATED: THE _____ DAY OF _____, 2022.

BY: _____

TANYA EARLEY, CITY ATTORNEY
CITY OF FORT PIERCE
FLORIDA BAR NO. 43756

SURVEYORS REVIEW CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

THIS _____ DAY OF _____, 2022.

BY _____
FRANK VELDHUIS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6582

PLANNING & ZONING APPROVAL

IT IS HEREBY CERTIFIED THAT THE PLAT MEETS THE REQUIREMENTS OF THE R-4, MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT, AS SET FORTH IN SECTION 125-194 OF THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2022.

BY _____

PRINT NAME: _____
DIRECTOR OF PLANNING
CITY OF FORT PIERCE, FLORIDA

CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2022.

BY: _____
TANYA EARLEY, CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, 2022.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

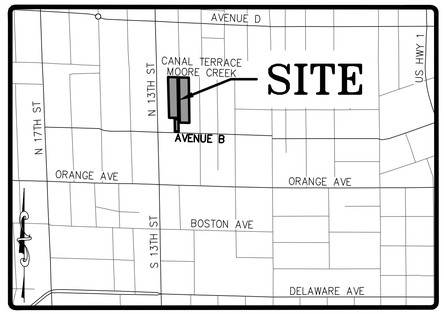
CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, 2022.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK



SITE MAP
NOT TO SCALE

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF_____, 2022.

_____ BY: _____
MICHELLE R. MILLER
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT SEAL

SURVEYOR'S CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF OAKS AT MOORE'S CREEK II IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF FORT PIERCE.

DATED THIS _____ DAY OF _____, 2022.

_____
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
EDC, INC.
LB#8098
10250 SW VILLAGE PARKWAY
PORT ST. LUCIE, FLORIDA 34987

SURVEYOR SEAL

NOTES:

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF LOT 2, BLOCK 2, PLAT OF BLOCK 2 KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., HAVING A BEARING OF S88°37'51"E.
3. PLAT CONTAINS 2.958 ACRES, MORE OR LESS.
4. ALL TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177, F.S.

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-340-4990
www.edc-inc.com

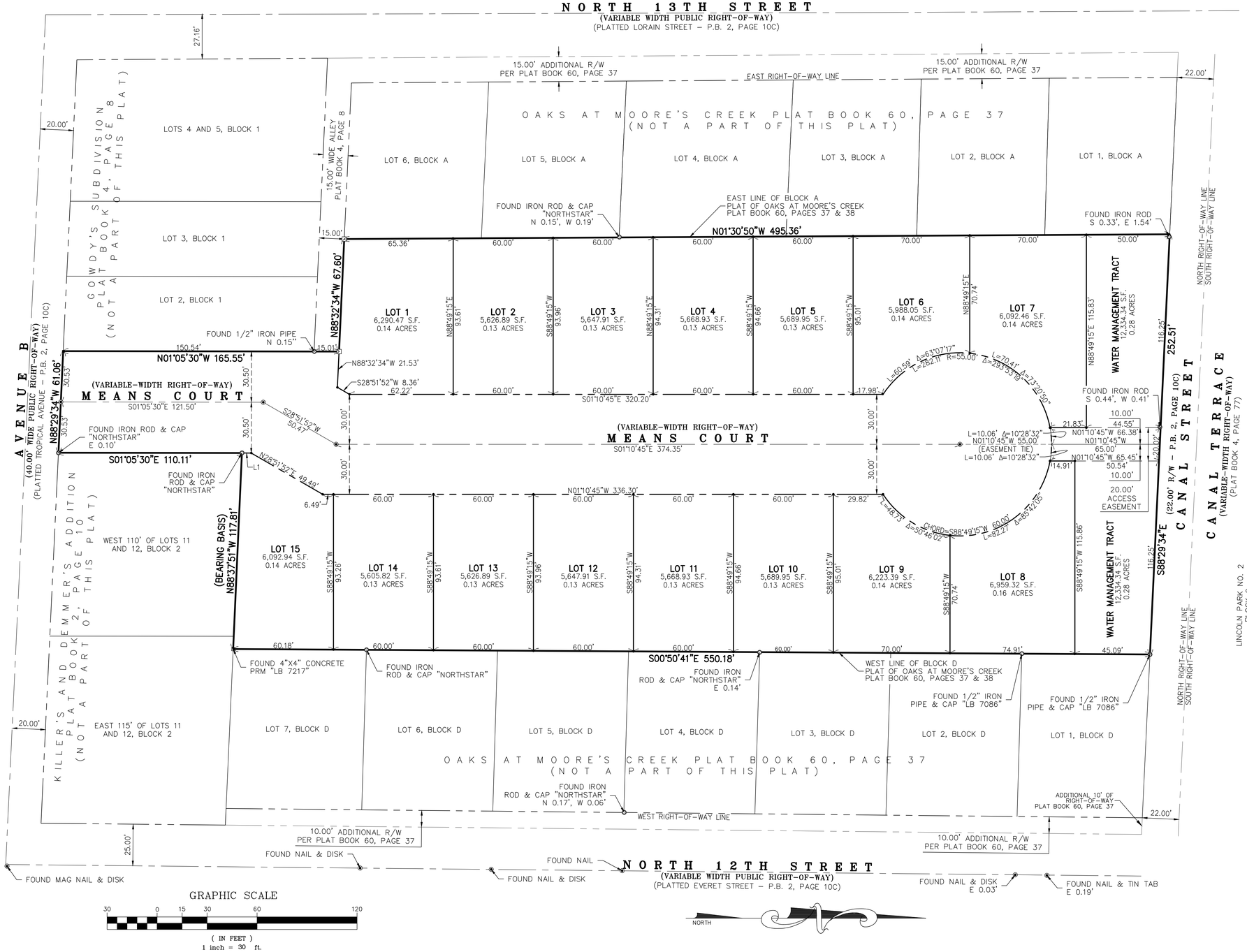
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

Z:\EDC-2021\21-430 - OMCII - The Oaks at Moores Creek II Ft Pierce\SURVEY\Dwg - PDP\Plat\21-430 Plat (05-23-22).dwg, 5/23/2022 10:24 AM

THE OAKS AT MOORE'S CREEK II

BEING A REPLAT OF LOTS 1-10 (INCLUSIVE) AND LOTS 16-24 (INCLUSIVE), BLOCK 2 OF THE PLAT OF KILLER AND DEMMER'S ADDITION TO FORT PIERCE, FLA., AS RECORDED IN PLAT BOOK 2, PAGE 10C, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE LAND LYING IN MOORE'S CREEK AND LESS THE LAND LYING IN THE OAKS AT MOORE'S CREEK, AS RECORDED IN PLAT BOOK 60, PAGES 37-38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND LOT 1, BLOCK 1, OF THE PLAT OF GOWDY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____
DOCKET NO._____



LEGEND

◻	INDICATES (P.R.M.) PERMANENT REFERANCE MONUMENT SET 5/8" IRON ROD & CAP STAMPED "PRM LB 8098" UNLESS OTHERWISE NOTED
⊛	INDICATES (P.C.P.) PERMANENT CONTROL POINT SET STAMPED "PCP LB 8098" UNLESS OTHERWISE NOTED
•	INDICATES TRACT CORNER 5/8" IRON & CAP STAMPED "LB 8098"
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
LS.	LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
FD	FOUND
IR&C	5/8" IRON ROD & CAP
CM	CONCRETE MONUMENT
IR	IRON ROD
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
(NR)	NON-RADIAL
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
S.P.C.	STATE PLANE COORDINATE
S.F.	SQUARE FEET
Δ/D	CURVE CENTRAL ANGLE/DELTA
R	RADIUS
L	CURVE LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE

Line Table		
Line #	Direction	Length
L1	N01°05'30"W	5.61'

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

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Z:\EDC-2021\21-430 - OMCII - The Oaks at Moores Creek II Ft Pierce\SURVEY\Dwg - PDF\Plat\21-430 Plat (05-23-22).dwg, 5/23/2022 10:24 AM

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Final Plat - Oak's at Moore's Creek (Phase II)

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 18th, 2022

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Senior Planner

SIGNATURE: **DATE:** September 21st, 2022

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 :
09/18/2022

Dana Kanitz

Subscribed and sworn to before on September 19, 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: $126.36
Ad No: 0005414694
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 121-9 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 3, 2022 at 5:05 p.m., hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, to consider review and approval of an application for Final Plat, submitted by Property Owner(s) Fort Pierce Redevelopment Agency and Applicant, OMCII LLC, to subdivide approximately 3 acres of land (more or less) for The Oaks at Moore's Creek (Phase II) located at or near 1206 Avenue B (Lot 1) and Lots 1-10 and 16-24, South of Moore's Creek and North of Avenue B in Fort Pierce, FL. The property is currently zoned Medium Density Residential (R-4) Parcel Control Number(s): 2409-518-0001-000-8, 2409-517-0033-000-8, 2409-517-0032-000-1, 2409-517-0031-000-4, 2409-517-0030-000-7, 2409-517-0029-000-7, 2409-517-0028-000-0, 2409-517-0027-000-3, 2409-517-0026-000-6, 2409-517-0025-000-9, 2409-517-0024-000-2, 2409-517-0038-000-3, 2409-517-0041-000-7, 2409-517-0043-000-1, 2409-517-0044-000-8, 2409-517-0045-000-5.

All interested parties may appear at the meeting and be heard with respect to the Application. Said application 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 Sep 18th 2022
TCN5414694

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 10/03/2022

Re: CITY OF FORT PIERCE RULES AND REGULATIONS UPDATE 2022

Submitted For: Kevin Browning, Human Resources Manager, Human Resources

SUBJECT:

Postponed from September 19, 2022 and being pulled at the request of staff - Resolution No. 22-R34 Adopting revisions to the City of Fort Pierce Personnel Rules and Regulations.

SUMMARY:

The following items have been updated:

Amended Sections:

Vacation Leave – Article 12
Sick Leave Conversion – Article 13.09
Smoking – Article 19

New Sections:

Medical Marijuana & CBD - Article 15
Emergency Pay Policy – Article 26

RECOMMENDATION:

Recommend approval to the updates.

ALTERNATIVES:

HR will proceed as directed.

RESPONSIBLE STAFF:

Kevin Browning
Barbara Moore

COORDINATED WITH:

Attorney Angelique Lyons - Constangy, Brooks, Smith & Prophete, LLP
Department Heads

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	2022
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

There is no fiscal impact with this update.

Attachments

CITY OF FORT PIERCE RULES AND REGULATIONS UPDATE REDLINED
CITY OF FORT PIERCE RULES AND REGULATIONS UPDATE
CITY OF FORT PIERCE RULES AND REGULATIONS SUMMARY
22-R34

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/09/2022 01:19 PM

Form Started By: Kevin Browning
Started On: 09/04/2022 10:19 PM
Final Approval Date: 09/20/2022

THE SUNRISE CITY
FORT PIERCE
Florida

PERSONNEL
RULES AND REGULATIONS

Revised: 08/25/2022
Adopted: 09/19/2022

New:
Vacation addition – Article 12
Sick Leave Conversion – 13.09
Medical Marijuana & CBD Article 15
Smoking – Article 19
Emer Pay Policy – Article 26

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

A Message from the City Manager

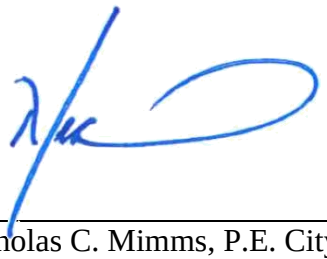
As an employee of the City of Fort Pierce, you have become a member of an amazing team that is committed to providing outstanding customer service to our residents, businesses and civic organizations. You bring special abilities and skills to the City that can contribute towards the improved quality of life for the citizens of the beautiful City of Fort Pierce.

The City of Fort Pierce is wholeheartedly dedicated to ensuring that all employees are consistently treated with respect and in a fair and impartial manner. The guides and regulations in this Personnel Rules and Regulations manual are applied in the same manner for all personnel, regardless of position.

It is of the utmost importance to the City that an environment is cultivated in which all employees are able to achieve their maximum potential. In addition, the City's goal is to attract and retain employees of the highest caliber, and to do so, the City strives to maintain our service delivery at a very high level.

You are encouraged you to read this manual in order to become familiar with important benefit programs and your responsibilities as a City employee.

I wish you continued success and many years of service with the City of Fort Pierce.



Nicholas C. Mimms, P.E. City Manager

Date: September 19, 2022

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PREFACE

These Rules and Regulations were adopted by the Ft. Pierce City Commission on September 19, 2022. This edition of the Rules and Regulations set forth herein supersedes all previously published handbooks, Rules and Regulations and Personnel Rules and Regulations.

Additional Rules and Regulations may be contained within the City's Administrative Rules and Regulations, individual departmental regulations and policy memoranda issued by the City Manager. However, where such Rules and Regulations conflict with those set forth herein, these Rules and Regulations shall govern.

By City Charter, the City Commission is vested with the authority to issue City policies. Departmental managers are vested with discretion to interpret and apply these Rules and Regulations within their respective departments but are not authorized to change Commission adopted Rules and Regulations either orally or by practice. Employees may seek further interpretive guidance from the City of Ft. Pierce Human Resources Department with respect to the application of these policies to specific employment issues or problems. The ultimate authority to interpret and apply the policies set forth herein is vested in the City Manager.

If any direct conflicts exist between the Rules and Regulations included herein and any current collective bargaining agreement to which the City is a party, the terms and conditions of the collective bargaining agreement shall take precedence for employees in classifications represented by the applicable bargaining unit, whether the rights and benefits are greater or less than those provided by these Rules and Regulations.

CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Florida Statutes establish a mandatory Code of Ethics for all public employees and officers at F.S. Chapter 112, Section III. City employees are required to comply with this Code of Ethics, and are strongly encouraged to seek guidance from the Legal Department and/or the Human Resources Department if there is any question whatsoever about the propriety of any contemplated action prior to such action being undertaken.

A copy of the statutory Code of Ethics may be obtained by contacting either the Legal Department or the Human Resources Department. The more pertinent provisions of the applicable Statute is summarized as follows:

1. No City public officer or employee shall solicit or accept anything of value to the recipient such as a gift (including Christmas gift), favor, loan, reward, promise of future employment, preferred service, benefit, or concession that would reasonably tend to improperly influence him in the discharge of his official duties or give the appearance of improperly influencing him.

2. No City public officer or employee shall use or attempt to use his/her position, or any property or resource under his/her care or in his/her trust, or perform his/her official duties to secure special privileges; benefits or exemptions for himself/herself or others, except as may be provided by policy and/or law.

3. No City public officer or employee shall accept employment or engage in any business or professional activity which he/she might reasonably expect would require or induce him/her to disclose confidential information acquired by him/her by reason of his/her official position.

4. No City public officer or employee shall disclose or use information not available to members of the general public and gained by reason of his/her official position for his/her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

5. If any public officer or employee of the City is an officer, director, partner, proprietor, associate, or agent of, or owns a material interest in any business entity which is granted a privilege to operate in this state, he/she shall file a sworn statement disclosing such facts no later than *45* days after becoming an officer or employee or after the acquisition of such position or material interest. The individual shall file a sworn statement with the employee Director of Human Resources and Clerk of the Circuit Court of the county in which he/she is principally employed.

6. No City public officer or employee shall transact or solicit to transact any business in his/her official capacity with any business entity of which he/she or his/her spouse or child is an officer, director, agent, or member, or in which he/she or his/her spouse or his/her child owns a financial interest, or otherwise

has any material interest therein. Nor shall a City public officer or employee, acting in a private capacity, transact or solicit to transact any business with the City, or with any of its subdivisions or agencies.

7. No City public officer or employee shall have personal investments in any enterprise which would reasonably create a conflict between his/her private interests and the public interest.

8. No City public officer or employee or his/her spouse or minor child shall, at any time, accept any compensation, payment or thing of value when such public officer or employee knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his/her official capacity.

9. No City public officer or employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the City, or any part of the City of which he/she is an officer or employee. Nor shall any City officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his/her private interests and the performance of his/her public duties, or that would impede the full and faithful discharge of his/her public duties.

10. No City public officer or employee shall have any interest, financial or otherwise, in any business transaction or professional activity, nor from any obligation of any venture which is in substantial conflict with the proper discharge of his/her duties in the public interest.

Certain City public officers and employees, including but not limited to Local Officers, Procurement Employees, Legislative Analysts, Legislative Assistants, Executive Assistants, are required by law to file either limited financial disclosure forms or full financial disclosure forms, and are subject to more stringent requirements, especially with regard to the acceptance of gifts and honoraria. As mentioned previously, when any City employee or officer has any doubt as to the personal application of the laws governing ethical behavior, he/she should discuss the matter with the Director of Human Resources. An employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from the State of Florida Commission on Ethics in Tallahassee, Florida. Copies of the request and resulting opinions should be provided to his/her department director and the Director of Human Resources prior to engaging in the activity.

SECTION 1
DEFINITION OF TERMS

ACTIVE PAY STATUS Authorized paid leaves, holidays, or time on duty.

ALLOCATION Assignment of a position to its appropriate class in relation to duties performed.

APPLICANT Individual who has completed and submitted an application for employment with the City.

APPOINTING AUTHORITY The City Manager or his or her Designee.

APPOINTMENT Offers and acceptance by a person of a position either on a regular or temporary basis.

BOARD The Civil Service Appeals Board.

CERTIFY The act of the Director of Human Services supplying a Department head with the names of applicants who are eligible for appointment to the class and position for which certification is requested.

CITY The City of Fort Pierce.

CITY SERVICE All persons employed by and under the jurisdiction of the City Commission as members of the Classified or Unclassified Services.

CLASS Group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class descriptions, and pay range.

CLASS DESCRIPTION Written description of a class consisting of a class title, a general statement of the major function of work, illustrative duties, and the qualifications for the class.

CLASS TITLE Title in the classification plan which describes the nature of work of the position.

CLASSIFICATION Grouping positions in classes with regard to duties and responsibilities, requirements as to education, knowledge, experience and ability, and ranges of pay.

CLASSIFICATION DATE Date an employee entered, transferred, or was promoted to the current position. This is the date from which length of service in classification is computed for determination of probationary periods, order of layoff, and eligibility for performance increases.

CLASSIFICATION PLAN Official system of grouping positions into classes. 2

COMMISSION The City Commission of the City of Fort Pierce.

COMPENSATION Standard rates of pay which have been established for the respective classes of work, as set forth in the pay plan.

CONFIDENTIAL Entrusted information treated with privacy.

CONTINUOUS SERVICE Employment which is uninterrupted except for authorized leaves of absence or suspension. Time lost due to leaves of absence or suspension shall not be included in the determination of length of continuous service. Authorized paid leave of absence are included as part of continuous service.

CONTRACTED EMPLOYEE An employee under an agreement, who may be terminated when the contract terminates and whose benefits will be in accordance with the agreement.

DEMOTION Assignment of an employee from one class to another which has a lower maximum rate of pay.

DEPARMENT HEAD The designated manager who directs the activities of and has the responsibility for a major department or facility.

ELIGIBLE A person listed on an active Eligible List.

ELIGIBILTY LIST An Employment List, Promotional List, Reemployment List, or Reinstatement List.

EMPLOYMENT LIST List of persons who have been found qualified by an entrance examination for appointment to a position in the class.

EXAMINATIONS Common, assembled techniques, with written tests, performance tests and interviews, which would include education, training and experience; evaluation of qualifications including written appraisals, oral inquiries and investigation; evaluations and samples of applicants' work, and medical reports.

EXEMPT STATUS Employees who are in an exempt status category are not eligible for over time pay under the requirements of the Fair Labor Standards Act.

FULL TIME Position that requires an employee to work the full amount of hours as approved by the Appointing Authority.

IMMEDIATE FAMILY See RELATIVE.

INCUMBENT The person occupying a position.

INSUBORDINATION Unwillingness on the part of an employee to submit to the authority vested in the Appointing Authority, Department Head, Supervisor, or other position of authority as outlined in these Personnel Rules and Regulations, Department manuals or operations.

LAYOFF Reduction of the number of employees due to the lack of work, funds, or other determinations.

LEAVE An appointed absence from work of a type as provided by these rules.

MAY The word "May" shall be interpreted as permissive.

ORAL EXAMINATION The face-to-face contact between the candidate and those members interviewing and/or examining a candidate as a portion of the overall examination process.

OVERTIME Time worked in excess of a non-exempt employee's regularly scheduled work shift.

PART TIME Position that requires the employee to work fewer hours than normally designated for others in the same classification, usually less than thirty (30) hours per week.

PAY Salary or hourly compensation paid to an employee.

PAY PLAN Official schedule of pay for each classification.

PAY RANGE A minimum and maximum salary which is assigned to a classification title, expressed as a pay range number.

PERFORMANCE EVALUATION A report relative to the job performance of an employee made by a supervisor.

PERFORMANCE EXAMINATION A practical test in which the candidate performs a sample of the actual work that is found on the job.

PERFORMANCE PAY Increase in pay established in the pay plan which may be granted to an employee based on job performance.

POSITION Group of duties and responsibilities assigned and budgeted requiring the full time or part time employment of one (1) person.

PROBATIONARY PERIOD Period of time provided to allow the City an opportunity to evaluate an employee's performance and to recommend to the Appointing Authority whether or not the employee is to be retained in that position.

PROMOTION Assignment of an employee from one class to another which has a higher maximum rate of pay.

PROMOTIONAL EXAMINATION An examination or group of examinations for a position in a certain class, admission to which is limited to employees in the Classified Service and who hold regular status in another class.

PROMOTION LIST A list of persons who have been found qualified by a promotional examination or other criteria if no examination has been administered, for appointment to a position in a particular class.

PROVISIONAL EMPLOYEE Any employee filing a position in the Classified Service without competition pending the establishment of an Eligible List.

REEMPLOYMENT LIST List of ex-employees who were previously separated from City employment for reasons not detrimental to their work history.

REGULAR APPOINTMENT An employee who has satisfactorily completed a probationary period.

RELATIVE As defined by Florida Statutes and administered thereof.

RESIGNATION An act by an employee to voluntarily withdraw from employment of the City.

RETIREMENT Whenever an employee meets the conditions set forth in the Retirement Plan regulations and elects to retire and receive benefits earned under the City's Retirement Plan.

SHALL The word "shall" will be interpreted as mandatory.

SUPERVISOR An individual employee responsible for various management and supervisory responsibilities as specified by the Appointing Authority or designee, or by job description.

SUSPENSION Relief from work with or without pay under the Personnel Rules and Regulations as recommended by the Supervisor and/or Department Head and approved by the Appointing Authority.

TEMPORARY EMPLOYEE An employee appointed for a special project or other work of a temporary or transitory nature; who will serve in an exempt status and meet requirements set by the City.

TRAINEE Employee undergoing a training period to learn the job duties or to attain education or certification.

TRANSFER Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

WORK DAY Scheduled number of hours an employee is required to work per day.

WORK PERIOD Number of hours regularly scheduled to be worked during a work cycle.

SECTION 2

GENERAL PROVISIONS

1.01 PURPOSE

The purpose of these Rules and Regulations is to provide a general guide for the personnel administration of the City of Fort Pierce.

1. These Rules and Regulations are not intended to be a legally enforceable contract (either expressed or implied).

2. These Rules and Regulations are not intended to create any legally enforceable obligation on the part of the City.

3. These Rules and Regulations supersede all previously adopted Rules and Regulations and personnel policies and procedures to the extent such prior policies conflict with those provisions.

4. These Rules and Regulations are a reference document and are not intended to contain all of the official Rules and Regulations of the City.

5. No employee other than the Appointing Authority has the authority to enter into an employment agreement.

1.02 MANAGEMENT RIGHTS

To ensure effective and efficient public service, City management's rights, duties and responsibilities include but are not limited to the following:

1. To determine the organization of the City's Departments and Units.

2. To determine the purpose of each of its Departments.

3. To exercise control and discretion over the organization and efficiency of operations.

4. To set standards for services to be offered to the public.

5. To manage and direct the employees of the City and to determine the number of personnel to be employed.

6. To hire, examine, classify, reclassify, promote, train, transfer, assign, schedule, and retain employees.

7. To suspend, demote, discharge, or take disciplinary action against employees.

8. To increase, reduce, change, modify, or alter the composition and size of the work force including the right to relieve employees from duties because of lack of work, lack of funds, or other reasons.

9. To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and subcontract existing and future work.

10. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, departments, or projects.

11. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.

SECTION 2

PHILOSOPHY

It is the intent of the City to ensure fair treatment of all of its employees in all aspects of their employment. Without limiting the foregoing, these policies shall be carried out without regard to an employee's race, color, creed, national origin, religion, marital status, disability, age, gender or sex and with proper regard for an employee's privacy and rights as a citizen.

2.01 THE CITY SERVICE

All offices and positions of the City are divided into the Classified Service and the Unclassified Service. Except as specifically modified by a Collective Bargaining Agreement or other contract, all city offices and positions shall be governed by these Rules and Regulations.

2.02 UNCLASSIFIED SERVICE

The Unclassified Service shall include the following positions:

A. City Commission.

B. All elected officials.

C. The City Manager, City Attorney, City Clerk, Human Resources Director, Finance Director, Chief of Police, Department Heads and specifically designated Assistant Department Heads.

D. All members of Boards and Commissions appointed by the City Commission.

E. Volunteer, part-time, temporary, and probationary personnel and employees appointed from temporary employment agencies.

F. Consultants and counsel rendering temporary professional service or persons employed under limited term contractual agreements to perform specialized or technical service for the City.

G. Others as may be appointed and designated in the future by the City Commission.

2.03 CLASSIFIED SERVICE

The Classified Service shall include all other positions in the City Service that are not specifically placed in the Unclassified Service.

2.04 ADMINISTRATION

The City expects each employee to read, understand and comply with the Rules and

Regulations set forth herein. If an employee is uncertain about the meaning of a policy or how a policy applies to a specific employment issue or problem, they should consult with their supervisor and/or Department Head. In addition, employees may seek further guidance from the City of Ft. Pierce Human Resources Department with respect to the application of these policies to specific employment issues or problems. Ultimately, the City Manager is vested with the final authority to interpret and apply the policies set forth herein.

2.05 AMENDMENTS

The City Commission may modify, amend, or change Rules and Regulations as it, in its sole judgment, deems necessary for the effective administration of personnel management.

2.06 DEPARTMENTAL POLICIES

Departmental policies, General Orders and Standard Operating Procedures, if any, serve as supplements to these Rules and Regulations. In the event of a conflict between these Rules and Regulations and any departmental policy or procedure, these Personnel Rules and Regulations shall govern.

2.07 COLLECTIVE BARGAINING AGREEMENTS

For all employees of the City who are represented by a Certified Employee Organization under a valid Collective Bargaining Agreement, such Agreement shall take precedent over these Rules and Regulations when a difference or conflict between the two documents occurs.

2.08 MOVEMENT OF UNCLASSIFIED POSITIONS AND EMPLOYEES INTO CLASSIFIED POSITIONS

When positions are brought into the Classified Service by ordinance or by act of the City Commission and amendment of the City Charter, the conversion of the incumbents will be governed as follows unless specific provisions of an act or ordinance provides otherwise:

A. Incumbents will be given Classified Service status if they have been serving in their positions for at least six (6) months on the effective date of the movement of their positions into the Classified Service and they must meet the competitive requirement for the position they occupy.

B. An employee who does not meet the length of service requirements, or who does not meet competitive requirements may be retained in an unclassified status. If the employee lacks the competitive requirements, the employee may be recommended for conversion at such time as he/she does meet them.

2.09 CLASSIFIED SERVICE EMPLOYEES IN UNCLASSIFIED POSITIONS

A. With the approval of the Appointing Authority, an employee in the Classified Service may be appointed to a position in the Unclassified Service. The position in the Classified Service shall be considered vacated and shall be filled by the regular competitive procedures which apply to filling such positions on a permanent basis.

B. If such employee is separated from the Unclassified Service position, the employee may be returned to the former position or one of equal or similar responsibilities in the Classified Service, upon recommendation of Appointing Authority.

SECTION 3

STANDARDS OF CONDUCT

3.01 GENERAL POLICY

The City of Fort Pierce has established a system of personnel management to assist in providing superior service to the community. An employee who violates any of these Personnel Rules and Regulations shall be subject to disciplinary action.

3.02 EQUAL EMPLOYMENT OPPORTUNITY/PROHIBITION AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

A. Definitions

1. Discrimination is conduct in which an employee of the City is treated less favorably than a similarly situated employee on the basis of religion, race, marital status, disability, color, gender, sex, age, pregnancy, or national origin (except where such factor is a bona fide occupational qualification or is required by law).

2. Harassment is speech or behavior directed toward an employee on the basis of religion, race, marital status, disability, color, gender, sex, age, pregnancy, or national origin and which is so objectively offensive, severe or pervasive as to alter the employee's working conditions or environment. Harassing conduct includes, but is not limited to epithets, slurs or negative stereo-typing; threatening, intimidating or hostile acts; denigrating jokes; or written or graphic material which is displayed or circulated in print or electronic media and that denigrates or shows hostility or aversion toward an individual or group on the basis of religion, race, marital status, disability, color, gender, sex, age, pregnancy, or national origin.

3. Sexual harassment is unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-based nature when (1) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) is sufficiently pervasive or severe to alter an employee's working conditions or environment. Sexual harassment encompasses a wide range of conduct but includes, among others:

a. promising, directly or indirectly, an employee an award, if the

employee complies with a sexually-oriented request;

b. threatening, directly or indirectly, to retaliate against an employee, if the employee refuses to comply with a sexually-oriented request;

c. denying, directly or indirectly, an employee an employment-related opportunity, if the employer refuses to comply with a sexually-oriented request;

d. engaging in sexually suggestive physical contact or touching another employee in a way that is unwelcome;

e. displaying, storing or transmitting pornographic or sexually-oriented materials;

f. engaging in indecent exposure;

g. making sexual or romantic advances toward an employee and persisting despite the employee's rejection of the advances; and

h. verbal conduct that includes derogatory comments or jokes directed toward an individual's gender or directly toward the individual as a result of his or her gender.

4. Retaliation as used in this section is a material, adverse action taken against an employee for making a good faith complaint of discrimination or harassment or participating in an investigation of a complaint of discrimination or harassment.

B. Policy

1. The City is an equal opportunity employer. The City prohibits discrimination in all aspects of employment including but not limited to recruitment, compensation, hiring practices, conditions of employment, employee development, leaves of absence, employment advancement, discipline and termination.

2. The City shall take affirmative action to expand opportunities for minority groups and women through employment and promotion on a completely nondiscriminatory basis.

3. The City prohibits harassment, including sexual harassment, in the workplace.

4. The City prohibits retaliation against employees who have raised good faith complaints or participated in protected activity.

5. The City shall investigate all reported incidents of discrimination, harassment and retaliation. Substantiated incidents of discrimination, harassment and retaliation will be treated as infractions of the City's Code of Conduct and may result in disciplinary action up to and including termination of employment.

C. Reporting

All City employees are responsible for helping to enforce this policy against discrimination, harassment and retaliation. Any employee who has been the victim of prohibited discrimination, harassment or retaliation, or who has witnessed such discrimination, harassment or retaliation is required to immediately notify the City of the harassment utilizing the procedures set forth in Section 24.03, Complaints of Discrimination, Harassment and Retaliation.

3.03 CONFLICT OF INTEREST

A. Employees who may be in a position to influence actions and decisions regarding the City's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers, contractors and other parties.

B. An outside personal economic relationship which affords present or future financial benefits to an employee, his/her family or relative, or individuals with whom he/she has business or financial ties may be a conflict of interest requiring evaluation by the City. Examples include:

1. The employee is engaged in private business or financial relationship which may secure advantage of goods, services or influence due to the position of the employee or relative with the City.

2. The employee designates sources for procurement or procures parts, materials, services, supplies or facilities by purchase or lease, or sells or leases to the City in his/her name, the name of a family member or relative, or individuals with whom the employee has financial ties.

3. The employee acts as director, officer, agent, sole proprietor, partner, stockholder (if owning in excess of ten (10%) percent of outstanding securities), employee, paid consultant or advisor to a supplier doing business with the City.

4. Employee or any person related by blood or marriage who has a business relationship within a business or enterprise; is an officer or agent, partner, shareholder having ten (10%) percent or greater ownership, paid consultant qualifier by licensure; or such similar relationship is in a position to approve, recommend, accept or reject any proposed procedure, product, service work, application, or submittal to the City.

C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the Appointing Authority, as well as with any agency or officer as directed by state

law. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the Appointing Authority. The City retains the right to determine whether a specific relationship could cause a potential conflict of interest as construed by this section.

D. Employee acceptance of loans, advances, gifts, gratuities, favors, or entertainment from a supplier, bidder, or other party doing business with the City is prohibited.

E. It is prohibited for any employee to use his/her position with the City to obtain or attempt to obtain any special preferences, privileges, or exemptions for the employee or for others.

F. No employee shall disclose confidential information gained by reason of his/her official position, or use such information for personal gain or benefit, or for gain or benefit of any relative as defined in Florida State statute, or for the gain of any other person or business.

3.04 POLITICAL ACTIVITY

Employees will be guided by provisions of F.S. Chapter 104 (as amended).

A. Employees may:

1. Register and vote as they choose.
2. Assist in voter registration drives.
3. Express their opinion about candidates and issues provided he or she is not engaged in the performance of his or her duties or acting in a representative capacity on behalf of the City and, provided further, that the employee does not express such opinions to other employees who are engaged in the performance of their duties.
4. Contribute money to a political organization or attend political fund raising functions.
5. Attend political rallies and meetings.
6. Join a political club or party.
7. Sign nominating petitions.
8. Campaign for or against referendum questions, constitutional amendments, etc.
9. Become a candidate for an elective political office. The employee may use annual leave or work after duty hours during a campaign for other than a City office.
    a. Any employee who wishes to accept or seek election to a City office shall resign from City employment upon formal declaration of candidacy.

b. Any employee wishing to qualify for any other elective office shall submit in writing notification to the Appointing Authority, who will determine whether a conflict of interest exists. If a conflict of interest exists, the Appointing Authority will terminate the individual's employment with the City.

B. Employees may not:

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal rights of any officer or employee.
4. Wear or display political badges, buttons, or stickers while on duty or acting in a representative capacity on behalf of the City.

3.05 EMPLOYMENT OF RELATIVES AND FRATERNIZATION

A. Employment of Relatives (Nepotism)

Nepotism within business organizations can result in many undesirable situations, but it can be even more pronounced within public agencies. For purposes of this section, relative is defined as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent or grandchild.

1. No relative of any employee of the City will be hired or retained on a regular or temporary basis within the same department, except as may be determined by the Appointing Authority to be in the best interest of the City.
2. Approval will not be granted for the employment, promotion, or transfer of a relative to a position where either one would be supervising or influencing in any significant manner the activities of the other.

B. Fraternization

1. Employees are discouraged from dating or engaging in romantic, sexual, or intimate relationships with other employees of the City and should

recognize that such relationships may create organizational conflicts. Such a relationship is prohibited when it unreasonably interferes with or materially and adversely affects either employee's work performance, objectivity, judgment, professionalism, business reputation or ability to conduct himself or herself in an appropriate business manner; or it unreasonably interferes with or materially and adversely affects the work environment of other employees; or it results in sexual harassment.

2. Management and supervisory staff are prohibited from dating or engaging in romantic, sexual, or intimate relationships with subordinates that work within the same department or any other position that falls either directly or indirectly within the supervisor's scope of authority.
3. When a promotion, transfer, placement, or assignment of any employee creates a violation of these rules, both employees must report this conflict to the Department Head within one business day of being notified of the promotion, transfer, placement or assignment. The City retains the right to restrict promotion, transfer, placement, or assignment into a position wherein such action would create a violation of these rules.
4. Violations of these rules are grounds for disciplinary action that may include termination of one or both offending employees.

3.06 OUTSIDE EMPLOYMENT

A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. City employment shall be considered the primary employment of City employees. No employee may engage in outside employment which would interfere with the interest of or create a conflict of interest with the City. All outside employment must be reported to the appropriate Department Head and City Manager.

B. Any employee accepting outside employment shall make arrangements with the outside employer to be relieved from outside duties if and when called for emergency service by the employee's direct supervisor or Department Head. Every employee shall agree to and shall respond immediately to any emergency call to duty whenever the Department Head or his or her designee determines that the employee's services are necessary.

C. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under either the City's Injury Leave policy or the Worker's Compensation benefits as a result of injury or disability resulting from the outside employment. Such employees may be entitled to reasonable accommodations.

D. Equipment, facilities, vehicles or property of the City shall not be used by employees for outside employment.

3.07 RELEASE OF INFORMATION

A. Information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Release of such information before final decisions or disposition of the matter often causes misunderstanding and confusion.

B. It is the intent of the City to insure that all information released is true and accurate. Unless release of information is a normal part of their duties, employees shall direct such inquiries for information to their Department Head, City Clerk or Appointing Authority.

3.08 SOLICITATION AND DISTRIBUTION

A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make contributions is prohibited.

B. Employees are prohibited from conducting or promoting private business for gain during working time, within any City facility or using City property.

C. Employees are prohibited from soliciting on behalf of or distributing literature which tends to promote any organization, including any labor union, labor organization, or employee organizations during working time or in any area where City work is performed, in accordance with Florida Statutes.

D. Employees are prohibited from displaying or affixing any literature, labels, messages, or bumper stickers on City property except as approved and directed by the Department Head or Appointing Authority.

3.09 USE OF CITY'S PROPERTY

A. Employees shall not use City property, equipment, or vehicles except in the performance of official duty, nor shall they permit use of property, equipment or vehicles by an unauthorized person, either on or off duty.

B. Offices, desks, file cabinets, lockers, planners, computers, vehicles, pagers, cell phones and all other facilities and equipment issued or assigned by the City are subject to search consistent with applicable law to collect and preserve evidence related to an administrative or criminal investigation or for supervisory inspection and oversight. Employees are hereby specifically informed that they have no expectation of privacy in regard to offices, desks, file cabinets, lockers, planners, computers, vehicles, pagers, cell phones, tablets, smart phones and all other facilities and equipment issued or assigned by the City.

C. Employees do not have an expectation of privacy in any city facility or issued

equipment even where the facility or equipment is secured by the employee's personally owned lock, password or other security device.

D. Employee Responsibility. Each employee who is provided City equipment, tools, supplies, or a vehicle shall exercise reasonable care in the safekeeping, use, and preservation of such City property and shall return the property in the same condition as the property was in when issued, except for normal wear and tear, upon separation from employment or upon request. Employees shall promptly report, in writing, to their supervisor the loss, damage, or unserviceable condition of City property assigned to the employee or under the employee's control. The immediate supervisor shall forward the report to the Department Director for appropriate action.

3.10 DRESS AND APPEARANCE

A. No attempt is made by the City to set specific dress standards. The important factor is the overall public impression created. Employees assigned duties dealing with the public should be properly groomed and dressed in a business-like manner.

B. Determination of appropriate dress and appearance is within the Department Head's discretion.

C. When uniforms are furnished by the City, the employees shall wear them as prescribed and maintain them in a clean and suitable manner. If an employee terminates, the employee shall return all issued uniforms and equipment. The employee will be charged for all missing uniforms and equipment.

D. Body art or tattoos that are deemed offensive, discriminatory or inappropriate are not allowed or must be covered.

3.11 MEMBERSHIP IN ORGANIZATIONS

All employees have the right to join national, state, and local groups of their choice and the right to organize, within the City, for their mutual benefit, with the exception of such groups as have been declared by the Attorney General of the United States to be of a subversive nature or advocating the overthrow of the Government.

3.12 GENERAL PROHIBITIONS

A. Employees are expected to conduct themselves in a manner which will not discredit the City, public officials, fellow employees, or themselves.

B. Employees shall avoid conduct or speech that is contrary to good order and

discipline. They shall treat each other with the utmost courtesy and respect.

C. No employee shall make any false statement, certificate, mark, rating, or report concerning any test, certification or appointment made under the provisions of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules.

D. No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service, or other valuable consideration for any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in a position in the City.

E. No employee shall deceive or obstruct any person in their right to examination, eligibility, certification or appointment under these rules, or furnish to any person any special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the City.

F. No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such items to be used or worn by anyone who is not authorized to use or wear them, nor permit them to be out of their possession without good cause or upon the approval of the Department Head. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

G. No employee shall bypass or refuse to follow the chain of authority on any grievance, complaint or other matter pertaining to his/her employment, except as provided in these Rules and Regulations or permitted by law.

3.13 COMMUNICATIONS ON BEHALF OF THE CITY OR WITH CITY OFFICIALS

A. Communications with City Commission Members. Employees should respond to City Commission's requests for information within one business day and to the best of their ability. Subsequently, the employee should notify his direct supervisor of the request and the action taken. If the employee does not have the ability or authority to address City Commission's questions or requests, the employee should refer the question or request immediately to their supervisor for follow up.

B. Statements of City Employees to Attorneys Concerning City Employees/Business. If a City employee is requested or subpoenaed to make a statement to an attorney or law firm regarding litigation related to the City, the employee shall inform his Department Director immediately upon receipt of the request/subpoena. The Department Director will, in turn, inform the Human Resources Director, who will consult with the City's or insurance company's legal counsel, and the City Manager to determine the proper course of actions.

Failure to comply with this rule may subject the employee to disciplinary action.

3.14 BULLYING

Bullying of co-workers or the public is strictly prohibited. Bullying is defined as repeated, unreasonable actions of an individual (or a group) directed towards an employee (or a group of employees) or a member of the public, which are intended to intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the employee(s) or the public.

If an employee believes he or she has been bullied, or has witnessed bullying in the workplace, the employee should report this conduct immediately to his or her supervisor. If it is not appropriate to report this conduct to the supervisor, the employee should report this conduct to the Human Resources Department.

3.15 SOCIAL MEDIA

A. The purpose of this order is to establish policy and procedure for social networking of the employees with the City of Fort Pierce.

B. It is the policy of the City of Fort Pierce to address issues associated with employee use of social networking sites and to provide guidelines for the regulation and balance of employee's Constitutional Rights to speech and expression with the legitimate needs of the City. This policy applies to all forms of communication including but not limited to, video, print media, remote computer access, public and private speech, use of all Internet services, including the World Wide Web, e-mail, file transfers, news services, social networking, instant messaging, blogs, forums, and other file-sharing sites.

This policy is not intended to prohibit or infringe upon any employee's communication, speech, or expression as guaranteed by the Florida and United States Constitutions.

Public employees occupy a trusted position in the community, and thus, their statements may have the potential to contravene the policies and performance of the City. Due to the nature of the work and influence associated with City government, it is necessary that employees of the City be subject to reasonable limitations of their speech and expression, both on and off-duty. To achieve its mission and efficiently provide service to the public, the City of Fort Pierce will carefully balance the individual employee's rights with the City's needs and interests.

C. Procedures

1. Employees should carefully consider the implications of their speech or any other form of expression when using any communication medium; including the Internet. For safety and security reasons, Employees should not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety or privacy of any employee, their family and/or associates.

2. To ensure the City's safety, mission, and public-trust, the following is prohibited:

    a. Speech or expression made pursuant to official duties that tends to compromise or damage the mission, function, reputation, or professionalism of the City of Fort Pierce or its employees.

    b. Speech or expression that, while not made pursuant to official duties, is significantly linked or related to the City of Fort Pierce and tends to compromise or damage the mission, function, or the professional reputation of the City or its employees.

    c. Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the employee as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.

    d. Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the employees of the City. For example, a statement on a blog that provides specific details as to how and when prisoner transportations are made could reasonably be foreseen as potentially jeopardizing employees by informing criminals of details that could facilitate an escape or attempted escape.

    e. Speech about the guilt or innocence of any suspect or arrestee, or comments concerning pending prosecutions. Employees shall not post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to City training, activities, or work related assignments without the express written permission of the Appointing Authority or Designee.

    f. Speech or expression that is contrary to the Law Enforcement Code of Ethics as adopted by the City of Fort Pierce.

    g. Use or disclosure, through any means, of information, photographs, videos or other recordings obtained or accessible as

a result of employment with the City for financial or personal gain, or any disclosure of such materials without the expressed authorization of the Appointing Authority or Designee or his/her designee or any other act that would constitute a misuse of public information in violation of F.S. Chapter 119.

h. Posting, transmitting or disseminating any photographs, videos or other recordings, likeness or images of City logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies the City of Fort Pierce or Police Department on any personal social network site, other website, or web page in any manner which is defamatory, obscene, unlawful or interferes with the operations of the City.

i. Failing to take reasonable and prompt action to remove any content that is in violation of this policy from any web page or website maintained by the employee or to which the employee has access and/or control (e.g. social or personal websites).

j. Accessing websites for non-authorized purposes, or use of any personal communication device, game device or media device, whether personally or City owned, for personal purposes while on-duty, except in the following circumstances:

i. When brief personal communications may be warranted by the circumstances (e.g. inform family of extended hours).

ii. During authorized breaks, however, such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

3. Unless specifically authorized by the Appointing Authority or Designee or his/her designee, employees may not represent the City of Fort Pierce or identify themselves in any way as being affiliated with the City, by appearing in any commercial, motion picture, film, video, public broadcast or on any website for the purposes of advertising/endorsing a product or for supporting, opposing, contradicting any political campaign, initiative, social issue, cause, or religion.

4. Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or on any Internet site open to public view (e.g. Facebook, MySpace, dating services, etc.).

5. All messages and attachments (e.g. photographs, videos, documents)

transmitted, received, or accessed over any City network systems are considered City records and, therefore, are the property of the City. The City reserves the right to access, audit and disclose all messages, regardless of the reason, including attachments that have been transmitted, received, or accessed through any City system or device, or any such information placed into any City storage area or device. This includes records of all key strokes or web-browsing history made on any City computer or over any City network system. The fact that access to a database, service or website requires a user name or password will not create an expectation of privacy if it is accessed through a City computer or network system.

3.16 WHISTLEBLOWER POLICY

A. Employees shall report in writing any violation or suspected violation of federal, state or local law by any City employee, official, or business entity with which the City is doing business.

B. Employees shall report improper use of public office, gross mismanagement or waste of public funds, or any other abuse or gross neglect of duty on the part of the City, a City employee, or a member of the City Commission or any City board.

C. An employee with knowledge of such actions or activities shall report this information to his immediate Supervisor, other members of supervision, Department Director, Human Resources Director, or the City Manager for investigation and resolution.

D. The investigation will be conducted by the City Manager, Human Resources Director, and/or Department Director, depending on the nature and circumstances of the allegations. Information related to an ongoing investigation will be maintained on a confidential basis to the extent allowed by public records laws. The Police Department shall be utilized in appropriate circumstances.

E. Retaliation against an employee who reports in good faith any actual or suspected violation, abuse, or other improper action is strictly prohibited by law, and by City policy. Disciplinary action may be taken against an employee who knowingly files a false and/or malicious report or who fails to make a report when required to do so.

SECTION 4

APPLICATIONS AND EXAMINATIONS

4.01 GENERAL POLICY

The City will not discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of the individual's religion, race, veteran status, marital status, disability, color, gender, sex, age, pregnancy or national origin.

An applicant with a disability who is able to perform the essential functions of the position, with or without reasonable accommodations, will be given full consideration for employment in all departments. Performance standards will not be used to arbitrarily eliminate individuals with disabilities from consideration.

Employees may apply for promotional opportunities by completing the Promotional Opportunity Form in the Human Resources Department. If an examination is not required, all qualified in-service employees will be considered for any vacant position.

4.02 POSITIONS IN THE CLASSIFIED SERVICES

A. All applicants for positions in the Classified Service shall file written applications to the Human Resources Department within time limits fixed in the announcement. Defective applications may be returned to the applicant for correction or to get assistance with the completion of the application; the corrected application must be returned to the Human Resources Department.

B. Fraudulent conduct, false statement(s), omissions(s), or misleading statement(s) by an applicant, or by others at his/her request or with his/her knowledge, in any application or examination, shall be cause for the disqualification of such applicant from an examination, removal of his/her name from all eligibility lists, and termination from City employment.

C. When it is determined that there will be a promotional examination, the Appointing Authority shall designate the lower class or classes from which the promotion is to be made and shall establish the required period of service in these classes.

D. Law enforcement personnel are required to take a competitive promotional examination for promotion to classes in a higher grade.

E. Each person in an examination shall be entitled to inspect his/her papers and grades. Such inspection shall be permitted only during regular business hours and at the office of the Director of Human Resources.

F. A manifest error in rating a test or test procedure shall be corrected if called to the attention of the Human Resources Department within the inspection period. Such corrections shall not invalidate any appointment previously made from such a list. Candidates for examinations may appeal to the Director of Human Resources for correction of their grades upon presentation of reasonable cause to believe that their examinations have been incorrectly rated.

4.03 EMPLOYMENT REQUIREMENTS

Outside Applicants – If an examination is not required, a sufficient number of qualified applications will be sent to the department/division for interview and tentative selection. All offers of employment are contingent upon the completion of applicable background checks and the execution of paperwork and payroll forms required by the City of Fort Pierce's Human Resources Department. The City of Fort Pierce is committed to affirmative action, however, all employment decisions will be based on legitimate business factors. The City will comply with F.S. Chapter 295 regarding veteran preference.

4.04 VETERAN'S PREFERENCE

In accordance with the provisions of F.S. §295, veterans and spouses of veterans who meet certain criteria are eligible for preference in employment or promotion provided the veteran or spouse possesses the minimum qualifications of the position as outlined in the job description. Such preference does not preclude the hiring (outside hire) of a non-veteran who is more qualified than a veteran, however, in case of a promotion, a veteran who possesses the minimum qualifications of the position shall be promoted.

Veterans' employment preference expires following employment/promotion in a position with any public employer in the State of Florida for which veterans' preference was utilized (i.e. Veterans' preference can only be used one time).

To receive a veteran's preference, the applicant or employee must present a DD214 showing the veteran was honorably discharged.

Veteran's preference does not apply to the following positions with the City:

City Manager
Department Managers
Management positions as defined by F.S. §295
Policy-making positions as defined by F.S. §295
Temporary employees without benefits

4.05 DRIVER'S LICENSES

A. Employees driving City vehicles are required to possess a valid driver's license with the endorsement which is applicable for the vehicle being driven as is required by Federal and/or Florida State Law, whether or not this requirement is included or omitted in the description of the class title to which the employee was appointed. If the employee is required to obtain any additional licensing, the employee must do so at his or her own expense.

B. All violations, citations, fines, or other actions taken by any law enforcement agency against any employee incurred during professional use must be disclosed to the employee's immediate supervisor within three (3) business days. Further, payment for all such violations, citations, fines and other actions taken by any law enforcement agency while driving a City vehicle in violation of these rules shall be the responsibility of the employee. Such violations and citations may also be cause for disciplinary action, up to and including termination of employment.

C. Employees must immediately report any changes in the status of ~~his/her~~ their driver's licenses (i.e., revocation, suspension, etc.) to the appropriate immediate supervisor within 24 hours.

4.06 COMPETITIVE EXAMINATIONS

A. Competitive examinations shall be open to all who meet the requirements as listed on the public announcement or posting of the position.

B. Positions in the Classified Service, when they are to be filled from outside the City service, may be filled through postings open to the public.

C. Examinations may be assembled or unassembled and may include, but shall not be limited to, written, oral, physical tests, performance tests, ratings of training, and experience or any combination of these. They may take into consideration such factors as education, training, experience, attitude, aptitude, knowledge, and/or physical fitness to the extent relevant to the position to be filled.

D. Candidates may be required to attain at least a minimum performance on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test.

E. Persons who take competitive promotional examinations shall be given notice as to whether or not they qualify on such examinations. An eligible person shall be advised of his/her score and relative position on the eligibility list; however, in consideration of the factors which may change a candidate's relative standing from time to time, the candidate will not be re-advised of his/her relative standing except in response to specific inquiry. The reply will indicate the standing as of a particular date.

4.07 UNASSEMBLED EXAMINATIONS

A. Whenever the Human Resources Director determines that because of the nature of the position or that possible applicants are not available in sufficient numbers to justify holding assembled examinations, the Human Resources Director may conduct examinations for such classes on an unassembled basis.

B. A person who competes in or is disqualified from an unassembled examination for a particular class is eligible to compete in another examination for the same class after an elapsed time of three (3) months.

SECTION 5

ELIGIBILITY LISTS

5.01 ESTABLISHMENT OF ELIGIBILITY LIST FROM COMPETITIVE PROMOTIONAL EXAMINATIONS

The Human Resources Department may establish and maintain eligibility lists for the various classes of positions as are necessary to meet staffing needs.

5.02 DURATION OF ELIGIBILITY LISTS

The duration of each competitive promotional eligibility list and the names appearing thereon, shall be for one (1) year from the date of certification. The Director of Human Resources may extend such period before the expiration of the list, in increments of six (6) month extension periods, not to exceed two years total.

5.03 CERTIFICATION FROM THE LIST

Upon receipt of a request to fill a vacancy from a competitive promotional list, the Director of Human Resources shall certify names of the three (3) highest individuals on the appropriate list or authorize some other kind of appointment as provided in these rules. If there is more than one vacancy to be filled, the number of names to be certified shall be determined by adding two (2) eligibles to the number of vacancies. When names are removed from the list because of promotion to a higher classification, the remaining names are advanced to the top of the list.

SECTION 6

CERTIFICATION AND APPOINTMENT

6.01 PROCEDURE FOR FILLING VACANCIES

A. All vacancies in the Classified Service shall be filled by original appointment, promotional appointment, provisional appointment, reemployment, reinstatement, transfer or demotion.

B. Whenever a vacancy is to be filled, the Department Head shall submit a requisition to the Human Resources Department for those eligible for the appointment to the class or position for which the vacancy exists. Requests may be in writing or by phone.

C. If the position is other than entry-level, a promotional opportunity announcement shall be sent to all departments for posting on bulletin boards. All interested employees, if they meet the minimum qualifications, may make a request to the Human Resources Department to be considered for the vacant position.

D. If the position is a regular position, the Director of Human Resources shall certify to the Department Head the proper number of names from the appropriate list or authorize some other kind of appointment as provided in these rules.

6.02 ORDER OF LISTS FOR CERTIFICATION

Certification shall be made from existing lists in the following order:

A. Lay-Off List

B. Competitive Promotional Examination List

C. Promotional Opportunity List

D. Reinstatement List (Other Then Lay-Off)

E. Open Applicant List

6.03 CERTIFICATION FROM THE LIST

A. Lay-Off

A regular full time employee, who has been involuntarily separated from the

Merit System without fault or delinquency, may have his/her name placed on the lay-off list for the same class of position held at the time of separation. The name of such employee shall be placed upon the list in the order determined by the Director of Human Resources after considering performance rating and total continuous time served in the class. Such employee shall be eligible for re-employment for a period of one (1) year from the date of separation.

B. COMPETITIVE PROMOTIONAL EXAMINATION LIST

Employees who have qualified on competitive promotional examinations and whose name is listed on a Competitive Promotional Exam list for a regular position that is a higher classification, shall be certified to the Department head for consideration for promotion to the higher position. Names of the top three (3) eligibles shall be certified for consideration.

C. PROMOTIONAL OPPORTUNITY LIST

If the position to be filled is other than entry level, a promotional opportunity announcement listing the title, department/division, salary and closing date will be sent to all departments, to be posted on bulletin boards.

D. OPEN APPLICANT LIST

If in-service applicants are not available to fill vacant positions, applications from outside City service shall be reviewed in the Human Resources Department and a sufficient number of qualified applicants will be sent to the Department Head or Supervisor for interviews in accordance with the City's Selection/Hiring Policy. The City of Fort Pierce is committed to affirmative action, however, all employment decisions will be made based on legitimate business factors. The City will comply with F.S. Chapter 295 regarding veterans preference.

6.04 TEMPORARY APPOINTMENTS

In an emergency, the Appointing Authority or Department Head may authorize the temporary appointment of any qualified person in a position to prevent stoppage of public business, any loss or serious inconvenience of the pubic. However, a vacancy of which the Department Head has had reasonable notice, or an employment condition of which he had, or might with due diligence have had previous knowledge, shall not be considered an emergency under this section. Temporary appointments shall be limited to a period not to exceed six (6) months, unless extended for a longer period in specific cases with the consent of the Appointing Authority. Temporary employees are not included in the Retirement System.

6.05 ACTING CAPACITY APPOINTMENTS

Whenever a vacancy exists in an authorized position, the Appointing Authority or Department Head may appoint a present employee who meets the minimum standards established for the position, to the vacant position in an acting capacity. Acting appointments shall be limited to a period not to exceed six (6) months, unless extended for a longer period in specific cases with the consent of the Appointing Authority. Such acting appointment shall be terminated as soon as an Eligibility List has been established and an appointment of a regular full or part-time employee is made. Any employee tendered an acting appointment, who previously held regular status, shall not suffer loss of status, vacation, sick leave, or other rights while serving in an acting capacity. Any employees placed in an acting capacity, if subsequently tendered the appointment to the position, shall be entitled to count all of his/her acting time toward his/her probationary period. If not subsequently appointed to the vacant position, he/she shall be reverted to his/her status immediately preceding his/her acting appointment.

6.06 TYPES OF APPOINTMENTS

The following types of appointments may be made to the Classified Service in conformity with the rules established: Regular, Temporary, Part-time, and Acting appointments not to exceed six (6) months unless otherwise extended herein.

A. REGULAR EMPLOYEE

A regular employee works full time. He/she is subject to all Rules and Regulations and receives all benefits and rights as provided by the Personnel Rules and Regulations.

B. TEMPORARY APPOINTMENTS

In order to prevent stoppage of business or loss, or serious inconvenience to the public, or in an emergency, appointments of employees on a temporary basis may be authorized by the Appointing Authority in accordance with this rule. This type of appointment will not be made for a period in excess of six (6) months.

C. PART-TIME EMPLOYEES

Part-time employees are employees who work less than the normal workweek, but on a regular basis.

D. ACTING CAPACITY APPOINTMENTS

Acting capacity appointments are made when there is no employment list for the classification when it is desired to leave the potential for promotion of an

employee by demonstration or until an employment list can be established.

E. DURATION OF TERM OF SERVICE

Appointments under paragraphs “A”, “C”, and “D” above shall be considered to be probationary subject to the provisions of these rules. All other appointments are to be considered as temporary and subject to termination at the discretion of the Appointing Authority.

6.07 FORMER EMPLOYEES WHO ARE RE-EMPLOYED

All former employees who resign in good standing and are later hired by the City shall be regarded as new employees and shall be required to serve a probationary period the same as a new employee or serve a modified term approved by the Appointing Authority. (See Section 7.)

SECTION 7

PROBATIONARY PERIOD

7.01 OBJECTIVES

The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position and for rejecting any employee whose performance or conduct is not satisfactory. The successful completion of this probationary period does not imply or guarantee an employee continuous employment with the City. All employees, probationary or non-probationary, serve at the will of the City.

7.02 DURATION

The probationary period shall be six (6) months for all employees, with the exception of Police Officers and part-time employees, who shall remain in probationary status for a period of one (1) year. To the extent permissible under the terms of any Collective Bargaining Agreement to which the City is a party, an extension of up to six (6) months, in increments of three (3) months, of the established probationary period may be granted at the sole discretion of the Department Head. Employees who perform technical or professional duties, or require a license or certification by a governmental or professional association, may be permitted a specified period of time as determined by the Department Head to obtain the necessary license or certification. The employee will remain in a probationary status until the required license is obtained. If the employee fails to obtain the required license in the period specified by the Department Head, he or she may be terminated from employment or shall revert to the status held immediately preceding his or her appointment.

7.03 DISMISSAL OR DEMOTION DURING PROBATIONARY PERIOD

A. At any time during the probationary period, a Department Head may recommend termination of an employee's employment if, in the Department Head's sole discretion, it is determined such employee is unable or unwilling to perform the duties of the position satisfactorily or that the employee's behavior or lack of dependability do not merit his/her continued employment.

B. If a probationary employee is found to have committed any offense which is considered cause for disciplinary action, the Department Head may recommend to the appointing authority the discharge of such employee without prior notice.

C. A Department Head, in his or her sole discretion, may demote any employee

to a lower class position during the probationary period without prior notice. Any employee, so demoted, shall begin a new probationary period.

D. There shall be no right of appeal or grievance from adverse actions taken against an employee during the probationary period.

E. Nothing in this section shall prohibit or limit a probationary employee from seeking redress for violations of the City's policies prohibiting discrimination, harassment or retaliation as provided by Section 3.02 and Section 24.03 of the Personnel Rules and Regulations. However, such review or investigation of a probationary employee's claim under this paragraph shall not stay the action taken by the City under this section.

7.04 PROBATIONARY PERIOD REPORTS

At least thirty (30) calendar days prior to the expiration of an employee's probationary period, the Department Head shall notify the Human Resources Director in writing whether or not the employee has performed satisfactorily during the probationary period.

7.05 TRANSFERS: PROBATIONARY PERIOD

An employee may be transferred in accordance with the following provisions:

A. Transfer in the Same Classification

An employee may be transferred within the same classification without changing his/her pay grade, employment date, or classification date. If the transfer is initiated by the City, the employee shall serve no probationary period. Where the transfer was initiated by the employee, the employee shall serve a six (6) month probationary period consistent with the terms set forth in Section 7.02 of the Personnel Rules & Regulations. If, after or during such probationary period, he/she is found to be unsuitable for the position, he/she may return to the classification he/she left with the approval of the concerned department director, provided that a vacancy exists. If no vacancy exists, he/she will be terminated and his/her name will be placed at the top of the appropriate eligibility list for the classification in question for a period of six (6) months.

B. Transfer to a Classification within the Same Pay Grade

When an employee is certified to and accepts a lateral transfer to a different classification having the same pay range as his/her present

classification, he/she will be assigned a new classification. An employee who laterally transfers shall maintain his/her current pay rate in the pay range. An employee accepting a transfer to a new classification must complete the probationary period consistent with the terms of Section 7.02 of the Personnel Rules & Regulations. If after or during such probationary period, he or she is found to be unsuitable for the position, the employee may return to the classification he/she left with the approval of the concerned Department Head, provided that a vacancy exists. If no vacancy exists, he/she will be terminated and his/her name will be placed at the top of the appropriate Eligibility List for the classification in question, for a period of six (6) months.

SECTION 8

TRANSFERS, DEMOTIONS, REINSTATEMENT

8.01 TRANSFERS

A. Any employee in the Classified Service who has successfully completed his/her probationary period may be transferred to the same or similar position in a different department without being subject to a probationary period. An employee desiring to be transferred should make his/her request in writing to the Human Resources Department. As vacancies occur in other departments, to which the employee would be eligible for transfer, his/her name will be submitted to the Department Head for consideration. Such in-service transfers must be brought to the attention of the appropriate Department Heads.

B. Transfer of an employee from one position to another without significant change in level may be effected when the employee meets the qualification requirements for the particular position, if it is in the best interests of the City service, and if further training and development of an employee in another position would be beneficial to the future staffing potential of the City service.

8.02 DEMOTIONS (INVOLUNTARY)

A. An employee may be demoted to a position of lower grade for which he or she is qualified for any of the following reasons:

1. When an employee would otherwise be laid off because his/her position is being eliminated, his/her position is being reclassified to a higher classification for which he/she is not qualified, lack of work, lack of funds, or because of the return to work from authorized leave of another employee, or the right of a previously promoted employee who requests the same or is during or at the end of his/her probationary period placed back in his/her prior position in accordance with Section 7.04. of the Personnel Rules & Regulations.
2. When an employee does not timely obtain or possess the necessary qualifications or fails to render satisfactory service in the position he/she holds.
3. When an employee becomes physically or mentally incapable of performing the duties of his/her position with or without reasonable accommodation, he/she may be appointed to a position the duties of which he/she is able to perform in a class carrying a lower compensation, with approval of the Departmental Head.

B. All demotions must receive the approval of the Appointing Authority.

C. All employees demoted in this manner will be required to serve another probationary period.

8.03 DEMOTIONS (VOLUNTARY)

Employees may be demoted at their own request to a position in a lower classification, subject to the approval of the Departmental Head. The Director of Human Resources and Department Head shall determine whether the employee is qualified to perform the duties and responsibilities of the lower class position. A regular employee demoted in this manner may not be required to serve another probationary period.

8.04 REINSTATEMENT

Vacancies may be filled on a non-competitive basis by the reinstatement of certain former employees. A former employee may be reinstated under the following conditions:

A. Reinstatement is a privilege of the Department Head and not a former employee's right.

B. The employee satisfactorily completed a probationary period.

C. The employee was separated in good standing and with findings of the Department Head and that he/she was eligible for reemployment.

D. A reinstatement to the same department and to the same class from which the employee was separated requires certification in accordance with Section 6 of these Rules.

E. If a Department Head proposes to reinstate a former employee to a position in a department other than that from which separated or in a position of a different class from which separated, certification shall be made in accordance with Section 6 of these Rules

F. The rate within the salary range assigned to the class proposed for the reinstated employee shall be recommended by the Department Head and be subject to the approval of the Appointing Authority.

SECTION 9

EMPLOYEE PERFORMANCE APPRAISAL

9.01 OBJECTIVE

A. The City shall prepare a system of evaluating the work performance of all personnel. The purpose of the employee performance appraisal shall be primarily to inform employees on how well they are doing in their work and how they can improve their work performance. The performance evaluation may also be considered in determining the order of lay-off, as a basis for promotions, training, demotion, transfer, or dismissal and for such other purposes.

B Evaluations shall be made by a supervisor of each employee and shall be reviewed by the Department Head or other superior in line above the rating supervisor.

9.02 PERIOD OF EVALUATION

All employees will be evaluated at approximately six (6) months after hire or promotion, and annually thereafter. Law enforcement officers will also be evaluated at the end of their probationary period.

9.03 REVIEW WITH THE EMPLOYEE

The evaluator shall discuss each performance evaluation with the employee being evaluated. If an employee disagrees with the statements in the evaluation, the employee may submit within ten (10) calendar days following the conference with his/her supervisor, a written statement which shall be attached to the evaluation form and forwarded through supervisory lines to the Department Head. The Department Head will consider the statement and consult with the Director of Human Resources. If an adjustment to the evaluation is not made, the statement will be attached and remain with the evaluation.

SECTION 10

CODE OF CONDUCT AND DISCIPLINARY PROVISIONS

10.01 PURPOSE

All employees of the City of Fort Pierce are members of a team working together for the purpose of serving our community. Employees who fail to follow the Rules and Regulations governing their conduct are not only penalizing themselves, but are doing a disservice to other employees and the citizens of Fort Pierce. This Code of Conduct is designed to enforce the Standards of Conduct set forth in Section 3, to ensure the rights, privileges and safety of all employees and to provide working guidelines that encourage acceptable and business like conduct.

10.02 POLICY

It is the policy of the City that all employees and contract employees, regardless of classification or status, maintain the standards of conduct expected of public employees and required by City Management. These disciplinary procedures are designed to encourage appropriate standards of behavior and promote a civil and professional working environment. The City encourages the practice of progressive discipline, where appropriate, whereby employees receive increasingly severe levels of discipline for each successive instance of related misconduct. This will provide an employee an opportunity to modify and correct his/her behavior and/or work deficiencies. In some cases, progressive discipline will not be appropriate, and more severe levels of discipline, including termination, may occur without prior warning or discipline. The City reserves the right to apply appropriate discipline based on the facts and circumstances of a particular situation.

10.03 DISCIPLINARY ACTIONS

A. Management will work with employees to address concerns relating to performance, conduct or other behaviors that fall below an acceptable level, as appropriate. Such informal disciplinary actions may or may not be reduced to writing. The City is not required to engage in informal disciplinary counseling prior to issuing formal disciplinary action as set forth below.

B. Formal disciplinary actions include the following, and need not be administered in a progressive manner if the facts and circumstances warrant otherwise:

1. Written Warning
2. Reprimand
3. Suspension
4. Demotion
5. Termination

C. Termination and Pre-termination Hearing

1. An employee may be terminated for serious and/or continued misconduct or other problems or work deficiencies which render an employee unacceptable for further employment.
2. A Classified employee has a right to have an informal hearing before a final decision of termination. His/her Department Head, or designee, shall schedule a hearing to discuss the misconduct or problem and proposed action.

D. Professional and Supervisory Employees

Classified Service non-union employees who hold professional and/or supervisory positions will not be disciplined using the same progressive discipline system. Rather, appropriate discipline will be administered based upon the totality of the circumstances.

10.04 APPLICATION OF DISCIPLINARY MEASURES

A. In recognition of the fact that employee disciplinary and work records differ, and that each instance of misconduct may vary in some respects from similar actions, the City retains the right to treat each disciplinary occurrence on an individual basis without creating a precedent for resolving other cases of misconduct which may arise in the future.

B. Every possible act of misconduct cannot be specifically identified in these Rules and Regulations. As such, these policies are to be interpreted broadly within the discretion and judgment of the Department Head. Illustrative examples given in any rule are not intended to restrict the regulation, and do not limit the general application of the rule. The disciplinary procedures are not to be construed as a limitation upon the retained management rights of the City, but are to be used as a guide to assist management in determining an appropriate type and level of discipline to be administered.

10.05 CODE OF CONDUCT

A. The following is a list of circumstances that may result in disciplinary action up to and including termination of employment, depending on the facts and circumstances of each case. This list is not all inclusive and is for illustrative purposes only:

1. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned, or performing other than assigned work.

2. Disregarding job duties by loafing or neglecting work during working hours or quitting work, wasting time, loitering, or temporarily leaving assigned work area during working hours without permission.

3. Discourtesy to persons with whom the employee comes in contact while in the performance of his/her duties.

4. Washing up or changing clothes during working hours without specific permission of the supervisor.

5. Productivity or workmanship not up to required standards of performance.

6. Mistake due to carelessness or neglect.

7. Violating a safety rule or safety practice.

8. Reporting for work or working while unfit for duty, either mentally or physically.

9. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job, or similar types of disorderly conduct.

10. Creating or contributing to unsafe and unsanitary conditions, poor personal hygiene or poor housekeeping in the work area.

11. Conducting personal business during work time.

12. Failure to properly wear a complete City uniform as provided by the employee's department or to display proper City identification as required by departmental rules.

13. Failure to properly report a late arrival at work to the supervisor or other designated departmental representative within the time required by

departmental policy.

14. Taking more than specified time for meals or rest periods.

15. Tardiness. (Guide: Three (3) times in any thirty (30) calendar day period, or six (6) times in any ninety (90) calendar day period.).

16. Chronic absenteeism. (Guide: Three (3) times in any thirty (30) calendar day period, or six (6) times in any ninety (90) calendar day period.)

17. Absent without permission or leave (AWOL).

18. Failure to file and/or keep current the required Request For Outside Employment form.

19. Failure to pay just debts due or failure to make reasonable provision for the future payment of such debts, thereby causing annoyance, interruption of work or embarrassment to the City or the employee's supervisors.

20. Failure to report immediately to the Department head the loss of a City identification card.

21. Failure to keep the Department Head and Human Resources notified of current address and contact telephone number.

22. Unauthorized posting or removal of any matter on City bulletin boards or City property at any time.

23. Negligence or omission in complying with the requirements as set forth in the Code of Conduct.

24. Participating in illegal pyramid chain letter organizations, gambling, or engaging in any other game of chance at any time while on duty.

25. Making or causing to be made the publishing of false statements concerning any employee, supervisor, the City or its operation.

26. Unauthorized distribution of written or printed matter of any description on City premises.

27. Failure to report to the City Clerk a request for information, or receipt, of a subpoena from an attorney, law firm, or court of law in connection with City related business. Exception: rule not applicable for criminal/traffic case for law enforcement personnel where the city is not a named party.

28. Unauthorized vending, soliciting, or collecting contributions for any purpose

whatsoever at any time on City premises.

29. Use or possession of another employee's tools or equipment without the employee's consent.

30. Refusal to give testimony in City related accident investigations or refusing to attend grievance/appeal hearings when subpoenaed or directed to attend.

31. Failure to report in a timely manner (immediately at time of occurrence) an accident or personal injury in which the employee was involved while on the job.

32. Unauthorized use of City vehicles, equipment, or supplies.

33. Driving a motor vehicle while on duty without a valid State of Florida driver's license appropriate for the type of vehicle operated or failure to report the loss or suspension of a driver's license when an employee is required to drive while on duty.

34. Leaving the job site during regular working hours without proper authorization.

35. Where the operations are continuous, leaving the assigned post at the end of the scheduled shift prior to being relieved by the supervisor or the relieving employee on the incoming shift.

36. Abuse of annual leave or extended illness leave privileges which causes scheduling and/or other operational difficulties for the department.

37. Unauthorized use of City telephones for charging personal long distance or toll calls to the City.

38 Provoking or instigating a fight or actively participating in a fight during the workday, including breaks and meal periods, or any time on City property.

39. Threatening, intimidating, coercing or interfering with fellow employees, supervisors, or the public at any time, including the use of abusive, foul or obscene language.

40. Sleeping during working hours.

41. Conviction of guilt or a plea of *nolo contendere* of a misdemeanor for off-duty possession of illegal drugs or drug paraphernalia.

42. Neglect, incompetence, or inefficiency in the performance of assigned duties.

43. Deliberately misusing, destroying, damaging, or causing to be damaged any City property or property of any employee.

44. Falsification of personnel or other City records including employment applications, medical examination forms, accident records, insurance records, leave records, work records, purchase orders, time sheets, or any other report, record or application.

45. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation, health insurance payments, or other benefits, or failure to repay overpayments for which not entitled. Payment must be made within a thirty (30) calendar day period.

46. Insubordination by the refusal to perform work assigned or to comply with written or verbal instructions of the supervisory force; may include the use of abusive language or behavior directed toward a supervisor.

47. The consumption of and/or being under the influence of and/or being in possession of alcohol, illegal drugs or illegal controlled substances while on duty, including break and lunch periods.

48. Receipt from any person of a fee, gift, or other valuable thing in the course of work when such fee, gift, or other valuable thing is given or accepted in the hope or expectation of receiving a favor or better treatment than is accorded other persons, or any violation of the Code of Conduct.

49. Deliberately hitting, shoving, striking or physically abusing a supervisor/employee or member of the public at any time.

50. Knowingly harboring, without proper treatment, a communicable disease which may endanger the health of other employees.

51. Concerted curtailment or restriction of production or interference with work in or about the City's work stations, including but not limited to, instigating, leading or participating in any walkout, sit-down, stand-in, slowdown, sick-out, refusal to return to work at the assigned time for the scheduled shift, or participation in a strike or any concerted activity against the City as defined in Florida Statutes.

52. Participating in prohibited political activity in violation of Florida Statutes.

53. Failure to obtain and maintain licenses, certifications or other qualifications required for an employee's job.

54. Knowingly altering or unauthorized altering of an employee's time sheet or misrepresenting related payroll records.

56. Failure to return from an authorized leave of absence within three (3) working days from scheduled date of return.

57. Possession of firearms, explosives, or weapons on City property or within City vehicles, except for law enforcement personnel. Even though the employee may possess a license or permit, the employee must not carry the same on City property or while in the course of their employment. This does not prohibit employees from possessing a legally owned firearm that is lawfully possessed and locked inside or locked to a private motor vehicle in the City's parking lot.

58. Permitting another person to use your City identification card, or using another person's identification card, or altering a City identification card.

59. Use or attempted use of political influence or bribery to secure an advantage of any manner.

60. Theft or removal from City locations without proper authorization any City property or property of any employee.

61. Unlawful or improper conduct either on or off the job, which would tend to affect the employee's relationship to his/her job, his/her fellow workers, his/her reputation or goodwill in the community.

62. Conviction or a plea of nolo contendere of a felony or a misdemeanor of the first or second degree as defined by Florida Statutes, or any violation of a City ordinance involving moral turpitude, while either on or off the job.

63. Engaging in harassing behavior based on a person's gender, race, age, religion, national origin, pregnancy, disability status, veteran status, marital status or sex.

64. Failure to notify the City of any arrest, conviction or plea of nolo contendere within three days of the event.

65. Conviction of a felony which the Appointing Authority determines could have a direct relationship to work responsibilities including, but not limited to, any area involving drugs, firearms, truth, and veracity.

66. Violation of the City's anti-bullying policy.

SECTION 11

HOLIDAYS

11.01 DAYS OBSERVED

A. The following and any other days authorized by the City Commission are holidays with pay for all employees (with the exception of temporary or part-time employees and school crossing guards):

1. January 1st
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. July 4th
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. December 24th
11. Christmas Day

B. Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

C. Holidays when computing on scheduled work days – Employees who are required to work on the observed holiday shall be paid at the regular pay granted for the holiday. Holidays will be considered time worked overtime.

D. Holidays which occur during vacation leave shall not be charged against vacation leave.

E. Holidays which occur during an approved period of FMLA leave for which the employee is using sick leave shall not be charged against sick leave. If an employee calls out sick either the day before or the day after the holiday, the employee will not be paid for the holiday unless the employee presents a doctor's note or the time is covered by the FMLA.

F. For regular employees on a workweek other than Monday through Friday, the Appointing Authority or his/her designated representative shall designate the workday that shall be observed, if the holiday does not fall in this normal work cycle.

G. If a holiday falls on the employee's normal day off, the employee will be entitled

to take off the work day either before or after the holiday, as determined by their supervisor, and receive holiday pay for that absence.

H. Holidays on scheduled workday – Employees who are required to work on the observed holiday shall be paid at the regular pay granted for the holiday. In this circumstance, the holiday will be considered time worked when computing overtime.

I. When scheduled to work on a holiday and the employee calls in and is placed on sick leave, the employee will receive holiday pay only if the employee provides a doctor's note or the time is covered by FMLA.

SECTION 12

VACATION LEAVE

12.01 ELIGIBILITY

A. All full time, regular, and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the City's service without satisfactorily completing the probationary period, he/she shall not be compensated for any accrued vacation leave.

E. For vacation purposes, re-instated employees are considered new employees.

12.02 RATE AT WHICH VACATION LEAVE IS ACCRUED AND ~~EARNED,~~ ACCUMULATED~~, AND PAID~~

A. All regular employees ~~accumulate~~ accrue vacation leave as follows:

One (1) year of continuous service, but less than five (5) years	12	days	per year
Five (5) years of continuous service, but less than ten (10) years	14	days	per year
Ten (10) years of continuous service ~~and over~~ but less than 15	17	days	per year
Fifteen (15) years of service and over	20	days	per year
Upon appointment into the paygrade:			
Employees who are Paygrade 70 and higher ~~shall~~ accrue	17	days	per year
Employees who are Paygrade 76 and higher ~~shall~~ accrue	20	days	per year
The City Manager, City Attorney, and City Clerk ~~receive~~ accrue twenty-three (23) days			per year

B. Vacation leave may be accumulated to a maximum of forty-five (45) working days (360 hours) over the course of a fiscal year (October 1 to September 30). However, any hours accumulated over thirty (30) working days (240 hours) at the close of each fiscal year (September 30) shall automatically be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of thirty (30) working days (240) hours and shall again be eligible to accrue vacation leave up to forty-five (45) working days (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of forty-five (45) working days (360 hours).

~~B. Earned vacation leave may be accumulated to a maximum not to exceed thirty (30) working days. Any accumulation over thirty (30) working days will be considered forfeited and lost. Vacation pay will be computed at the employee's base rate of pay.~~

Note: Employees shall not ~~earn~~ accrue vacation time when the employee is on a non-paid leave status.

12.03 USE OF VACATION LEAVE

A. Subsequent to the successful completion of the first six (6) months of employment, vacation leave may be taken as earned subject to the approval of the Department Head. Two (2) weeks advance notice is required but this may be waived at the discretion of the Department Head, depending on the circumstances.

B. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible; however, leave must be taken at the convenience of the department. The Department Head's decision as to when leave may or may not be taken will be final.

C. Vacation leave will be charged in minimum increments of fifteen (15) minutes.

D. Vacation~~/annual~~ leave may be granted for the following purposes:

1. Vacation.
2. Absences for transactions of personal business which cannot be conducted during off-duty hours.
3. Religious holidays.
4. Extended illness, once accumulated sick leave has been exhausted.
5. Any absences from work not covered by other types of leave provisions established by these rules.

12.04 PAYMENT OF UNUSED VACATION LEAVE

A. Upon termination, regular employees who have successfully completed (6) months or more service shall be compensated for vacation leave accrued to the date of separation, not to exceed a maximum of ~~thirty (30)~~ forty-five (45) working days.

~~B.~~ Employees who elect to participate in the deferred retirement option plan (DROP) will be able to convert all or a portion of their hours to cash up to a maximum of ~~240~~ 360 hours. Any or all remaining hours can be carried over into the DROP period with the understanding that any unused hours **will be paid** out at the end of ~~the DROP period up to a maximum of 240~~ 360 ~~hours.~~

~~C. Earned vacation leave may be accumulated for qualifying full and part time, regular status employees to a maximum of forty-five (45) working days (360 hours). Any hours accumulated over thirty (30) working days (240 hours) at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of thirty (30) working days (240) hours and shall again be eligible to accrue vacation leave up to forty-five (45) working days (360)~~

~~hours over the next fiscal year. Accrual ends when an employee has reached the maximum of forty-five (45) working days (360 hours).~~ Employees who separate from the City will be paid for all ~~accumulated~~ unused vacation leave up to 360 hours.

~~D. Earned vacation leave may be accumulated to a maximum not to exceed forty-five (45) working days (360 hours) at the close of each fiscal year (September 30). Any accumulation over thirty (30) working days (240 hours will be considered forfeited and lost at the close of each fiscal year (September 30).~~

Unused vacation leave ~~Vacation pay~~ will be computed and paid at the employee's base rate of pay.

~~NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.~~

12.05 TRANSFERS – VACATION LEAVE

When an employee is transferred to another position within the City, vacation leave which may have accumulated to his/her credit shall continue to be available for use as necessary.

SECTION 13

SICK LEAVE

13.01 ELIGIBILITY

Eligibility requirements to earn and accrue sick leave are the same as indicated for vacation leave in Section 12.01 of the Personnel Rules and Regulations.

13.02 RATE AT WHICH SICK LEAVE IS EARNED

The employee earns sick leave credits at a rate of one (1) working day per calendar month, or major portion thereof. An employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in any month period shall not earn sick leave credit for the month.

13.03 CHARGING SICK LEAVE

All absences chargeable to sick leave of one (1) hour or more are to be reported on the Request for Leave of Absence, Form 220. For purpose of record, absences of fifteen (15) minutes or less may be disregarded, unless such absences become habitual. Absences in excess of one (1) hour will be reported to the next full hour. To be eligible for sick leave, an employee must have accrued a minimum of eight (8) hours sick leave and have been employed for thirty (30) workdays.

13.04 REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after, the time set for beginning the daily duties. An employee in a unit providing essential services operating on a shift basis must notify the department within the time limit established by the appropriate Department Head. This provision may be waived by the Department Head if the employee submits evidence that it was not possible to give such notification.

13.05 USE OF SICK LEAVE

Employees shall be eligible to use such leave as earned, subject to the provisions of these Rules. Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians, therapists or dentists.

D. Exposure to a contagious disease which would endanger others.

E. Illness of a spouse, son, daughter or parent of the employee who requires the personal care and attention of the employee.

F. Absences covered by the Family and Medical Leave Act.

Under no circumstances will an employee be allowed to use Sick Leave for personal business or vacation purposes. Employees who claim or request Sick Leave for reasons other than those listed above shall be subject to disciplinary action for falsification of records.

13.06 ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) workdays of employment.

13.07 CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by their Department Head/Manager to submit a certificate from a physician licensed under Florida Law. The employee shall not return to work until a written release to resume work responsibility from said physician is presented to the Department Head/Manager. When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave, as permitted by law.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

13.08 UNUSED SICK LEAVE

A. Employees who leave the City's service in good standing and have at least three (3) through nine (9) years of continuous service with the City will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty- five (45) days/360 hours.

B. Employees who leave the City's service in good standing and have at least ten (10) or more years of continuous service with the city, will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days/720 hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall

be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed ninety (90) days. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave is exhausted. Said request shall be irrevocable.

D. Employees who elect to participate in the deferred retirement option plan (DROP) will be able to convert up to 720 hours to cash. The remaining hours can be carried over into the DROP period with the understanding that any unused hours will not be paid out at the end of the DROP period.

13.09 SICK LEAVE CONVERSION PLAN

The Sick Leave Conversion Plan is an incentive for employees. To be eligible, an employee needs to have been employed with the City for at least sixteen (16) months and must meet other specific requirements. The employee must begin with 128 sick hours at the beginning of the base period (in the first payroll period). For the purpose of this section, the base period shall be defined as the first payroll period in October of the preceding year to the close of the last payroll period in September of the current year.

A. Specific Eligibility Requirements for Sick Leave Conversion Plan

1. During the base period, an employee must have put at least forty-eight (48) hours into his/her accumulated sick leave balance which cannot be converted.
2. The employee must be working for the City at the end of the base period.
3. The employee must have more than 128 hours in his/her sick leave balance at the end of the base period.
4. Under no circumstances can an employee's sick leave balance go below 128 hours after participating in the Sick Leave Conversion Plan.

B. Conversion Plan

1. Providing the criteria in the Special Eligibility Requirements for Sick Leave Conversion Plan have been met within the base period as defined above, an employee may elect to convert unused sick leave earned during the base period into a cash bonus.
2. The total amount of unused sick leave an employee can convert is forty eight (48) hours. The amount eligible to convert is whatever sick leave hours the employee has not used from his or her annual amount of 96 hours, less the 48 hours the employee has to bank to be eligible to participate. Any of those unusued hours, up to a maximum of 48, can be converted, provided the remaining balance is at least 128 hours.
3. The unused sick leave that is converted will be paid as a cash bonus calculated at one hundred percent (100%) of the employee's current hourly salary. This bonus will be paid no later than November 30th of the current

year and is subject to standard deductions as required by law.

4. The election form for an employee to convert or not convert sick leave shall be available within (~~2~~ 3) weeks of the close of the last payroll period in September. This form shall be returned to Human Resources no later than October 30th of the current year. Such an election shall be final.
5. Any sick leave hours an employee elects to convert into a cash bonus shall be immediately removed from the employee's accumulated sick leave balance and under no circumstances can it ever be reinstated.
6. Even though an employee may be eligible to convert sick leave, he/she may decline. In that event, the employee's sick leave balance shall remain intact.

13.10 TRANSFERS – SICK LEAVE

When an employee is transferred to another position within the City, sick leave which may have accumulated to his/her credit shall continue to be available for his/her use as necessary.

SECTION 14

LEAVES OF ABSENCE

14.01 BEREAVEMENT LEAVE

A. All full-time regular employees may be granted bereavement leave up to three days for death in their immediate family, without charge to any other accrued leave time. For purposes of this policy, immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grandparent, grandparent-in law, step-grandparent, foster parent, and foster child.

B. Employees must use the bereavement leave within 30 calendar days of the immediately family member's death.

C. Bereavement Leave will not be considered as time worked for purposes of determining whether overtime is due.

D. To request time off under this policy, the employee must complete a Bereavement Leave Form and obtain approval from their Department Head and the Human Resources Director. The employee may be required to provide the department with proof of death in the immediate family before compensation is approved.

E. If the employee wishes to attend the funeral of someone outside the familial relationships described in this policy, annual/vacation leave or leave without pay may be granted at the discretion of the Department Head.

14.02 CIVIL LEAVE

A. Employees attending court or a deposition as a witness on behalf of the City or for jury duty during their normal working hours shall be paid for the hours they attend court. This time shall be charged as leave with pay. For payroll purposes, jury duty and witness leave will not be considered as time worked for the purposes of determining whether overtime is due.

B. All employees subpoenaed to attend court or a deposition on behalf of the City are eligible for civil leave. Those employees who become plaintiffs or defendants in personal litigation are not eligible for civil leave. In such cases, annual/vacation leave or leave without pay may be granted at the discretion of the Department Head.

C. Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisors when excused or released by the Court.

D. All court attendance must be verified before an employee is compensated. You must provide a copy of the jury duty summons or subpoena to Human Resources and your manager within one day of receiving the summons.

E. All witness or jury duty fees received by the employee for such duty, while in a paid status, shall be turned over to the City.

14.03 ADMINISTRATIVE LEAVE

The Appointing Authority may grant administrative leave with pay to employees to attend conventions, seminars, conferences, and similar affairs where the purpose of these meetings has a direct connection to the business and/or approved programs of the City. Administrative leave with or without pay, determined by the Appointing Authority, and may also be approved for placing employees on special assignments as during periods of investigation.

Administrative leave maybe approved for donating blood; however, employees shall return to work after completion of blood donation unless given within (1) hour at the end of the scheduled working hours.

14.04 LEAVE OF ABSENCE WITHOUT PAY (For requests not covered by the Family and Medical Leave Act)

A. Duration and Approval

1. An employee serving an initial probationary period may be granted an informal leave of absence without pay not to exceed thirty (30) calendar days. Such absence may only be extended upon approval by the Department Head and the Director of Human Resources, but the probationary period shall be extended to allow for any approved absence. The employee will be returned to his or her job, or an equivalent position, at the expiration of the informal leave.
2. An employee may request an informal leave of absence without pay for up to thirty (30) calendar days or a formal leave of absence without pay for a specified duration in excess of thirty (30) consecutive calendar days if necessary for personal or non-FMLA qualifying reasons, and all accrued leave has been exhausted. When possible, such leave should be scheduled at least two (2) weeks in advance.
3. The request for formal and informal leave must be approved by the employee's Department Head and the Director of Human Resources.
4. The employee will be returned to his or her job, or an equivalent

position, at the expiration of the informal leave (30 day period). An employee on a formal leave of absence (longer than 30 days) is not guaranteed to be returned to his or her position, or an equivalent position. An employee on leave in excess of 30 days under this policy does not have job protection, unless otherwise required by law.

5. Extensions to authorized leaves of absence must be requested by the employee in writing and approved by the employee's Department Head and the Director of Human Resources.
6. Note: Extended illness leave, annual leave or holiday time or any type of seniority except as noted otherwise in this section, will *not* be earned or accrued by an employee for the time that he/she is on a leave of absence without pay.

B. Employee's Responsibility While on Leave

1. An employee granted a leave of absence shall keep his/her department informed periodically, or as stated in the leave, but at least every thirty (30) days of his/her current status (school, military, etc.) and intent to return to work.
2. An employee on a leave of absence shall keep his/her department advised of any change in his/her current address and telephone number.
3. An employee is not permitted to accept either part or full-time employment elsewhere where the hours worked would conflict with the hours the employee normally works for the City. Exceptions may be made to this policy in unusual circumstances. Any employee who wishes to apply for an exception must do so in writing to the employee's department prior to accepting such employment.
4. An employee who fails to comply with the above requirements may be removed from leave of absence status, in which case he/she must return to work or be terminated.
5. An employee who wishes to return to work before his/her leave period has expired shall be required to provide the department with at least two (2) weeks prior notice, absent special circumstances.

C. Return From Leave of Absence

1. An employee granted a leave of absence in excess of thirty (30) days is not guaranteed employment at the conclusion of the leave, unless required by law. Such employee shall be permitted to return to work providing a vacancy exists in his/her prior position or classification. If such vacancy does not exist, the City shall make a reasonable effort to transfer him/her within thirty (30) calendar days to a position for which he/she is qualified and able to perform the essential functions of the job. If no transfer is accomplished, he/she shall be terminated and placed on an eligibility list for his/her classification for a period of six (6) months.

2. An employee reinstated to his/her prior classification from a leave without pay status shall be eligible to receive his/her prior rate of pay in addition to any general pay increases applicable to his/her classification.
3. A leave of absence without pay in excess of thirty (30) consecutive calendar days, other than as required by law, will result in a corresponding adjustment of the employee's anniversary date of employment and classification date.
4. Nothing in this policy is intended to or does conflict with the Americans With Disabilities Act. Any request for leave as an accommodation for a disability will be considered by the Department Head and Human Resources Department, and protected leave may be granted for periods in excess of 30 days if doing so is a reasonable accommodation in light of the individual circumstances.

D. Group Insurance Coverage During Leaves of Absence

1. Group health and life insurance coverage for an enrolled employee and eligible enrolled dependents may be continued as follows:
   a. Medical leave of absence related to employee's own health condition – 12 months.
   b. Other leave of absence – 6 months.
2. An employee shall notify the Finance Department in advance of his/her leave of absence to advise whether he/she wishes to retain or discontinue his/her group insurance coverage while on leave.
3. An employee who wishes to continue insurance coverage shall make payments to the Finance Department either on a monthly basis or a lump-sum payment, in advance equal to the authorized length of his/her leave of absence.
4. If a request to discontinue health and additional life insurance has been completed, coverage will be terminated on the last day of the month for which coverage has been paid.
5. If an employee's payments are not made after two months, thirty (30) calendar days after agreed upon payment date for leaves covered by the Family and Medical Leave Act, coverage will be canceled as of the last day for which coverage has been paid.
6. If health insurance under an indemnity plan is canceled during an approved leave of absence, it will be reinstated upon the employee's return to work in accordance with the coverage requirements of the insurance.
7. If health insurance is canceled during an approved leave of absence, it will be reinstated pursuant to the administrative procedures of the health insurance program, as amended or in accordance with the provisions of the Family and Medical Leave Act.
8. If authorized leave exceeds six (6) months for unpaid leaves other than for a medical leave or twelve (12) months (see A-1) for a medical leave of absence, upon return, insurance will be reinstated after the completion of a waiting period of ninety (90) calendar days.

9. An authorized leave without pay shall not constitute a break in service, but the time will not be credited toward retirement.

14.05 MILITARY LEAVES

It is the policy of the city to accommodate its employees when it is necessary that they be away from their jobs for military leave purposes.

A. Annual Military Leave

In accordance with applicable law, a regular employee who is a commissioned reserve officer or reserve enlisted person in a reserve component of the Armed Forces or the National Guard of the United States will be entitled to a leave of absence with full pay and without loss of benefits on all days during which they are engaged in training under the provisions of the U.S. military or naval training regulations up to a maximum of 240 hours any one calendar year.

A regular employee who is a member of the United States Armed Forces Reserve, including the National Guard, will be entitled to a leave of absence for active duty with full pay and without loss of benefits up to a maximum of 240 hours in any one calendar year. For this purpose, active duty shall include instances in which the employee is called up to serve during civil disobedience (riots) or hazardous materials incidents (hazardous waste/chemical gas leaks, etc.) or any other event during which the Governor is authorized to call up the state military (FSS 250.06(4)).

In all cases, employees must provide copies of official orders prior to receiving benefits under these policies. Additionally, employees are required to notify the City of their military leave obligations as soon as possible, unless such notice is prohibited or unreasonable.

The number of hours of daily paid leave provided to each employee shall be based on the number of hours the employee was normally scheduled to work on each workday the employee is absent due to military training or active duty.

While on military leave, the employee's position is held for them until their return. Maintenance of benefits is governed by the Uniformed Services Employment and Reemployment Rights Act of 1994.

While on paid leave from employment resulting from training duty or active duty as defined above, each employee continues to earn both vacation and sick leave, accrue (and contributed to) retirement benefits, and continue eligibility for most employer provided benefits as though the employee was working his/her normal capacity.

Retirement rights for military veterans are governed by USERRA.

Employees who are called to active duty *will qualify for benefits under the City's health insurance program for the shorter of a) 24 months or b) the period ending on the day after the employee fails to apply for a return to a position* of *employment after completing leave in accordance with the time frame set forth below (see "application for re-employment").* If on leave for 31 days or more, they may be required to pay up to 102% of the full cost of the premium (employee and employer shares). Employees called to active duty can convert their life insurance policy to an individual policy. This conversion must take place within 31 days of the call to active duty. During that 31 day period, life insurance coverage will continue. Arrangements for the conversion of life insurance coverage must be made with the City's life insurance carrier.

An employee called to active duty may wish to retain coverage under the City's health insurance program for the purpose of providing continued coverage to dependents.

In these situations, the City will continue to pay the employer's share of the family coverage benefit while the employee is on paid leave. As an alternative, dependents may have the opportunity to select coverage under the military insurance program.

When an employee returns to work from active duty, they may reinstate their health and life insurance coverage without penalty.

In the case of an employee who is called to active military status (*not a voluntary enlistment),* the employee shall receive his regular salary for the first thirty (3) calendar days f leave in accordance with F.S. Chapter 115, followed by a supplement from the City to make up the difference (if any) between his military pay and his regular wages, for up to twenty-four (24) months following the first thirty (30) calendar days. As supplementation of military pay is voluntary, the City reserves the right to discontinue or modify the terms of this policy regarding supplemental pay. The City may also limit the amount and/or period of supplementation depending upon the length and/or frequency of military service.

B. Inactive Duty Training (Weekend Drills)

An employee who is a member of the Armed Forces Reserve or the National Guard shall be excused from work to attend inactive duty training as required. Evidence of membership in the applicable organization and training orders shall be provided to the department by the employee. Requests for such absences from work can be made either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. In the event scheduled inactive duty training falls on an employee's duty day(s) he/she may

request the use of annual military leave, annual leave, trade time assignments in conformance with departmental procedures or leave without pay.

C. Recall to Active Military Duty

An employee who is a member of a military reserve component or the National Guard who is ordered to active duty to fulfill his/her primary military obligation will be granted a military leave of absence without pay for this period of time. When the Governor of the State of Florida so orders for National Guard members, or the City Manager or his/her designee chooses to exercise the discretion given him/her by state law for military reservists, the employee's military pay may be supplemented by an amount determined by the City.

D. Recall to Emergency Active Military Duty

Employees responding to emergency military orders shall be granted leave without pay for required absences as necessary, unless an exception to this policy has been approved by the City Manager.

E. Induction or Enlistment into Military Service

A full-time employee who enlists, is drafted or inducted into the armed services for active duty shall be granted a military leave of absence for the initial period of enlistment. This leave shall be without pay.

All monies due the employee (i.e., annual leave, etc.) shall be paid at the time of his/her leaving City employment to enter active military service.

F. Application for Re-Employment

Under the Uniformed Services Employment and Reemployment Act, a deployed employee must report for duty at work after being released from the military obligation within a defined time period depending upon the amount of military time served. The time periods are as follows:

For periods of service of up to 30 consecutive days, the person must report back to work on the first full calendar day following the completion of the period of service and safe transportation home, plus an 8-hour period of rest. If reporting back within this deadline is "impossible or unreasonable" through no fault of the employee, he or she must report back as soon as possible after the expiration of the 8-hour period.

After a period of service of 31-180 days, the person must submit a written or verbal application for reemployment with the employer no later than 14 days after the completion of the period of service. If submitting the application within 14 days is

impossible or unreasonable through no fault of the employee, he or she must submit the application as soon as possible thereafter.

After a period of service of 181 days or more, the person must submit an application for reemployment no later than 90 days after completion of the period of service. These deadlines to report to work or apply for reemployment can be extended up to two years to accommodate a period during which a person was hospitalized for or convalescing from an injury or illness that occurred or was aggravated during a period of military service.

In either case, the person does not automatically forfeit the right to reemployment, but will be "subject to the conduct rules, established policy, and general practices of the employer pertaining to explanations and discipline with respect to absence from scheduled work." Re-employment rights under USERRA extends to employees for up to five year of military service (consecutive or intermittent).

14.06 INJURY LEAVE

All City employees have a responsibility to practice safe working procedures at all times. All City efforts should accentuate the prevention of "on-the-job" injuries. In the event of an on-the-job injury, the following policy and procedures will be implemented.

A. Light/Restricted Duty

1. For the purpose of this guideline, "light/restricted duty" is defined as available temporary, productive work for which an employee who has been injured on the job is physically and mentally able to perform within the medical restrictions established by the primary treating physician.
2. When an employee is injured on the job, his/her Department Head will determine whether light/restricted duty, within the employee's medical limitations, is available in the Department where the employee was injured. All efforts will be made to provide light/restricted duty immediately for the employee.
3. If no light/restricted duty is available in the injured employee's Department, efforts will be made by the Department Head, Human Resources Department and Risk Management to find such work in other city Departments. If no light/restricted duty is immediately available in other City Departments, the injured employee will be subject to "call to light/restricted duty" and will be notified if a light/restricted-duty situation subsequently arises or if the employee's medical condition changes.

B. Light/Restricted Duty-Time Limit

1. An employee may not perform light/restricted duty for more than six

months, unless otherwise required by law.

2. If, while on light/restricted duty, the employee is able to return to his or her regular position, with or without reasonable accommodation, the employee will be removed from light/restricted duty and returned to his/her regular position.
3. If the employee is not able to return to his or her regular position, with or without reasonable accommodation, within six months, the City will determine if there are any open positions for which the employee is qualified and is able to perform with or without reasonable accommodation. If no such open position exists, the employee may be terminated.

C. Injury Pay While on Light/Restricted Duty

The injured employee will be paid the hourly wage he/she was earning at the time of the injury while he/she is working on light/restricted duty, regardless of whether the restricted duty actually performed is paid at a rate higher or lower than his/her hourly wage rate at the time of the injury. If the primary treating physician limits the injured employee's restricted duty to less than eight (8) hours per day, the City will pay only for those hours actually worked. The injured employee may be eligible for temporary, partial worker's compensation benefits, which involve completion of required forms on a timely basis. Any annual wage increases or promotional increases earned by the injured employee while on light/restricted duty will be paid to the employee, in accordance with the applicable bargaining agreement. Non-represented employees will be entitled to a pay increase, provided his/her Department Head has evaluated and recommended a wage increase. If the Department Head cannot evaluate the employee for whatever reason, the injured employee will be evaluated, within a reasonable time, when and if he/she returns to regular duty.

D. Injury Leave Pay When No Light/Restricted Duty Available

1. If no light/restricted duty is available, or if the injured employee cannot physically or otherwise perform the available restricted duty, the employee may receive the worker's compensation benefits granted by law.

2. The employee will have the option to use his/her accumulated sick and/or vacation time to supplement worker's compensation benefits, up to the maximum of the employee's weekly gross, straight time pay. At no time can the total received by the employee through workers' compensation and leave pay exceed the employee's regular weekly pay.

E. Light/Restricted Duty Refused

If light/restricted duty offered to the injured employee is within the medical limitations established by the primary treating physician and the injured employee refuses to work, the payment of the employee's health care benefits (medical and dental) by the City will cease. Additionally, the affected employee may lose the option of supplementing his/her worker's compensation benefits with accrued sick and/or vacation pay. Note: This does not affect employees eligible under FMLA.

F. Primary Physician

The City retains the right to choose the primary treating physician for the injured employee. If the employee desires to be treated by another physician or desires a second opinion, the City will make reasonable accommodations to provide such service. Regular, straight time wages will be paid to an injured employee when he/she initially visits the physician for diagnostic evaluation. These wages will be paid only if the injured employee visits the physician immediately after the on- the-job injury. Any visits, after the initial visit, will be charged, at the employee's option, against the employee's accumulated sick or vacation leave balance or workers' compensation. All physician appointments will be made by an authorized City representative. Any physician appointments or medical treatment not authorized in advance by the City will be the financial responsibility of the employee. Any pre-paid scheduled medical visit not kept by the employee will be charged to the employee unless notification is provided to Risk Management the day before the scheduled appointment.

G. Fringe Benefits

All normal employee fringe benefits commonly granted to other regular employees will be extended to employees while recovering from an "on-the-job" injury for a period of up to six (6) months, unless an injured employee refuses restricted duty (See Section E above). The date of fringe benefit expiration is calculated as six (6) months from the date of accident, if no restricted duty classification has been determined by the primary treating physician, or six (6) months from the date of the start of a restricted duty, whichever is greater. Normal employee contributions for dependent health and dental insurance care, as well as others that may be in existence, will continue to be the responsibility of the employee.

14.07 EDUCATIONAL LEAVE

A. A full-time, regular employee may be given educational leave with full pay or partial pay for the purpose of taking courses directly related to his/her work as determined by the appropriate department head and approved by the Appointing Authority. Requests for such leave must be authorized in advance and may not exceed a total of twenty (20) workdays in any one (1) calendar year, except as may be approved by the Appointing Authority.

B. An employee may be granted leave with pay while taking examinations before a Federal, State, or other governmental agency, provided such examinations are pertinent to City employment and authorized by the City.

14.08 VOTING LEAVE

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During a primary or general election, an employee who is registered to vote whose hours at work do not allow sufficient time for voting, may be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regularly scheduled work period, it will be considered sufficient time for voting.

14.09 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by specific grant of leave of absence under the provisions of these rules or through disciplinary action shall be deemed to be an absence without leave. In the absence of any disciplinary action, an employee who absents himself/herself for three (3) consecutive working days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant and approval is given by the Appointing Authority.

14.10 FAMILY AND MEDICAL LEAVE POLICY (FMLA)

The City provides leave according to the Family and Medical Leave Act of 1993 (FMLA), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, an employee must: (1) have worked for the City for at least 12 months, though it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site that has 50 or more employees within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact the Human Resources Department.

Leave Policy

If eligible, an employee may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While an employee is on FMLA leave, the City will maintain the employee's group health insurance coverage at the same level and under the same circumstances as when the employee was actively working, as explained more fully under the section titled, Medical and Other Benefits. Upon returning from approved FMLA leave, the employee has the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by law.

Leave Entitlement

An employee may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which is defined using a "rolling" method that is measured backward from the date the employee uses any FMLA leave for any of the following reasons:

1. the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);

2. the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);

3. to care for a spouse, son, daughter or parent with a serious health condition;

4. to care for the employee's own serious health condition, which renders the employee unable to perform any of the essential functions of his or her position; or

5. "qualifying exigencies" related to, or affected by a family member's call to "covered active duty" (see definitions below);

An employee may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that the employee takes FMLA leave, for the employee to care for a "covered service member" who is the employee's spouse, son or daughter, parent or next of kin, and who has a "serious injury or illness" incurred or aggravated in the line of duty while on active duty (see definitions below). "Next of kin" is defined as the closest blood relative to the injured or recovering service member. This type of leave, called "Military Caregiver" or "Covered Service Member Leave," may extend up to 26 weeks in a single 12-month period. Any unused portion of the 26 weeks will be forfeited at the end of the 12 month period. The leave entitlement is available one time per-covered-service member and per-injury. Furthermore, an eligible employee is only entitled to a combined total of 26 workweeks of leave for any family medical leave qualifying reason during the single 12 month period, and no more than 12 weeks of leave may be used for leave which would normally be entitled to a maximum of 12 weeks in a 12 month period. Unless otherwise specified, all procedures and terms applicable to 12 weeks of FMLA leave above also apply to Military Caregiver Leave.

Both Spouses Employed by the City

Spouses who are both employed by the City and eligible for FMLA leave may be limited to a:

Combined total of 12 weeks of leave during the 12-month period if leave is requested:

for the birth of a son or daughter and in order to care for such son or daughter;

for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or

to care for an employee's parent with a serious health condition.

Combined total of 26 weeks in a single 12-month period if the leave is either for:

military caregiver leave; or

a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

Notice of Leave

If an employee's need for FMLA leave is foreseeable, the employee must give the City at least 30 days' prior written notice. If this is not possible, the employee must at least give notice as soon as practicable (within one to two business days of learning of the need for leave). Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if an employee is planning a medical treatment or a series of treatments or taking military caregiver leave, the employee must consult with the City first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and the City.

Where the need for leave is not foreseeable, the employee is expected to notify the City within one to two business days of learning of the need for leave, except in extraordinary circumstances. The City has Family and Medical Leave Act request forms available from the Human Resources Department. Please submit a written request, using this form, when requesting leave.

Certification of Need for Leave

If an employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. An employee may obtain Medical Certification forms from the Human Resources Department. When an employee requests leave, the City will notify him or her of the requirement for medical certification and when it is due (at least 15 days after the request for leave). If the employee provides at least 30 days' notice of medical leave, the employee should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The City, at its expense, may require an examination by a second health care provider designated by the City. If the second health care provider's opinion conflicts with the original medical certification, the City, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The City may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

The City also reserves the right to require certification from a covered military member's health care provider if an employee is requesting military caregiver leave and certification in connection with military exigency leave.

Reporting While on Leave

If an employee takes leave because of his or her own serious health condition or to care for a covered relation, the employee must contact the City at least every 30 days regarding the status of the condition and the employee's intention to return to work. In addition, the employee must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid

FMLA leave is unpaid. An employee may substitute any accrued and unused vacation, personal leave or sick leave for unpaid FMLA leave as described below:

If an employee requests leave because of a birth, adoption or foster care placement of a child, any accrued and unused paid leave will first be substituted for unpaid family/medical leave and run concurrently with your FMLA leave.

If an employee requests leave because of his or her own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal leave or sick leave will substituted for any unpaid family/medical leave and run concurrently with your FMLA leave.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in the employee's receipt of more than 100% of his or her salary. FMLA leave runs concurrently with other types of leave, for example, accrued vacation time that is substituted for unpaid FMLA leave.

Medical and Other Benefits

During approved FMLA leave, the City will maintain the employee's health benefits as if he or she continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, the City will pay the employee's contribution, but the employee must make payment for dependent coverage, either in person or by mail. The payment must be received in the Accounting Department by the 15th day of each month. If the payment is more than 30 days late, the dependent's health care coverage may be dropped for the duration of the leave. The City will provide 15 days notification prior to the employee's loss of coverage.

After the expiration of the unpaid FMLA leave, the employee shall make payment for his or her coverage and dependent coverage, either in person or by mail, if the employee remains on the City's payroll. The payment must be received in the Accounting Department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped. The City will provide 15 days notification prior to the loss of coverage. Nothing in this paragraph shall be construed to guarantee any employee's employment beyond the duration of the legally required FMLA leave.

If the employee chooses not to return to work for any reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Exemption for Key Employees

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of the City. This fact-specific determination will be made by the City on a case-by-case basis. The City will notify the employee if the employee qualifies as a key employee, if the City intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave, the City may temporarily transfer the employee to an available alternative position that better accommodates the employee's leave schedule and has equivalent pay and benefits.

Returning From Leave

If an employee takes leave because of the employee's own serious health condition (except if the employee is taking intermittent leave), the employee is required, as are all employees returning from other types of medical leave, to provide medical certification that the employee is fit to resume work. Otherwise, the employee will not be permitted to resume work until it is provided.

Definitions

For purposes of this policy:

A "**serious medical condition**" means an illness, injury or impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to

pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

A "**serious injury or illness**" as it relates to military caregiver leave means:

> (A) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
>
> (B) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described in paragraph (15)(B), means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

"**Covered active duty**" means:

> (A) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
>
> (B) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

A "**covered service member**" is:

> (A) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
>
> (B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

A "**qualifying exigency**" is leave for employees who is the spouse, son, daughter or parent of a member of the regular Armed Services, the National Guard, or the Reserves, or retired military or the Reserves, who is on "covered active duty," or who has been notified of an impending call or order to covered active duty. The "qualifying exigency" covers needed leave for any of the following issues related to a family member's covered active duty or call to covered active duty:

Short-notice deployment occurring seven or less days after notice

Military events and activities

Child care and school activities

Financial and legal arrangements

Counseling

Rest and recuperation (maximum of 5 days for each instance)

Post-deployment activities

Additional activities that arise out of covered active duty, provided that the Company and you agree, including agreement on timing and duration of the leave.

An employee is eligible for exigency leave as soon as the employee's family member receives the deployment or call-up notice.

A **"son or daughter,"** for purposes of both Military Caregiver and Qualified Exigency leave related to a "son or daughter," the son or daughter does not have to be a minor.

14.11 DOMESTIC VIOLENCE LEAVE

Purpose: To comply with Florida Law (F.S. §741.313) requiring employers to provide leave to victims of domestic violence.

A. Policy

Employees who have been employed three or more months, may take up to three working days of leave within a 12-month period if the employee or a family or household member is the victim of domestic violence which includes assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in the physical injury or death of one family or household member by another family or household member and if the leave is sought for specific reasons related to the domestic violence.

B. Leave Requirements

Leave may be taken to:

a. Seek an injunction for protection against domestic violence, repeated violence, dating violence, or sexual violence;

b. Obtain medical care or mental health counseling for the employee or family member to address physical or psychological injuries resulting from the domestic violence;

c. Make the employee's home secure from the domestic violence perpetrator or to seek new housing to escape the perpetrator; or

d. Seek legal assistance to address issues arising from the domestic violence and to attend and prepare for court-related proceedings arising from the domestic violence.

C. Employee Requirements

You must give 24 hours advance notice of the need for leave unless there is imminent danger perceived by the employee or the employee's family or household member. All employees using leave under this section must provide sufficient documentation of the need for leave at the time of notice. Employees seeking leave when imminent danger is present must provide sufficient documentation within three work days of the employee's return from leave.

Examples of documentation include: copy of police report, order of protection, injunction, medical report or receipt for services or goods received.

An employee seeking leave under this section must, before receiving leave, exhaust all annual (vacation) leave, personal leave, and sick leave, if applicable, which is available to the employee.

SECTION 15

PHYSICAL EXAMINATION/TESTING PROCEDURES

15.01 PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

Qualification standards shall be established for all positions in the Classified and Unclassified Service. All offers of employment may be conditioned upon a medical examination if the City determines such examination to be job-related and consistent with business necessity.

15.02 PRE-EMPLOYMENT DRUG TESTING

The City reserves the right to require any employee, at the City's expense, to have a medical examination by a doctor of the City's choice which may include, at the City's discretion, drug and controlled substance screening. One of the purposes of such medical examinations is to determine the use and/or abuse of controlled drugs or other substances. Medical examinations may also be used to determine the physical capabilities of the employee relative to the position held or applied for.

15.03 DRUG-FREE WORKPLACE

The City is a drug-free workplace, and conducts drug testing in accordance with applicable law. The City of Fort Pierce conducts the following types of drug/alcohol testing, in accordance with the provisions of the Florida Drug-Free Workplace Act and Florida Drug-Free Workplace Program requirements (F.S. §112.0455 and §440.102 et seq) and the United States Department of Transportation regulations governing drivers of commercial motor vehicles, as follows:

A. Applicants for Part-Time, Temporary, or Full-Time Positions who have been made an offer of employment conditioned upon successfully passing an employment screening examination, will be tested for the presence of alcohol and illegal drugs, as part of the post-offer requirements. Final employment offers will not be made until the drug/alcohol test has been administered and the results are known. Candidates who have a confirmed positive test for alcohol or illegal drugs will not be hired by the City.

B. Reasonable-Suspicion Testing: The City may require an employee to undergo testing when there is a reasonable suspicion to believe that the employee has possessed, used, distributed, or been under the influence of illegal drugs or alcohol in violation of this policy. A reasonable suspicion is suspicion which is based on facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is required. A supervisor may suspect that an employee is using or is under the influence of illegal drugs or alcohol by observing certain symptoms or behavior, including, but not limited to:

1. Excessive absenteeism or chronic lateness.

2. Drowsiness or sleepiness.
3. Alcohol on breath.
4. Slurred or incoherent speech.
5. Aggressive behavior.
6. Unexplained change in mood.
7. Lack of manual dexterity or coordination.
8. Arrest for drug or alcohol related crime.
9. Documented trustworthy information received from a third party.
10. Abnormal behavior while at work or a significant deterioration in work performance.
11. Evidence that the employee has tampered with a drug test.

C. On-the-Job Injury/On-the-Job Motor Vehicle Collision Testing: Employees who cause, contribute, or are involved in an on-the-job injury will undergo a Urine Drug Screen at the time medical treatment is administered. Additionally, an alcohol screen may be required, as deemed necessary by the City's Human Resources Director based upon the facts relating to the incident.

Employees operating a City vehicle involved in a motor vehicle collision will be tested as follows:
Drivers of commercial motor vehicles that require a commercial driver license, will undergo drug and alcohol testing in accordance with controlling law if involved in an on-the job motor vehicle collision while operating a city vehicle.
Drivers of non-commercial vehicles will undergo drug and alcohol testing pursuant to controlling law and criteria established by the United States Department of Health and Human Services if involved in an on-the-job motor vehicle collision while operating a City vehicle. This may include: testing of urine, hair, blood and other body specimens that are appropriate for drug and alcohol testing at the time of the accident.
All testing will be administered immediately following the motor vehicle collision, or as soon as possible. Employees shall not drive a City vehicle until results from the drug/alcohol screening facility are received and the City is notified of the employee's cleared status. The employee may return to work prior to the receipt of the results of the drug/alcohol screen but are not allowed to drive or operate a City vehicle.

D. Testing for Drivers of Commercial Motor Vehicles Involved in Accidents: Drivers of commercial motor vehicles who are charged with a traffic citation for an accident or who are operating a commercial motor vehicle involved in an accident in which a fatality occurs (whether charged or not) are subject to drug/alcohol testing.

E. Random Testing for Operators of Commercial Motor Vehicles: Employees whose job duties require a Commercial Driver's License (CDL) for operation of a commercial motor vehicle will be selected in an unbiased manner, randomly throughout the year, for drug and alcohol testing, as follows: 10% of the operators of commercial motor vehicles will be tested for

alcohol annually and 50% of the operators of commercial motor vehicles will be tested for drugs annually.

F. Routine Fitness-for-Duty Testing: Employees may be drug tested as part of any routinely scheduled employee fitness-for-duty medical examination.

G. Follow-up and Return to Duty Testing: Employees who have failed a drug/alcohol test and are permitted by the City to return to work after completing treatment for alcohol or drug abuse will be tested prior to returning to work and will be subject to unannounced follow-up testing on a quarterly, semi-annual, or annual basis for a period up to two years, or for a period of up to sixty months for drivers of commercial motor vehicles (with at least six tests conducted within the first twelve months following return to work).

H. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, or as deemed necessary by the City.

15.04 MEDICAL MARIJUANA AND CANNABIDIOL (CBD) OIL

A. While recent changes in Florida law allows for medical use of marijuana by individuals with certain qualifying medical conditions, marijuana nevertheless remains an illegal Schedule I drug under federal law (The Controlled Substances Act). In other words, the use of marijuana, whether for medical or recreational purposes is still illegal under federal law, and under current Florida law the City is not required to accommodate the medical use of marijuana (regardless of whether such use is on or off the job) or accommodate any employee working under the influence of medical marijuana.

B. CBD currently unregulated, and packaging labels for these products may say there is no or low amounts of THC (Tetrahydrocannabinol), when in fact, they may contain enough to be detected during a drug screen.

Therefore, it is important that City employees understand that the use of medical marijuana ~~and~~ or CBD products (or any other type of marijuana -containing substance), whether obtained through a prescription or not, can result in a positive drug screen, and will continue to be considered a violation of the City's ~~current~~ Drug Free Workplace Policy and result in disciplinary action in accordance with said Policy.

SECTION 16

SAFETY

16.01 ACCIDENT PREVENTION

Department Heads, supervisors, and employees must recognize their responsibility for a successful safety program and will participate in the development, implementation, and improvement of this program. Supervisors must have a continuing concern with all possible operational economies. Inadequate safety training and improper equipment handling and neglect can increase costs, cause accidents, and reduce available manpower.

16.02 ACCIDENT REPORTING

A. Employees are required to immediately report to their supervisor all injuries that occur on the job. Delay in reporting injury can cause complication of the injury and delayed recovery.

B. In the case of vehicular accidents, the appropriate law enforcement agency shall be notified immediately. A copy of the police report will be obtained and forwarded to the Risk Manager within 24 hours.

C. Employees who comply with this policy by reporting injuries to themselves or their co-employees shall not be subject to discipline or other adverse action as a result of making such report. Employees who believe they have been subject to adverse action as a result of making a First Report of Injury under this Section may utilize the procedures set forth in Section 24.02 of these Rules and Regulations, Employee Grievances and Appeals, to the extent applicable. Nothing in this paragraph shall alter or limit the City's right to issue discipline consistent with Section 10. Code of Conduct and Disciplinary Actions, on the basis of any employee conduct other than the reporting of the first notice of injury, including but not limited to failure to adequately observe safety procedures, failure to remain diligent during the performance of employment-related duties and horseplay which resulted in such injury.

16.03 WORKER'S COMPENSATION

Payment of Worker's Compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties with the City will be governed by the Florida State Worker's Compensation Law procedures and the City's Policy of Injury Leave. (Section 14.06)

16.04 SAFETY INCENTIVE PROGRAM

City employees shall be encouraged to participate in a Safety Incentive Awards Program that may vary from year to year, depending upon the funds available, and approval by the Appointing Authority, on recommendation of the Risk Manager and ~~Director of~~ the Human Resources Director.

16.05 WORKPLACE VIOLENCE PREVENTION POLICY OBJECTIVE**:**

A. The City of Fort Pierce is committed to preventing workplace violence and to maintaining a safe work environment and has adopted the following rules to deal with intimidation, harassment, or other threats of violence or acts of violence that may occur during business hours or on City premises. This policy applies to all City employees, of any type or status, including temporary employees.

B. PROHIBITED CONDUCT:

1. The City does not tolerate any type of workplace violence committed by or against employees or any other individual on City premises. Employees are prohibited from making threats or engaging in violent activities.
2. All employees shall be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on City premises without proper authorization, such as the firearms of sworn law enforcement personnel. Employees with a **valid** concealed weapons permit may carry a weapon in their vehicle, but under no circumstances is the employee allowed to bring the weapon into City buildings or display/remove it from their vehicle while on City premises.
3. Conduct that threatens, intimidates, or coerces another employee, a customer/vendor, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based upon an individual's gender, race, religion, age, or any characteristic protected by federal, state, or local law.
4. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on City premises without proper authorization, such as in the case of sworn police officers in connection with their official duties. Employees may keep a lawfully possessed weapon or firearm locked inside their private vehicle in a City parking lot in accordance with controlling law. Employees are not permitted to bring weapons into any City vehicle at any time (even if an employee has a valid concealed weapons permit), excluding sworn police officers who carry weapons in connection with their official duties. Employees are prohibited from carrying or having in their possession a weapon at any time while performing services on behalf of the City whether on or off City property, excluding sworn police officers who carry weapons in connection with their official duties.

5. The following list of behaviors, while not inclusive, provides examples of prohibited conduct:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to a person, or subjects a person to emotional distress;
- Intentionally damaging employer property or property of another employee; or a member of the public while on City property;
- Display or use of a weapon while on City premises or possession of a weapon at any time while performing services on behalf of the City; except sworn police officers in connection with their official duties or as allowed in accordance with controlling law;
- Committing acts of sexual harassment or domestic violence.

SECTION 17

RECORDS AND REPORTS

17.01 RESPONSIBILITY

All official personnel records shall be maintained and controlled under the supervision and direction of the Human Resources Director.

17.02 RECORDS

A. All personnel records and all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the City. Consistent with the Public Records Act, the Appointing Authority is vested with discretion relating to the use, maintenance, and disposition of such records and material and as to whether or not any information contained therein may be disclosed, in accordance with court rulings.

B. Employees must keep their personnel records current. This means notifying the Human Resources Department of any change of telephone number, change of beneficiary, number of dependents, divorce, marriage or any change not previously reported. This is the responsibility of the employee and failure to comply may result in loss of employee benefits and disciplinary action.

C. The City should be informed of any special training course completed by an employee. Copies of diplomas or certificates should be forwarded to become a permanent addition to the employee's personnel file. Each employee is responsible for ensuring that the Human Resources Director is aware of and receives commendations, diplomas, certificates, license and other documents the employee wishes to have placed in his or her personnel file.

D. Employees shall have access to their Personnel files on the City's premises when in the presence of an authorized representative of the City.

SECTION 18

ATTENDANCE AND OVERTIME

18.01 HOURS OF WORK

The Appointing Authority shall establish the hours of work in accordance with the needs of the City service and the needs of the public. Employees are responsible for accurately recording all hours worked, including any time spent working remotely. Employees must accurately record their start and stop time, and the time spent on unpaid meal breaks each day. Employees may not perform any work before clocking in or after clocking out, and should not arrive at their work station prior to the start of their shift, absent supervisory permission. Employees are strictly forbidden from performing work "off the clock".

18.02 ATTENDANCE

An employee shall be in attendance at regular work in accordance with these rules and general departmental regulations. Employees must accurately record their start and stop time, and time spent on unpaid meal breaks each day.

18.03 OVERTIME

Employees may not work overtime without approval from their department head. In any department, overtime will be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting unusual workloads or deadlines in accordance with guidelines approved by the Appointing Authority.

18.04 COMPENSATION FOR OVERTIME

A. All overtime shall be at the rate of one and one half (1 ½) times the employee's regular wage rate. If an employee works overtime without supervisory permission, the employee will still be paid for that time, however, will be subject to disciplinary action for working without permission.

B. Overtime is computed as time worked over forty (40) hours in a work week or hours worked over the number declared in the work cycle by the Appointing Authority, with the exception of part-time police work. Holidays will ~~not~~ be considered as time worked for computing overtime.

18.05 EXEMPT EMPLOYEES

A. The Classified and Pay Plan shall prescribe groups of classes or types of positions which are exempt from overtime provisions.

B. Any employee who is filling an executive, administrative, professional, or supervisory position as designated in the Classification and Pay Plan, and in accordance with Fair Labor Standards Act, shall not be eligible for overtime.

C. Exempt employees are paid a salary for all hours worked, including those worked in excess of 40 during a work week. Exempt employee are not required to record their hours worked, but are required to adhere to their scheduled hours of work. Exempt employees may not be absent from work or any portion of their shift, without supervisory permission.

18.06 PAYROLL ERRORS

The City is committed to complying with all federal and state laws regarding payment of wages. If the City makes a mistake in calculating an employee's pay or withholdings, or improperly deducting pay, any such mistake is inadvertent and not intentional. The City wishes to correct any errors in calculating pay and making deductions. If an employee is or becomes aware of any such mistake or error, the employee should contact the Director of Human Resources immediately. The employee will be required to put his/her concerns in writing so that the City can investigate the possible error and make any corrections required by law.

18.07 STANDBY DUTY

A. Standby duty shall be granted only upon the request of the Department Head and approval of the Appointing Authority.

B. An employee on standby duty will be required to be available for call at any time during this standby duty period.

C. Employees assigned to standby duty shall be compensated as defined by the employee's respective bargaining agreement.

SECTION 19

MISCELLANEOUS RULES & BENEFITS

19.01 VEHICLES

Some employees, because of the nature of their work, may be issued and are responsible for a vehicle, which they are authorized to drive solely to and from work, to conduct official business and to drive during their lunch period. Such vehicles shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly. Abuse of this policy will result in withdrawal of the vehicle and appropriate disciplinary action may be taken.

Use of City Vehicles or Privately Owned Vehicles on City Business

A. City-owned vehicles shall not be used for personal business or pleasure. No City vehicle shall be used to transport passengers who are non-employees without prior supervisory approval.

B. An employee driving a City vehicle, or a personal vehicle for City business, shall have in his/her possession a valid Florida driver's license with appropriate endorsements for the type of vehicle or equipment being operated. An employee who operates a vehicle on behalf of the City has a responsibility to immediately report the loss or suspension of his/her driver's license to his/her supervisor.

C. For those City vehicles assigned to an employee on a 24-hour basis, off-street parking should be provided when the vehicle is taken to a place of residence. Before a City vehicle can be driven to and from work, an employee shall obtain approval from his/her Department Head.

D. If a City vehicle is involved in an accident, the employee shall immediately notify the appropriate law enforcement agency and the employee's Department Head or designee. The Departmental Head or designee will contact and forward the vehicle accident report to Risk Management within twenty-four (24) hours of the accident or the first business day after the accident.

E. An employee operating a City vehicle or a personal vehicle in the performance of duties is expected to drive safely and comply with all traffic laws of the State of Florida Department of Transportation, including the use of seat belts when the vehicle is so equipped. All employees riding as passengers are also expected to use seat belts at all times. The use of cellular phones, personal digital assistant devices (PDA), personal computers, MP3 players, compact disc players, radios and other electronic devices while operating a vehicle or equipment is prohibited except in the performance of required job duties.

F. Employees who are in classifications or positions that require the use of their personal vehicle to carry out assigned duties and who qualify for "dedicated" vehicle and mileage allowance, are responsible for maintaining $100,000 automobile liability, $50,000 property damage, and personal injury insurance coverage.

G. The City may provide take-home vehicles, whenever fiscally or administratively feasible, to staff as needed. In order to be eligible for a taker-home vehicle, employees must reside within ten (10) miles of the City Limits of the City of Fort Pierce and all points within St. Lucie County.

H. An employee who receives a car allowance from the City may not also use a City vehicle to conduct City business. An employee who is assigned a City vehicle to conduct City business may not also receive a car allowance. If an employee has a temporary change in usage, the department head must be notified so any appropriate payroll adjustments can be made.

19.02 PENSION PLAN

The City will provide a pension plan for all qualified employees to guarantee a monthly life income after their retirement. Details of the plan are maintained by the Finance Director.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

The deferred retirement option program, hereinafter referred to as the DROP, is a program under which an eligible member of the retirement system may elect to retire, participate, and become a retirant of the retirement system, deferring receipt of retirement benefits while continuing employment with the participating employer.

Any member who is eligible to receive a normal retirement annuity and is employed by a participating employer may participate in the DROP and there is no break in service between the member's last working day as an employee and first day as a retire member and DROP participant. Details of the plan are maintained by the Finance Director.

The total years of participation in the DROP shall not exceed five (5) years.

19.03 INSURANCE BENEFITS

Hospitalization and medical insurance are available at the completion of a required waiting period of ninety (90) calendar days from the first of the following month after employment, for all employees working twenty-five (25) hours or more each week. The City pays the majority of the cost (90%) of the employee's coverage; optional coverage for dependents is shared by the City and employee. Life and

accidental death insurance are also available for City employees. Please refer to the summary plan description for details.

19.04 DEDUCTIONS

Federal withholding tax, retirement, garnishments and Social Security are deducted from paychecks in accordance with law. Any other deductions, including group insurance, United Way, Credit Union deductions, etc., are made only by written request of the employee.

19.05 USE OF ELECRONIC EQUIPMENT, TELEPHONE CALLS AND CALLERS

The City is committed to providing the best possible service to our citizens. The City provides this service by making use of the most modern office equipment available including faxes, electronic mail systems (E-Mail), voice mail systems and computer generated Internet access. Office equipment has been installed solely for the purpose of promoting the business interests of the City and all office equipment is the property of the City of Fort Pierce. Use of a password for entrance into any electronic system does not mean the information is limited to personal use, but rather all such information remains City property and is at all times accessible to the City. Accordingly, it is the City's policy that any and all office equipment, including, but not limited to, data processing, computer information, E-mail and voice mail systems, is to be used for business purposes only. This equipment should not be put to personal use.

The use of all office equipment including, but not limited to data processing devices, computer information systems, E-Mail systems and voice mail systems is subject to monitoring at any time, with or without notice, at management's sole discretion. The City's computer system is set up so that E-Mail messages may not be destroyed upon deletion. Deleted E-Mail messages may be stored in another electronic location upon deletion. E-Mail messages may be read by management for quality assurance purposes or other legitimate reasons and should only be used for business purposes.

As with all office communication devices, employees are prohibited from using the Internet or the E-Mail system to communicate any improper communication, including but not limited to personal messages, inappropriate comments or jokes, cartoons, or any other communications which are derogatory, obscene or offensive. Additionally, employees are prohibited from using the E-Mail system or other office equipment for the purpose of soliciting or distributing for any cause, group, enterprise or organization. Persons not employed by the City are prohibited from using the City's office equipment for any purpose.

Employees are not expected to receive personal visitors or telephone calls at the office, except in the case of an emergency; if a personal call is necessary, the time must be limited. A violation of any provision of this policy will result in disciplinary action up to and including discharge.

19.06 REMOTE ACCESS AND CELL PHONES

Employees may not remotely access the City's computer or email system without prior approval. Employees who are given access to the City's computer or email system must take all reasonable steps necessary to secure such information and access.

Employee who access information must not do so when off-the-clock or otherwise not being paid. Non-exempt employees who are granted remote access to the computer or email system must record all time the employee spends performing work, including reading and responding to emails.

If an employee uses his/her own device to access the computer or email system and conduct City business, the employee's personal device may be subject to review and monitoring. Employees do not have an expectation of privacy in any communication made in the course of the City's business even if such communication is made from a personal device.

If an employee is provided a cell phone, tablet, pager, lap top or other device as part of their employment, such device remains the property of the City and is subject to monitoring at any time. Employees do not have an expectation of privacy as to any information stored on a City device or equipment, including any personal information. If an employee uses a City device or equipment for personal use, the employee's personal information on that device or equipment may be subject to review or monitoring.

19.07 REST PERIODS

Two (2) fifteen (15) minute rest periods (a.m. and p.m.) may be authorized if they do not disturb the normal operations of the City. These rest periods will be taken, if authorized, at the work site. Leaving the work site requires prior approval. Time for rest periods is not cumulative and will be considered lost if not taken at the proper time.

19.08 TRAVEL AND OTHER EXPENSES

A. Travel: Out of town travel on business by employees of the City must be approved by the Appointing Authority. Local attendance at conferences, conventions, and meetings shall be limited to the number of persons necessary to cover the meeting adequately and must also be approved by the Department Head.

B. Transportation: Expenses for transportation will be paid upon presentation of a paid receipt or invoice from the carrier. The type of transportation used shall be that which is most beneficial to the City, considering the length of travel, time to travel, destination, and mission to be performed. Time away from the job shall be

an important consideration. Travel by private vehicles may be used for travel, provided it is in the best interest of the City. Reimbursement for use of personal car shall be at the rate established per mile; provided however, that such reimbursement shall not exceed the cost of a round trip tourist rate airplane ticket. The reimbursement rate represents the total payment for the use of private vehicles. Additional payments for such items as insurance and gasoline will not be approved. If an employee has the use of a City vehicle, the employee will not be reimbursed for using his or her personal vehicle unless required to do so by the employee's department head.

C. Registration Fees: Expenses for registration fees for conferences, short courses, school, etc., will be paid upon presentation of a paid receipt or invoice from the sponsoring agency.

D. Meals, Lodging, and Miscellaneous Expenses: Reimbursement will be made for all necessary out-of-pocket expenses as follows:

1. Lodging: Actual expenses for lodging at a single occupancy rate. Paid receipts must be obtained and submitted for all lodging expenses.
2. Meals: Reimbursement will be made for meals in accordance with City policy.
3. Incidental Expenses: Some incidental expenses will also be paid in accordance with city policy, such as taxi, bus, tolls, baggage handling, etc.

E. Cash Allowance: Persons traveling may secure an advance cash allowance to assist in meeting travel expenses, provided a proper authorization is presented with the approval of the Appointing Authority.

F. Family Travel: In the event an employee's spouse and/or children accompany the traveler on an official business trip, the employee can only receive reimbursement for those charges incurred by him/her. Any additional charges for accommodations, meals, and travel for family members are not reimbursable by the City.

G. Expense Statements: Employees traveling shall file an appropriate expense statement as soon as practicable, but not later than five (5) working days after returning. Receipts are to be presented for designated expense items. Other documentation must be presented. The expense statement is subject to review by the Appointing Authority.

19.09 SMOKING AND E-CIGARETTES

Smoking cigarettes, cloves or cigars, use of e-cigarettes or vaping is prohibited in a City vehicle. ~~or within 50~~ 100 ~~feet of the entrance to any City building or outdoor elevator while on duty~~.

Employees who choose to smoke while at work may do so during designated breaks only in designated smoking areas outside of City buildings or at least one hundred (100) feet away from City worksites, building entrances, elevators and storage areas of flammable substances. If employees are provided breaks, employees who chose to smoke will be provided the same breaks and will not be provided additional breaks. Individuals who choose to smoke or use tobacco products are responsible for ensuring that cigarette butts and other byproducts are properly disposed of and do not become litter.

SECTION 20

POSITION CLASSIFICATION PLAN

20.01 PURPOSE

The City maintains a Position Classification Plan. The City has the authority and discretion to reclassify positions as necessary.

A. If an employee's position is reclassified to a higher level class, the employee may be required to undergo prescribed testing.

B. If an employee's position is reclassified within the same pay grade, the employee shall receive a new change in title.

C. If an employee's position is reclassified to a lower pay grade, the employee will have the opportunity to transfer to a vacancy in the same original classification in the same or other department, if a vacancy exists.

SECTION 21

COMPENSATION PLAN-SALARY SCHEDULE

21.01 PURPOSE

The Compensation Plan is directly related to the Classification Plan and provides the basis of compensation for employees of the City. The Salary Schedule is constructed to reflect the following:

A. Relative difficulty and responsibility existing between the classes of work within the City.

B. Prevailing rates of pay for similar types of work in the labor market from which the City's employees are recruited.

21.02 ADOPTION AND AMENDMENT

The Compensation Plan shall be approved by the Appointing Authority and the City Commission. Amendments to the Plan shall be considered when changes of responsibilities of work or classes, availability of labor, prevailing rates or pay, the City's financial condition and policies, or other pertinent economic considerations warrant such action.

21.03 PERFORMANCE SALARY AND SPECIAL INCREASES

A. Salary increases are not intended to be automatic, but are to be earned and based upon job performance.

B. Employees will become eligible for consideration for a salary increase at one (1) year intervals. In unusual circumstances, the Appointing Authority may approve a salary increase at less than one year intervals to reward extraordinary performance.

C. Approved salary increases will be effective at the beginning of the next pay period after the employee has been approved for an increase.

D. The Appointing Authority may approve special increases to correct pay inequities.

21.04 PROMOTIONAL INCREASES

A. A promotion occurs when an employee is moved from one position in one class to another position in a different class which has a higher maximum salary.

B. A promoted employee will receive a salary increase to the minimum rate of the new pay grade or up to 10% of his/her prior salary, whichever is greater, within a period of sixty (60) days from the date of promotion as approved by the Appointing Authority, absent special circumstances.

21.05 DEMOTION

A. An employee may be demoted to a position of lower grade for any of the following reasons:

1. When an employee would otherwise be laid off because the position is being abolished; because the position is being reclassified to a lower pay grade, or due to lack of work or funds.
2. When an employee does not possess the necessary qualifications to render satisfactory service in the position currently held.
3. When the employee demonstrates unsatisfactory performance during the probationary period following a promotion.
4. When the employee voluntarily requests the demotion.

B. The effect of demotion on pay shall be as follows:

1. Demotion will not result in a pay increase.
2. Pay will not exceed the maximum rate of the pay grade designated for the lower position.

21.06 TRANSFERS

A. All transfers shall be made only with the approval of the Department Heads concerned.

B. Transfers shall be made as follows:

1. An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay grade, rate, or anniversary date.
2. If, after a fair trial, the new employee is found to be unqualified in the new position, the employee may return to the position left, with the approval of the Appointing Authority, if a vacancy exists.

C. When an employee becomes unable to perform the essential functions of the job with reasonable accommodation due to a disability, the Appointing Authority may transfer the employee to an open position in the same or a lower class which the employee has the ability to fill.

21.07 TRAINEE CATEGORY

A. In the event an applicant for any position does not meet the minimum qualifications, but is otherwise qualified for the position, the City may authorize appointment as a TRAINEE. In such cases, the employee will be hired at a rate below the minimum salary, until the minimum qualifications have been satisfied.

B. This category is used to train people on the job who have the potential to do the work but lack some of the skills or experience needed.

C. The usual time a person remains in a trainee category depends upon the skills or experience needed in individual cases, but should not exceed a maximum of twenty-four (24) months. If, after a reasonable period of time, the employee does not meet the necessary qualifications or acquires the needed skills, he/she will be demoted (if a vacancy is available) or dismissed. An employee in a trainee category will not be placed in a regular status until successful completion of the trainee period.

21.08 LEAD WORKER CATEGORY

A lead worker position is defined as a position where duties of a supervisory nature are assigned over a group of positions classified as the same as that of the lead worker. Recommendations from the Department Head to the Human Resources Director will be in writing stating the duties and responsibilities this individual will have and the estimated duration this assignment will last. The Human Resources Director will review all lead worker assignments periodically to insure the functions are still present. When assigned as lead worker, the employee will receive a five percent (5%) increase above the present pay while on the assignment. When the assignment is removed, the special day provision will be removed.

21.09 CALL BACK

Employees required to come to work on off-duty time, due to emergency recall or other urgent situations, shall be paid at the rate of one-and-one-half (1 ½) times the normal hourly rate for all time actually worked in excess of the normal forty (40) hour working cycle, or in accordance with the applicable bargaining agreement.

21.10 BUDGET LIMITATIONS

All actions concerned with the payment of salaries in accordance with these rules are subject to adequate funds being available.

21.11 REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGES

The Appointing Authority shall review the circumstances under which claims for personal property damages occurred, and may compensate an employee for said damages sustained when not due to any negligence or contributory negligence on his/her part while working within the scope of his/her assignment, in the amount not to exceed one hundred dollars ($100.00) per item. Proper evaluation of the item(s) being replaced must be documented to the satisfaction of the Appointing Authority.

21.12 SALARY ADVANCES

After one (1) week of employment, employees may be granted a lump sum salary advance of time earned a minimum of one week, not to exceed one (~~1~~2) week's pay. Employees taking vacation may be advanced their next regular pay check, if eighty (80) hours of vacation leave is accumulated and used. All advances must be recommended by the Department Head and approved by the Finance Director.

21.13 TEMPORARY WORK AT A HIGHER CLASSIFICATION

An employee may be required to work in a higher classification on a temporary, incidental, or emergency basis and shall do so at no increase in pay unless provided for otherwise in a collective bargaining agreement. If the employee is required to perform the duties for a period exceeding eleven (11) consecutive working days, the Human Resources Director shall recommend to the Appointing Authority a temporary transfer to the higher classification, or the employee may be paid the appropriate rate for the higher classification, if approved. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position and any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements. This provision is not intended for those cases where employees are assigned duties on a training basis or in supervisory positions.

SECTION 22

SEPARATIONS

22.01 TYPES OF SEPARATIONS

Separation and/or terminations from employment in the City's service are designated as one of the following types:

A. Resignation

B. Retirement

C. Disability

D. Death

E. Reduction in Force (Lay-Off)

F. Dismissal or Discharge

G. End of Temporary Assignment

H. Deferred Retirement Option Program (DROP)

22.02 RESIGNATION

A. Resignation in good standing.

i. An employee voluntarily leaves the City's service.

ii. An employee wishing to leave the City's service in good standing shall submit a written resignation to the Human Resources Department through his or her immediate supervisor, stating the date of separation. Such notice must be given two (2) weeks prior to the date of separation. The City has the right to immediately accept the resignation of any such employee and forgo the two week notice.

B. Resignation not in good standing.

i. If an employee fails to give two weeks' notice prior to his or her resignation, the employee will be considered to have resigned not in good standing.

ii. If an employee resigns while under investigation by the City, or any state or federal agency, the employee will be considered to have resigned not in good standing.

iii. Unauthorized absences from work for a period of three (3) consecutive days shall be considered a resignation not in good standing.

iv. An employee who resigns not in good standing will not be eligible for re-employment with the City. Further, an employee who resigns not in good standing is not eligible to receive sick leave at the time of separation of employment.

22.03 RETIREMENT

A. A procedure whereby an employee is separated from the City's service by means of retirement in accordance with the City's Retirement Plans.

B. Retirement regulations and benefits shall conform with the provisions of the Retirement Plans in effect.

22.04 DISABILITY

A. The City will provide reasonable accommodations to disabled employees provided such accommodations do not create an undue hardship. To request an accommodation, an employee should contact the Human Resources Department.

B. If the City is unable to provide a reasonable accommodation to enable the employee to perform the essential functions of his or her current position, the City will consider other possible reasonable accommodations, including transfer to an open position for which the employee is qualified. If no reasonable accommodation exists, the employee may be terminated.

C. Separations based on the employee's inability to perform the essential functions of his/her job under the provisions of this section will not be considered disciplinary terminations.

D. If the employee should recuperate to the extent that he/she can perform the essential functions of his/her job with or without reasonable accommodations within nine (9) months of his/her termination, he/she may contact the Human Resources Department, and the Department Head may authorize reinstatement upon receipt of acceptable evidence that he/she can satisfactorily perform the job, providing there is a vacancy. The employee may continue to check the City job line and may apply for other open positions within the City as they occur.

22.05 DEATH

For record keeping purposes, separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed forms in the employee's personnel file.

The City, in case of death of an employee where no beneficiary has been named, shall pay to the wife or husband, and in case there is no wife or husband, then to the child or children of their legally appointed guardian; and in case there is no child or children, then to the father or mother, any wages, vacation or sick leave pay, compensation and other benefits that may be due the employee at the time of the employee's death.

22.06 REDUCTION IN FORCE (LAY-OFF)

A. When it becomes necessary to reduce the number of employees because of lack of funds, shortage of work, the elimination of a position, or other causes, which do not reflect discredit on the service of the employee, employees shall be laid off at the sole determination and discretion of the City. No regular employee shall be laid off while another person in a classified position is employed on a temporary basis.

B. The order of lay-off shall be determined by the City considering past performance, ability to perform, seniority, and the needs of the City.

C. A laid-off employee shall be paid for all annual/vacation leave credits for which eligible.

D. Employees laid-off may request to be placed on a Reinstatement List. The order of this list will be determined by the City using the same criteria as in the lay-off procedure. The Reinstatement List will be valid for one (1) year.

22.07 DISMISSAL OR DISCHARGE

A discharge is the involuntary separation of an employee from the City's service. Employees discharged for disciplinary reasons, including poor performance, will not be eligible for rehire and shall lose all seniority and reinstatement privileges.

22.08 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. A procedure whereby an employee is separated from the City's service by means of retirement in accordance with the City's Deferred Retirement Option Program Plan.

B. Retirement regulations and benefits shall conform with the provisions of the

Deferred Retirement Option Program Plan in effect.

22.09 RETURN OF PROPERTY AND FINANCIAL OBLIGATION

A. Prior to receiving final monies due, all items of City property in the employee's custody shall be returned to the Department. Certification to this effect shall be made by the employee's supervisor. Any monies due because of shortages shall be collected through appropriate action.

B. Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of City property, or other financial obligations, which are due the City, shall be deducted from the employee's final pay check to the extent permitted under the Fair Labor Standards Act and other applicable federal and state laws and regulations.

22.10 EXIT INTERVIEW

An exit interview shall be conducted of all employees separated from the City's service. This will be conducted by the Human Resources Director or designee.

SECTION 23 ACCOMMODATIONS

Any employee who believes he or she needs an accommodation as a result of a disability, pregnancy or religious belief, must contact Human Resources. Human Resources will work with the individual to determine what reasonable accommodations are available, and take the necessary steps to implement the appropriate reasonable accommodation(s), if any, as required by law.

SECTION 24

EMPLOYEE GRIEVANCES, APPEALS, AND COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

24.01 GRIEVANCES

A. Purpose

1. Eliminate or correct causes of employee dissatisfaction and complaints.
2. Provide a systematic and orderly method for adjusting complaints and differences of opinion between employees and supervisory or management personnel.
3. Ensure all employees are afforded fair, equitable, and expeditious review of their grievances without fear of retaliation, coercion, or discrimination.
4. Set forth a procedure governing the presentation of charges, hearing rights and appeals.

B. Definitions

Immediate Supervisor – The individual who normally has the responsibility for scheduling, assignment, and reviewing the work of the employee; and to whom the employee customarily reports to for direction and instruction concerned with work assignments on a regular basis, such supervisors would normally exercise discretionary powers, or have authority to recommend disciplinary actions or other changes in employee status.

Conditions of Employment – Conditions of employment are to be broadly construed to include employees' physical working environment, interactions with the public, elected officials and co-employees, and perceived violations of these Rules and Regulations, Departmental Rules, operating procedures or General Orders.

C. Right of Grievance

Any employee who has achieved regular status in the Classified Service shall have the right to use the grievance procedure provided herein to address complaints regarding conditions of employment, which are not otherwise governed by Sections 24.02 or 24.03.

D. Supervisors and Management Responsibilities

1. It shall be the responsibility of supervisory and management personnel to hear and consider all employee grievances and take necessary and appropriate corrective action, or provide a reasonable explanation as to

why the grievance is not valid.

2. No supervisor shall deny any employee the right to take the complaint to the next step in the grievance procedure when it cannot be settled to the satisfaction of the employee at the lower level. Should such a denial occur, the employee shall be entitled to file a new grievance, based on the denial, to the next level of supervision.

E. Management Prerogatives

The resolution of grievances shall be resolved in consideration of the prerogatives of management which include the following:

1. The City retains the sole right to determine and from time to time to redetermine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the schedule of work time, the size and composition or work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or jobs shall be performed by employees covered by the Union Contract; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part operations whenever in the opinion of the City's good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, classify, reclassify, promote, demote, and determine the qualifications of employees; and to determine the starting and quitting time and the number of hours to be worked.
2. The exercise of the above rights does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of these rights are not subject to review by the Grievance Committee or hearing before an Arbitrator.
3. The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity to manage the services of the City of Fort Pierce.
4. The City retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any term of an effective Collective Bargaining Agreement to which the City is a party.
5. If the City determines that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of the Union Contract may be suspended during the time of the declared emergency.

F. Grievance Procedure - Steps

1. Step 1 – Supervisor Review of Verbal Grievance

   a. If an employee feels he/she has a grievance, he/she shall first discuss it with his/her immediate supervisor within five (5) days of the occurrence of the event or within five (5) calendar days from the date the employee could reasonably be expected to have knowledge of the existence of the condition of employment.

   b. Upon being informed of the complaint, the immediate supervisor shall make appropriate inquiries and take necessary actions to resolve the problem. The supervisor's resolution shall be discussed with the employee within seven (7) calendar days from the date the grievance was first presented.

2. Step 2 – Supervisor Review of Written Grievance

   a. In the event the grievance is not resolved in Step 1, the immediate supervisor does not respond, or the employee is dissatisfied with the immediate supervisor's resolution, the employee may submit a written grievance to their immediate supervisor within three (3) calendar days following the seven (7) calendar days allowed for the supervisor to respond in Step 1.

   b. A written reply shall be furnished to the employee within ten (10) calendar days after the written grievance is received by the immediate supervisor.

3. Step 3 – Department Head Review

   a. In the event the grievance is not resolved in Step 2, the immediate supervisor does not respond, or the employee is dissatisfied with the immediate supervisor's resolution, the employee may submit a written grievance to their Department Head within three (3) calendar days following the ten (10) calendar days allowed for the supervisor to respond in Step 2.

   b. A written response indicating the outcome of the department head's review shall be furnished to the employee within fifteen (15) calendar days after the written grievance is received by the department head.

4. Step 4 – Grievance Committee Review

   If the employee is dissatisfied with the department head's determination, he

or she may, within five (5) calendar days following the 15 calendar days allowed for the department head to respond, submit a written request to the Human Resources Department Head for a review of the grievance by the Grievance Committee. Such written request shall be accompanied by facts and information relevant to the complaint. Copies of the written request for review shall also be sent by the employee to the Appointing Authority.

G. Grievance Submission Requirements

1. Written grievances shall be submitted on the forms prescribed by the City.
2. It is the employee's responsibility to advance grievances as provided herein. If any employee fails to advance his/her grievance to the next step within the time frames provided within each step, the grievance shall be deemed to have been withdrawn or waived.

H. Grievance Committee Composition

1. The Grievance Committee shall be composed of three (3) members.
2. Grievance Committee members shall be appointed in accordance with the following procedure.

    a. The aggrieved employee shall appoint one (1) member when requesting review. The Department Head shall appoint one (1) member within two (2) days of the request for review.

    b. The third member shall be appointed by the other two members within two (2) days of appointment in subparagraph 1;

    c. If the two (2) members fail to agree on the third member, the Appointing Authority shall appoint the third member within seven (7) days of the employee's original request.

I. Hearing before a Grievance Committee

1. Within fifteen (15) calendar days after the receipt of a written request to review a grievance, the Human Resources Department Director shall schedule a hearing before the Grievance Committee.
2. The Human Resources Department Director shall act as permanent secretary to the Grievance Committee and is responsible for notifying interested parties, keeping the official minutes, and rendering advice on Personnel Rules and Regulations.
3. All meetings, investigations, and hearings related to grievance reviews shall be scheduled during normal business hours whenever possible. All participants in grievance committee activities shall be granted administrative leave with pay.

4. Employees, supervisors, their representatives, and witnesses shall have the right to appear before the committee for the purpose of presenting relevant facts, documents and information. Additional witnesses may be called, at the discretion of the Committee, when necessary to resolve the grievance.

J. Findings of the Grievance Committee

1. The Grievance Committee shall, within ten (10) calendar days following a hearing, render its findings and advisory recommendations. Written copies of the findings shall be furnished to the employee and the Human Resources Department Director.
2. The City Manager shall review the findings and recommendations of the Grievance Committee and may sustain, modify or reject such recommendations.
3. The decision of the City Manager's review of the Grievance Committee's recommendations shall be final.
4. The summary report of the grievance proceedings shall be maintained in the Human Resources Department.

24.02 APPEALS

A. Right of Appeal

1. Any employee who has achieved regular status in the Classified Service shall have the right to appeal to the Civil Service Appeals Board any suspension, demotion, reduction in pay, or dismissal by the appointing authority by whom he/she is employed.

2. Exceptions:

a. Any employee who is promoted and subsequently demoted, or receives a reduction in pay prior to one year in the higher classification, shall not have the right of appeal unless the demotion is to a lower class than that in which he/she was serving prior to promotion, or unless the action results in a lower rate of pay than the employee was receiving prior to promotion.

b. Any employee accepting a demotion or reduction in pay as being a voluntary action shall not have the right of appeal.

B. Notice of Action

1. Each employee of the Classified Service shall be provided written notice by the Appointing Authority involving any action of suspension, demotion, reduction in pay, or dismissal.

2. Such notice shall advise the employee of his/her right to appeal as provided under this section.
3. A copy of all such notices shall also be provided to the Human Resources Department Head.

C. Procedures for Filing Appeals

1. An employee wishing to appeal to the Civil Service Appeals Board shall, within seven (7) calendar days after the effective date of a suspension, demotion, reduction in pay, or dismissal, advise the Human Resources Department Head in writing of the desire to appeal.
2. The notice of appeal shall contain a concise and brief statement of facts showing why the appellant is entitled to relief.
3. The Human Resources Department shall prepare a summary of the available facts and information for review by the Civil Service Appeals Board prior to the scheduling of a formal hearing. The Civil Service Appeals Board may deny a hearing on an appeal based upon the summary report, if it appears on its face that the Board has no jurisdiction or authority to hear the matter or such report is not filed in conformance with these Rules and Regulations.
4. When a hearing has been scheduled by the Board, the Human Resources Department shall notify the appellant, the Appointing Authority, and the Department Head involved.
5. The Human Resources Department shall make all necessary arrangements for the appeal to be heard by the Civil Service Appeals Board.

Procedures for Hearing Appeals

A. Hearing Dates – The Civil Service Appeals Board shall establish a time, date and place for hearings and provide appropriate written notices to the parties concerned.

B. Postponements

1. Once the date for the proceedings has been fixed, the appellant or Appointing Authority may file a written request for postponement with the Chairperson of the Civil Service Appeals Board, through the Human Resources Department, citing circumstances which prevent attendance on the scheduled date.
2. The Chairman of the Civil Service Appeals Board shall consider the request on its merit, and may grant a postponement if extenuating circumstances are present.

C. Quorum

A quorum shall consist of no less than three (3) Civil Service Appeals Board members. No hearing shall take place in the absence of a quorum.

D. Conduct of a Hearing

1. The Chairperson of the Civil Service Appeals Board, or in his/her absence, the Vice Chairperson, shall preside at all hearings.
2. All parties shall abide by the decisions of the Chairperson, except in the event another member of the Civil Service Appeals Board objects to a decision concerning the admission of evidence; the issue will be settled by majority vote of the Civil Service Appeals Board.
3. The Chairperson shall open the Hearing by:

    a. Stating the nature and purpose of the proceedings.
    b. Introducing and identifying for the record all interested parties.
    c. Defining the issue or issues.
    d. Explaining the manner in which the hearing will be conducted.

4. Each party shall have the right to be accompanied by, or represented by, counsel.
5. Each party shall be given an opportunity to make an opening statement if they desire. Such opening statement shall be restricted solely to the facts the party expects to prove.
6. Any member of the Board may direct questions to any party at any time during the proceedings.
7. Each party may object to clearly irrelevant material and shall have the right to examine witnesses.
8. The Chairperson shall allow the appellant and the Appointing Authority, or their representative, to make a closing statement if they desire.

E. Rules of Evidence

1. Each party shall be responsible for proving their case by competent, substantial evidence.
2. Evidence may be in the form of oral testimony from witnesses, signed affidavits or statements, or introduction of pertinent documents, materials, or equipment.
3. Testimony of witnesses may be under oath or affirmation.
4. The Chairperson shall be responsible for admittance of evidence and control of testimony.
5. The Chairperson may request additional documentary evidence, which it considers relevant, or the recall of witnesses when the need for additional testimony is indicated.
6. Documentary evidence introduced and accepted by the Board will be labeled or numbered for proper identification into the record.

F. Record of the Hearing

1. Stenographic notes and/or mechanical record shall be kept of all hearing procedures.
2. A verbatim account of the hearing will not be transcribed unless requested by one of the parties, and if paid for by the requesting party.
3. Either party shall have the right to have the proceedings recorded by the court reporter at their own expense.

G. Decisions and Orders of the Board

1. The Board may affirm, modify, or reverse the decision of the Appointing Authority. The decisions and orders of the Board may include, but are not necessarily limited to, the reinstatement of an employee, with or without back pay, modification of imposed penalties, removal of part or all references of charges from the employee's personnel file, or any other decision considered equitable, based upon the findings.
2. The Civil Service Appeals Board may order the reinstatement of a Classified Service employee who was suspended, demoted, or dismissed only if it appears after a proper public hearing that the suspension, demotion, or dismissal was made for reasons other than good cause.
3. The Civil Service Appeals Board may order the appointment or promotions of any candidate in the Classified Service, or the reinstatement of any employee in the Classified Service who has been suspended, demoted, or dismissed, if it appears after a public hearing that the denial of or action taken was because of the employee's political opinion or affiliation, religious belief, race, color, sex, national origin, age, or disability, if such age or disability is not related to job performance.
4. The Civil Service Appeals Board may direct that any employee who has been wrongfully suspended, demoted, or dismissed, shall be entitled to back pay and other compensation, if the circumstances warrant such an order.
5. After the hearing, the Civil Service Appeals Board shall render a decision within thirty (30) calendar days. Such a decision shall contain findings of fact and a granting or denial in whole or in part of the relief requested. The decision of the Civil Service Appeals Board shall be final.

24.03 COMPLAINTS OF DISCRIMINATION, HARASSMENT AND RETALIATION:

A. Original Complaints

1. All City employees share the responsibility of understanding and assisting the City in preventing discrimination, retaliation, and harassment. Individuals who believe that they have observed or have been subject to discrimination, retaliation, or harassment have the responsibility to inform the City that such conduct has occurred. Individuals who believe that they have observed or been subjected to discrimination, retaliation or harassment are encouraged to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Whether or not an individual addresses the offender directly, he or she must report all incidents of discrimination, retaliation or harassment in compliance with the procedures set forth herein.
2. All instances of discrimination, retaliation or harassment must be reported to the Human Resources Director.
3. In order to conduct an effective investigation, the report must be complete and accurate. To facilitate this goal, the City prefers that all reports of discrimination, retaliation and harassment be reduced to a written complaint signed by the victim or observers; however, the complaint may be oral or written. In the event such employee refuses to draft such a complaint, the Human Resources Director shall draft a complaint, which will be provided to the complainant with a request to review and verify its accuracy. Once the written complaint is verified as accurate, the employee will need to sign the complaint.

B. Investigations

1. The following procedures shall apply to all complaints of discrimination, retaliation or harassment unless stricter procedural requirements are mandated by federal or state statutes or regulations. *See e.g.*, F.S. §§112-Part VI (Police Officers' Bill of Rights); 112-Part VIII(Firefighters' Bill of Rights); and 468.619 (Building Officials' Bill of Rights).
2. Complaints of discrimination, retaliation or harassment shall be investigated by the Human Resources Director or the Chief of Police's designated internal affairs officer, if such claim arises from within the Police Department, whether or not the complaint is signed by the complainant. In order to protect the privacy of the parties involved, the investigation shall remain as confidential as the circumstances allow.
3. Employees who are determined to be witnesses may be interviewed as part of the investigation and must participate in the investigation as deemed necessary.
4. The investigation shall conclude within ninety (90) business days of the original complaint or one hundred eighty (180) days, if conducted

pursuant to Police Department procedures for administrative investigations, unless circumstances require a longer period of time.

C. Resolution of Investigation

1. The Appointing Authority will notify the complainant of the findings of the investigation in writing.

2. The Appointing Authority will notify the alleged wrongdoer of the findings of the investigation and any disciplinary action. Any employee in the classified service who is disciplined as a result of the investigation may seek review following the City's grievance procedures (§24.01) or appellate procedures (§24.02) as may be applicable.

D. Prohibition Against Retaliation

1. In accordance with applicable law, no employee will be disciplined or retaliated against because that employee: (i) opposed an unlawful employment action; (ii) filed a complaint of harassment, discrimination or retaliation with the City; (iii) filed a complaint or charge with any federal, state, or local agency authorized to receive such complaints or charges, or filed such complaints or charges prior to or without using the City's grievance procedures; (iv) participated in an investigation initiated under City procedures or (v) participated in an investigation conducted by federal, state, or local agencies authorized to receive such complaints or charges. Nothing in this paragraph shall stay an adverse action taken against an employee for any reason other than making a complaint of discrimination.

2. If an employee who has filed a complaint of harassment, discrimination or retaliation, or who has participated in an investigation believes he or she has been retaliated against, the employee must notify the Human Resources Department.

3. The procedure provided for by this subsection assumes that submitted complaints are objectively reasonable and made in good-faith. Nothing within this subsection shall be construed to prevent the City from disciplining employees who submit false allegations in complaints or provide false information during investigations.

SECTION 25

TUITION REIMBURSEMENT PROGRAM

It is the intention of this policy to provide funds to employees for educational reimbursement. This policy is exclusive of other City training.

A. Reimbursement

1. The City may, in its sole discretion and as budgetary conditions permit, provide funding to support this program and to assist employees with accredited educational tuition costs. An attempt will be made to distribute said funds to departments so they will be available for each school term.
2. The use of these funds will be restricted to tuition and will be limited to 100% tuition reimbursement for no more than fifteen (15) credit hours per employee each calendar year. This reimbursement will be for employees who achieve a minimum grade of "C" or above. The amount reimbursed shall not exceed the State credit hour rate for undergraduate or graduate courses.

B. Eligibility Requirements

City employees appointed to permanent positions who have completed their initial probation period will be eligible to participate in this program. Permanent part- time employees will be eligible for a proportionate share of the tuition reimbursement.

C. Conditions for Approval and Payment

1. The City will participate in the cost of those course, both correspondence and classroom, which are determined as follows:

   a. Directly related to the duties of the position held by the employee applying for tuition reimbursement; and/or

   b. Must be a valid elective for a degree program approved by the Director of Human Resources and the Department Head; and/or

   c. Would contribute to the upward mobility of the employee.

2. Classes must be from a recognized or accredited institution in order to qualify for this program.
3. The City will pay the cost of tuition for each course, as referenced in Section B-2, including books in connection with the courses to be taken. This does not does not include taxes, extra fees such as online fees,

administrative fees, lab fees, etc.

4. The City will not pay tuition fees which have been advanced from other sources such as scholarships, grants, or other subsidies.
5. To be eligible for a refund, an employee must successfully pass the course and present a certificate to the Human Resources Department. A passing grade shall be considered a grade of "C" or equivalent.

D. Application Procedure

1. Each application must be signed by the employee, applicant's Department Head or designee, and approved by the Human Resources Department.
2. Requests for refund of tuition must be made on the Tuition Reimbursement Form. These forms can be obtained in the employee's department or the Human Resources Department.
3. The request shall be submitted with a copy of an official fee card attached and forwarded to the Human Resources Department.
4. Upon receipt of the Tuition Reimbursement Form from the employee, the Human Resources Department will indicate approval or disapproval, based upon the considerations set forth in paragraph C above. A copy shall be returned to the employee.

E. Method of Payment

It shall be the responsibility of the employee to obtain a certificate from the institution indicating the course grades. These grades shall be presented to the Human Resources Department for tuition reimbursement within thirty (30) days of completion of the course. If conditions for reimbursement have been met, the Director of Human Resources shall request a refund payment.

F. Required Courses

If an employee is required as part of his/her job to take either a correspondence course or attend classes, the employee's department shall pay 100% of the cost of the charges except as provided herein. Payment shall be made at the time the employee enrolls in the program. All required courses shall first be approved by the employee's Department Head or designee as appropriate.

G. Classes on City Time

1. The only time that an employee may be permitted to take approved courses during City work hours will be when the course is not offered at any other time and an employee submits a request in writing to the appropriate Department Head and the employee has received written permission to take the class during City work hours. Once permission has been granted, the employee will be offered one of the following three alternatives: (1) leave

without pay in accordance with leave provisions; (2) use of paid annual vacation; or (3) make-up time if work environment permits this flexibility. All such arrangements shall be approved in advance by the appropriate Department Head or designee.

2. When a situation arises in which more than one employee in a work area has been approved to take a specific required or voluntary class and only one employee may be permitted to leave the work area at a time, the Department Head or designee will decide which employee will attend.

H. General Provisions

1. An employee who receives tuition reimbursement shall be obligated to remain in the employ of the City for two years after receiving the tuition reimbursement. Failure to remain for two years for any reasons, save death or disability, shall obligate the employee to reimburse the City for the tuition reimbursement received during the last year of employment.
2. An employee who has completed an approved course and who is on leave of absence at the time for tuition reimbursement will be eligible for a refund upon return to active employment.
3. An employee cannot approve his/her own tuition refund request.

SECTION 26

~~EMERGENCY PERSONNEL POLICIES~~

~~If it is determined that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane conditions, or similar conditions, all provisions of the City's Personnel Rules and Regulations and Collective Bargaining Agreements shall be suspended, to the extent permitted by law. Notwithstanding this paragraph, Sections 3, 10, 16 and 21 governing Standards of Conduct, Code of Conduct and Disciplinary Action, Safety, and Compensation Plan – Salary Schedule, respectively, shall not be suspended under any circumstances.~~

~~A. Department Heads shall, prior to the declaration of a civil emergency, select "essential" and "non-essential" personnel. All personnel shall be advised of their status. Individual employee status may change, as needs of the City change during the civil emergency, at the discretion of the Department Head.~~

~~B. Non-essential employees sent home shall be paid for the remainder of their Shift. If the City remains closed for the following day(s), employees shall be eligible for accrued leave benefits.~~

~~C. All classified employees shall be paid for at least one shift. Seasonal, non- exempt contractual, and other temporary workers shall be paid for hours worked.~~

~~D. All "essential" employees shall be paid time and one-half (1.5 X) for all hours worked during civil emergency, except for Department Heads. The City Manager may authorize additional compensation for Department Heads who work over twenty four (24) hours straight. No compensatory time shall accrue during civil emergencies. The City Manager shall receive no additional compensation unless authorized by the City Commission.~~

~~E. All hours of additional compensation will be paid the second pay period after a civil emergency, if possible.~~

~~F. All other policies concerning remuneration shall comply with the City's Personnel Rules and Regulations and the Fair Labor Standards Act.~~

SECTION 26

CITY OF FORT PIERCE EMERGENCY PERSONNEL AND PAY POLICIES

This pay and leave provisions set forth in this Section will only go into effect when the City Manager specifically makes notification that the City is abiding by them.

PURPOSE
The purpose of this policy is to establish how and when special pay provisions will be implemented in the event of a declared state of emergency.

EMERGENCY
When used throughout this Section, the term "emergency" includes, but is not limited to, the following: riots, civil disorder, hurricanes, severe weather, and other natural or man-made disasters.

POLICY
When a state of emergency has been declared by the Mayor or Mayor Pro tem ("emergency declaration"), the City Manager may authorize the pay and leave provisions set forth in this Section 26.

SUSPENSION OF PERSONNEL RULES
When a state of emergency has been declared, the City Manager may suspend all provisions of the City of Fort Pierce Personnel Rules except for those sections concerning Safety, Wages, and Discipline.

SCOPE
This policy applies to all employees who are not Department Heads.

NOTIFICATION OF STATE OF EMERGENCY:
When an emergency declaration has occurred or is likely to occur, the City Manager or the specified designee will notify all employees through Department Heads of such declaration.

EMERGENCY PERIODS
Pre-Impact Period - This is the period prior to the impending emergency and includes emergency response activities and preventive measures by the City of Fort Pierce departments in preparing for the impending emergency. This period begins when St. Lucie County activates the County Emergency Operations Center or when the City Manager or designee notifies employees that an emergency declaration has occurred or is likely to occur.

Emergency Period This is the period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended. This period begins when the City is closed for business and ends when the City Manager declares it safe for all employees to return to work.

Post Impact/Recovery Period This is the period during which activities are conducted to restore the City's infrastructure and services to pre- emergency conditions. This period begins when the City Manager declares it safe for all employees to return to work, and ends when the City Manager declares the period is over. The City Manager may determine the duration of this period on a department-by-department basis depending on the amount of work necessary for recovery for each department. Thus, the duration of the Post Impact/Recovery Period may be longer for some departments than for others.

No one is excused from work until the City Manager, through the Department Heads, authorizes employees to leave, even if a public announcement of office closures or suspension of services is issued. Employees must return to work as soon as an Emergency Period is over to participate in the Post Impact/Recovery Period. Employees excused from work during an emergency will be on Emergency Paid Administrative Leave for up to five days. Said leave will start when the employee is excused by his/her Department Head and will continue until the City Manager declares it is safe for all employees to return to work. Employees are expected to return to work on their next scheduled day or shift following the City Manager's declaration. If an employee fails to report for work or cannot report for other reasons, then the time lost will be Leave of Absence Without Pay, unless other paid leave (vacation, sick, etc.) is approved.

The City of Fort Pierce recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during an emergency. When evacuation of personal residences is required, employees will be permitted and expected to make arrangements for their families, including the use of authorized shelters. Employees who are not· able to return to work due to emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at City facilities due to impassable roadways, etc.) must contact their Department Head as soon as possible and utilize appropriate leave time.

Notwithstanding an emergency declaration or likely emergency declaration, any unauthorized absence from work or assignment may be considered sufficient cause for disciplinary action up to and including termination of employment.

EMPLOYEE STATUS

~~Department directors~~ Department Heads shall, prior to an emergency declaration, designate "Emergency Essential" and "Emergency Non-Essential" personnel. All personnel shall be advised of their status as of June 1 each year. Individual employee status may change, as the needs of the City changes during an emergency, or at the discretion of the Department Head.

"Emergency Non-Essential" - After a needs assessment is made, some employees may be temporarily excused from work, concurrently or successively, as determined by the emergency need and the department or function and those will be known as "Emergency Nonessential." They will be placed on Emergency Paid Administrative Leave pursuant to this policy.

"Emergency Essential" - Each ~~department director~~ Department Head is responsible for identifying those employees who will be required to remain on duty or respond in the event of emergency conditions and those employees will be designated as "Emergency Essential." "Emergency Essential" employees may be required to be available immediately before (Pre-Impact), during (Emergency)-e.g., those within the Emergency Operations Center-and/or after emergency conditions (Post-Impact/Recovery) to perform duties directly related to the emergency conditions, as determined by the City.

"Post-Impact/Recovery Assigned"- Post-emergency, all City employees are considered Post-Impact/ Recovery Assigned employees. All City employees are to return to work after the City Manager declares it is safe to do so. After the return to work, some employees may be further identified as "Essential Recovery," while others may be temporarily excused from work. The City Manager and each department or function is responsible for identifying those employees who are essential to the quick restoration of critical services to the community. These employees designated as "Essential Recovery" employees are required to work during periods after the emergency when other employees may be excused from work and on paid administrative leave or furlough. Notwithstanding, an "Essential Recovery" employee will be allowed reasonable Emergency Paid Administrative Leave to secure the employee's home and family and attend to immediate personal needs resulting from the emergency.

Emergency Duty Assignment In the event of an emergency, the City Manager may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.

COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY

1. During the Pre-Impact Period each Department Head may allow, if practical and sufficient time exists, his or her employees four hours of Emergency Paid Administrative Leave to make personal preparations for the emergency.

2. During the Emergency Period, employees released early from work or who are excused from reporting to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall not count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department.

3. During the Emergency Period, non-exempt employees shall be paid at a rate of two times (2x) base straight pay for each hour of their normally scheduled hours that they work and one and one-half times (1.5x) for all hours worked outside their regular scheduled work hours, when other employees are allowed administrative leave, until the City Manager declares that it is safe for all employees to return to work. After such time, the employee will be paid according to the normal pay policy.

4. During the Emergency Period and the Post Impact/Recovery Period, exempt employees shall be compensated by receiving pay for all time worked in excess of their regularly scheduled hours in each work week during those The rate of pay for such additional hours worked shall be equivalent to the exempt employee's hourly rate of pay computed as if the employee was not paid on a salary basis. The additional compensation shall be in addition to the employee's regular salary. Each department will provide the appropriate forms for exempt employees to document their hours worked. Nothing herein shall be construed to affect the exempt status of such employees.

5. Employees who are out on prior-approved leave or who called in sick or took unscheduled personal leave during any of the three periods will continue to be charged for such leave.

6. All other policies concerning remuneration shall comply with the City of Fort Pierce Personnel Rules and the Fair Labor Standard Act.

	Pre-Impact Period	Emergency Period	Post Impact/Recovery Period
SUMMARY OF EMERGENCY PAY PROVISIONS	This is the time period prior to the impending disaster. This period includes emergency response preparation activities and preventive measures by the City of Fort Pierce departments in preparing for the impending emergency. **Starts -** County activates EOC or the City Manager declares an emergency is imminent. **Ends-** City Closes for business	This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended. **Starts -** City is Closed for business **Ends-** City Manager declares all clear	This the time period during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions, and some City services may be suspended. **Starts -** City Manager declares all clear **Ends-** As declared by each Dept. Head in consultation with City Manager

For Persons Designated as Emergency Essential

How do you pay for each period?	Regular Pay Practices Up to 4 hours Admin Leave	Non-Exempt-2x for all scheduled hours 1.5x for all hours outside schedule Exempt-lx for all hours over schedule	Non-Exempt - Regular Practices Exempt-lx for all hours over schedule
How do you pay if on Pre-approved leave?	Continue to Charge Leave	Continue to Charge Leave	Continue to Charge Leave
How do you pay if on a regular day off?	No extra pay	No extra pay	No extra pay
When do you require the Employee to use leave?	Must take paid leave or LWOP if absent	Administrative Leave	Must take paid leave or LWOP if absent

For Persons Not Designated as Emergency Essential

3

How do you pay for each Period if Employee works?	Regular Pay practices Up to 4 hours Admin Leave	Non-Exempt-2x for all scheduled hours 1.5x for all hours outside schedule Exempt-lx for all hours over schedule	Non-Exempt - Regular Practices Exempt-lx for all hours over schedule
How do you pay if on Pre-approved leave?	Continue to Charge Leave	Continue to Charge Leave	Continue to Charge Leave
How do you pay if on Regular day off	No extra pay	No extra pay	No extra pay
When do you require the Employee to use leave?	Must take paid leave or LWOP if absent	Administrative Leave	Must take paid leave or LWOP if absent

SECTION 27

SEVERABILITY

Nothing contained or expressed in any rule or rules set forth herein shall be construed to limit, abrogate, or repeal the provisions of the Charter of the City of Fort Pierce.

If any rule, or part of rules, should be declared unconstitutional or of no force or effect in any court, the same shall not affect the remaining rules which shall be in full force and effect.

These rules supersede any previous rules approved by the City Commission. Any Resolutions, or part of Resolutions, previously approved by the City Commission, which are in conflict with these rules are hereby repealed.

THE SUNRISE CITY
FORT PIERCE
Florida

PERSONNEL
RULES AND REGULATIONS

Revised: 08/25/2022
Adopted: 09/19/2022

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

A Message from the City Manager

As an employee of the City of Fort Pierce, you have become a member of an amazing team that is committed to providing outstanding customer service to our residents, businesses and civic organizations. You bring special abilities and skills to the City that can contribute towards the improved quality of life for the citizens of the beautiful City of Fort Pierce.

The City of Fort Pierce is wholeheartedly dedicated to ensuring that all employees are consistently treated with respect and in a fair and impartial manner. The guides and regulations in this Personnel Rules and Regulations manual are applied in the same manner for all personnel, regardless of position.

It is of the utmost importance to the City that an environment is cultivated in which all employees are able to achieve their maximum potential. In addition, the City's goal is to attract and retain employees of the highest caliber, and to do so, the City strives to maintain our service delivery at a very high level.

You are encouraged you to read this manual in order to become familiar with important benefit programs and your responsibilities as a City employee.

I wish you continued success and many years of service with the City of Fort Pierce.

Nicholas C. Mimms, P.E. City Manager

Date: September 19, 2022

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PREFACE

These Rules and Regulations were adopted by the Ft. Pierce City Commission on September 19, 2022. This edition of the Rules and Regulations set forth herein supersedes all previously published handbooks, Rules and Regulations and Personnel Rules and Regulations.

Additional Rules and Regulations may be contained within the City's Administrative Rules and Regulations, individual departmental regulations and policy memoranda issued by the City Manager. However, where such Rules and Regulations conflict with those set forth herein, these Rules and Regulations shall govern.

By City Charter, the City Commission is vested with the authority to issue City policies. Departmental managers are vested with discretion to interpret and apply these Rules and Regulations within their respective departments but are not authorized to change Commission adopted Rules and Regulations either orally or by practice. Employees may seek further interpretive guidance from the City of Ft. Pierce Human Resources Department with respect to the application of these policies to specific employment issues or problems. The ultimate authority to interpret and apply the policies set forth herein is vested in the City Manager.

If any direct conflicts exist between the Rules and Regulations included herein and any current collective bargaining agreement to which the City is a party, the terms and conditions of the collective bargaining agreement shall take precedence for employees in classifications represented by the applicable bargaining unit, whether the rights and benefits are greater or less than those provided by these Rules and Regulations.

CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Florida Statutes establish a mandatory Code of Ethics for all public employees and officers at F.S. Chapter 112, Section III. City employees are required to comply with this Code of Ethics, and are strongly encouraged to seek guidance from the Legal Department and/or the Human Resources Department if there is any question whatsoever about the propriety of any contemplated action prior to such action being undertaken.

A copy of the statutory Code of Ethics may be obtained by contacting either the Legal Department or the Human Resources Department. The more pertinent provisions of the applicable Statute is summarized as follows:

1. No City public officer or employee shall solicit or accept anything of value to the recipient such as a gift (including Christmas gift), favor, loan, reward, promise of future employment, preferred service, benefit, or concession that would reasonably tend to improperly influence him in the discharge of his official duties or give the appearance of improperly influencing him.

2. No City public officer or employee shall use or attempt to use his/her position, or any property or resource under his/her care or in his/her trust, or perform his/her official duties to secure special privileges; benefits or exemptions for himself/herself or others, except as may be provided by policy and/or law.

3. No City public officer or employee shall accept employment or engage in any business or professional activity which he/she might reasonably expect would require or induce him/her to disclose confidential information acquired by him/her by reason of his/her official position.

4. No City public officer or employee shall disclose or use information not available to members of the general public and gained by reason of his/her official position for his/her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

5. If any public officer or employee of the City is an officer, director, partner, proprietor, associate, or agent of, or owns a material interest in any business entity which is granted a privilege to operate in this state, he/she shall file a sworn statement disclosing such facts no later than *45* days after becoming an officer or employee or after the acquisition of such position or material interest. The individual shall file a sworn statement with the employee Director of Human Resources and Clerk of the Circuit Court of the county in which he/she is principally employed.

6. No City public officer or employee shall transact or solicit to transact any business in his/her official capacity with any business entity of which he/she or his/her spouse or child is an officer, director, agent, or member, or in which he/she or his/her spouse or his/her child owns a financial interest, or otherwise

has any material interest therein. Nor shall a City public officer or employee, acting in a private capacity, transact or solicit to transact any business with the City, or with any of its subdivisions or agencies.

7. No City public officer or employee shall have personal investments in any enterprise which would reasonably create a conflict between his/her private interests and the public interest.

8. No City public officer or employee or his/her spouse or minor child shall, at any time, accept any compensation, payment or thing of value when such public officer or employee knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his/her official capacity.

9. No City public officer or employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the City, or any part of the City of which he/she is an officer or employee. Nor shall any City officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his/her private interests and the performance of his/her public duties, or that would impede the full and faithful discharge of his/her public duties.

10. No City public officer or employee shall have any interest, financial or otherwise, in any business transaction or professional activity, nor from any obligation of any venture which is in substantial conflict with the proper discharge of his/her duties in the public interest.

Certain City public officers and employees, including but not limited to Local Officers, Procurement Employees, Legislative Analysts, Legislative Assistants, Executive Assistants, are required by law to file either limited financial disclosure forms or full financial disclosure forms, and are subject to more stringent requirements, especially with regard to the acceptance of gifts and honoraria. As mentioned previously, when any City employee or officer has any doubt as to the personal application of the laws governing ethical behavior, he/she should discuss the matter with the Director of Human Resources. An employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from the State of Florida Commission on Ethics in Tallahassee, Florida. Copies of the request and resulting opinions should be provided to his/her department director and the Director of Human Resources prior to engaging in the activity.

SECTION 1
DEFINITION OF TERMS

ACTIVE PAY STATUS Authorized paid leaves, holidays, or time on duty.

ALLOCATION Assignment of a position to its appropriate class in relation to duties performed.

APPLICANT Individual who has completed and submitted an application for employment with the City.

APPOINTING AUTHORITY The City Manager or his or her Designee.

APPOINTMENT Offers and acceptance by a person of a position either on a regular or temporary basis.

BOARD The Civil Service Appeals Board.

CERTIFY The act of the Director of Human Services supplying a Department head with the names of applicants who are eligible for appointment to the class and position for which certification is requested.

CITY The City of Fort Pierce.

CITY SERVICE All persons employed by and under the jurisdiction of the City Commission as members of the Classified or Unclassified Services.

CLASS Group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class descriptions, and pay range.

CLASS DESCRIPTION Written description of a class consisting of a class title, a general statement of the major function of work, illustrative duties, and the qualifications for the class.

CLASS TITLE Title in the classification plan which describes the nature of work of the position.

CLASSIFICATION Grouping positions in classes with regard to duties and responsibilities, requirements as to education, knowledge, experience and ability, and ranges of pay.

CLASSIFICATION DATE Date an employee entered, transferred, or was promoted to the current position. This is the date from which length of service in classification is computed for determination of probationary periods, order of layoff, and eligibility for performance increases.

CLASSIFICATION PLAN Official system of grouping positions into classes. 2

COMMISSION The City Commission of the City of Fort Pierce.

COMPENSATION Standard rates of pay which have been established for the respective classes of work, as set forth in the pay plan.

CONFIDENTIAL Entrusted information treated with privacy.

CONTINUOUS SERVICE Employment which is uninterrupted except for authorized leaves of absence or suspension. Time lost due to leaves of absence or suspension shall not be included in the determination of length of continuous service. Authorized paid leave of absence are included as part of continuous service.

CONTRACTED EMPLOYEE An employee under an agreement, who may be terminated when the contract terminates and whose benefits will be in accordance with the agreement.

DEMOTION Assignment of an employee from one class to another which has a lower maximum rate of pay.

DEPARMENT HEAD The designated manager who directs the activities of and has the responsibility for a major department or facility.

ELIGIBLE A person listed on an active Eligible List.

ELIGIBILTY LIST An Employment List, Promotional List, Reemployment List, or Reinstatement List.

EMPLOYMENT LIST List of persons who have been found qualified by an entrance examination for appointment to a position in the class.

EXAMINATIONS Common, assembled techniques, with written tests, performance tests and interviews, which would include education, training and experience; evaluation of qualifications including written appraisals, oral inquiries and investigation; evaluations and samples of applicants' work, and medical reports.

EXEMPT STATUS Employees who are in an exempt status category are not eligible for over time pay under the requirements of the Fair Labor Standards Act.

FULL TIME Position that requires an employee to work the full amount of hours as approved by the Appointing Authority.

IMMEDIATE FAMILY See RELATIVE.

INCUMBENT The person occupying a position.

INSUBORDINATION Unwillingness on the part of an employee to submit to the authority vested in the Appointing Authority, Department Head, Supervisor, or other position of authority as outlined in these Personnel Rules and Regulations, Department manuals or operations.

LAYOFF Reduction of the number of employees due to the lack of work, funds, or other determinations.

LEAVE An appointed absence from work of a type as provided by these rules.

MAY The word "May" shall be interpreted as permissive.

ORAL EXAMINATION The face-to-face contact between the candidate and those members interviewing and/or examining a candidate as a portion of the overall examination process.

OVERTIME Time worked in excess of a non-exempt employee's regularly scheduled work shift.

PART TIME Position that requires the employee to work fewer hours than normally designated for others in the same classification, usually less than thirty (30) hours per week.

PAY Salary or hourly compensation paid to an employee.

PAY PLAN Official schedule of pay for each classification.

PAY RANGE A minimum and maximum salary which is assigned to a classification title, expressed as a pay range number.

PERFORMANCE EVALUATION A report relative to the job performance of an employee made by a supervisor.

PERFORMANCE EXAMINATION A practical test in which the candidate performs a sample of the actual work that is found on the job.

PERFORMANCE PAY Increase in pay established in the pay plan which may be granted to an employee based on job performance.

POSITION Group of duties and responsibilities assigned and budgeted requiring the full time or part time employment of one (1) person.

PROBATIONARY PERIOD Period of time provided to allow the City an opportunity to evaluate an employee's performance and to recommend to the Appointing Authority whether or not the employee is to be retained in that position.

PROMOTION Assignment of an employee from one class to another which has a higher maximum rate of pay.

PROMOTIONAL EXAMINATION An examination or group of examinations for a position in a certain class, admission to which is limited to employees in the Classified Service and who hold regular status in another class.

PROMOTION LIST A list of persons who have been found qualified by a promotional examination or other criteria if no examination has been administered, for appointment to a position in a particular class.

PROVISIONAL EMPLOYEE Any employee filing a position in the Classified Service without competition pending the establishment of an Eligible List.

REEMPLOYMENT LIST List of ex-employees who were previously separated from City employment for reasons not detrimental to their work history.

REGULAR APPOINTMENT An employee who has satisfactorily completed a probationary period.

RELATIVE As defined by Florida Statutes and administered thereof.

RESIGNATION An act by an employee to voluntarily withdraw from employment of the City.

RETIREMENT Whenever an employee meets the conditions set forth in the Retirement Plan regulations and elects to retire and receive benefits earned under the City's Retirement Plan.

SHALL The word "shall" will be interpreted as mandatory.

SUPERVISOR An individual employee responsible for various management and supervisory responsibilities as specified by the Appointing Authority or designee, or by job description.

SUSPENSION Relief from work with or without pay under the Personnel Rules and Regulations as recommended by the Supervisor and/or Department Head and approved by the Appointing Authority.

TEMPORARY EMPLOYEE An employee appointed for a special project or other work of a temporary or transitory nature; who will serve in an exempt status and meet requirements set by the City.

TRAINEE Employee undergoing a training period to learn the job duties or to attain education or certification.

TRANSFER Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

WORK DAY Scheduled number of hours an employee is required to work per day.

WORK PERIOD Number of hours regularly scheduled to be worked during a work cycle.

SECTION 2

GENERAL PROVISIONS

1.01 PURPOSE

The purpose of these Rules and Regulations is to provide a general guide for the personnel administration of the City of Fort Pierce.

1. These Rules and Regulations are not intended to be a legally enforceable contract (either expressed or implied).

2. These Rules and Regulations are not intended to create any legally enforceable obligation on the part of the City.

3. These Rules and Regulations supersede all previously adopted Rules and Regulations and personnel policies and procedures to the extent such prior policies conflict with those provisions.

4. These Rules and Regulations are a reference document and are not intended to contain all of the official Rules and Regulations of the City.

5. No employee other than the Appointing Authority has the authority to enter into an employment agreement.

1.02 MANAGEMENT RIGHTS

To ensure effective and efficient public service, City management's rights, duties and responsibilities include but are not limited to the following:

1. To determine the organization of the City's Departments and Units.

2. To determine the purpose of each of its Departments.

3. To exercise control and discretion over the organization and efficiency of operations.

4. To set standards for services to be offered to the public.

5. To manage and direct the employees of the City and to determine the number of personnel to be employed.

6. To hire, examine, classify, reclassify, promote, train, transfer, assign, schedule, and retain employees.

7. To suspend, demote, discharge, or take disciplinary action against employees.

8. To increase, reduce, change, modify, or alter the composition and size of the work force including the right to relieve employees from duties because of lack of work, lack of funds, or other reasons.

9. To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and subcontract existing and future work.

10. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, departments, or projects.

11. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.

SECTION 2

PHILOSOPHY

It is the intent of the City to ensure fair treatment of all of its employees in all aspects of their employment. Without limiting the foregoing, these policies shall be carried out without regard to an employee's race, color, creed, national origin, religion, marital status, disability, age, gender or sex and with proper regard for an employee's privacy and rights as a citizen.

2.01 THE CITY SERVICE

All offices and positions of the City are divided into the Classified Service and the Unclassified Service. Except as specifically modified by a Collective Bargaining Agreement or other contract, all city offices and positions shall be governed by these Rules and Regulations.

2.02 UNCLASSIFIED SERVICE

The Unclassified Service shall include the following positions:

A. City Commission.

B. All elected officials.

C. The City Manager, City Attorney, City Clerk, Human Resources Director, Finance Director, Chief of Police, Department Heads and specifically designated Assistant Department Heads.

D. All members of Boards and Commissions appointed by the City Commission.

E. Volunteer, part-time, temporary, and probationary personnel and employees appointed from temporary employment agencies.

F. Consultants and counsel rendering temporary professional service or persons employed under limited term contractual agreements to perform specialized or technical service for the City.

G. Others as may be appointed and designated in the future by the City Commission.

2.03 CLASSIFIED SERVICE

The Classified Service shall include all other positions in the City Service that are not specifically placed in the Unclassified Service.

2.04 ADMINISTRATION

The City expects each employee to read, understand and comply with the Rules and

Regulations set forth herein. If an employee is uncertain about the meaning of a policy or how a policy applies to a specific employment issue or problem, they should consult with their supervisor and/or Department Head. In addition, employees may seek further guidance from the City of Ft. Pierce Human Resources Department with respect to the application of these policies to specific employment issues or problems. Ultimately, the City Manager is vested with the final authority to interpret and apply the policies set forth herein.

2.05 AMENDMENTS

The City Commission may modify, amend, or change Rules and Regulations as it, in its sole judgment, deems necessary for the effective administration of personnel management.

2.06 DEPARTMENTAL POLICIES

Departmental policies, General Orders and Standard Operating Procedures, if any, serve as supplements to these Rules and Regulations. In the event of a conflict between these Rules and Regulations and any departmental policy or procedure, these Personnel Rules and Regulations shall govern.

2.07 COLLECTIVE BARGAINING AGREEMENTS

For all employees of the City who are represented by a Certified Employee Organization under a valid Collective Bargaining Agreement, such Agreement shall take precedent over these Rules and Regulations when a difference or conflict between the two documents occurs.

2.08 MOVEMENT OF UNCLASSIFIED POSITIONS AND EMPLOYEES INTO CLASSIFIED POSITIONS

When positions are brought into the Classified Service by ordinance or by act of the City Commission and amendment of the City Charter, the conversion of the incumbents will be governed as follows unless specific provisions of an act or ordinance provides otherwise:

A. Incumbents will be given Classified Service status if they have been serving in their positions for at least six (6) months on the effective date of the movement of their positions into the Classified Service and they must meet the competitive requirement for the position they occupy.

B. An employee who does not meet the length of service requirements, or who does not meet competitive requirements may be retained in an unclassified status. If the employee lacks the competitive requirements, the employee may be recommended for conversion at such time as he/she does meet them.

2.09 CLASSIFIED SERVICE EMPLOYEES IN UNCLASSIFIED POSITIONS

A. With the approval of the Appointing Authority, an employee in the Classified Service may be appointed to a position in the Unclassified Service. The position in the Classified Service shall be considered vacated and shall be filled by the regular competitive procedures which apply to filling such positions on a permanent basis.

B. If such employee is separated from the Unclassified Service position, the employee may be returned to the former position or one of equal or similar responsibilities in the Classified Service, upon recommendation of Appointing Authority.

SECTION 3

STANDARDS OF CONDUCT

3.01 GENERAL POLICY

The City of Fort Pierce has established a system of personnel management to assist in providing superior service to the community. An employee who violates any of these Personnel Rules and Regulations shall be subject to disciplinary action.

3.02 EQUAL EMPLOYMENT OPPORTUNITY/PROHIBITION AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

A. Definitions

1. Discrimination is conduct in which an employee of the City is treated less favorably than a similarly situated employee on the basis of religion, race, marital status, disability, color, gender, sex, age, pregnancy, or national origin (except where such factor is a bona fide occupational qualification or is required by law).

2. Harassment is speech or behavior directed toward an employee on the basis of religion, race, marital status, disability, color, gender, sex, age, pregnancy, or national origin and which is so objectively offensive, severe or pervasive as to alter the employee's working conditions or environment. Harassing conduct includes, but is not limited to epithets, slurs or negative stereo-typing; threatening, intimidating or hostile acts; denigrating jokes; or written or graphic material which is displayed or circulated in print or electronic media and that denigrates or shows hostility or aversion toward an individual or group on the basis of religion, race, marital status, disability, color, gender, sex, age, pregnancy, or national origin.

3. Sexual harassment is unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-based nature when (1) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) is sufficiently pervasive or severe to alter an employee's working conditions or environment. Sexual harassment encompasses a wide range of conduct but includes, among others:

a. promising, directly or indirectly, an employee an award, if the

employee complies with a sexually-oriented request;

b. threatening, directly or indirectly, to retaliate against an employee, if the employee refuses to comply with a sexually-oriented request;

c. denying, directly or indirectly, an employee an employment-related opportunity, if the employer refuses to comply with a sexually-oriented request;

d. engaging in sexually suggestive physical contact or touching another employee in a way that is unwelcome;

e. displaying, storing or transmitting pornographic or sexually-oriented materials;

f. engaging in indecent exposure;

g. making sexual or romantic advances toward an employee and persisting despite the employee's rejection of the advances; and

h. verbal conduct that includes derogatory comments or jokes directed toward an individual's gender or directly toward the individual as a result of his or her gender.

4. Retaliation as used in this section is a material, adverse action taken against an employee for making a good faith complaint of discrimination or harassment or participating in an investigation of a complaint of discrimination or harassment.

B. Policy

1. The City is an equal opportunity employer. The City prohibits discrimination in all aspects of employment including but not limited to recruitment, compensation, hiring practices, conditions of employment, employee development, leaves of absence, employment advancement, discipline and termination.

2. The City shall take affirmative action to expand opportunities for minority groups and women through employment and promotion on a completely nondiscriminatory basis.

3. The City prohibits harassment, including sexual harassment, in the workplace.

4. The City prohibits retaliation against employees who have raised good faith complaints or participated in protected activity.

5. The City shall investigate all reported incidents of discrimination, harassment and retaliation. Substantiated incidents of discrimination, harassment and retaliation will be treated as infractions of the City's Code of Conduct and may result in disciplinary action up to and including termination of employment.

C. Reporting

All City employees are responsible for helping to enforce this policy against discrimination, harassment and retaliation. Any employee who has been the victim of prohibited discrimination, harassment or retaliation, or who has witnessed such discrimination, harassment or retaliation is required to immediately notify the City of the harassment utilizing the procedures set forth in Section 24.03, Complaints of Discrimination, Harassment and Retaliation.

3.03 CONFLICT OF INTEREST

A. Employees who may be in a position to influence actions and decisions regarding the City's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers, contractors and other parties.

B. An outside personal economic relationship which affords present or future financial benefits to an employee, his/her family or relative, or individuals with whom he/she has business or financial ties may be a conflict of interest requiring evaluation by the City. Examples include:

1. The employee is engaged in private business or financial relationship which may secure advantage of goods, services or influence due to the position of the employee or relative with the City.

2. The employee designates sources for procurement or procures parts, materials, services, supplies or facilities by purchase or lease, or sells or leases to the City in his/her name, the name of a family member or relative, or individuals with whom the employee has financial ties.

3. The employee acts as director, officer, agent, sole proprietor, partner, stockholder (if owning in excess of ten (10%) percent of outstanding securities), employee, paid consultant or advisor to a supplier doing business with the City.

4. Employee or any person related by blood or marriage who has a business relationship within a business or enterprise; is an officer or agent, partner, shareholder having ten (10%) percent or greater ownership, paid consultant qualifier by licensure; or such similar relationship is in a position to approve, recommend, accept or reject any proposed procedure, product, service work, application, or submittal to the City.

C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the Appointing Authority, as well as with any agency or officer as directed by state

law. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the Appointing Authority. The City retains the right to determine whether a specific relationship could cause a potential conflict of interest as construed by this section.

D. Employee acceptance of loans, advances, gifts, gratuities, favors, or entertainment from a supplier, bidder, or other party doing business with the City is prohibited.

E. It is prohibited for any employee to use his/her position with the City to obtain or attempt to obtain any special preferences, privileges, or exemptions for the employee or for others.

F. No employee shall disclose confidential information gained by reason of his/her official position, or use such information for personal gain or benefit, or for gain or benefit of any relative as defined in Florida State statute, or for the gain of any other person or business.

3.04 POLITICAL ACTIVITY

Employees will be guided by provisions of F.S. Chapter 104 (as amended).

A. Employees may:

1. Register and vote as they choose.
2. Assist in voter registration drives.
3. Express their opinion about candidates and issues provided he or she is not engaged in the performance of his or her duties or acting in a representative capacity on behalf of the City and, provided further, that the employee does not express such opinions to other employees who are engaged in the performance of their duties.
4. Contribute money to a political organization or attend political fund raising functions.
5. Attend political rallies and meetings.
6. Join a political club or party.
7. Sign nominating petitions.
8. Campaign for or against referendum questions, constitutional amendments, etc.
9. Become a candidate for an elective political office. The employee may use annual leave or work after duty hours during a campaign for other than a City office.
    a. Any employee who wishes to accept or seek election to a City office shall resign from City employment upon formal declaration of candidacy.

b. Any employee wishing to qualify for any other elective office shall submit in writing notification to the Appointing Authority, who will determine whether a conflict of interest exists. If a conflict of interest exists, the Appointing Authority will terminate the individual's employment with the City.

B. Employees may not:

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal rights of any officer or employee.
4. Wear or display political badges, buttons, or stickers while on duty or acting in a representative capacity on behalf of the City.

3.05 EMPLOYMENT OF RELATIVES AND FRATERNIZATION

A. Employment of Relatives (Nepotism)

Nepotism within business organizations can result in many undesirable situations, but it can be even more pronounced within public agencies. For purposes of this section, relative is defined as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent or grandchild.

1. No relative of any employee of the City will be hired or retained on a regular or temporary basis within the same department, except as may be determined by the Appointing Authority to be in the best interest of the City.
2. Approval will not be granted for the employment, promotion, or transfer of a relative to a position where either one would be supervising or influencing in any significant manner the activities of the other.

B. Fraternization

1. Employees are discouraged from dating or engaging in romantic, sexual, or intimate relationships with other employees of the City and should

recognize that such relationships may create organizational conflicts. Such a relationship is prohibited when it unreasonably interferes with or materially and adversely affects either employee's work performance, objectivity, judgment, professionalism, business reputation or ability to conduct himself or herself in an appropriate business manner; or it unreasonably interferes with or materially and adversely affects the work environment of other employees; or it results in sexual harassment.

2. Management and supervisory staff are prohibited from dating or engaging in romantic, sexual, or intimate relationships with subordinates that work within the same department or any other position that falls either directly or indirectly within the supervisor's scope of authority.
3. When a promotion, transfer, placement, or assignment of any employee creates a violation of these rules, both employees must report this conflict to the Department Head within one business day of being notified of the promotion, transfer, placement or assignment. The City retains the right to restrict promotion, transfer, placement, or assignment into a position wherein such action would create a violation of these rules.
4. Violations of these rules are grounds for disciplinary action that may include termination of one or both offending employees.

3.06 OUTSIDE EMPLOYMENT

A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. City employment shall be considered the primary employment of City employees. No employee may engage in outside employment which would interfere with the interest of or create a conflict of interest with the City. All outside employment must be reported to the appropriate Department Head and City Manager.

B. Any employee accepting outside employment shall make arrangements with the outside employer to be relieved from outside duties if and when called for emergency service by the employee's direct supervisor or Department Head. Every employee shall agree to and shall respond immediately to any emergency call to duty whenever the Department Head or his or her designee determines that the employee's services are necessary.

C. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under either the City's Injury Leave policy or the Worker's Compensation benefits as a result of injury or disability resulting from the outside employment. Such employees may be entitled to reasonable accommodations.

D. Equipment, facilities, vehicles or property of the City shall not be used by employees for outside employment.

3.07 RELEASE OF INFORMATION

A. Information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Release of such information before final decisions or disposition of the matter often causes misunderstanding and confusion.

B. It is the intent of the City to insure that all information released is true and accurate. Unless release of information is a normal part of their duties, employees shall direct such inquiries for information to their Department Head, City Clerk or Appointing Authority.

3.08 SOLICITATION AND DISTRIBUTION

A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make contributions is prohibited.

B. Employees are prohibited from conducting or promoting private business for gain during working time, within any City facility or using City property.

C. Employees are prohibited from soliciting on behalf of or distributing literature which tends to promote any organization, including any labor union, labor organization, or employee organizations during working time or in any area where City work is performed, in accordance with Florida Statutes.

D. Employees are prohibited from displaying or affixing any literature, labels, messages, or bumper stickers on City property except as approved and directed by the Department Head or Appointing Authority.

3.09 USE OF CITY'S PROPERTY

A. Employees shall not use City property, equipment, or vehicles except in the performance of official duty, nor shall they permit use of property, equipment or vehicles by an unauthorized person, either on or off duty.

B. Offices, desks, file cabinets, lockers, planners, computers, vehicles, pagers, cell phones and all other facilities and equipment issued or assigned by the City are subject to search consistent with applicable law to collect and preserve evidence related to an administrative or criminal investigation or for supervisory inspection and oversight. Employees are hereby specifically informed that they have no expectation of privacy in regard to offices, desks, file cabinets, lockers, planners, computers, vehicles, pagers, cell phones, tablets, smart phones and all other facilities and equipment issued or assigned by the City.

C. Employees do not have an expectation of privacy in any city facility or issued

equipment even where the facility or equipment is secured by the employee's personally owned lock, password or other security device.

D. Employee Responsibility. Each employee who is provided City equipment, tools, supplies, or a vehicle shall exercise reasonable care in the safekeeping, use, and preservation of such City property and shall return the property in the same condition as the property was in when issued, except for normal wear and tear, upon separation from employment or upon request. Employees shall promptly report, in writing, to their supervisor the loss, damage, or unserviceable condition of City property assigned to the employee or under the employee's control. The immediate supervisor shall forward the report to the Department Director for appropriate action.

3.10 DRESS AND APPEARANCE

A. No attempt is made by the City to set specific dress standards. The important factor is the overall public impression created. Employees assigned duties dealing with the public should be properly groomed and dressed in a business-like manner.

B. Determination of appropriate dress and appearance is within the Department Head's discretion.

C. When uniforms are furnished by the City, the employees shall wear them as prescribed and maintain them in a clean and suitable manner. If an employee terminates, the employee shall return all issued uniforms and equipment. The employee will be charged for all missing uniforms and equipment.

D. Body art or tattoos that are deemed offensive, discriminatory or inappropriate are not allowed or must be covered.

3.11 MEMBERSHIP IN ORGANIZATIONS

All employees have the right to join national, state, and local groups of their choice and the right to organize, within the City, for their mutual benefit, with the exception of such groups as have been declared by the Attorney General of the United States to be of a subversive nature or advocating the overthrow of the Government.

3.12 GENERAL PROHIBITIONS

A. Employees are expected to conduct themselves in a manner which will not discredit the City, public officials, fellow employees, or themselves.

B. Employees shall avoid conduct or speech that is contrary to good order and

discipline. They shall treat each other with the utmost courtesy and respect.

C. No employee shall make any false statement, certificate, mark, rating, or report concerning any test, certification or appointment made under the provisions of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules.

D. No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service, or other valuable consideration for any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in a position in the City.

E. No employee shall deceive or obstruct any person in their right to examination, eligibility, certification or appointment under these rules, or furnish to any person any special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the City.

F. No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such items to be used or worn by anyone who is not authorized to use or wear them, nor permit them to be out of their possession without good cause or upon the approval of the Department Head. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

G. No employee shall bypass or refuse to follow the chain of authority on any grievance, complaint or other matter pertaining to his/her employment, except as provided in these Rules and Regulations or permitted by law.

3.13 COMMUNICATIONS ON BEHALF OF THE CITY OR WITH CITY OFFICIALS

A. Communications with City Commission Members. Employees should respond to City Commission's requests for information within one business day and to the best of their ability. Subsequently, the employee should notify his direct supervisor of the request and the action taken. If the employee does not have the ability or authority to address City Commission's questions or requests, the employee should refer the question or request immediately to their supervisor for follow up.

B. Statements of City Employees to Attorneys Concerning City Employees/Business. If a City employee is requested or subpoenaed to make a statement to an attorney or law firm regarding litigation related to the City, the employee shall inform his Department Director immediately upon receipt of the request/subpoena. The Department Director will, in turn, inform the Human Resources Director, who will consult with the City's or insurance company's legal counsel, and the City Manager to determine the proper course of actions.

Failure to comply with this rule may subject the employee to disciplinary action.

3.14 BULLYING

Bullying of co-workers or the public is strictly prohibited. Bullying is defined as repeated, unreasonable actions of an individual (or a group) directed towards an employee (or a group of employees) or a member of the public, which are intended to intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the employee(s) or the public.

If an employee believes he or she has been bullied, or has witnessed bullying in the workplace, the employee should report this conduct immediately to his or her supervisor. If it is not appropriate to report this conduct to the supervisor, the employee should report this conduct to the Human Resources Department.

3.15 SOCIAL MEDIA

A. The purpose of this order is to establish policy and procedure for social networking of the employees with the City of Fort Pierce.

B. It is the policy of the City of Fort Pierce to address issues associated with employee use of social networking sites and to provide guidelines for the regulation and balance of employee's Constitutional Rights to speech and expression with the legitimate needs of the City. This policy applies to all forms of communication including but not limited to, video, print media, remote computer access, public and private speech, use of all Internet services, including the World Wide Web, e-mail, file transfers, news services, social networking, instant messaging, blogs, forums, and other file-sharing sites.

This policy is not intended to prohibit or infringe upon any employee's communication, speech, or expression as guaranteed by the Florida and United States Constitutions.

Public employees occupy a trusted position in the community, and thus, their statements may have the potential to contravene the policies and performance of the City. Due to the nature of the work and influence associated with City government, it is necessary that employees of the City be subject to reasonable limitations of their speech and expression, both on and off-duty. To achieve its mission and efficiently provide service to the public, the City of Fort Pierce will carefully balance the individual employee's rights with the City's needs and interests.

C. Procedures

1. Employees should carefully consider the implications of their speech or any other form of expression when using any communication medium; including the Internet. For safety and security reasons, Employees should not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety or privacy of any employee, their family and/or associates.

2. To ensure the City's safety, mission, and public-trust, the following is prohibited:

    a. Speech or expression made pursuant to official duties that tends to compromise or damage the mission, function, reputation, or professionalism of the City of Fort Pierce or its employees.

    b. Speech or expression that, while not made pursuant to official duties, is significantly linked or related to the City of Fort Pierce and tends to compromise or damage the mission, function, or the professional reputation of the City or its employees.

    c. Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the employee as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.

    d. Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the employees of the City. For example, a statement on a blog that provides specific details as to how and when prisoner transportations are made could reasonably be foreseen as potentially jeopardizing employees by informing criminals of details that could facilitate an escape or attempted escape.

    e. Speech about the guilt or innocence of any suspect or arrestee, or comments concerning pending prosecutions. Employees shall not post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to City training, activities, or work related assignments without the express written permission of the Appointing Authority or Designee.

    f. Speech or expression that is contrary to the Law Enforcement Code of Ethics as adopted by the City of Fort Pierce.

    g. Use or disclosure, through any means, of information, photographs, videos or other recordings obtained or accessible as

a result of employment with the City for financial or personal gain, or any disclosure of such materials without the expressed authorization of the Appointing Authority or Designee or his/her designee or any other act that would constitute a misuse of public information in violation of F.S. Chapter 119.

h. Posting, transmitting or disseminating any photographs, videos or other recordings, likeness or images of City logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies the City of Fort Pierce or Police Department on any personal social network site, other website, or web page in any manner which is defamatory, obscene, unlawful or interferes with the operations of the City.

i. Failing to take reasonable and prompt action to remove any content that is in violation of this policy from any web page or website maintained by the employee or to which the employee has access and/or control (e.g. social or personal websites).

j. Accessing websites for non-authorized purposes, or use of any personal communication device, game device or media device, whether personally or City owned, for personal purposes while on-duty, except in the following circumstances:

i. When brief personal communications may be warranted by the circumstances (e.g. inform family of extended hours).

ii. During authorized breaks, however, such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

3. Unless specifically authorized by the Appointing Authority or Designee or his/her designee, employees may not represent the City of Fort Pierce or identify themselves in any way as being affiliated with the City, by appearing in any commercial, motion picture, film, video, public broadcast or on any website for the purposes of advertising/endorsing a product or for supporting, opposing, contradicting any political campaign, initiative, social issue, cause, or religion.

4. Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or on any Internet site open to public view (e.g. Facebook, MySpace, dating services, etc.).

5. All messages and attachments (e.g. photographs, videos, documents)

transmitted, received, or accessed over any City network systems are considered City records and, therefore, are the property of the City. The City reserves the right to access, audit and disclose all messages, regardless of the reason, including attachments that have been transmitted, received, or accessed through any City system or device, or any such information placed into any City storage area or device. This includes records of all key strokes or web-browsing history made on any City computer or over any City network system. The fact that access to a database, service or website requires a user name or password will not create an expectation of privacy if it is accessed through a City computer or network system.

3.16 WHISTLEBLOWER POLICY

A. Employees shall report in writing any violation or suspected violation of federal, state or local law by any City employee, official, or business entity with which the City is doing business.

B. Employees shall report improper use of public office, gross mismanagement or waste of public funds, or any other abuse or gross neglect of duty on the part of the City, a City employee, or a member of the City Commission or any City board.

C. An employee with knowledge of such actions or activities shall report this information to his immediate Supervisor, other members of supervision, Department Director, Human Resources Director, or the City Manager for investigation and resolution.

D. The investigation will be conducted by the City Manager, Human Resources Director, and/or Department Director, depending on the nature and circumstances of the allegations. Information related to an ongoing investigation will be maintained on a confidential basis to the extent allowed by public records laws. The Police Department shall be utilized in appropriate circumstances.

E. Retaliation against an employee who reports in good faith any actual or suspected violation, abuse, or other improper action is strictly prohibited by law, and by City policy. Disciplinary action may be taken against an employee who knowingly files a false and/or malicious report or who fails to make a report when required to do so.

SECTION 4

APPLICATIONS AND EXAMINATIONS

4.01 GENERAL POLICY

The City will not discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of the individual's religion, race, veteran status, marital status, disability, color, gender, sex, age, pregnancy or national origin.

An applicant with a disability who is able to perform the essential functions of the position, with or without reasonable accommodations, will be given full consideration for employment in all departments. Performance standards will not be used to arbitrarily eliminate individuals with disabilities from consideration.

Employees may apply for promotional opportunities by completing the Promotional Opportunity Form in the Human Resources Department. If an examination is not required, all qualified in-service employees will be considered for any vacant position.

4.02 POSITIONS IN THE CLASSIFIED SERVICES

A. All applicants for positions in the Classified Service shall file written applications to the Human Resources Department within time limits fixed in the announcement. Defective applications may be returned to the applicant for correction or to get assistance with the completion of the application; the corrected application must be returned to the Human Resources Department.

B. Fraudulent conduct, false statement(s), omissions(s), or misleading statement(s) by an applicant, or by others at his/her request or with his/her knowledge, in any application or examination, shall be cause for the disqualification of such applicant from an examination, removal of his/her name from all eligibility lists, and termination from City employment.

C. When it is determined that there will be a promotional examination, the Appointing Authority shall designate the lower class or classes from which the promotion is to be made and shall establish the required period of service in these classes.

D. Law enforcement personnel are required to take a competitive promotional examination for promotion to classes in a higher grade.

E. Each person in an examination shall be entitled to inspect his/her papers and grades. Such inspection shall be permitted only during regular business hours and at the office of the Director of Human Resources.

F. A manifest error in rating a test or test procedure shall be corrected if called to the attention of the Human Resources Department within the inspection period. Such corrections shall not invalidate any appointment previously made from such a list. Candidates for examinations may appeal to the Director of Human Resources for correction of their grades upon presentation of reasonable cause to believe that their examinations have been incorrectly rated.

4.03 EMPLOYMENT REQUIREMENTS

Outside Applicants – If an examination is not required, a sufficient number of qualified applications will be sent to the department/division for interview and tentative selection. All offers of employment are contingent upon the completion of applicable background checks and the execution of paperwork and payroll forms required by the City of Fort Pierce's Human Resources Department. The City of Fort Pierce is committed to affirmative action, however, all employment decisions will be based on legitimate business factors. The City will comply with F.S. Chapter 295 regarding veteran preference.

4.04 VETERAN'S PREFERENCE

In accordance with the provisions of F.S. §295, veterans and spouses of veterans who meet certain criteria are eligible for preference in employment or promotion provided the veteran or spouse possesses the minimum qualifications of the position as outlined in the job description. Such preference does not preclude the hiring (outside hire) of a non-veteran who is more qualified than a veteran, however, in case of a promotion, a veteran who possesses the minimum qualifications of the position shall be promoted.

Veterans' employment preference expires following employment/promotion in a position with any public employer in the State of Florida for which veterans' preference was utilized (i.e. Veterans' preference can only be used one time).

To receive a veteran's preference, the applicant or employee must present a DD214 showing the veteran was honorably discharged.

Veteran's preference does not apply to the following positions with the City:

City Manager
Department Managers
Management positions as defined by F.S. §295
Policy-making positions as defined by F.S. §295
Temporary employees without benefits

4.05 DRIVER'S LICENSES

A. Employees driving City vehicles are required to possess a valid driver's license with the endorsement which is applicable for the vehicle being driven as is required by Federal and/or Florida State Law, whether or not this requirement is included or omitted in the description of the class title to which the employee was appointed. If the employee is required to obtain any additional licensing, the employee must do so at his or her own expense.

B. All violations, citations, fines, or other actions taken by any law enforcement agency against any employee incurred during professional use must be disclosed to the employee's immediate supervisor within three (3) business days. Further, payment for all such violations, citations, fines and other actions taken by any law enforcement agency while driving a City vehicle in violation of these rules shall be the responsibility of the employee. Such violations and citations may also be cause for disciplinary action, up to and including termination of employment.

C. Employees must immediately report any changes in the status of ~~his/her~~ their driver's licenses (i.e., revocation, suspension, etc.) to the appropriate immediate supervisor within 24 hours.

4.06 COMPETITIVE EXAMINATIONS

A. Competitive examinations shall be open to all who meet the requirements as listed on the public announcement or posting of the position.

B. Positions in the Classified Service, when they are to be filled from outside the City service, may be filled through postings open to the public.

C. Examinations may be assembled or unassembled and may include, but shall not be limited to, written, oral, physical tests, performance tests, ratings of training, and experience or any combination of these. They may take into consideration such factors as education, training, experience, attitude, aptitude, knowledge, and/or physical fitness to the extent relevant to the position to be filled.

D. Candidates may be required to attain at least a minimum performance on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test.

E. Persons who take competitive promotional examinations shall be given notice as to whether or not they qualify on such examinations. An eligible person shall be advised of his/her score and relative position on the eligibility list; however, in consideration of the factors which may change a candidate's relative standing from time to time, the candidate will not be re-advised of his/her relative standing except in response to specific inquiry. The reply will indicate the standing as of a particular date.

4.07 UNASSEMBLED EXAMINATIONS

A. Whenever the Human Resources Director determines that because of the nature of the position or that possible applicants are not available in sufficient numbers to justify holding assembled examinations, the Human Resources Director may conduct examinations for such classes on an unassembled basis.

B. A person who competes in or is disqualified from an unassembled examination for a particular class is eligible to compete in another examination for the same class after an elapsed time of three (3) months.

SECTION 5

ELIGIBILITY LISTS

5.01 ESTABLISHMENT OF ELIGIBILITY LIST FROM COMPETITIVE PROMOTIONAL EXAMINATIONS

The Human Resources Department may establish and maintain eligibility lists for the various classes of positions as are necessary to meet staffing needs.

5.02 DURATION OF ELIGIBILITY LISTS

The duration of each competitive promotional eligibility list and the names appearing thereon, shall be for one (1) year from the date of certification. The Director of Human Resources may extend such period before the expiration of the list, in increments of six (6) month extension periods, not to exceed two years total.

5.03 CERTIFICATION FROM THE LIST

Upon receipt of a request to fill a vacancy from a competitive promotional list, the Director of Human Resources shall certify names of the three (3) highest individuals on the appropriate list or authorize some other kind of appointment as provided in these rules. If there is more than one vacancy to be filled, the number of names to be certified shall be determined by adding two (2) eligibles to the number of vacancies. When names are removed from the list because of promotion to a higher classification, the remaining names are advanced to the top of the list.

SECTION 6

CERTIFICATION AND APPOINTMENT

6.01 PROCEDURE FOR FILLING VACANCIES

A. All vacancies in the Classified Service shall be filled by original appointment, promotional appointment, provisional appointment, reemployment, reinstatement, transfer or demotion.

B. Whenever a vacancy is to be filled, the Department Head shall submit a requisition to the Human Resources Department for those eligible for the appointment to the class or position for which the vacancy exists. Requests may be in writing or by phone.

C. If the position is other than entry-level, a promotional opportunity announcement shall be sent to all departments for posting on bulletin boards. All interested employees, if they meet the minimum qualifications, may make a request to the Human Resources Department to be considered for the vacant position.

D. If the position is a regular position, the Director of Human Resources shall certify to the Department Head the proper number of names from the appropriate list or authorize some other kind of appointment as provided in these rules.

6.02 ORDER OF LISTS FOR CERTIFICATION

Certification shall be made from existing lists in the following order:

A. Lay-Off List

B. Competitive Promotional Examination List

C. Promotional Opportunity List

D. Reinstatement List (Other Then Lay-Off)

E. Open Applicant List

6.03 CERTIFICATION FROM THE LIST

A. Lay-Off

A regular full time employee, who has been involuntarily separated from the

Merit System without fault or delinquency, may have his/her name placed on the lay-off list for the same class of position held at the time of separation. The name of such employee shall be placed upon the list in the order determined by the Director of Human Resources after considering performance rating and total continuous time served in the class. Such employee shall be eligible for re-employment for a period of one (1) year from the date of separation.

B. COMPETITIVE PROMOTIONAL EXAMINATION LIST

Employees who have qualified on competitive promotional examinations and whose name is listed on a Competitive Promotional Exam list for a regular position that is a higher classification, shall be certified to the Department head for consideration for promotion to the higher position. Names of the top three (3) eligibles shall be certified for consideration.

C. PROMOTIONAL OPPORTUNITY LIST

If the position to be filled is other than entry level, a promotional opportunity announcement listing the title, department/division, salary and closing date will be sent to all departments, to be posted on bulletin boards.

D. OPEN APPLICANT LIST

If in-service applicants are not available to fill vacant positions, applications from outside City service shall be reviewed in the Human Resources Department and a sufficient number of qualified applicants will be sent to the Department Head or Supervisor for interviews in accordance with the City's Selection/Hiring Policy. The City of Fort Pierce is committed to affirmative action, however, all employment decisions will be made based on legitimate business factors. The City will comply with F.S. Chapter 295 regarding veterans preference.

6.04 TEMPORARY APPOINTMENTS

In an emergency, the Appointing Authority or Department Head may authorize the temporary appointment of any qualified person in a position to prevent stoppage of public business, any loss or serious inconvenience of the pubic. However, a vacancy of which the Department Head has had reasonable notice, or an employment condition of which he had, or might with due diligence have had previous knowledge, shall not be considered an emergency under this section. Temporary appointments shall be limited to a period not to exceed six (6) months, unless extended for a longer period in specific cases with the consent of the Appointing Authority. Temporary employees are not included in the Retirement System.

6.05 ACTING CAPACITY APPOINTMENTS

Whenever a vacancy exists in an authorized position, the Appointing Authority or Department Head may appoint a present employee who meets the minimum standards established for the position, to the vacant position in an acting capacity. Acting appointments shall be limited to a period not to exceed six (6) months, unless extended for a longer period in specific cases with the consent of the Appointing Authority. Such acting appointment shall be terminated as soon as an Eligibility List has been established and an appointment of a regular full or part-time employee is made. Any employee tendered an acting appointment, who previously held regular status, shall not suffer loss of status, vacation, sick leave, or other rights while serving in an acting capacity. Any employees placed in an acting capacity, if subsequently tendered the appointment to the position, shall be entitled to count all of his/her acting time toward his/her probationary period. If not subsequently appointed to the vacant position, he/she shall be reverted to his/her status immediately preceding his/her acting appointment.

6.06 TYPES OF APPOINTMENTS

The following types of appointments may be made to the Classified Service in conformity with the rules established: Regular, Temporary, Part-time, and Acting appointments not to exceed six (6) months unless otherwise extended herein.

A. REGULAR EMPLOYEE

A regular employee works full time. He/she is subject to all Rules and Regulations and receives all benefits and rights as provided by the Personnel Rules and Regulations.

B. TEMPORARY APPOINTMENTS

In order to prevent stoppage of business or loss, or serious inconvenience to the public, or in an emergency, appointments of employees on a temporary basis may be authorized by the Appointing Authority in accordance with this rule. This type of appointment will not be made for a period in excess of six (6) months.

C. PART-TIME EMPLOYEES

Part-time employees are employees who work less than the normal workweek, but on a regular basis.

D. ACTING CAPACITY APPOINTMENTS

Acting capacity appointments are made when there is no employment list for the classification when it is desired to leave the potential for promotion of an

employee by demonstration or until an employment list can be established.

E. DURATION OF TERM OF SERVICE

Appointments under paragraphs “A”, “C”, and “D” above shall be considered to be probationary subject to the provisions of these rules. All other appointments are to be considered as temporary and subject to termination at the discretion of the Appointing Authority.

6.07 FORMER EMPLOYEES WHO ARE RE-EMPLOYED

All former employees who resign in good standing and are later hired by the City shall be regarded as new employees and shall be required to serve a probationary period the same as a new employee or serve a modified term approved by the Appointing Authority. (See Section 7.)

SECTION 7

PROBATIONARY PERIOD

7.01 OBJECTIVES

The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position and for rejecting any employee whose performance or conduct is not satisfactory. The successful completion of this probationary period does not imply or guarantee an employee continuous employment with the City. All employees, probationary or non-probationary, serve at the will of the City.

7.02 DURATION

The probationary period shall be six (6) months for all employees, with the exception of Police Officers and part-time employees, who shall remain in probationary status for a period of one (1) year. To the extent permissible under the terms of any Collective Bargaining Agreement to which the City is a party, an extension of up to six (6) months, in increments of three (3) months, of the established probationary period may be granted at the sole discretion of the Department Head. Employees who perform technical or professional duties, or require a license or certification by a governmental or professional association, may be permitted a specified period of time as determined by the Department Head to obtain the necessary license or certification. The employee will remain in a probationary status until the required license is obtained. If the employee fails to obtain the required license in the period specified by the Department Head, he or she may be terminated from employment or shall revert to the status held immediately preceding his or her appointment.

7.03 DISMISSAL OR DEMOTION DURING PROBATIONARY PERIOD

A. At any time during the probationary period, a Department Head may recommend termination of an employee's employment if, in the Department Head's sole discretion, it is determined such employee is unable or unwilling to perform the duties of the position satisfactorily or that the employee's behavior or lack of dependability do not merit his/her continued employment.

B. If a probationary employee is found to have committed any offense which is considered cause for disciplinary action, the Department Head may recommend to the appointing authority the discharge of such employee without prior notice.

C. A Department Head, in his or her sole discretion, may demote any employee

to a lower class position during the probationary period without prior notice. Any employee, so demoted, shall begin a new probationary period.

D. There shall be no right of appeal or grievance from adverse actions taken against an employee during the probationary period.

E. Nothing in this section shall prohibit or limit a probationary employee from seeking redress for violations of the City's policies prohibiting discrimination, harassment or retaliation as provided by Section 3.02 and Section 24.03 of the Personnel Rules and Regulations. However, such review or investigation of a probationary employee's claim under this paragraph shall not stay the action taken by the City under this section.

7.04 PROBATIONARY PERIOD REPORTS

At least thirty (30) calendar days prior to the expiration of an employee's probationary period, the Department Head shall notify the Human Resources Director in writing whether or not the employee has performed satisfactorily during the probationary period.

7.05 TRANSFERS: PROBATIONARY PERIOD

An employee may be transferred in accordance with the following provisions:

A. Transfer in the Same Classification

An employee may be transferred within the same classification without changing his/her pay grade, employment date, or classification date. If the transfer is initiated by the City, the employee shall serve no probationary period. Where the transfer was initiated by the employee, the employee shall serve a six (6) month probationary period consistent with the terms set forth in Section 7.02 of the Personnel Rules & Regulations. If, after or during such probationary period, he/she is found to be unsuitable for the position, he/she may return to the classification he/she left with the approval of the concerned department director, provided that a vacancy exists. If no vacancy exists, he/she will be terminated and his/her name will be placed at the top of the appropriate eligibility list for the classification in question for a period of six (6) months.

B. Transfer to a Classification within the Same Pay Grade

When an employee is certified to and accepts a lateral transfer to a different classification having the same pay range as his/her present

classification, he/she will be assigned a new classification. An employee who laterally transfers shall maintain his/her current pay rate in the pay range. An employee accepting a transfer to a new classification must complete the probationary period consistent with the terms of Section 7.02 of the Personnel Rules & Regulations. If after or during such probationary period, he or she is found to be unsuitable for the position, the employee may return to the classification he/she left with the approval of the concerned Department Head, provided that a vacancy exists. If no vacancy exists, he/she will be terminated and his/her name will be placed at the top of the appropriate Eligibility List for the classification in question, for a period of six (6) months.

SECTION 8

TRANSFERS, DEMOTIONS, REINSTATEMENT

8.01 TRANSFERS

A. Any employee in the Classified Service who has successfully completed his/her probationary period may be transferred to the same or similar position in a different department without being subject to a probationary period. An employee desiring to be transferred should make his/her request in writing to the Human Resources Department. As vacancies occur in other departments, to which the employee would be eligible for transfer, his/her name will be submitted to the Department Head for consideration. Such in-service transfers must be brought to the attention of the appropriate Department Heads.

B. Transfer of an employee from one position to another without significant change in level may be effected when the employee meets the qualification requirements for the particular position, if it is in the best interests of the City service, and if further training and development of an employee in another position would be beneficial to the future staffing potential of the City service.

8.02 DEMOTIONS (INVOLUNTARY)

A. An employee may be demoted to a position of lower grade for which he or she is qualified for any of the following reasons:

1. When an employee would otherwise be laid off because his/her position is being eliminated, his/her position is being reclassified to a higher classification for which he/she is not qualified, lack of work, lack of funds, or because of the return to work from authorized leave of another employee, or the right of a previously promoted employee who requests the same or is during or at the end of his/her probationary period placed back in his/her prior position in accordance with Section 7.04. of the Personnel Rules & Regulations.
2. When an employee does not timely obtain or possess the necessary qualifications or fails to render satisfactory service in the position he/she holds.
3. When an employee becomes physically or mentally incapable of performing the duties of his/her position with or without reasonable accommodation, he/she may be appointed to a position the duties of which he/she is able to perform in a class carrying a lower compensation, with approval of the Departmental Head.

B. All demotions must receive the approval of the Appointing Authority.

C. All employees demoted in this manner will be required to serve another probationary period.

8.03 DEMOTIONS (VOLUNTARY)

Employees may be demoted at their own request to a position in a lower classification, subject to the approval of the Departmental Head. The Director of Human Resources and Department Head shall determine whether the employee is qualified to perform the duties and responsibilities of the lower class position. A regular employee demoted in this manner may not be required to serve another probationary period.

8.04 REINSTATEMENT

Vacancies may be filled on a non-competitive basis by the reinstatement of certain former employees. A former employee may be reinstated under the following conditions:

A. Reinstatement is a privilege of the Department Head and not a former employee's right.

B. The employee satisfactorily completed a probationary period.

C. The employee was separated in good standing and with findings of the Department Head and that he/she was eligible for reemployment.

D. A reinstatement to the same department and to the same class from which the employee was separated requires certification in accordance with Section 6 of these Rules.

E. If a Department Head proposes to reinstate a former employee to a position in a department other than that from which separated or in a position of a different class from which separated, certification shall be made in accordance with Section 6 of these Rules

F. The rate within the salary range assigned to the class proposed for the reinstated employee shall be recommended by the Department Head and be subject to the approval of the Appointing Authority.

SECTION 9

EMPLOYEE PERFORMANCE APPRAISAL

9.01 OBJECTIVE

A. The City shall prepare a system of evaluating the work performance of all personnel. The purpose of the employee performance appraisal shall be primarily to inform employees on how well they are doing in their work and how they can improve their work performance. The performance evaluation may also be considered in determining the order of lay-off, as a basis for promotions, training, demotion, transfer, or dismissal and for such other purposes.

B Evaluations shall be made by a supervisor of each employee and shall be reviewed by the Department Head or other superior in line above the rating supervisor.

9.02 PERIOD OF EVALUATION

All employees will be evaluated at approximately six (6) months after hire or promotion, and annually thereafter. Law enforcement officers will also be evaluated at the end of their probationary period.

9.03 REVIEW WITH THE EMPLOYEE

The evaluator shall discuss each performance evaluation with the employee being evaluated. If an employee disagrees with the statements in the evaluation, the employee may submit within ten (10) calendar days following the conference with his/her supervisor, a written statement which shall be attached to the evaluation form and forwarded through supervisory lines to the Department Head. The Department Head will consider the statement and consult with the Director of Human Resources. If an adjustment to the evaluation is not made, the statement will be attached and remain with the evaluation.

SECTION 10

CODE OF CONDUCT AND DISCIPLINARY PROVISIONS

10.01 PURPOSE

All employees of the City of Fort Pierce are members of a team working together for the purpose of serving our community. Employees who fail to follow the Rules and Regulations governing their conduct are not only penalizing themselves, but are doing a disservice to other employees and the citizens of Fort Pierce. This Code of Conduct is designed to enforce the Standards of Conduct set forth in Section 3, to ensure the rights, privileges and safety of all employees and to provide working guidelines that encourage acceptable and business like conduct.

10.02 POLICY

It is the policy of the City that all employees and contract employees, regardless of classification or status, maintain the standards of conduct expected of public employees and required by City Management. These disciplinary procedures are designed to encourage appropriate standards of behavior and promote a civil and professional working environment. The City encourages the practice of progressive discipline, where appropriate, whereby employees receive increasingly severe levels of discipline for each successive instance of related misconduct. This will provide an employee an opportunity to modify and correct his/her behavior and/or work deficiencies. In some cases, progressive discipline will not be appropriate, and more severe levels of discipline, including termination, may occur without prior warning or discipline. The City reserves the right to apply appropriate discipline based on the facts and circumstances of a particular situation.

10.03 DISCIPLINARY ACTIONS

A. Management will work with employees to address concerns relating to performance, conduct or other behaviors that fall below an acceptable level, as appropriate. Such informal disciplinary actions may or may not be reduced to writing. The City is not required to engage in informal disciplinary counseling prior to issuing formal disciplinary action as set forth below.

B. Formal disciplinary actions include the following, and need not be administered in a progressive manner if the facts and circumstances warrant otherwise:

1. Written Warning
2. Reprimand
3. Suspension
4. Demotion
5. Termination

C. Termination and Pre-termination Hearing

1. An employee may be terminated for serious and/or continued misconduct or other problems or work deficiencies which render an employee unacceptable for further employment.
2. A Classified employee has a right to have an informal hearing before a final decision of termination. His/her Department Head, or designee, shall schedule a hearing to discuss the misconduct or problem and proposed action.

D. Professional and Supervisory Employees

Classified Service non-union employees who hold professional and/or supervisory positions will not be disciplined using the same progressive discipline system. Rather, appropriate discipline will be administered based upon the totality of the circumstances.

10.04 APPLICATION OF DISCIPLINARY MEASURES

A. In recognition of the fact that employee disciplinary and work records differ, and that each instance of misconduct may vary in some respects from similar actions, the City retains the right to treat each disciplinary occurrence on an individual basis without creating a precedent for resolving other cases of misconduct which may arise in the future.

B. Every possible act of misconduct cannot be specifically identified in these Rules and Regulations. As such, these policies are to be interpreted broadly within the discretion and judgment of the Department Head. Illustrative examples given in any rule are not intended to restrict the regulation, and do not limit the general application of the rule. The disciplinary procedures are not to be construed as a limitation upon the retained management rights of the City, but are to be used as a guide to assist management in determining an appropriate type and level of discipline to be administered.

10.05 CODE OF CONDUCT

A. The following is a list of circumstances that may result in disciplinary action up to and including termination of employment, depending on the facts and circumstances of each case. This list is not all inclusive and is for illustrative purposes only:

1. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned, or performing other than assigned work.

2. Disregarding job duties by loafing or neglecting work during working hours or quitting work, wasting time, loitering, or temporarily leaving assigned work area during working hours without permission.

3. Discourtesy to persons with whom the employee comes in contact while in the performance of his/her duties.

4. Washing up or changing clothes during working hours without specific permission of the supervisor.

5. Productivity or workmanship not up to required standards of performance.

6. Mistake due to carelessness or neglect.

7. Violating a safety rule or safety practice.

8. Reporting for work or working while unfit for duty, either mentally or physically.

9. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job, or similar types of disorderly conduct.

10. Creating or contributing to unsafe and unsanitary conditions, poor personal hygiene or poor housekeeping in the work area.

11. Conducting personal business during work time.

12. Failure to properly wear a complete City uniform as provided by the employee's department or to display proper City identification as required by departmental rules.

13. Failure to properly report a late arrival at work to the supervisor or other designated departmental representative within the time required by

departmental policy.

14. Taking more than specified time for meals or rest periods.

15. Tardiness. (Guide: Three (3) times in any thirty (30) calendar day period, or six (6) times in any ninety (90) calendar day period.).

16. Chronic absenteeism. (Guide: Three (3) times in any thirty (30) calendar day period, or six (6) times in any ninety (90) calendar day period.)

17. Absent without permission or leave (AWOL).

18. Failure to file and/or keep current the required Request For Outside Employment form.

19. Failure to pay just debts due or failure to make reasonable provision for the future payment of such debts, thereby causing annoyance, interruption of work or embarrassment to the City or the employee's supervisors.

20. Failure to report immediately to the Department head the loss of a City identification card.

21. Failure to keep the Department Head and Human Resources notified of current address and contact telephone number.

22. Unauthorized posting or removal of any matter on City bulletin boards or City property at any time.

23. Negligence or omission in complying with the requirements as set forth in the Code of Conduct.

24. Participating in illegal pyramid chain letter organizations, gambling, or engaging in any other game of chance at any time while on duty.

25. Making or causing to be made the publishing of false statements concerning any employee, supervisor, the City or its operation.

26. Unauthorized distribution of written or printed matter of any description on City premises.

27. Failure to report to the City Clerk a request for information, or receipt, of a subpoena from an attorney, law firm, or court of law in connection with City related business. Exception: rule not applicable for criminal/traffic case for law enforcement personnel where the city is not a named party.

28. Unauthorized vending, soliciting, or collecting contributions for any purpose

whatsoever at any time on City premises.

29. Use or possession of another employee's tools or equipment without the employee's consent.

30. Refusal to give testimony in City related accident investigations or refusing to attend grievance/appeal hearings when subpoenaed or directed to attend.

31. Failure to report in a timely manner (immediately at time of occurrence) an accident or personal injury in which the employee was involved while on the job.

32. Unauthorized use of City vehicles, equipment, or supplies.

33. Driving a motor vehicle while on duty without a valid State of Florida driver's license appropriate for the type of vehicle operated or failure to report the loss or suspension of a driver's license when an employee is required to drive while on duty.

34. Leaving the job site during regular working hours without proper authorization.

35. Where the operations are continuous, leaving the assigned post at the end of the scheduled shift prior to being relieved by the supervisor or the relieving employee on the incoming shift.

36. Abuse of annual leave or extended illness leave privileges which causes scheduling and/or other operational difficulties for the department.

37. Unauthorized use of City telephones for charging personal long distance or toll calls to the City.

38 Provoking or instigating a fight or actively participating in a fight during the workday, including breaks and meal periods, or any time on City property.

39. Threatening, intimidating, coercing or interfering with fellow employees, supervisors, or the public at any time, including the use of abusive, foul or obscene language.

40. Sleeping during working hours.

41. Conviction of guilt or a plea of *nolo contendere* of a misdemeanor for off-duty possession of illegal drugs or drug paraphernalia.

42. Neglect, incompetence, or inefficiency in the performance of assigned duties.

43. Deliberately misusing, destroying, damaging, or causing to be damaged any City property or property of any employee.

44. Falsification of personnel or other City records including employment applications, medical examination forms, accident records, insurance records, leave records, work records, purchase orders, time sheets, or any other report, record or application.

45. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation, health insurance payments, or other benefits, or failure to repay overpayments for which not entitled. Payment must be made within a thirty (30) calendar day period.

46. Insubordination by the refusal to perform work assigned or to comply with written or verbal instructions of the supervisory force; may include the use of abusive language or behavior directed toward a supervisor.

47. The consumption of and/or being under the influence of and/or being in possession of alcohol, illegal drugs or illegal controlled substances while on duty, including break and lunch periods.

48. Receipt from any person of a fee, gift, or other valuable thing in the course of work when such fee, gift, or other valuable thing is given or accepted in the hope or expectation of receiving a favor or better treatment than is accorded other persons, or any violation of the Code of Conduct.

49. Deliberately hitting, shoving, striking or physically abusing a supervisor/employee or member of the public at any time.

50. Knowingly harboring, without proper treatment, a communicable disease which may endanger the health of other employees.

51. Concerted curtailment or restriction of production or interference with work in or about the City's work stations, including but not limited to, instigating, leading or participating in any walkout, sit-down, stand-in, slowdown, sick-out, refusal to return to work at the assigned time for the scheduled shift, or participation in a strike or any concerted activity against the City as defined in Florida Statutes.

52. Participating in prohibited political activity in violation of Florida Statutes.

53. Failure to obtain and maintain licenses, certifications or other qualifications required for an employee's job.

54. Knowingly altering or unauthorized altering of an employee's time sheet or misrepresenting related payroll records.

56. Failure to return from an authorized leave of absence within three (3) working days from scheduled date of return.

57. Possession of firearms, explosives, or weapons on City property or within City vehicles, except for law enforcement personnel. Even though the employee may possess a license or permit, the employee must not carry the same on City property or while in the course of their employment. This does not prohibit employees from possessing a legally owned firearm that is lawfully possessed and locked inside or locked to a private motor vehicle in the City's parking lot.

58. Permitting another person to use your City identification card, or using another person's identification card, or altering a City identification card.

59. Use or attempted use of political influence or bribery to secure an advantage of any manner.

60. Theft or removal from City locations without proper authorization any City property or property of any employee.

61. Unlawful or improper conduct either on or off the job, which would tend to affect the employee's relationship to his/her job, his/her fellow workers, his/her reputation or goodwill in the community.

62. Conviction or a plea of nolo contendere of a felony or a misdemeanor of the first or second degree as defined by Florida Statutes, or any violation of a City ordinance involving moral turpitude, while either on or off the job.

63. Engaging in harassing behavior based on a person's gender, race, age, religion, national origin, pregnancy, disability status, veteran status, marital status or sex.

64. Failure to notify the City of any arrest, conviction or plea of nolo contendere within three days of the event.

65. Conviction of a felony which the Appointing Authority determines could have a direct relationship to work responsibilities including, but not limited to, any area involving drugs, firearms, truth, and veracity.

66. Violation of the City's anti-bullying policy.

SECTION 11

HOLIDAYS

11.01 DAYS OBSERVED

A. The following and any other days authorized by the City Commission are holidays with pay for all employees (with the exception of temporary or part-time employees and school crossing guards):

1. January 1st
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. July 4th
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. December 24th
11. Christmas Day

B. Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

C. Holidays when computing on scheduled work days – Employees who are required to work on the observed holiday shall be paid at the regular pay granted for the holiday. Holidays will be considered time worked overtime.

D. Holidays which occur during vacation leave shall not be charged against vacation leave.

E. Holidays which occur during an approved period of FMLA leave for which the employee is using sick leave shall not be charged against sick leave. If an employee calls out sick either the day before or the day after the holiday, the employee will not be paid for the holiday unless the employee presents a doctor's note or the time is covered by the FMLA.

F. For regular employees on a workweek other than Monday through Friday, the Appointing Authority or his/her designated representative shall designate the workday that shall be observed, if the holiday does not fall in this normal work cycle.

G. If a holiday falls on the employee's normal day off, the employee will be entitled

to take off the work day either before or after the holiday, as determined by their supervisor, and receive holiday pay for that absence.

H. Holidays on scheduled workday – Employees who are required to work on the observed holiday shall be paid at the regular pay granted for the holiday. In this circumstance, the holiday will be considered time worked when computing overtime.

I. When scheduled to work on a holiday and the employee calls in and is placed on sick leave, the employee will receive holiday pay only if the employee provides a doctor's note or the time is covered by FMLA.

SECTION 12

VACATION LEAVE

12.01 ELIGIBILITY

A. All full time, regular, and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the City's service without satisfactorily completing the probationary period, he/she shall not be compensated for any accrued vacation leave.

E. For vacation purposes, re-instated employees are considered new employees.

12.02 RATE AT WHICH VACATION LEAVE IS ACCRUED AND~~,~~ ACCUMULATED

A. All regular employees accrue vacation leave as follows:

One (1) year of continuous service, but less than five (5) years	12	days	per year
Five (5) years of continuous service, but less than ten (10) years	14	days	per year
Ten (10) years of continuous service but less than 15	17	days	per year
Fifteen (15) years of service and over	20	days	per year
Upon appointment into the paygrade:			
Employees who are Paygrade 70 and higher accrue	17	days	per year
Employees who are Paygrade 76 and higher accrue	20	days	per year
The City Manager, City Attorney, and City Clerk accrue	(23)	days	per year

B. Vacation leave may be accumulated to a maximum of forty-five (45) working days (360 hours) over the course of a fiscal year (October 1 to September 30). However, any hours accumulated over thirty (30) working days (240 hours) at the close of each fiscal year (September 30) shall automatically be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of thirty (30) working days (240) hours and shall again be eligible to accrue vacation leave up to forty-five (45) working days (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of forty-five (45) working days (360 hours).

Note: Employees shall not accrue vacation time when the employee is on a non-paid leave status.

12.03 USE OF VACATION LEAVE

A. Subsequent to the successful completion of the first six (6) months of employment, vacation leave may be taken as earned subject to the approval of the Department Head. Two (2) weeks advance notice is required but this may be waived at the discretion of the Department Head, depending on the circumstances.

B. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible; however, leave must be taken at the convenience of the department. The Department Head's decision as to when leave may or may not be taken will be final.

C. Vacation leave will be charged in minimum increments of fifteen (15) minutes.

D. Vacation leave may be granted for the following purposes:

1. Vacation.
2. Absences for transactions of personal business which cannot be conducted during off-duty hours.
3. Religious holidays.
4. Extended illness, once accumulated sick leave has been exhausted.
5. Any absences from work not covered by other types of leave provisions established by these rules.

12.04 PAYMENT OF UNUSED VACATION LEAVE

A. Upon termination, regular employees who have successfully completed (6) months or more service shall be compensated for vacation leave accrued to the date of separation, not to exceed a maximum of forty-five (45) working days.

~~B.~~ Employees who elect to participate in the deferred retirement option plan (DROP) will be able to convert all or a portion of their hours to cash up to a maximum of 360 hours. Any or all remaining hours can be carried over into the DROP period with the understanding that any unused hours **will be paid** out at the end of the DROP period.

C. Employees who separate from the City will be paid for all unused vacation leave up to 360 hours.

D. Unused vacation leave will be computed and paid at the employee's base rate of pay.

12.05 TRANSFERS – VACATION LEAVE

When an employee is transferred to another position within the City, vacation leave which may have accumulated to his/her credit shall continue to be available for use as necessary.

SECTION 13

SICK LEAVE

13.01 ELIGIBILITY

Eligibility requirements to earn and accrue sick leave are the same as indicated for vacation leave in Section 12.01 of the Personnel Rules and Regulations.

13.02 RATE AT WHICH SICK LEAVE IS EARNED

The employee earns sick leave credits at a rate of one (1) working day per calendar month, or major portion thereof. An employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in any month period shall not earn sick leave credit for the month.

13.03 CHARGING SICK LEAVE

All absences chargeable to sick leave of one (1) hour or more are to be reported on the Request for Leave of Absence, Form 220. For purpose of record, absences of fifteen (15) minutes or less may be disregarded, unless such absences become habitual. Absences in excess of one (1) hour will be reported to the next full hour. To be eligible for sick leave, an employee must have accrued a minimum of eight (8) hours sick leave and have been employed for thirty (30) workdays.

13.04 REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after, the time set for beginning the daily duties. An employee in a unit providing essential services operating on a shift basis must notify the department within the time limit established by the appropriate Department Head. This provision may be waived by the Department Head if the employee submits evidence that it was not possible to give such notification.

13.05 USE OF SICK LEAVE

Employees shall be eligible to use such leave as earned, subject to the provisions of these Rules. Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians, therapists or dentists.

D. Exposure to a contagious disease which would endanger others.

E. Illness of a spouse, son, daughter or parent of the employee who requires the personal care and attention of the employee.

F. Absences covered by the Family and Medical Leave Act.

Under no circumstances will an employee be allowed to use Sick Leave for personal business or vacation purposes. Employees who claim or request Sick Leave for reasons other than those listed above shall be subject to disciplinary action for falsification of records.

13.06 ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) workdays of employment.

13.07 CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by their Department Head/Manager to submit a certificate from a physician licensed under Florida Law. The employee shall not return to work until a written release to resume work responsibility from said physician is presented to the Department Head/Manager. When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave, as permitted by law.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

13.08 UNUSED SICK LEAVE

A. Employees who leave the City's service in good standing and have at least three (3) through nine (9) years of continuous service with the City will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty- five (45) days/360 hours.

B. Employees who leave the City's service in good standing and have at least ten (10) or more years of continuous service with the city, will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days/720 hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall

be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed ninety (90) days. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave is exhausted. Said request shall be irrevocable.

D. Employees who elect to participate in the deferred retirement option plan (DROP) will be able to convert up to 720 hours to cash. The remaining hours can be carried over into the DROP period with the understanding that any unused hours will not be paid out at the end of the DROP period.

13.09 SICK LEAVE CONVERSION PLAN

The Sick Leave Conversion Plan is an incentive for employees. To be eligible, an employee needs to have been employed with the City for at least sixteen (16) months and must meet other specific requirements. The employee must begin with 128 sick hours at the beginning of the base period (in the first payroll period). For the purpose of this section, the base period shall be defined as the first payroll period in October of the preceding year to the close of the last payroll period in September of the current year.

A. Specific Eligibility Requirements for Sick Leave Conversion Plan

1. During the base period, an employee must have put at least forty-eight (48) hours into his/her accumulated sick leave balance which cannot be converted.
2. The employee must be working for the City at the end of the base period.
3. The employee must have more than 128 hours in his/her sick leave balance at the end of the base period.
4. Under no circumstances can an employee's sick leave balance go below 128 hours after participating in the Sick Leave Conversion Plan.

B. Conversion Plan

1. Providing the criteria in the Special Eligibility Requirements for Sick Leave Conversion Plan have been met within the base period as defined above, an employee may elect to convert unused sick leave earned during the base period into a cash bonus.
2. The total amount of unused sick leave an employee can convert is forty eight (48) hours. The amount eligible to convert is whatever sick leave hours the employee has not used from his or her annual amount of 96 hours, less the 48 hours the employee has to bank to be eligible to participate. Any of those unusued hours, up to a maximum of 48, can be converted, provided the remaining balance is at least 128 hours.
3. The unused sick leave that is converted will be paid as a cash bonus calculated at one hundred percent (100%) of the employee's current hourly salary. This bonus will be paid no later than November 30th of the current

year and is subject to standard deductions as required by law.

4. The election form for an employee to convert or not convert sick leave shall be available within (~~2~~ 3) weeks of the close of the last payroll period in September. This form shall be returned to Human Resources no later than October 30th of the current year. Such an election shall be final.
5. Any sick leave hours an employee elects to convert into a cash bonus shall be immediately removed from the employee's accumulated sick leave balance and under no circumstances can it ever be reinstated.
6. Even though an employee may be eligible to convert sick leave, he/she may decline. In that event, the employee's sick leave balance shall remain intact.

13.10 TRANSFERS – SICK LEAVE

When an employee is transferred to another position within the City, sick leave which may have accumulated to his/her credit shall continue to be available for his/her use as necessary.

SECTION 14

LEAVES OF ABSENCE

14.01 BEREAVEMENT LEAVE

A. All full-time regular employees may be granted bereavement leave up to three days for death in their immediate family, without charge to any other accrued leave time. For purposes of this policy, immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grandparent, grandparent-in law, step-grandparent, foster parent, and foster child.

B. Employees must use the bereavement leave within 30 calendar days of the immediately family member's death.

C. Bereavement Leave will not be considered as time worked for purposes of determining whether overtime is due.

D. To request time off under this policy, the employee must complete a Bereavement Leave Form and obtain approval from their Department Head and the Human Resources Director. The employee may be required to provide the department with proof of death in the immediate family before compensation is approved.

E. If the employee wishes to attend the funeral of someone outside the familial relationships described in this policy, annual/vacation leave or leave without pay may be granted at the discretion of the Department Head.

14.02 CIVIL LEAVE

A. Employees attending court or a deposition as a witness on behalf of the City or for jury duty during their normal working hours shall be paid for the hours they attend court. This time shall be charged as leave with pay. For payroll purposes, jury duty and witness leave will not be considered as time worked for the purposes of determining whether overtime is due.

B. All employees subpoenaed to attend court or a deposition on behalf of the City are eligible for civil leave. Those employees who become plaintiffs or defendants in personal litigation are not eligible for civil leave. In such cases, annual/vacation leave or leave without pay may be granted at the discretion of the Department Head.

C. Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisors when excused or released by the Court.

D. All court attendance must be verified before an employee is compensated. You must provide a copy of the jury duty summons or subpoena to Human Resources and your manager within one day of receiving the summons.

E. All witness or jury duty fees received by the employee for such duty, while in a paid status, shall be turned over to the City.

14.03 ADMINISTRATIVE LEAVE

The Appointing Authority may grant administrative leave with pay to employees to attend conventions, seminars, conferences, and similar affairs where the purpose of these meetings has a direct connection to the business and/or approved programs of the City. Administrative leave with or without pay, determined by the Appointing Authority, and may also be approved for placing employees on special assignments as during periods of investigation.

Administrative leave maybe approved for donating blood; however, employees shall return to work after completion of blood donation unless given within (1) hour at the end of the scheduled working hours.

14.04 LEAVE OF ABSENCE WITHOUT PAY (For requests not covered by the Family and Medical Leave Act)

A. Duration and Approval

1. An employee serving an initial probationary period may be granted an informal leave of absence without pay not to exceed thirty (30) calendar days. Such absence may only be extended upon approval by the Department Head and the Director of Human Resources, but the probationary period shall be extended to allow for any approved absence. The employee will be returned to his or her job, or an equivalent position, at the expiration of the informal leave.
2. An employee may request an informal leave of absence without pay for up to thirty (30) calendar days or a formal leave of absence without pay for a specified duration in excess of thirty (30) consecutive calendar days if necessary for personal or non-FMLA qualifying reasons, and all accrued leave has been exhausted. When possible, such leave should be scheduled at least two (2) weeks in advance.
3. The request for formal and informal leave must be approved by the employee's Department Head and the Director of Human Resources.
4. The employee will be returned to his or her job, or an equivalent

position, at the expiration of the informal leave (30 day period). An employee on a formal leave of absence (longer than 30 days) is not guaranteed to be returned to his or her position, or an equivalent position. An employee on leave in excess of 30 days under this policy does not have job protection, unless otherwise required by law.

5. Extensions to authorized leaves of absence must be requested by the employee in writing and approved by the employee's Department Head and the Director of Human Resources.
6. Note: Extended illness leave, annual leave or holiday time or any type of seniority except as noted otherwise in this section, will *not* be earned or accrued by an employee for the time that he/she is on a leave of absence without pay.

B. Employee's Responsibility While on Leave

1. An employee granted a leave of absence shall keep his/her department informed periodically, or as stated in the leave, but at least every thirty (30) days of his/her current status (school, military, etc.) and intent to return to work.
2. An employee on a leave of absence shall keep his/her department advised of any change in his/her current address and telephone number.
3. An employee is not permitted to accept either part or full-time employment elsewhere where the hours worked would conflict with the hours the employee normally works for the City. Exceptions may be made to this policy in unusual circumstances. Any employee who wishes to apply for an exception must do so in writing to the employee's department prior to accepting such employment.
4. An employee who fails to comply with the above requirements may be removed from leave of absence status, in which case he/she must return to work or be terminated.
5. An employee who wishes to return to work before his/her leave period has expired shall be required to provide the department with at least two (2) weeks prior notice, absent special circumstances.

C. Return From Leave of Absence

1. An employee granted a leave of absence in excess of thirty (30) days is not guaranteed employment at the conclusion of the leave, unless required by law. Such employee shall be permitted to return to work providing a vacancy exists in his/her prior position or classification. If such vacancy does not exist, the City shall make a reasonable effort to transfer him/her within thirty (30) calendar days to a position for which he/she is qualified and able to perform the essential functions of the job. If no transfer is accomplished, he/she shall be terminated and placed on an eligibility list for his/her classification for a period of six (6) months.

2. An employee reinstated to his/her prior classification from a leave without pay status shall be eligible to receive his/her prior rate of pay in addition to any general pay increases applicable to his/her classification.
3. A leave of absence without pay in excess of thirty (30) consecutive calendar days, other than as required by law, will result in a corresponding adjustment of the employee's anniversary date of employment and classification date.
4. Nothing in this policy is intended to or does conflict with the Americans With Disabilities Act. Any request for leave as an accommodation for a disability will be considered by the Department Head and Human Resources Department, and protected leave may be granted for periods in excess of 30 days if doing so is a reasonable accommodation in light of the individual circumstances.

D. Group Insurance Coverage During Leaves of Absence

1. Group health and life insurance coverage for an enrolled employee and eligible enrolled dependents may be continued as follows:
   a. Medical leave of absence related to employee's own health condition – 12 months.
   b. Other leave of absence – 6 months.
2. An employee shall notify the Finance Department in advance of his/her leave of absence to advise whether he/she wishes to retain or discontinue his/her group insurance coverage while on leave.
3. An employee who wishes to continue insurance coverage shall make payments to the Finance Department either on a monthly basis or a lump-sum payment, in advance equal to the authorized length of his/her leave of absence.
4. If a request to discontinue health and additional life insurance has been completed, coverage will be terminated on the last day of the month for which coverage has been paid.
5. If an employee's payments are not made after two months, thirty (30) calendar days after agreed upon payment date for leaves covered by the Family and Medical Leave Act, coverage will be canceled as of the last day for which coverage has been paid.
6. If health insurance under an indemnity plan is canceled during an approved leave of absence, it will be reinstated upon the employee's return to work in accordance with the coverage requirements of the insurance.
7. If health insurance is canceled during an approved leave of absence, it will be reinstated pursuant to the administrative procedures of the health insurance program, as amended or in accordance with the provisions of the Family and Medical Leave Act.
8. If authorized leave exceeds six (6) months for unpaid leaves other than for a medical leave or twelve (12) months (see A-1) for a medical leave of absence, upon return, insurance will be reinstated after the completion of a waiting period of ninety (90) calendar days.

9. An authorized leave without pay shall not constitute a break in service, but the time will not be credited toward retirement.

14.05 MILITARY LEAVES

It is the policy of the city to accommodate its employees when it is necessary that they be away from their jobs for military leave purposes.

A. Annual Military Leave

In accordance with applicable law, a regular employee who is a commissioned reserve officer or reserve enlisted person in a reserve component of the Armed Forces or the National Guard of the United States will be entitled to a leave of absence with full pay and without loss of benefits on all days during which they are engaged in training under the provisions of the U.S. military or naval training regulations up to a maximum of 240 hours any one calendar year.

A regular employee who is a member of the United States Armed Forces Reserve, including the National Guard, will be entitled to a leave of absence for active duty with full pay and without loss of benefits up to a maximum of 240 hours in any one calendar year. For this purpose, active duty shall include instances in which the employee is called up to serve during civil disobedience (riots) or hazardous materials incidents (hazardous waste/chemical gas leaks, etc.) or any other event during which the Governor is authorized to call up the state military (FSS 250.06(4)).

In all cases, employees must provide copies of official orders prior to receiving benefits under these policies. Additionally, employees are required to notify the City of their military leave obligations as soon as possible, unless such notice is prohibited or unreasonable.

The number of hours of daily paid leave provided to each employee shall be based on the number of hours the employee was normally scheduled to work on each workday the employee is absent due to military training or active duty.

While on military leave, the employee's position is held for them until their return. Maintenance of benefits is governed by the Uniformed Services Employment and Reemployment Rights Act of 1994.

While on paid leave from employment resulting from training duty or active duty as defined above, each employee continues to earn both vacation and sick leave, accrue (and contributed to) retirement benefits, and continue eligibility for most employer provided benefits as though the employee was working his/her normal capacity.

Retirement rights for military veterans are governed by USERRA.

Employees who are called to active duty *will qualify for benefits under the City's health insurance program for the shorter of a) 24 months or b) the period ending on the day after the employee fails to apply for a return to a position* of *employment after completing leave in accordance with the time frame set forth below (see "application for re-employment").* If on leave for 31 days or more, they may be required to pay up to 102% of the full cost of the premium (employee and employer shares). Employees called to active duty can convert their life insurance policy to an individual policy. This conversion must take place within 31 days of the call to active duty. During that 31 day period, life insurance coverage will continue. Arrangements for the conversion of life insurance coverage must be made with the City's life insurance carrier.

An employee called to active duty may wish to retain coverage under the City's health insurance program for the purpose of providing continued coverage to dependents.

In these situations, the City will continue to pay the employer's share of the family coverage benefit while the employee is on paid leave. As an alternative, dependents may have the opportunity to select coverage under the military insurance program.

When an employee returns to work from active duty, they may reinstate their health and life insurance coverage without penalty.

In the case of an employee who is called to active military status (*not a voluntary enlistment),* the employee shall receive his regular salary for the first thirty (3) calendar days f leave in accordance with F.S. Chapter 115, followed by a supplement from the City to make up the difference (if any) between his military pay and his regular wages, for up to twenty-four (24) months following the first thirty (30) calendar days. As supplementation of military pay is voluntary, the City reserves the right to discontinue or modify the terms of this policy regarding supplemental pay. The City may also limit the amount and/or period of supplementation depending upon the length and/or frequency of military service.

B. Inactive Duty Training (Weekend Drills)

An employee who is a member of the Armed Forces Reserve or the National Guard shall be excused from work to attend inactive duty training as required. Evidence of membership in the applicable organization and training orders shall be provided to the department by the employee. Requests for such absences from work can be made either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. In the event scheduled inactive duty training falls on an employee's duty day(s) he/she may

request the use of annual military leave, annual leave, trade time assignments in conformance with departmental procedures or leave without pay.

C. Recall to Active Military Duty

An employee who is a member of a military reserve component or the National Guard who is ordered to active duty to fulfill his/her primary military obligation will be granted a military leave of absence without pay for this period of time. When the Governor of the State of Florida so orders for National Guard members, or the City Manager or his/her designee chooses to exercise the discretion given him/her by state law for military reservists, the employee's military pay may be supplemented by an amount determined by the City.

D. Recall to Emergency Active Military Duty

Employees responding to emergency military orders shall be granted leave without pay for required absences as necessary, unless an exception to this policy has been approved by the City Manager.

E. Induction or Enlistment into Military Service

A full-time employee who enlists, is drafted or inducted into the armed services for active duty shall be granted a military leave of absence for the initial period of enlistment. This leave shall be without pay.

All monies due the employee (i.e., annual leave, etc.) shall be paid at the time of his/her leaving City employment to enter active military service.

F. Application for Re-Employment

Under the Uniformed Services Employment and Reemployment Act, a deployed employee must report for duty at work after being released from the military obligation within a defined time period depending upon the amount of military time served. The time periods are as follows:

For periods of service of up to 30 consecutive days, the person must report back to work on the first full calendar day following the completion of the period of service and safe transportation home, plus an 8-hour period of rest. If reporting back within this deadline is "impossible or unreasonable" through no fault of the employee, he or she must report back as soon as possible after the expiration of the 8-hour period.

After a period of service of 31-180 days, the person must submit a written or verbal application for reemployment with the employer no later than 14 days after the completion of the period of service. If submitting the application within 14 days is

impossible or unreasonable through no fault of the employee, he or she must submit the application as soon as possible thereafter.

After a period of service of 181 days or more, the person must submit an application for reemployment no later than 90 days after completion of the period of service. These deadlines to report to work or apply for reemployment can be extended up to two years to accommodate a period during which a person was hospitalized for or convalescing from an injury or illness that occurred or was aggravated during a period of military service.

In either case, the person does not automatically forfeit the right to reemployment, but will be "subject to the conduct rules, established policy, and general practices of the employer pertaining to explanations and discipline with respect to absence from scheduled work." Re-employment rights under USERRA extends to employees for up to five year of military service (consecutive or intermittent).

14.06 INJURY LEAVE

All City employees have a responsibility to practice safe working procedures at all times. All City efforts should accentuate the prevention of "on-the-job" injuries. In the event of an on-the-job injury, the following policy and procedures will be implemented.

A. Light/Restricted Duty

1. For the purpose of this guideline, "light/restricted duty" is defined as available temporary, productive work for which an employee who has been injured on the job is physically and mentally able to perform within the medical restrictions established by the primary treating physician.
2. When an employee is injured on the job, his/her Department Head will determine whether light/restricted duty, within the employee's medical limitations, is available in the Department where the employee was injured. All efforts will be made to provide light/restricted duty immediately for the employee.
3. If no light/restricted duty is available in the injured employee's Department, efforts will be made by the Department Head, Human Resources Department and Risk Management to find such work in other city Departments. If no light/restricted duty is immediately available in other City Departments, the injured employee will be subject to "call to light/restricted duty" and will be notified if a light/restricted-duty situation subsequently arises or if the employee's medical condition changes.

B. Light/Restricted Duty-Time Limit

1. An employee may not perform light/restricted duty for more than six

months, unless otherwise required by law.

2. If, while on light/restricted duty, the employee is able to return to his or her regular position, with or without reasonable accommodation, the employee will be removed from light/restricted duty and returned to his/her regular position.
3. If the employee is not able to return to his or her regular position, with or without reasonable accommodation, within six months, the City will determine if there are any open positions for which the employee is qualified and is able to perform with or without reasonable accommodation. If no such open position exists, the employee may be terminated.

C. Injury Pay While on Light/Restricted Duty

The injured employee will be paid the hourly wage he/she was earning at the time of the injury while he/she is working on light/restricted duty, regardless of whether the restricted duty actually performed is paid at a rate higher or lower than his/her hourly wage rate at the time of the injury. If the primary treating physician limits the injured employee's restricted duty to less than eight (8) hours per day, the City will pay only for those hours actually worked. The injured employee may be eligible for temporary, partial worker's compensation benefits, which involve completion of required forms on a timely basis. Any annual wage increases or promotional increases earned by the injured employee while on light/restricted duty will be paid to the employee, in accordance with the applicable bargaining agreement. Non-represented employees will be entitled to a pay increase, provided his/her Department Head has evaluated and recommended a wage increase. If the Department Head cannot evaluate the employee for whatever reason, the injured employee will be evaluated, within a reasonable time, when and if he/she returns to regular duty.

D. Injury Leave Pay When No Light/Restricted Duty Available

1. If no light/restricted duty is available, or if the injured employee cannot physically or otherwise perform the available restricted duty, the employee may receive the worker's compensation benefits granted by law.

2. The employee will have the option to use his/her accumulated sick and/or vacation time to supplement worker's compensation benefits, up to the maximum of the employee's weekly gross, straight time pay. At no time can the total received by the employee through workers' compensation and leave pay exceed the employee's regular weekly pay.

E. Light/Restricted Duty Refused

If light/restricted duty offered to the injured employee is within the medical limitations established by the primary treating physician and the injured employee refuses to work, the payment of the employee's health care benefits (medical and dental) by the City will cease. Additionally, the affected employee may lose the option of supplementing his/her worker's compensation benefits with accrued sick and/or vacation pay. Note: This does not affect employees eligible under FMLA.

F. Primary Physician

The City retains the right to choose the primary treating physician for the injured employee. If the employee desires to be treated by another physician or desires a second opinion, the City will make reasonable accommodations to provide such service. Regular, straight time wages will be paid to an injured employee when he/she initially visits the physician for diagnostic evaluation. These wages will be paid only if the injured employee visits the physician immediately after the on- the-job injury. Any visits, after the initial visit, will be charged, at the employee's option, against the employee's accumulated sick or vacation leave balance or workers' compensation. All physician appointments will be made by an authorized City representative. Any physician appointments or medical treatment not authorized in advance by the City will be the financial responsibility of the employee. Any pre-paid scheduled medical visit not kept by the employee will be charged to the employee unless notification is provided to Risk Management the day before the scheduled appointment.

G. Fringe Benefits

All normal employee fringe benefits commonly granted to other regular employees will be extended to employees while recovering from an "on-the-job" injury for a period of up to six (6) months, unless an injured employee refuses restricted duty (See Section E above). The date of fringe benefit expiration is calculated as six (6) months from the date of accident, if no restricted duty classification has been determined by the primary treating physician, or six (6) months from the date of the start of a restricted duty, whichever is greater. Normal employee contributions for dependent health and dental insurance care, as well as others that may be in existence, will continue to be the responsibility of the employee.

14.07 EDUCATIONAL LEAVE

A. A full-time, regular employee may be given educational leave with full pay or partial pay for the purpose of taking courses directly related to his/her work as determined by the appropriate department head and approved by the Appointing Authority. Requests for such leave must be authorized in advance and may not exceed a total of twenty (20) workdays in any one (1) calendar year, except as may be approved by the Appointing Authority.

B. An employee may be granted leave with pay while taking examinations before a Federal, State, or other governmental agency, provided such examinations are pertinent to City employment and authorized by the City.

14.08 VOTING LEAVE

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During a primary or general election, an employee who is registered to vote whose hours at work do not allow sufficient time for voting, may be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regularly scheduled work period, it will be considered sufficient time for voting.

14.09 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by specific grant of leave of absence under the provisions of these rules or through disciplinary action shall be deemed to be an absence without leave. In the absence of any disciplinary action, an employee who absents himself/herself for three (3) consecutive working days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant and approval is given by the Appointing Authority.

14.10 FAMILY AND MEDICAL LEAVE POLICY (FMLA)

The City provides leave according to the Family and Medical Leave Act of 1993 (FMLA), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, an employee must: (1) have worked for the City for at least 12 months, though it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site that has 50 or more employees within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact the Human Resources Department.

Leave Policy

If eligible, an employee may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While an employee is on FMLA leave, the City will maintain the employee's group health insurance coverage at the same level and under the same circumstances as when the employee was actively working, as explained more fully under the section titled, Medical and Other Benefits. Upon returning from approved FMLA leave, the employee has the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by law.

Leave Entitlement

An employee may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which is defined using a "rolling" method that is measured backward from the date the employee uses any FMLA leave for any of the following reasons:

1. the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);

2. the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);

3. to care for a spouse, son, daughter or parent with a serious health condition;

4. to care for the employee's own serious health condition, which renders the employee unable to perform any of the essential functions of his or her position; or

5. "qualifying exigencies" related to, or affected by a family member's call to "covered active duty" (see definitions below);

An employee may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that the employee takes FMLA leave, for the employee to care for a "covered service member" who is the employee's spouse, son or daughter, parent or next of kin, and who has a "serious injury or illness" incurred or aggravated in the line of duty while on active duty (see definitions below). "Next of kin" is defined as the closest blood relative to the injured or recovering service member. This type of leave, called "Military Caregiver" or "Covered Service Member Leave," may extend up to 26 weeks in a single 12-month period. Any unused portion of the 26 weeks will be forfeited at the end of the 12 month period. The leave entitlement is available one time per-covered-service member and per-injury. Furthermore, an eligible employee is only entitled to a combined total of 26 workweeks of leave for any family medical leave qualifying reason during the single 12 month period, and no more than 12 weeks of leave may be used for leave which would normally be entitled to a maximum of 12 weeks in a 12 month period. Unless otherwise specified, all procedures and terms applicable to 12 weeks of FMLA leave above also apply to Military Caregiver Leave.

Both Spouses Employed by the City

Spouses who are both employed by the City and eligible for FMLA leave may be limited to a:

Combined total of 12 weeks of leave during the 12-month period if leave is requested:

for the birth of a son or daughter and in order to care for such son or daughter;

for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or

to care for an employee's parent with a serious health condition.

Combined total of 26 weeks in a single 12-month period if the leave is either for:

military caregiver leave; or

a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

Notice of Leave

If an employee's need for FMLA leave is foreseeable, the employee must give the City at least 30 days' prior written notice. If this is not possible, the employee must at least give notice as soon as practicable (within one to two business days of learning of the need for leave). Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if an employee is planning a medical treatment or a series of treatments or taking military caregiver leave, the employee must consult with the City first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and the City.

Where the need for leave is not foreseeable, the employee is expected to notify the City within one to two business days of learning of the need for leave, except in extraordinary circumstances. The City has Family and Medical Leave Act request forms available from the Human Resources Department. Please submit a written request, using this form, when requesting leave.

Certification of Need for Leave

If an employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. An employee may obtain Medical Certification forms from the Human Resources Department. When an employee requests leave, the City will notify him or her of the requirement for medical certification and when it is due (at least 15 days after the request for leave). If the employee provides at least 30 days' notice of medical leave, the employee should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The City, at its expense, may require an examination by a second health care provider designated by the City. If the second health care provider's opinion conflicts with the original medical certification, the City, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The City may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

The City also reserves the right to require certification from a covered military member's health care provider if an employee is requesting military caregiver leave and certification in connection with military exigency leave.

Reporting While on Leave

If an employee takes leave because of his or her own serious health condition or to care for a covered relation, the employee must contact the City at least every 30 days regarding the status of the condition and the employee's intention to return to work. In addition, the employee must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid

FMLA leave is unpaid. An employee may substitute any accrued and unused vacation, personal leave or sick leave for unpaid FMLA leave as described below:

If an employee requests leave because of a birth, adoption or foster care placement of a child, any accrued and unused paid leave will first be substituted for unpaid family/medical leave and run concurrently with your FMLA leave.

If an employee requests leave because of his or her own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal leave or sick leave will substituted for any unpaid family/medical leave and run concurrently with your FMLA leave.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in the employee's receipt of more than 100% of his or her salary. FMLA leave runs concurrently with other types of leave, for example, accrued vacation time that is substituted for unpaid FMLA leave.

Medical and Other Benefits

During approved FMLA leave, the City will maintain the employee's health benefits as if he or she continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, the City will pay the employee's contribution, but the employee must make payment for dependent coverage, either in person or by mail. The payment must be received in the Accounting Department by the 15th day of each month. If the payment is more than 30 days late, the dependent's health care coverage may be dropped for the duration of the leave. The City will provide 15 days notification prior to the employee's loss of coverage.

After the expiration of the unpaid FMLA leave, the employee shall make payment for his or her coverage and dependent coverage, either in person or by mail, if the employee remains on the City's payroll. The payment must be received in the Accounting Department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped. The City will provide 15 days notification prior to the loss of coverage. Nothing in this paragraph shall be construed to guarantee any employee's employment beyond the duration of the legally required FMLA leave.

If the employee chooses not to return to work for any reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Exemption for Key Employees

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of the City. This fact-specific determination will be made by the City on a case-by-case basis. The City will notify the employee if the employee qualifies as a key employee, if the City intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave, the City may temporarily transfer the employee to an available alternative position that better accommodates the employee's leave schedule and has equivalent pay and benefits.

Returning From Leave

If an employee takes leave because of the employee's own serious health condition (except if the employee is taking intermittent leave), the employee is required, as are all employees returning from other types of medical leave, to provide medical certification that the employee is fit to resume work. Otherwise, the employee will not be permitted to resume work until it is provided.

Definitions

For purposes of this policy:

A "**serious medical condition**" means an illness, injury or impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to

pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

A "**serious injury or illness**" as it relates to military caregiver leave means:

> (A) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
>
> (B) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described in paragraph (15)(B), means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

"**Covered active duty**" means:

> (A) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
>
> (B) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

A "**covered service member**" is:

> (A) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
>
> (B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

A "**qualifying exigency**" is leave for employees who is the spouse, son, daughter or parent of a member of the regular Armed Services, the National Guard, or the Reserves, or retired military or the Reserves, who is on "covered active duty," or who has been notified of an impending call or order to covered active duty. The "qualifying exigency" covers needed leave for any of the following issues related to a family member's covered active duty or call to covered active duty:

Short-notice deployment occurring seven or less days after notice

Military events and activities

Child care and school activities

Financial and legal arrangements

Counseling

Rest and recuperation (maximum of 5 days for each instance)

Post-deployment activities

Additional activities that arise out of covered active duty, provided that the Company and you agree, including agreement on timing and duration of the leave.

An employee is eligible for exigency leave as soon as the employee's family member receives the deployment or call-up notice.

A **"son or daughter,"** for purposes of both Military Caregiver and Qualified Exigency leave related to a "son or daughter," the son or daughter does not have to be a minor.

14.11 DOMESTIC VIOLENCE LEAVE

Purpose: To comply with Florida Law (F.S. §741.313) requiring employers to provide leave to victims of domestic violence.

A. Policy

Employees who have been employed three or more months, may take up to three working days of leave within a 12-month period if the employee or a family or household member is the victim of domestic violence which includes assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in the physical injury or death of one family or household member by another family or household member and if the leave is sought for specific reasons related to the domestic violence.

B. Leave Requirements

Leave may be taken to:

a. Seek an injunction for protection against domestic violence, repeated violence, dating violence, or sexual violence;

b. Obtain medical care or mental health counseling for the employee or family member to address physical or psychological injuries resulting from the domestic violence;

c. Make the employee's home secure from the domestic violence perpetrator or to seek new housing to escape the perpetrator; or

d. Seek legal assistance to address issues arising from the domestic violence and to attend and prepare for court-related proceedings arising from the domestic violence.

C. Employee Requirements

You must give 24 hours advance notice of the need for leave unless there is imminent danger perceived by the employee or the employee's family or household member. All employees using leave under this section must provide sufficient documentation of the need for leave at the time of notice. Employees seeking leave when imminent danger is present must provide sufficient documentation within three work days of the employee's return from leave.

Examples of documentation include: copy of police report, order of protection, injunction, medical report or receipt for services or goods received.

An employee seeking leave under this section must, before receiving leave, exhaust all annual (vacation) leave, personal leave, and sick leave, if applicable, which is available to the employee.

SECTION 15

PHYSICAL EXAMINATION/TESTING PROCEDURES

15.01 PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

Qualification standards shall be established for all positions in the Classified and Unclassified Service. All offers of employment may be conditioned upon a medical examination if the City determines such examination to be job-related and consistent with business necessity.

15.02 PRE-EMPLOYMENT DRUG TESTING

The City reserves the right to require any employee, at the City's expense, to have a medical examination by a doctor of the City's choice which may include, at the City's discretion, drug and controlled substance screening. One of the purposes of such medical examinations is to determine the use and/or abuse of controlled drugs or other substances. Medical examinations may also be used to determine the physical capabilities of the employee relative to the position held or applied for.

15.03 DRUG-FREE WORKPLACE

The City is a drug-free workplace, and conducts drug testing in accordance with applicable law. The City of Fort Pierce conducts the following types of drug/alcohol testing, in accordance with the provisions of the Florida Drug-Free Workplace Act and Florida Drug-Free Workplace Program requirements (F.S. §112.0455 and §440.102 et seq) and the United States Department of Transportation regulations governing drivers of commercial motor vehicles, as follows:

A. Applicants for Part-Time, Temporary, or Full-Time Positions who have been made an offer of employment conditioned upon successfully passing an employment screening examination, will be tested for the presence of alcohol and illegal drugs, as part of the post-offer requirements. Final employment offers will not be made until the drug/alcohol test has been administered and the results are known. Candidates who have a confirmed positive test for alcohol or illegal drugs will not be hired by the City.

B. Reasonable-Suspicion Testing: The City may require an employee to undergo testing when there is a reasonable suspicion to believe that the employee has possessed, used, distributed, or been under the influence of illegal drugs or alcohol in violation of this policy. A reasonable suspicion is suspicion which is based on facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is required. A supervisor may suspect that an employee is using or is under the influence of illegal drugs or alcohol by observing certain symptoms or behavior, including, but not limited to:

1. Excessive absenteeism or chronic lateness.

2. Drowsiness or sleepiness.
3. Alcohol on breath.
4. Slurred or incoherent speech.
5. Aggressive behavior.
6. Unexplained change in mood.
7. Lack of manual dexterity or coordination.
8. Arrest for drug or alcohol related crime.
9. Documented trustworthy information received from a third party.
10. Abnormal behavior while at work or a significant deterioration in work performance.
11. Evidence that the employee has tampered with a drug test.

C. On-the-Job Injury/On-the-Job Motor Vehicle Collision Testing: Employees who cause, contribute, or are involved in an on-the-job injury will undergo a Urine Drug Screen at the time medical treatment is administered. Additionally, an alcohol screen may be required, as deemed necessary by the City's Human Resources Director based upon the facts relating to the incident.

Employees operating a City vehicle involved in a motor vehicle collision will be tested as follows:
Drivers of commercial motor vehicles that require a commercial driver license, will undergo drug and alcohol testing in accordance with controlling law if involved in an on-the job motor vehicle collision while operating a city vehicle.
Drivers of non-commercial vehicles will undergo drug and alcohol testing pursuant to controlling law and criteria established by the United States Department of Health and Human Services if involved in an on-the-job motor vehicle collision while operating a City vehicle. This may include: testing of urine, hair, blood and other body specimens that are appropriate for drug and alcohol testing at the time of the accident.
All testing will be administered immediately following the motor vehicle collision, or as soon as possible. Employees shall not drive a City vehicle until results from the drug/alcohol screening facility are received and the City is notified of the employee's cleared status. The employee may return to work prior to the receipt of the results of the drug/alcohol screen but are not allowed to drive or operate a City vehicle.

D. Testing for Drivers of Commercial Motor Vehicles Involved in Accidents: Drivers of commercial motor vehicles who are charged with a traffic citation for an accident or who are operating a commercial motor vehicle involved in an accident in which a fatality occurs (whether charged or not) are subject to drug/alcohol testing.

E. Random Testing for Operators of Commercial Motor Vehicles: Employees whose job duties require a Commercial Driver's License (CDL) for operation of a commercial motor vehicle will be selected in an unbiased manner, randomly throughout the year, for drug and alcohol testing, as follows: 10% of the operators of commercial motor vehicles will be tested for

alcohol annually and 50% of the operators of commercial motor vehicles will be tested for drugs annually.

F. Routine Fitness-for-Duty Testing: Employees may be drug tested as part of any routinely scheduled employee fitness-for-duty medical examination.

G. Follow-up and Return to Duty Testing: Employees who have failed a drug/alcohol test and are permitted by the City to return to work after completing treatment for alcohol or drug abuse will be tested prior to returning to work and will be subject to unannounced follow-up testing on a quarterly, semi-annual, or annual basis for a period up to two years, or for a period of up to sixty months for drivers of commercial motor vehicles (with at least six tests conducted within the first twelve months following return to work).

H. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, or as deemed necessary by the City.

15.04 MEDICAL MARIJUANA AND CANNABIDIOL (CBD) OIL

A. While recent changes in Florida law allows for medical use of marijuana by individuals with certain qualifying medical conditions, marijuana nevertheless remains an illegal Schedule I drug under federal law (The Controlled Substances Act). In other words, the use of marijuana, whether for medical or recreational purposes is still illegal under federal law, and under current Florida law the City is not required to accommodate the medical use of marijuana (regardless of whether such use is on or off the job) or accommodate any employee working under the influence of medical marijuana.

B. CBD currently unregulated, and packaging labels for these products may say there is no or low amounts of THC (Tetrahydrocannabinol), when in fact, they may contain enough to be detected during a drug screen.

Therefore, it is important that City employees understand that the use of medical marijuana or CBD products (or any other type of marijuana -containing substance), whether obtained through a prescription or not, can result in a positive drug screen, and will continue to be considered a violation of the City's Drug Free Workplace Policy and result in disciplinary action in accordance with said Policy.

SECTION 16

SAFETY

16.01 ACCIDENT PREVENTION

Department Heads, supervisors, and employees must recognize their responsibility for a successful safety program and will participate in the development, implementation, and improvement of this program. Supervisors must have a continuing concern with all possible operational economies. Inadequate safety training and improper equipment handling and neglect can increase costs, cause accidents, and reduce available manpower.

16.02 ACCIDENT REPORTING

A. Employees are required to immediately report to their supervisor all injuries that occur on the job. Delay in reporting injury can cause complication of the injury and delayed recovery.

B. In the case of vehicular accidents, the appropriate law enforcement agency shall be notified immediately. A copy of the police report will be obtained and forwarded to the Risk Manager within 24 hours.

C. Employees who comply with this policy by reporting injuries to themselves or their co-employees shall not be subject to discipline or other adverse action as a result of making such report. Employees who believe they have been subject to adverse action as a result of making a First Report of Injury under this Section may utilize the procedures set forth in Section 24.02 of these Rules and Regulations, Employee Grievances and Appeals, to the extent applicable. Nothing in this paragraph shall alter or limit the City's right to issue discipline consistent with Section 10. Code of Conduct and Disciplinary Actions, on the basis of any employee conduct other than the reporting of the first notice of injury, including but not limited to failure to adequately observe safety procedures, failure to remain diligent during the performance of employment-related duties and horseplay which resulted in such injury.

16.03 WORKER'S COMPENSATION

Payment of Worker's Compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties with the City will be governed by the Florida State Worker's Compensation Law procedures and the City's Policy of Injury Leave. (Section 14.06)

16.04 SAFETY INCENTIVE PROGRAM

City employees shall be encouraged to participate in a Safety Incentive Awards Program that may vary from year to year, depending upon the funds available, and approval by the Appointing Authority, on recommendation of the Risk Manager and ~~Director of~~ the Human Resources Director.

16.05 WORKPLACE VIOLENCE PREVENTION POLICY OBJECTIVE**:**

A. The City of Fort Pierce is committed to preventing workplace violence and to maintaining a safe work environment and has adopted the following rules to deal with intimidation, harassment, or other threats of violence or acts of violence that may occur during business hours or on City premises. This policy applies to all City employees, of any type or status, including temporary employees.

B. PROHIBITED CONDUCT:

1. The City does not tolerate any type of workplace violence committed by or against employees or any other individual on City premises. Employees are prohibited from making threats or engaging in violent activities.
2. All employees shall be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on City premises without proper authorization, such as the firearms of sworn law enforcement personnel. Employees with a **valid** concealed weapons permit may carry a weapon in their vehicle, but under no circumstances is the employee allowed to bring the weapon into City buildings or display/remove it from their vehicle while on City premises.
3. Conduct that threatens, intimidates, or coerces another employee, a customer/vendor, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based upon an individual's gender, race, religion, age, or any characteristic protected by federal, state, or local law.
4. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on City premises without proper authorization, such as in the case of sworn police officers in connection with their official duties. Employees may keep a lawfully possessed weapon or firearm locked inside their private vehicle in a City parking lot in accordance with controlling law. Employees are not permitted to bring weapons into any City vehicle at any time (even if an employee has a valid concealed weapons permit), excluding sworn police officers who carry weapons in connection with their official duties. Employees are prohibited from carrying or having in their possession a weapon at any time while performing services on behalf of the City whether on or off City property, excluding sworn police officers who carry weapons in connection with their official duties.

5. The following list of behaviors, while not inclusive, provides examples of prohibited conduct:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to a person, or subjects a person to emotional distress;
- Intentionally damaging employer property or property of another employee; or a member of the public while on City property;
- Display or use of a weapon while on City premises or possession of a weapon at any time while performing services on behalf of the City; except sworn police officers in connection with their official duties or as allowed in accordance with controlling law;
- Committing acts of sexual harassment or domestic violence.

SECTION 17

RECORDS AND REPORTS

17.01 RESPONSIBILITY

All official personnel records shall be maintained and controlled under the supervision and direction of the Human Resources Director.

17.02 RECORDS

A. All personnel records and all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the City. Consistent with the Public Records Act, the Appointing Authority is vested with discretion relating to the use, maintenance, and disposition of such records and material and as to whether or not any information contained therein may be disclosed, in accordance with court rulings.

B. Employees must keep their personnel records current. This means notifying the Human Resources Department of any change of telephone number, change of beneficiary, number of dependents, divorce, marriage or any change not previously reported. This is the responsibility of the employee and failure to comply may result in loss of employee benefits and disciplinary action.

C. The City should be informed of any special training course completed by an employee. Copies of diplomas or certificates should be forwarded to become a permanent addition to the employee's personnel file. Each employee is responsible for ensuring that the Human Resources Director is aware of and receives commendations, diplomas, certificates, license and other documents the employee wishes to have placed in his or her personnel file.

D. Employees shall have access to their Personnel files on the City's premises when in the presence of an authorized representative of the City.

SECTION 18

ATTENDANCE AND OVERTIME

18.01 HOURS OF WORK

The Appointing Authority shall establish the hours of work in accordance with the needs of the City service and the needs of the public. Employees are responsible for accurately recording all hours worked, including any time spent working remotely. Employees must accurately record their start and stop time, and the time spent on unpaid meal breaks each day. Employees may not perform any work before clocking in or after clocking out, and should not arrive at their work station prior to the start of their shift, absent supervisory permission. Employees are strictly forbidden from performing work "off the clock".

18.02 ATTENDANCE

An employee shall be in attendance at regular work in accordance with these rules and general departmental regulations. Employees must accurately record their start and stop time, and time spent on unpaid meal breaks each day.

18.03 OVERTIME

Employees may not work overtime without approval from their department head. In any department, overtime will be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting unusual workloads or deadlines in accordance with guidelines approved by the Appointing Authority.

18.04 COMPENSATION FOR OVERTIME

A. All overtime shall be at the rate of one and one half (1 ½) times the employee's regular wage rate. If an employee works overtime without supervisory permission, the employee will still be paid for that time, however, will be subject to disciplinary action for working without permission.

B. Overtime is computed as time worked over forty (40) hours in a work week or hours worked over the number declared in the work cycle by the Appointing Authority, with the exception of part-time police work. Holidays will ~~not~~ be considered as time worked for computing overtime.

18.05 EXEMPT EMPLOYEES

A. The Classified and Pay Plan shall prescribe groups of classes or types of positions which are exempt from overtime provisions.

B. Any employee who is filling an executive, administrative, professional, or supervisory position as designated in the Classification and Pay Plan, and in accordance with Fair Labor Standards Act, shall not be eligible for overtime.

C. Exempt employees are paid a salary for all hours worked, including those worked in excess of 40 during a work week. Exempt employee are not required to record their hours worked, but are required to adhere to their scheduled hours of work. Exempt employees may not be absent from work or any portion of their shift, without supervisory permission.

18.06 PAYROLL ERRORS

The City is committed to complying with all federal and state laws regarding payment of wages. If the City makes a mistake in calculating an employee's pay or withholdings, or improperly deducting pay, any such mistake is inadvertent and not intentional. The City wishes to correct any errors in calculating pay and making deductions. If an employee is or becomes aware of any such mistake or error, the employee should contact the Director of Human Resources immediately. The employee will be required to put his/her concerns in writing so that the City can investigate the possible error and make any corrections required by law.

18.07 STANDBY DUTY

A. Standby duty shall be granted only upon the request of the Department Head and approval of the Appointing Authority.

B. An employee on standby duty will be required to be available for call at any time during this standby duty period.

C. Employees assigned to standby duty shall be compensated as defined by the employee's respective bargaining agreement.

SECTION 19

MISCELLANEOUS RULES & BENEFITS

19.01 VEHICLES

Some employees, because of the nature of their work, may be issued and are responsible for a vehicle, which they are authorized to drive solely to and from work, to conduct official business and to drive during their lunch period. Such vehicles shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly. Abuse of this policy will result in withdrawal of the vehicle and appropriate disciplinary action may be taken.

Use of City Vehicles or Privately Owned Vehicles on City Business

A. City-owned vehicles shall not be used for personal business or pleasure. No City vehicle shall be used to transport passengers who are non-employees without prior supervisory approval.

B. An employee driving a City vehicle, or a personal vehicle for City business, shall have in his/her possession a valid Florida driver's license with appropriate endorsements for the type of vehicle or equipment being operated. An employee who operates a vehicle on behalf of the City has a responsibility to immediately report the loss or suspension of his/her driver's license to his/her supervisor.

C. For those City vehicles assigned to an employee on a 24-hour basis, off-street parking should be provided when the vehicle is taken to a place of residence. Before a City vehicle can be driven to and from work, an employee shall obtain approval from his/her Department Head.

D. If a City vehicle is involved in an accident, the employee shall immediately notify the appropriate law enforcement agency and the employee's Department Head or designee. The Departmental Head or designee will contact and forward the vehicle accident report to Risk Management within twenty-four (24) hours of the accident or the first business day after the accident.

E. An employee operating a City vehicle or a personal vehicle in the performance of duties is expected to drive safely and comply with all traffic laws of the State of Florida Department of Transportation, including the use of seat belts when the vehicle is so equipped. All employees riding as passengers are also expected to use seat belts at all times. The use of cellular phones, personal digital assistant devices (PDA), personal computers, MP3 players, compact disc players, radios and other electronic devices while operating a vehicle or equipment is prohibited except in the performance of required job duties.

F. Employees who are in classifications or positions that require the use of their personal vehicle to carry out assigned duties and who qualify for "dedicated" vehicle and mileage allowance, are responsible for maintaining $100,000 automobile liability, $50,000 property damage, and personal injury insurance coverage.

G. The City may provide take-home vehicles, whenever fiscally or administratively feasible, to staff as needed. In order to be eligible for a taker-home vehicle, employees must reside within ten (10) miles of the City Limits of the City of Fort Pierce and all points within St. Lucie County.

H. An employee who receives a car allowance from the City may not also use a City vehicle to conduct City business. An employee who is assigned a City vehicle to conduct City business may not also receive a car allowance. If an employee has a temporary change in usage, the department head must be notified so any appropriate payroll adjustments can be made.

19.02 PENSION PLAN

The City will provide a pension plan for all qualified employees to guarantee a monthly life income after their retirement. Details of the plan are maintained by the Finance Director.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

The deferred retirement option program, hereinafter referred to as the DROP, is a program under which an eligible member of the retirement system may elect to retire, participate, and become a retirant of the retirement system, deferring receipt of retirement benefits while continuing employment with the participating employer.

Any member who is eligible to receive a normal retirement annuity and is employed by a participating employer may participate in the DROP and there is no break in service between the member's last working day as an employee and first day as a retire member and DROP participant. Details of the plan are maintained by the Finance Director.

The total years of participation in the DROP shall not exceed five (5) years.

19.03 INSURANCE BENEFITS

Hospitalization and medical insurance are available at the completion of a required waiting period of ninety (90) calendar days from the first of the following month after employment, for all employees working twenty-five (25) hours or more each week. The City pays the majority of the cost (90%) of the employee's coverage; optional coverage for dependents is shared by the City and employee. Life and

accidental death insurance are also available for City employees. Please refer to the summary plan description for details.

19.04 DEDUCTIONS

Federal withholding tax, retirement, garnishments and Social Security are deducted from paychecks in accordance with law. Any other deductions, including group insurance, United Way, Credit Union deductions, etc., are made only by written request of the employee.

19.05 USE OF ELECRONIC EQUIPMENT, TELEPHONE CALLS AND CALLERS

The City is committed to providing the best possible service to our citizens. The City provides this service by making use of the most modern office equipment available including faxes, electronic mail systems (E-Mail), voice mail systems and computer generated Internet access. Office equipment has been installed solely for the purpose of promoting the business interests of the City and all office equipment is the property of the City of Fort Pierce. Use of a password for entrance into any electronic system does not mean the information is limited to personal use, but rather all such information remains City property and is at all times accessible to the City. Accordingly, it is the City's policy that any and all office equipment, including, but not limited to, data processing, computer information, E-mail and voice mail systems, is to be used for business purposes only. This equipment should not be put to personal use.

The use of all office equipment including, but not limited to data processing devices, computer information systems, E-Mail systems and voice mail systems is subject to monitoring at any time, with or without notice, at management's sole discretion. The City's computer system is set up so that E-Mail messages may not be destroyed upon deletion. Deleted E-Mail messages may be stored in another electronic location upon deletion. E-Mail messages may be read by management for quality assurance purposes or other legitimate reasons and should only be used for business purposes.

As with all office communication devices, employees are prohibited from using the Internet or the E-Mail system to communicate any improper communication, including but not limited to personal messages, inappropriate comments or jokes, cartoons, or any other communications which are derogatory, obscene or offensive. Additionally, employees are prohibited from using the E-Mail system or other office equipment for the purpose of soliciting or distributing for any cause, group, enterprise or organization. Persons not employed by the City are prohibited from using the City's office equipment for any purpose.

Employees are not expected to receive personal visitors or telephone calls at the office, except in the case of an emergency; if a personal call is necessary, the time must be limited. A violation of any provision of this policy will result in disciplinary action up to and including discharge.

19.06 REMOTE ACCESS AND CELL PHONES

Employees may not remotely access the City's computer or email system without prior approval. Employees who are given access to the City's computer or email system must take all reasonable steps necessary to secure such information and access.

Employee who access information must not do so when off-the-clock or otherwise not being paid. Non-exempt employees who are granted remote access to the computer or email system must record all time the employee spends performing work, including reading and responding to emails.

If an employee uses his/her own device to access the computer or email system and conduct City business, the employee's personal device may be subject to review and monitoring. Employees do not have an expectation of privacy in any communication made in the course of the City's business even if such communication is made from a personal device.

If an employee is provided a cell phone, tablet, pager, lap top or other device as part of their employment, such device remains the property of the City and is subject to monitoring at any time. Employees do not have an expectation of privacy as to any information stored on a City device or equipment, including any personal information. If an employee uses a City device or equipment for personal use, the employee's personal information on that device or equipment may be subject to review or monitoring.

19.07 REST PERIODS

Two (2) fifteen (15) minute rest periods (a.m. and p.m.) may be authorized if they do not disturb the normal operations of the City. These rest periods will be taken, if authorized, at the work site. Leaving the work site requires prior approval. Time for rest periods is not cumulative and will be considered lost if not taken at the proper time.

19.08 TRAVEL AND OTHER EXPENSES

A. Travel: Out of town travel on business by employees of the City must be approved by the Appointing Authority. Local attendance at conferences, conventions, and meetings shall be limited to the number of persons necessary to cover the meeting adequately and must also be approved by the Department Head.

B. Transportation: Expenses for transportation will be paid upon presentation of a paid receipt or invoice from the carrier. The type of transportation used shall be that which is most beneficial to the City, considering the length of travel, time to travel, destination, and mission to be performed. Time away from the job shall be

an important consideration. Travel by private vehicles may be used for travel, provided it is in the best interest of the City. Reimbursement for use of personal car shall be at the rate established per mile; provided however, that such reimbursement shall not exceed the cost of a round trip tourist rate airplane ticket. The reimbursement rate represents the total payment for the use of private vehicles. Additional payments for such items as insurance and gasoline will not be approved. If an employee has the use of a City vehicle, the employee will not be reimbursed for using his or her personal vehicle unless required to do so by the employee's department head.

C. Registration Fees: Expenses for registration fees for conferences, short courses, school, etc., will be paid upon presentation of a paid receipt or invoice from the sponsoring agency.

D. Meals, Lodging, and Miscellaneous Expenses: Reimbursement will be made for all necessary out-of-pocket expenses as follows:

1. Lodging: Actual expenses for lodging at a single occupancy rate. Paid receipts must be obtained and submitted for all lodging expenses.
2. Meals: Reimbursement will be made for meals in accordance with City policy.
3. Incidental Expenses: Some incidental expenses will also be paid in accordance with city policy, such as taxi, bus, tolls, baggage handling, etc.

E. Cash Allowance: Persons traveling may secure an advance cash allowance to assist in meeting travel expenses, provided a proper authorization is presented with the approval of the Appointing Authority.

F. Family Travel: In the event an employee's spouse and/or children accompany the traveler on an official business trip, the employee can only receive reimbursement for those charges incurred by him/her. Any additional charges for accommodations, meals, and travel for family members are not reimbursable by the City.

G. Expense Statements: Employees traveling shall file an appropriate expense statement as soon as practicable, but not later than five (5) working days after returning. Receipts are to be presented for designated expense items. Other documentation must be presented. The expense statement is subject to review by the Appointing Authority.

19.09 SMOKING AND E-CIGARETTES

Smoking cigarettes, cloves or cigars, use of e-cigarettes or vaping is prohibited in a City vehicle.

Employees who choose to smoke while at work may do so during designated breaks only in designated smoking areas outside of City buildings or at least one hundred (100) feet away from City worksites, building entrances, elevators and storage areas of flammable substances. If employees are provided breaks, employees who chose to smoke will be provided the same breaks and will not be provided additional breaks. Individuals who choose to smoke or use tobacco products are responsible for ensuring that cigarette butts and other byproducts are properly disposed of and do not become litter.

SECTION 20

POSITION CLASSIFICATION PLAN

20.01 PURPOSE

The City maintains a Position Classification Plan. The City has the authority and discretion to reclassify positions as necessary.

A. If an employee's position is reclassified to a higher level class, the employee may be required to undergo prescribed testing.

B. If an employee's position is reclassified within the same pay grade, the employee shall receive a new change in title.

C. If an employee's position is reclassified to a lower pay grade, the employee will have the opportunity to transfer to a vacancy in the same original classification in the same or other department, if a vacancy exists.

SECTION 21

COMPENSATION PLAN-SALARY SCHEDULE

21.01 PURPOSE

The Compensation Plan is directly related to the Classification Plan and provides the basis of compensation for employees of the City. The Salary Schedule is constructed to reflect the following:

A. Relative difficulty and responsibility existing between the classes of work within the City.

B. Prevailing rates of pay for similar types of work in the labor market from which the City's employees are recruited.

21.02 ADOPTION AND AMENDMENT

The Compensation Plan shall be approved by the Appointing Authority and the City Commission. Amendments to the Plan shall be considered when changes of responsibilities of work or classes, availability of labor, prevailing rates or pay, the City's financial condition and policies, or other pertinent economic considerations warrant such action.

21.03 PERFORMANCE SALARY AND SPECIAL INCREASES

A. Salary increases are not intended to be automatic, but are to be earned and based upon job performance.

B. Employees will become eligible for consideration for a salary increase at one (1) year intervals. In unusual circumstances, the Appointing Authority may approve a salary increase at less than one year intervals to reward extraordinary performance.

C. Approved salary increases will be effective at the beginning of the next pay period after the employee has been approved for an increase.

D. The Appointing Authority may approve special increases to correct pay inequities.

21.04 PROMOTIONAL INCREASES

A. A promotion occurs when an employee is moved from one position in one class to another position in a different class which has a higher maximum salary.

B. A promoted employee will receive a salary increase to the minimum rate of the new pay grade or up to 10% of his/her prior salary, whichever is greater, within a period of sixty (60) days from the date of promotion as approved by the Appointing Authority, absent special circumstances.

21.05 DEMOTION

A. An employee may be demoted to a position of lower grade for any of the following reasons:

1. When an employee would otherwise be laid off because the position is being abolished; because the position is being reclassified to a lower pay grade, or due to lack of work or funds.
2. When an employee does not possess the necessary qualifications to render satisfactory service in the position currently held.
3. When the employee demonstrates unsatisfactory performance during the probationary period following a promotion.
4. When the employee voluntarily requests the demotion.

B. The effect of demotion on pay shall be as follows:

1. Demotion will not result in a pay increase.
2. Pay will not exceed the maximum rate of the pay grade designated for the lower position.

21.06 TRANSFERS

A. All transfers shall be made only with the approval of the Department Heads concerned.

B. Transfers shall be made as follows:

1. An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay grade, rate, or anniversary date.
2. If, after a fair trial, the new employee is found to be unqualified in the new position, the employee may return to the position left, with the approval of the Appointing Authority, if a vacancy exists.

C. When an employee becomes unable to perform the essential functions of the job with reasonable accommodation due to a disability, the Appointing Authority may transfer the employee to an open position in the same or a lower class which the employee has the ability to fill.

21.07 TRAINEE CATEGORY

A. In the event an applicant for any position does not meet the minimum qualifications, but is otherwise qualified for the position, the City may authorize appointment as a TRAINEE. In such cases, the employee will be hired at a rate below the minimum salary, until the minimum qualifications have been satisfied.

B. This category is used to train people on the job who have the potential to do the work but lack some of the skills or experience needed.

C. The usual time a person remains in a trainee category depends upon the skills or experience needed in individual cases, but should not exceed a maximum of twenty-four (24) months. If, after a reasonable period of time, the employee does not meet the necessary qualifications or acquires the needed skills, he/she will be demoted (if a vacancy is available) or dismissed. An employee in a trainee category will not be placed in a regular status until successful completion of the trainee period.

21.08 LEAD WORKER CATEGORY

A lead worker position is defined as a position where duties of a supervisory nature are assigned over a group of positions classified as the same as that of the lead worker. Recommendations from the Department Head to the Human Resources Director will be in writing stating the duties and responsibilities this individual will have and the estimated duration this assignment will last. The Human Resources Director will review all lead worker assignments periodically to insure the functions are still present. When assigned as lead worker, the employee will receive a five percent (5%) increase above the present pay while on the assignment. When the assignment is removed, the special day provision will be removed.

21.09 CALL BACK

Employees required to come to work on off-duty time, due to emergency recall or other urgent situations, shall be paid at the rate of one-and-one-half (1 ½) times the normal hourly rate for all time actually worked in excess of the normal forty (40) hour working cycle, or in accordance with the applicable bargaining agreement.

21.10 BUDGET LIMITATIONS

All actions concerned with the payment of salaries in accordance with these rules are subject to adequate funds being available.

21.11 REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGES

The Appointing Authority shall review the circumstances under which claims for personal property damages occurred, and may compensate an employee for said damages sustained when not due to any negligence or contributory negligence on his/her part while working within the scope of his/her assignment, in the amount not to exceed one hundred dollars ($100.00) per item. Proper evaluation of the item(s) being replaced must be documented to the satisfaction of the Appointing Authority.

21.12 SALARY ADVANCES

After one (1) week of employment, employees may be granted a lump sum salary advance of time earned a minimum of one week, not to exceed one (~~1~~2) week's pay. Employees taking vacation may be advanced their next regular pay check, if eighty (80) hours of vacation leave is accumulated and used. All advances must be recommended by the Department Head and approved by the Finance Director.

21.13 TEMPORARY WORK AT A HIGHER CLASSIFICATION

An employee may be required to work in a higher classification on a temporary, incidental, or emergency basis and shall do so at no increase in pay unless provided for otherwise in a collective bargaining agreement. If the employee is required to perform the duties for a period exceeding eleven (11) consecutive working days, the Human Resources Director shall recommend to the Appointing Authority a temporary transfer to the higher classification, or the employee may be paid the appropriate rate for the higher classification, if approved. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position and any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements. This provision is not intended for those cases where employees are assigned duties on a training basis or in supervisory positions.

SECTION 22

SEPARATIONS

22.01 TYPES OF SEPARATIONS

Separation and/or terminations from employment in the City's service are designated as one of the following types:

A. Resignation

B. Retirement

C. Disability

D. Death

E. Reduction in Force (Lay-Off)

F. Dismissal or Discharge

G. End of Temporary Assignment

H. Deferred Retirement Option Program (DROP)

22.02 RESIGNATION

A. Resignation in good standing.

i. An employee voluntarily leaves the City's service.

ii. An employee wishing to leave the City's service in good standing shall submit a written resignation to the Human Resources Department through his or her immediate supervisor, stating the date of separation. Such notice must be given two (2) weeks prior to the date of separation. The City has the right to immediately accept the resignation of any such employee and forgo the two week notice.

B. Resignation not in good standing.

i. If an employee fails to give two weeks' notice prior to his or her resignation, the employee will be considered to have resigned not in good standing.

ii. If an employee resigns while under investigation by the City, or any state or federal agency, the employee will be considered to have resigned not in good standing.

iii. Unauthorized absences from work for a period of three (3) consecutive days shall be considered a resignation not in good standing.

iv. An employee who resigns not in good standing will not be eligible for re-employment with the City. Further, an employee who resigns not in good standing is not eligible to receive sick leave at the time of separation of employment.

22.03 RETIREMENT

A. A procedure whereby an employee is separated from the City's service by means of retirement in accordance with the City's Retirement Plans.

B. Retirement regulations and benefits shall conform with the provisions of the Retirement Plans in effect.

22.04 DISABILITY

A. The City will provide reasonable accommodations to disabled employees provided such accommodations do not create an undue hardship. To request an accommodation, an employee should contact the Human Resources Department.

B. If the City is unable to provide a reasonable accommodation to enable the employee to perform the essential functions of his or her current position, the City will consider other possible reasonable accommodations, including transfer to an open position for which the employee is qualified. If no reasonable accommodation exists, the employee may be terminated.

C. Separations based on the employee's inability to perform the essential functions of his/her job under the provisions of this section will not be considered disciplinary terminations.

D. If the employee should recuperate to the extent that he/she can perform the essential functions of his/her job with or without reasonable accommodations within nine (9) months of his/her termination, he/she may contact the Human Resources Department, and the Department Head may authorize reinstatement upon receipt of acceptable evidence that he/she can satisfactorily perform the job, providing there is a vacancy. The employee may continue to check the City job line and may apply for other open positions within the City as they occur.

22.05 DEATH

For record keeping purposes, separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed forms in the employee's personnel file.

The City, in case of death of an employee where no beneficiary has been named, shall pay to the wife or husband, and in case there is no wife or husband, then to the child or children of their legally appointed guardian; and in case there is no child or children, then to the father or mother, any wages, vacation or sick leave pay, compensation and other benefits that may be due the employee at the time of the employee's death.

22.06 REDUCTION IN FORCE (LAY-OFF)

A. When it becomes necessary to reduce the number of employees because of lack of funds, shortage of work, the elimination of a position, or other causes, which do not reflect discredit on the service of the employee, employees shall be laid off at the sole determination and discretion of the City. No regular employee shall be laid off while another person in a classified position is employed on a temporary basis.

B. The order of lay-off shall be determined by the City considering past performance, ability to perform, seniority, and the needs of the City.

C. A laid-off employee shall be paid for all annual/vacation leave credits for which eligible.

D. Employees laid-off may request to be placed on a Reinstatement List. The order of this list will be determined by the City using the same criteria as in the lay-off procedure. The Reinstatement List will be valid for one (1) year.

22.07 DISMISSAL OR DISCHARGE

A discharge is the involuntary separation of an employee from the City's service. Employees discharged for disciplinary reasons, including poor performance, will not be eligible for rehire and shall lose all seniority and reinstatement privileges.

22.08 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. A procedure whereby an employee is separated from the City's service by means of retirement in accordance with the City's Deferred Retirement Option Program Plan.

B. Retirement regulations and benefits shall conform with the provisions of the Deferred Retirement Option Program Plan in effect.

22.09 RETURN OF PROPERTY AND FINANCIAL OBLIGATION

A. Prior to receiving final monies due, all items of City property in the employee's custody shall be returned to the Department. Certification to this effect shall be made by the employee's supervisor. Any monies due because of shortages shall be collected through appropriate action.

B. Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of City property, or other financial obligations, which are due the City, shall be deducted from the employee's final pay check to the extent permitted under the Fair Labor Standards Act and other applicable federal and state laws and regulations.

22.10 EXIT INTERVIEW

An exit interview shall be conducted of all employees separated from the City's service. This will be conducted by the Human Resources Director or designee.

SECTION 23 ACCOMMODATIONS

Any employee who believes he or she needs an accommodation as a result of a disability, pregnancy or religious belief, must contact Human Resources. Human Resources will work with the individual to determine what reasonable accommodations are available, and take the necessary steps to implement the appropriate reasonable accommodation(s), if any, as required by law.

SECTION 24

EMPLOYEE GRIEVANCES, APPEALS, AND COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

24.01 GRIEVANCES

A. Purpose

1. Eliminate or correct causes of employee dissatisfaction and complaints.
2. Provide a systematic and orderly method for adjusting complaints and differences of opinion between employees and supervisory or management personnel.
3. Ensure all employees are afforded fair, equitable, and expeditious review of their grievances without fear of retaliation, coercion, or discrimination.
4. Set forth a procedure governing the presentation of charges, hearing rights and appeals.

B. Definitions

Immediate Supervisor – The individual who normally has the responsibility for scheduling, assignment, and reviewing the work of the employee; and to whom the employee customarily reports to for direction and instruction concerned with work assignments on a regular basis, such supervisors would normally exercise discretionary powers, or have authority to recommend disciplinary actions or other changes in employee status.

Conditions of Employment – Conditions of employment are to be broadly construed to include employees' physical working environment, interactions with the public, elected officials and co-employees, and perceived violations of these Rules and Regulations, Departmental Rules, operating procedures or General Orders.

C. Right of Grievance

Any employee who has achieved regular status in the Classified Service shall have the right to use the grievance procedure provided herein to address complaints regarding conditions of employment, which are not otherwise governed by Sections 24.02 or 24.03.

D. Supervisors and Management Responsibilities

1. It shall be the responsibility of supervisory and management personnel to hear and consider all employee grievances and take necessary and appropriate corrective action, or provide a reasonable explanation as to

why the grievance is not valid.

2. No supervisor shall deny any employee the right to take the complaint to the next step in the grievance procedure when it cannot be settled to the satisfaction of the employee at the lower level. Should such a denial occur, the employee shall be entitled to file a new grievance, based on the denial, to the next level of supervision.

E. Management Prerogatives

The resolution of grievances shall be resolved in consideration of the prerogatives of management which include the following:

1. The City retains the sole right to determine and from time to time to redetermine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the schedule of work time, the size and composition or work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or jobs shall be performed by employees covered by the Union Contract; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part operations whenever in the opinion of the City's good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, classify, reclassify, promote, demote, and determine the qualifications of employees; and to determine the starting and quitting time and the number of hours to be worked.
2. The exercise of the above rights does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of these rights are not subject to review by the Grievance Committee or hearing before an Arbitrator.
3. The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity to manage the services of the City of Fort Pierce.
4. The City retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any term of an effective Collective Bargaining Agreement to which the City is a party.
5. If the City determines that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of the Union Contract may be suspended during the time of the declared emergency.

F. Grievance Procedure - Steps

1. Step 1 – Supervisor Review of Verbal Grievance

   a. If an employee feels he/she has a grievance, he/she shall first discuss it with his/her immediate supervisor within five (5) days of the occurrence of the event or within five (5) calendar days from the date the employee could reasonably be expected to have knowledge of the existence of the condition of employment.

   b. Upon being informed of the complaint, the immediate supervisor shall make appropriate inquiries and take necessary actions to resolve the problem. The supervisor's resolution shall be discussed with the employee within seven (7) calendar days from the date the grievance was first presented.

2. Step 2 – Supervisor Review of Written Grievance

   a. In the event the grievance is not resolved in Step 1, the immediate supervisor does not respond, or the employee is dissatisfied with the immediate supervisor's resolution, the employee may submit a written grievance to their immediate supervisor within three (3) calendar days following the seven (7) calendar days allowed for the supervisor to respond in Step 1.

   b. A written reply shall be furnished to the employee within ten (10) calendar days after the written grievance is received by the immediate supervisor.

3. Step 3 – Department Head Review

   a. In the event the grievance is not resolved in Step 2, the immediate supervisor does not respond, or the employee is dissatisfied with the immediate supervisor's resolution, the employee may submit a written grievance to their Department Head within three (3) calendar days following the ten (10) calendar days allowed for the supervisor to respond in Step 2.

   b. A written response indicating the outcome of the department head's review shall be furnished to the employee within fifteen (15) calendar days after the written grievance is received by the department head.

4. Step 4 – Grievance Committee Review

   If the employee is dissatisfied with the department head's determination, he

or she may, within five (5) calendar days following the 15 calendar days allowed for the department head to respond, submit a written request to the Human Resources Department Head for a review of the grievance by the Grievance Committee. Such written request shall be accompanied by facts and information relevant to the complaint. Copies of the written request for review shall also be sent by the employee to the Appointing Authority.

G. Grievance Submission Requirements

1. Written grievances shall be submitted on the forms prescribed by the City.
2. It is the employee's responsibility to advance grievances as provided herein. If any employee fails to advance his/her grievance to the next step within the time frames provided within each step, the grievance shall be deemed to have been withdrawn or waived.

H. Grievance Committee Composition

1. The Grievance Committee shall be composed of three (3) members.
2. Grievance Committee members shall be appointed in accordance with the following procedure.

    a. The aggrieved employee shall appoint one (1) member when requesting review. The Department Head shall appoint one (1) member within two (2) days of the request for review.

    b. The third member shall be appointed by the other two members within two (2) days of appointment in subparagraph 1;

    c. If the two (2) members fail to agree on the third member, the Appointing Authority shall appoint the third member within seven (7) days of the employee's original request.

I. Hearing before a Grievance Committee

1. Within fifteen (15) calendar days after the receipt of a written request to review a grievance, the Human Resources Department Director shall schedule a hearing before the Grievance Committee.
2. The Human Resources Department Director shall act as permanent secretary to the Grievance Committee and is responsible for notifying interested parties, keeping the official minutes, and rendering advice on Personnel Rules and Regulations.
3. All meetings, investigations, and hearings related to grievance reviews shall be scheduled during normal business hours whenever possible. All participants in grievance committee activities shall be granted administrative leave with pay.

4. Employees, supervisors, their representatives, and witnesses shall have the right to appear before the committee for the purpose of presenting relevant facts, documents and information. Additional witnesses may be called, at the discretion of the Committee, when necessary to resolve the grievance.

J. Findings of the Grievance Committee

1. The Grievance Committee shall, within ten (10) calendar days following a hearing, render its findings and advisory recommendations. Written copies of the findings shall be furnished to the employee and the Human Resources Department Director.
2. The City Manager shall review the findings and recommendations of the Grievance Committee and may sustain, modify or reject such recommendations.
3. The decision of the City Manager's review of the Grievance Committee's recommendations shall be final.
4. The summary report of the grievance proceedings shall be maintained in the Human Resources Department.

24.02 APPEALS

A. Right of Appeal

1. Any employee who has achieved regular status in the Classified Service shall have the right to appeal to the Civil Service Appeals Board any suspension, demotion, reduction in pay, or dismissal by the appointing authority by whom he/she is employed.

2. Exceptions:

a. Any employee who is promoted and subsequently demoted, or receives a reduction in pay prior to one year in the higher classification, shall not have the right of appeal unless the demotion is to a lower class than that in which he/she was serving prior to promotion, or unless the action results in a lower rate of pay than the employee was receiving prior to promotion.

b. Any employee accepting a demotion or reduction in pay as being a voluntary action shall not have the right of appeal.

B. Notice of Action

1. Each employee of the Classified Service shall be provided written notice by the Appointing Authority involving any action of suspension, demotion, reduction in pay, or dismissal.

2. Such notice shall advise the employee of his/her right to appeal as provided under this section.
3. A copy of all such notices shall also be provided to the Human Resources Department Head.

C. Procedures for Filing Appeals

1. An employee wishing to appeal to the Civil Service Appeals Board shall, within seven (7) calendar days after the effective date of a suspension, demotion, reduction in pay, or dismissal, advise the Human Resources Department Head in writing of the desire to appeal.
2. The notice of appeal shall contain a concise and brief statement of facts showing why the appellant is entitled to relief.
3. The Human Resources Department shall prepare a summary of the available facts and information for review by the Civil Service Appeals Board prior to the scheduling of a formal hearing. The Civil Service Appeals Board may deny a hearing on an appeal based upon the summary report, if it appears on its face that the Board has no jurisdiction or authority to hear the matter or such report is not filed in conformance with these Rules and Regulations.
4. When a hearing has been scheduled by the Board, the Human Resources Department shall notify the appellant, the Appointing Authority, and the Department Head involved.
5. The Human Resources Department shall make all necessary arrangements for the appeal to be heard by the Civil Service Appeals Board.

Procedures for Hearing Appeals

A. Hearing Dates – The Civil Service Appeals Board shall establish a time, date and place for hearings and provide appropriate written notices to the parties concerned.

B. Postponements

1. Once the date for the proceedings has been fixed, the appellant or Appointing Authority may file a written request for postponement with the Chairperson of the Civil Service Appeals Board, through the Human Resources Department, citing circumstances which prevent attendance on the scheduled date.
2. The Chairman of the Civil Service Appeals Board shall consider the request on its merit, and may grant a postponement if extenuating circumstances are present.

C. Quorum

A quorum shall consist of no less than three (3) Civil Service Appeals Board members. No hearing shall take place in the absence of a quorum.

D. Conduct of a Hearing

1. The Chairperson of the Civil Service Appeals Board, or in his/her absence, the Vice Chairperson, shall preside at all hearings.
2. All parties shall abide by the decisions of the Chairperson, except in the event another member of the Civil Service Appeals Board objects to a decision concerning the admission of evidence; the issue will be settled by majority vote of the Civil Service Appeals Board.
3. The Chairperson shall open the Hearing by:

    a. Stating the nature and purpose of the proceedings.
    b. Introducing and identifying for the record all interested parties.
    c. Defining the issue or issues.
    d. Explaining the manner in which the hearing will be conducted.

4. Each party shall have the right to be accompanied by, or represented by, counsel.
5. Each party shall be given an opportunity to make an opening statement if they desire. Such opening statement shall be restricted solely to the facts the party expects to prove.
6. Any member of the Board may direct questions to any party at any time during the proceedings.
7. Each party may object to clearly irrelevant material and shall have the right to examine witnesses.
8. The Chairperson shall allow the appellant and the Appointing Authority, or their representative, to make a closing statement if they desire.

E. Rules of Evidence

1. Each party shall be responsible for proving their case by competent, substantial evidence.
2. Evidence may be in the form of oral testimony from witnesses, signed affidavits or statements, or introduction of pertinent documents, materials, or equipment.
3. Testimony of witnesses may be under oath or affirmation.
4. The Chairperson shall be responsible for admittance of evidence and control of testimony.
5. The Chairperson may request additional documentary evidence, which it considers relevant, or the recall of witnesses when the need for additional testimony is indicated.
6. Documentary evidence introduced and accepted by the Board will be labeled or numbered for proper identification into the record.

F. Record of the Hearing

1. Stenographic notes and/or mechanical record shall be kept of all hearing procedures.
2. A verbatim account of the hearing will not be transcribed unless requested by one of the parties, and if paid for by the requesting party.
3. Either party shall have the right to have the proceedings recorded by the court reporter at their own expense.

G. Decisions and Orders of the Board

1. The Board may affirm, modify, or reverse the decision of the Appointing Authority. The decisions and orders of the Board may include, but are not necessarily limited to, the reinstatement of an employee, with or without back pay, modification of imposed penalties, removal of part or all references of charges from the employee's personnel file, or any other decision considered equitable, based upon the findings.
2. The Civil Service Appeals Board may order the reinstatement of a Classified Service employee who was suspended, demoted, or dismissed only if it appears after a proper public hearing that the suspension, demotion, or dismissal was made for reasons other than good cause.
3. The Civil Service Appeals Board may order the appointment or promotions of any candidate in the Classified Service, or the reinstatement of any employee in the Classified Service who has been suspended, demoted, or dismissed, if it appears after a public hearing that the denial of or action taken was because of the employee's political opinion or affiliation, religious belief, race, color, sex, national origin, age, or disability, if such age or disability is not related to job performance.
4. The Civil Service Appeals Board may direct that any employee who has been wrongfully suspended, demoted, or dismissed, shall be entitled to back pay and other compensation, if the circumstances warrant such an order.
5. After the hearing, the Civil Service Appeals Board shall render a decision within thirty (30) calendar days. Such a decision shall contain findings of fact and a granting or denial in whole or in part of the relief requested. The decision of the Civil Service Appeals Board shall be final.

24.03 COMPLAINTS OF DISCRIMINATION, HARASSMENT AND RETALIATION:

A. Original Complaints

1. All City employees share the responsibility of understanding and assisting the City in preventing discrimination, retaliation, and harassment. Individuals who believe that they have observed or have been subject to discrimination, retaliation, or harassment have the responsibility to inform the City that such conduct has occurred. Individuals who believe that they have observed or been subjected to discrimination, retaliation or harassment are encouraged to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Whether or not an individual addresses the offender directly, he or she must report all incidents of discrimination, retaliation or harassment in compliance with the procedures set forth herein.
2. All instances of discrimination, retaliation or harassment must be reported to the Human Resources Director.
3. In order to conduct an effective investigation, the report must be complete and accurate. To facilitate this goal, the City prefers that all reports of discrimination, retaliation and harassment be reduced to a written complaint signed by the victim or observers; however, the complaint may be oral or written. In the event such employee refuses to draft such a complaint, the Human Resources Director shall draft a complaint, which will be provided to the complainant with a request to review and verify its accuracy. Once the written complaint is verified as accurate, the employee will need to sign the complaint.

B. Investigations

1. The following procedures shall apply to all complaints of discrimination, retaliation or harassment unless stricter procedural requirements are mandated by federal or state statutes or regulations. *See e.g.*, F.S. §§112-Part VI (Police Officers' Bill of Rights); 112-Part VIII(Firefighters' Bill of Rights); and 468.619 (Building Officials' Bill of Rights).
2. Complaints of discrimination, retaliation or harassment shall be investigated by the Human Resources Director or the Chief of Police's designated internal affairs officer, if such claim arises from within the Police Department, whether or not the complaint is signed by the complainant. In order to protect the privacy of the parties involved, the investigation shall remain as confidential as the circumstances allow.
3. Employees who are determined to be witnesses may be interviewed as part of the investigation and must participate in the investigation as deemed necessary.
4. The investigation shall conclude within ninety (90) business days of the original complaint or one hundred eighty (180) days, if conducted

pursuant to Police Department procedures for administrative investigations, unless circumstances require a longer period of time.

C. Resolution of Investigation

1. The Appointing Authority will notify the complainant of the findings of the investigation in writing.

2. The Appointing Authority will notify the alleged wrongdoer of the findings of the investigation and any disciplinary action. Any employee in the classified service who is disciplined as a result of the investigation may seek review following the City's grievance procedures (§24.01) or appellate procedures (§24.02) as may be applicable.

D. Prohibition Against Retaliation

1. In accordance with applicable law, no employee will be disciplined or retaliated against because that employee: (i) opposed an unlawful employment action; (ii) filed a complaint of harassment, discrimination or retaliation with the City; (iii) filed a complaint or charge with any federal, state, or local agency authorized to receive such complaints or charges, or filed such complaints or charges prior to or without using the City's grievance procedures; (iv) participated in an investigation initiated under City procedures or (v) participated in an investigation conducted by federal, state, or local agencies authorized to receive such complaints or charges. Nothing in this paragraph shall stay an adverse action taken against an employee for any reason other than making a complaint of discrimination.

2. If an employee who has filed a complaint of harassment, discrimination or retaliation, or who has participated in an investigation believes he or she has been retaliated against, the employee must notify the Human Resources Department.

3. The procedure provided for by this subsection assumes that submitted complaints are objectively reasonable and made in good-faith. Nothing within this subsection shall be construed to prevent the City from disciplining employees who submit false allegations in complaints or provide false information during investigations.

SECTION 25

TUITION REIMBURSEMENT PROGRAM

It is the intention of this policy to provide funds to employees for educational reimbursement. This policy is exclusive of other City training.

A. Reimbursement

1. The City may, in its sole discretion and as budgetary conditions permit, provide funding to support this program and to assist employees with accredited educational tuition costs. An attempt will be made to distribute said funds to departments so they will be available for each school term.
2. The use of these funds will be restricted to tuition and will be limited to 100% tuition reimbursement for no more than fifteen (15) credit hours per employee each calendar year. This reimbursement will be for employees who achieve a minimum grade of "C" or above. The amount reimbursed shall not exceed the State credit hour rate for undergraduate or graduate courses.

B. Eligibility Requirements

City employees appointed to permanent positions who have completed their initial probation period will be eligible to participate in this program. Permanent part- time employees will be eligible for a proportionate share of the tuition reimbursement.

C. Conditions for Approval and Payment

1. The City will participate in the cost of those course, both correspondence and classroom, which are determined as follows:

   a. Directly related to the duties of the position held by the employee applying for tuition reimbursement; and/or

   b. Must be a valid elective for a degree program approved by the Director of Human Resources and the Department Head; and/or

   c. Would contribute to the upward mobility of the employee.

2. Classes must be from a recognized or accredited institution in order to qualify for this program.
3. The City will pay the cost of tuition for each course, as referenced in Section B-2, including books in connection with the courses to be taken. This does not does not include taxes, extra fees such as online fees,

administrative fees, lab fees, etc.

4. The City will not pay tuition fees which have been advanced from other sources such as scholarships, grants, or other subsidies.
5. To be eligible for a refund, an employee must successfully pass the course and present a certificate to the Human Resources Department. A passing grade shall be considered a grade of "C" or equivalent.

D. Application Procedure

1. Each application must be signed by the employee, applicant's Department Head or designee, and approved by the Human Resources Department.
2. Requests for refund of tuition must be made on the Tuition Reimbursement Form. These forms can be obtained in the employee's department or the Human Resources Department.
3. The request shall be submitted with a copy of an official fee card attached and forwarded to the Human Resources Department.
4. Upon receipt of the Tuition Reimbursement Form from the employee, the Human Resources Department will indicate approval or disapproval, based upon the considerations set forth in paragraph C above. A copy shall be returned to the employee.

E. Method of Payment

It shall be the responsibility of the employee to obtain a certificate from the institution indicating the course grades. These grades shall be presented to the Human Resources Department for tuition reimbursement within thirty (30) days of completion of the course. If conditions for reimbursement have been met, the Director of Human Resources shall request a refund payment.

F. Required Courses

If an employee is required as part of his/her job to take either a correspondence course or attend classes, the employee's department shall pay 100% of the cost of the charges except as provided herein. Payment shall be made at the time the employee enrolls in the program. All required courses shall first be approved by the employee's Department Head or designee as appropriate.

G. Classes on City Time

1. The only time that an employee may be permitted to take approved courses during City work hours will be when the course is not offered at any other time and an employee submits a request in writing to the appropriate Department Head and the employee has received written permission to take the class during City work hours. Once permission has been granted, the employee will be offered one of the following three alternatives: (1) leave

without pay in accordance with leave provisions; (2) use of paid annual vacation; or (3) make-up time if work environment permits this flexibility. All such arrangements shall be approved in advance by the appropriate Department Head or designee.

2. When a situation arises in which more than one employee in a work area has been approved to take a specific required or voluntary class and only one employee may be permitted to leave the work area at a time, the Department Head or designee will decide which employee will attend.

H. General Provisions

1. An employee who receives tuition reimbursement shall be obligated to remain in the employ of the City for two years after receiving the tuition reimbursement. Failure to remain for two years for any reasons, save death or disability, shall obligate the employee to reimburse the City for the tuition reimbursement received during the last year of employment.
2. An employee who has completed an approved course and who is on leave of absence at the time for tuition reimbursement will be eligible for a refund upon return to active employment.
3. An employee cannot approve his/her own tuition refund request.

SECTION 26

CITY OF FORT PIERCE EMERGENCY PERSONNEL AND PAY POLICIES

This pay and leave provisions set forth in this Section will only go into effect when the City Manager specifically makes notification that the City is abiding by them.

PURPOSE
The purpose of this policy is to establish how and when special pay provisions will be implemented in the event of a declared state of emergency.

EMERGENCY
When used throughout this Section, the term "emergency" includes, but is not limited to, the following: riots, civil disorder, hurricanes, severe weather, and other natural or man-made disasters.

POLICY
When a state of emergency has been declared by the Mayor or Mayor Pro tem ("emergency declaration"), the City Manager may authorize the pay and leave provisions set forth in this Section 26.

SUSPENSION OF PERSONNEL RULES
When a state of emergency has been declared, the City Manager may suspend all provisions of the City of Fort Pierce Personnel Rules except for those sections concerning Safety, Wages, and Discipline.

SCOPE
This policy applies to all employees who are not Department Heads.

NOTIFICATION OF STATE OF EMERGENCY:
When an emergency declaration has occurred or is likely to occur, the City Manager or the specified designee will notify all employees through Department Heads of such declaration.

EMERGENCY PERIODS
Pre-Impact Period - This is the period prior to the impending emergency and includes emergency response activities and preventive measures by the City of Fort Pierce departments in preparing for the impending emergency. This period begins when St. Lucie County activates the County Emergency Operations Center or when the City Manager or designee notifies employees that an emergency declaration has occurred or is likely to occur.

Emergency Period This is the period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended. This period begins when the City is closed for business and ends when the City Manager declares it safe for all employees to return to work.

Post Impact/Recovery Period This is the period during which activities are conducted to restore the City's infrastructure and services to pre- emergency conditions. This period begins when the City Manager declares it safe for all employees to return to work, and ends when the City Manager declares the period is over. The City Manager may determine the duration of this period on a department-by-department basis depending on the amount of work necessary for recovery for each department. Thus, the duration of the Post Impact/Recovery Period may be longer for some departments than for others.

No one is excused from work until the City Manager, through the Department Heads, authorizes employees to leave, even if a public announcement of office closures or suspension of services is issued. Employees must return to work as soon as an Emergency Period is over to participate in the Post Impact/Recovery Period. Employees excused from work during an emergency will be on Emergency Paid Administrative Leave for up to five days. Said leave will start when the employee is excused by his/her Department Head and will continue until the City Manager declares it is safe for all employees to return to work. Employees are expected to return to work on their next scheduled day or shift following the City Manager's declaration. If an employee fails to report for work or cannot report for other reasons, then the time lost will be Leave of Absence Without Pay, unless other paid leave (vacation, sick, etc.) is approved.

The City of Fort Pierce recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during an emergency. When evacuation of personal residences is required, employees will be permitted and expected to make arrangements for their families, including the use of authorized shelters. Employees who are not· able to return to work due to emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at City facilities due to impassable roadways, etc.) must contact their Department Head as soon as possible and utilize appropriate leave time.

Notwithstanding an emergency declaration or likely emergency declaration, any unauthorized absence from work or assignment may be considered sufficient cause for disciplinary action up to and including termination of employment.

EMPLOYEE STATUS

~~Department directors~~ Department Heads shall, prior to an emergency declaration, designate "Emergency Essential" and "Emergency Non-Essential" personnel. All personnel shall be advised of their status as of June 1 each year. Individual employee status may change, as the needs of the City changes during an emergency, or at the discretion of the Department Head.

"Emergency Non-Essential" - After a needs assessment is made, some employees may be temporarily excused from work, concurrently or successively, as determined by the emergency need and the department or function and those will be known as "Emergency Nonessential." They will be placed on Emergency Paid Administrative Leave pursuant to this policy.

"Emergency Essential" - Each ~~department director~~ Department Head is responsible for identifying those employees who will be required to remain on duty or respond in the event of emergency conditions and those employees will be designated as "Emergency Essential." "Emergency Essential" employees may be required to be available immediately before (Pre-Impact), during (Emergency)-e.g., those within the Emergency Operations Center-and/or after emergency conditions (Post-Impact/Recovery) to perform duties directly related to the emergency conditions, as determined by the City.

"Post-Impact/Recovery Assigned"- Post-emergency, all City employees are considered Post-Impact/ Recovery Assigned employees. All City employees are to return to work after the City Manager declares it is safe to do so. After the return to work, some employees may be further identified as "Essential Recovery," while others may be temporarily excused from work. The City Manager and each department or function is responsible for identifying those employees who are essential to the quick restoration of critical services to the community. These employees designated as "Essential Recovery" employees are required to work during periods after the emergency when other employees may be excused from work and on paid administrative leave or furlough. Notwithstanding, an "Essential Recovery" employee will be allowed reasonable Emergency Paid Administrative Leave to secure the employee's home and family and attend to immediate personal needs resulting from the emergency.

Emergency Duty Assignment In the event of an emergency, the City Manager may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.

COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY

1. During the Pre-Impact Period each Department Head may allow, if practical and sufficient time exists, his or her employees four hours of Emergency Paid Administrative Leave to make personal preparations for the emergency.

2. During the Emergency Period, employees released early from work or who are excused from reporting to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall not count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department.

3. During the Emergency Period, non-exempt employees shall be paid at a rate of two times (2x) base straight pay for each hour of their normally scheduled hours that they work and one and one-half times (1.5x) for all hours worked outside their regular scheduled work hours, when other employees are allowed administrative leave, until the City Manager declares that it is safe for all employees to return to work. After such time, the employee will be paid according to the normal pay policy.

4. During the Emergency Period and the Post Impact/Recovery Period, exempt employees shall be compensated by receiving pay for all time worked in excess of their regularly scheduled hours in each work week during those The rate of pay for such additional hours worked shall be equivalent to the exempt employee's hourly rate of pay computed as if the employee was not paid on a salary basis. The additional compensation shall be in addition to the employee's regular salary. Each department will provide the appropriate forms for exempt employees to document their hours worked. Nothing herein shall be construed to affect the exempt status of such employees.

5. Employees who are out on prior-approved leave or who called in sick or took unscheduled personal leave during any of the three periods will continue to be charged for such leave.

6. All other policies concerning remuneration shall comply with the City of Fort Pierce Personnel Rules and the Fair Labor Standard Act.

	Pre-Impact Period	Emergency Period	Post Impact/Recovery Period
SUMMARY OF EMERGENCY PAY PROVISIONS	This is the time period prior to the impending disaster. This period includes emergency response preparation activities and preventive measures by the City of Fort Pierce departments in preparing for the impending emergency. **Starts -** County activates EOC or the City Manager declares an emergency is imminent. **Ends-** City Closes for business	This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended. **Starts -** City is Closed for business **Ends-** City Manager declares all clear	This the time period during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions, and some City services may be suspended. **Starts -** City Manager declares all clear **Ends-** As declared by each Dept. Head in consultation with City Manager

For Persons Designated as Emergency Essential

How do you pay for each period?	Regular Pay Practices Up to 4 hours Admin Leave	Non-Exempt-2x for all scheduled hours 1.5x for all hours outside schedule Exempt-lx for all hours over schedule	Non-Exempt - Regular Practices Exempt-lx for all hours over schedule
How do you pay if on Pre-approved leave?	Continue to Charge Leave	Continue to Charge Leave	Continue to Charge Leave
How do you pay if on a regular day off?	No extra pay	No extra pay	No extra pay
When do you require the Employee to use leave?	Must take paid leave or LWOP if absent	Administrative Leave	Must take paid leave or LWOP if absent

For Persons Not Designated as Emergency Essential

How do you pay for each Period if Employee works?	Regular Pay practices Up to 4 hours Admin Leave	Non-Exempt-2x for all scheduled hours 1.5x for all hours outside schedule Exempt-lx for all hours over schedule	Non-Exempt - Regular Practices Exempt-lx for all hours over schedule
How do you pay if on Pre-approved leave?	Continue to Charge Leave	Continue to Charge Leave	Continue to Charge Leave
How do you pay if on Regular day off	No extra pay	No extra pay	No extra pay
When do you require the Employee to use leave?	Must take paid leave or LWOP if absent	Administrative Leave	Must take paid leave or LWOP if absent

SECTION 27

SEVERABILITY

Nothing contained or expressed in any rule or rules set forth herein shall be construed to limit, abrogate, or repeal the provisions of the Charter of the City of Fort Pierce.

If any rule, or part of rules, should be declared unconstitutional or of no force or effect in any court, the same shall not affect the remaining rules which shall be in full force and effect.

These rules supersede any previous rules approved by the City Commission. Any Resolutions, or part of Resolutions, previously approved by the City Commission, which are in conflict with these rules are hereby repealed.

CITY OF FORT PIERCE

RULES AND REGULATIONS ADDITIONS AND AMENDMENTS

SEPTEMBER 19, 2022

CITY OF FORT PIERCE RULES AND REGULATIONS

THE CITY COMMISSION UPDATED THE CITY OF FORT PIERCE RULES AND REGULATIONS ON SEPTEMBER 19, 2022 THEREBY REPEALING AND REPLACING THE PERSONNEL RULES AND REGULATIONS, IN ACCORDANCE WITH ARTICLE VII SECTION 87 OF THE CITY CHARTER.

THE NEW RULES ARE POSTED ON THE CITY'S WEBSITE, EMPLOYEES WILL RECEIVE A COPY OF THE RULES, AND SIGN INDICATING RECEIPT, AND THIS POWERPOINT WILL HIGHLIGHT JUST A FEW IMPORTANT CHANGES. **THE EMPLOYEE IS RESPONSIBLE FOR BEING AWARE OF THE RULES FOR THE CITY AND DEPARTMENTS.**

NEW PROVISIONS

15.04 Medical Marijuana and CBD Oil

Section 26 City of Fort Pierce Emergency Pay Policies

UPDATED SECTIONS

- 12.02 A Rate at which leave is earned, accumulated and paid
- 12.04 Payment of unused vacation leave
- 13.09 Sick Leave Conversion
- 19.09 Smoking and E-Cigarettes

NEW PROVISIONS -summary

- **<u>15.04</u> Medical Marijuana and CBD Oil** – This section establishes the stance of the City in regards to medical marijuana and CBD oil.

- **Section 26 City of Fort Pierce Emergency Pay Policies** – This policy is to be used to determine how and when special pay provisions will be implemented in case of a declared emergency.

AMENDED POLICIES

- **12.02 A** **Rate at which leave is earned, accumulated and paid -**Updates the years of service and rates at which leave is accumulated.
- **12.04** **Payment of unused vacation leave** -Updates the policy for the payment of unused vacation leave.
- **13.09** **Sick Leave Conversion –** Clarifies the beginning requirements to participate, and identifies the base period.
- **19.09** **Smoking and E-Cigarettes** – Updates the distance for smoking from buildings to 100 feet away. Also provides for cigarette litter.

New Provisions and Amendments

- The employee is responsible for knowing and following the City's Rules and Regulations. Please sign the sheet after completion of the PowerPoint.

RESOLUTION NO. 22-R34

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, ADOPTING REVISED CITY OF FORT PIERCE **PERSONNEL RULES AND REGULATIONS**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution No. 11-45 on December 19, 2011, repealing and replacing the Personnel Rules and Regulations adopted by Resolution No. 99-143; and

WHEREAS, the City Commission adopted Resolution No.18-R06 on February 20, 2018, repealing and replacing the Personnel Rules and Regulations adopted by Resolution No. 11-45; and

WHEREAS, City staff has revised the Personnel Rules and Regulations which were adopted on February 20, 2018 by Resolution No. 18-R06;

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

1. The Personnel Rules and Regulations be hereby adopted, and a copy be made a part of this Resolution; thereby repealing and replacing the Personnel Rules and Regulations adopted by Resolution No. 18-R06.

2. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th 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 Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 10/03/2022

Re: CSI - Resolution #22-R37

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

SUBJECT:

Resolution 22-R37 - establishing the conditions to be covered under the Clean & Safe Community Initiative and establishing an expiration date.

SUMMARY:

In accordance with Chapter 103, Article IX, Section 103-343, the City Commission shall establish by resolution the specific conditions to the addressed by the Clean & Safe Community Initiative. Such resolution is required to include an expiration date.

RECOMMENDATION:

Approve the Resolution as submitted.

ALTERNATIVES:

Amend the Resolution.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

City Attorney's Office
Director of Finance

Fiscal Impact

OTHER INFORMATION:

CSI fee has been established by Resolution at $1 per utlity bill.

Attachments

Resolution 22-R37

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 05:14 PM

Form Started By: Peggy Arraiz Started On: 09/26/2022 11:59 AM
Final Approval Date: 09/27/2022

RESOLUTION NO. 22-R37

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING THE CONDITIONS AND PROGRAMS TO BE ADDRESSED UTILIZING THE CLEAN AND SAFE COMMUNITY INITIATIVE FUND; ESTABLISHING AN EXPIRATION DATE;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of the City of Fort Pierce adopted Ordinance 22-019 amending the Clean and Safe Community Initiative on September 19, 2022; and

WHEREAS, the purpose of the Clean and Safe Community Initiative is to address conditions that create a hazard to the life, health, and safety of the community, contribute to the increase of slum and blight or criminal activity, and overall reduce property values and community pride; and

WHEREAS, the amended ordinance requires the City Commission of the City of Fort Pierce to specify which conditions may be included in the Clean and Safe Community Initiative and receive funding for related activities; and

WHEREAS, the Clean and Safe Community Initiative is required to be re-evaluated periodically to ensure the activities being addressed continue to be a current need of the community and is therefore established for a specific period of time; and

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

SECTION 1. Per Chapter 103, Article IX, Section 103-343 of the City of Fort Pierce Code of Ordinances, the Clean and Safe Community Initiative shall provide funding for the following programs and related activities:

1. Nuisance Abatement – to address conditions that create a nuisance and a hazard to the life, health, and safety of the community through enforcement and remediation.
2. Public Safety – to assist the prevention of criminal activities and support the efforts of the Fort Pierce Police Department in their goals to protect the life, health, and safety of the community through education and enforcement.
3. Animal Services – to address the life, health, and safety of the community at large by addressing the care of animals in the community by reducing the number of free roaming animals and providing for humane care of animals.

SECTION 2. The Clean and Safe Community Initiative programs and related activities outlined in this Resolution shall expire on September 30, 2025.

SECTION 3. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of October, 2022.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Tanya Earley, City Attorney

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 10/03/2022

Re: 22-R38 Polling Places

SUBJECT:

Resolution 22-R38 Providing for the publication of polling places for the November 8, 2022 general election.

SUMMARY:

Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

RECOMMENDATION:

Adopt resolution.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Elections Office

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

22-R38

Form Review

Form Started By: Linda Cox Started On: 09/21/2022 03:00 PM

Final Approval Date: 09/21/2022

RESOLUTION NO. 22-R38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED **PRECINCT POLLING PLACES** IN THE CITY OF FORT PIERCE FOR THE **GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:

SECTION 1. The Polling Places for the Election Precincts in the City of Fort Pierce, a list of which is attached hereto and thereby made a part hereof, be and they are hereby designated as the Official Polling Places for the General Election to be held on November 8, 2022.

SECTION 2. The City Clerk shall publish the designated Polling Places in a newspaper of general circulation in the City, one time, not less than ten days, nor more than thirty days, prior to the General Election.

SECTION 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 3rd day of October, 2022.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Tanya M. Earley, Esq.
City Attorney

LIST OF VOTING PRECINCTS
CITY OF FORT PIERCE

PRECINCT 6	Renaissance Business Park Entrance 3 (formerly known as the Orange Blossom Business Center Entrance) 4132 Okeechobee Road
PRECINCT 8	Midway Road Church of Christ 3040 W. Midway Road
PRECINCT 10	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 12	Fort Pierce Masonic Lodge 4590 Oleander Avenue
PRECINCT 13	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 14	Miracle Prayer Temple 3215 Avenue Q
PRECINCT 16	Westside Church (formerly known as Chapel By The Sea) 1717 Gulfstream Avenue
PRECINCT 17	St. Paul A.M.E. Church 1405 N. 27th Street
PRECINCT 18	Lincoln Park Recreation Center 1306 Avenue M
PRECINCT 19	Havert L. Fenn Center 2000 Virginia Avenue
PRECINCT 24	Miracle Prayer Temple 3215 Avenue Q
PRECINCT 25	Days Inn 3224 S. U.S. #1
PRECINCT 28	Renaissance Business Park Entrance 3 (formerly known as the Orange Blossom Business Center Entrance) 4132 Okeechobee Road
PRECINCT 40	Church of God 3212 Oleander Avenue
PRECINCT 60	St. Lucie School 2501 N. Old Dixie Highway

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 10/03/2022

Re: CSAB Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R39 appointing members to the Civil Service Appeals Board.

SUMMARY:

The terms of two commission appointees have expired. Mr. J. Gaines is not seeking reappointment, however Mr. Harry Williams, currently serving as Alternate #1 would like to be reappointed. Mr. Ed Cox, currently serving as the CSAB Board appointee with a term that expired in 2020 is seeking re-appointment as well.

RECOMMENDATION:

Appoint a regular and alternate member to the board.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Attachments

Williams, Harry
Cox, Edward
22-R39
Current Member Roster

Form Review

Form Started By: Linda Cox Started On: 09/07/2022 04:02 PM
Final Approval Date: 09/20/2022

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: Civil Service Appeals Board

Name: Harry L. Williams, Jr.	Phone: 772-834-5559
Home Address: 1532 SW Crater Avenue, Port St. Lucie 34953 City/Zip Code:	How long at this address? 12 years
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Public Health Analyst II	
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): Please feel free to see attached resume for a summary of background and work history.	
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: williamsharry@hotmail.com
Date: 07/21/2022	Applicant's Signature Harry L. Williams, 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

HARRY WILLIAMS, JR.

Healthcare Compliance and Quality Analyst

CONTACT

williamsharry@hotmail.com | 772.834.5559 | www.linkedin.com/in/harrywilliams77

QUALIFICATIONS SUMMARY

- Quality Improvement and Research: Improved community interventions resulting in $800,000 reduction in disease treatment; Increased Medicaid membership by 80%; Boosted maternal health rates by 30%
- Behavioral and Mental Health Advocate: Reduced risky sexual practices among target group by 40% in two months; Reduced spread of STD/HIV/AIDS by 15%
- Auditor and Investigative Researcher: Increased efficiency of insurance financial transactions by 60%
- Compliance and Risk Management: 48% increase in compliance for patient care safety measures
- Subject Matter Expert: Garnered 80% graduation rate among Healthcare Management B.S. and A.S. degree-seeking students as adjunct professor; HIPAA, Grant Writing, Data Analytics; Communicable Diseases; ADA
- Awarded CDC Public Health Fellowship

PROFESSIONAL EXPERIENCE

TANAQ SUPPORT SERVICES LLC, ANCHORAGE, AL (2021 – PRESENT) 40 HOURS PER WEEK

PUBLIC HEALTH ANALYST II, CONTRACTOR FOR COVID VACCINE TASK FORCE (VTF)

- Participate in educational webinars to learn new ideas and techniques to gain participation of target audiences for Covid-19 vaccination efforts
- Provide health communication support to create integrated public health messages and content for multiple audiences
- Plan, develop, revise, implement, monitor, and evaluate communication messages, materials, and strategies
- Monitor Health Systems and Worker Safety (HSWS) Task Force Info mailbox for Incoming Inquiries
- Triage inquiries to appropriate Covid Task Force Departments for public inquiry response
- Craft personal responses to inquiries within scope of knowledge on behalf of HSWS
- Review and assist with public response creation and updates as needed with CDC-Info and Deputy Leads
- Track incoming and outgoing responses weekly to report weekly and monthly metrics
- Serve as Operations Coordinator for the Expansion of Screening and Diagnostics (ESD) Task Force
- Organize functional mailbox to archive all incoming and outgoing emails for historical purposes

AMERIHEALTH CARITAS (MULTIPLE PROMOTIONS BETWEEN 2012 – 2021) 40 HOURS PER WEEK

Data Quality Audit Analyst, Philadelphia, PA (2019 – 2021) 40 HOURS PER WEEK
Quality Specialist, Palm Beach Gardens, FL (2014 – 2019) 40 HOURS PER WEEK
Provider Network Analyst, Palm Beach Gardens, FL (2013 – 2014) 40 HOURS PER WEEK
Care Connector, Palm Beach Gardens, FL (2012 – 2013) 40 HOURS PER WEEK

- Compile, analyze and audit data according to Medicaid guidelines for integrity and trends to spur growth
- Apply data mapping and gap analysis techniques by plan provider region
- Recommend actions to improve data quality and results by applying rigorous statistical methodology
- Served on Quality Improvement committees supporting adherence to Florida AHCA Medicaid requirements
- Led initiative to analyze Healthcare Effectiveness Data and Information Set (HEDIS) results and implemented community interventions yielding $800,000 reduction in disease treatment and 80% increase in membership
- Teamed with regulatory compliance and risk management programs to ensure quality, cost-effective services
- Audited health plan organization to meet accreditation standards for the 2018 Accreditation Association for Ambulatory Health Care (AAAHC), 2019 National Committee for Quality Assurance (NCQA) and Consumer

Assessment of Healthcare Provider Systems (CAHPS)
- Configured Claims system fees, GME and DRG changes according to State Rules and Regulations
- Reduced provider issues by 50% while serving on the Corporate Operations Team
- Increased efficiency by 60% by investigating Medicaid financial fraud, waste, abuse and claims denials/errors
- Increased at-risk, maternal health rates by 30% through coordinated medical evaluations and authorizations
- Screened and referred members to appropriate care services compliant with healthcare laws

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC), ATLANTA, GA (2010 – 2012) 40 HOURS PER WEEK
Work Location: Palm Beach County Health Department
Public Health Associate Program Fellowship - GS 9 (2011-2012)
Public Health Fellow - GS 7 (2010-2011)
- Reduced spread of STD/HIV/AIDS by 15% while meeting CDC outcomes as Project Manager for various Communicable Disease Initiatives
- Analyzed data and statistical trends for socioeconomic and cultural needs within Population Health
- Implemented safety measures for patient care that increased risk management compliance level to 48%
- Generated monthly reports to State of Florida in reference to Tuberculosis, STD/HIV/AIDS, Hepatitis cases
- Scheduled and participated in community outreach activities to provide education, awareness, prevention, and treatment for at risk populations

ADDITIONAL RELATED EXPERIENCE

TEACHING/TRAINING EXPERIENCE

Healthcare Management Adjunct Professor (2017 – 2019) 16 HOURS
Indian Rivers State College, Fort Pierce, FL

Health Services Administration Adjunct Professor (2009 – 2010) 16 HOURS
Keiser University, West Palm Beach, FL

MANAGERIAL EXPERIENCE

Master of Public Health Internship/Project Manager (2008) 40 HOURS
Saint Lucie County Health Department, Fort Pierce, FL

Social Services Supervisor (2006 – 2007) 40 HOURS PER WEEK
America's Health Choice Medicare HMO, Vero Beach, FL

AIDS Insurance Continuation Program Coordinator/
HOPWA Case Manager (2004 – 2005) 40 HOURS PER WEEK
Project Response, Inc., Fort Pierce, FL

HEALTH AND HUMAN SERVICES

Disease Intervention Specialist (2008 – 2009) 40 HOURS PER WEEK
Martin County Health Department, Stuart, FL

Dependency Case Manager (2005 – 2006) 40+ HOURS PER WEEK
Family Preservation Service, Inc., Fort Pierce, FL

EDUCATION

M.S. – Public Health
Concentration: Health Promotion and Disease Prevention
Florida Atlantic University,
Boca Raton, FL

CERTIFICATIONS

Certified Nursing Assistant
Paramount Training Services
Fort Pierce, FL

Certified Grant Writer
American Grant Writers' Association

SKILLS

FACETS
JIVA
NPPES
Emdeon/WebMD
MedDirect
Prism

B.S. – Healthcare Administration
Florida Atlantic University,
Boca Raton, FL

Orlando, FL

Assisted Living Facility Administrator
University of South Florida

EpiInfo
Quest Analytics

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: Civil Service Appeals Board

Name: Edward V. Cox	Phone: 772-359-6717
Home Address: 4344 Gator Trace Circle, Fort Pierce Fl 34982 City/Zip Code:	How long at this address? 8 years
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): Resume attached	
Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No If yes, please specify: Civil Service Appeals Board	
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: self	Applicant Email Address: evcox@comcast.net
Date: 09/07/22	Applicant's Signature Edward V. Cox

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

Edward V. Cox

4344 Gator Trace Circle Fort Pierce, FL 34982
Cell: 772-359-6717 Email: evcox@comcast.net

Volunteer Activity since paid employment ended September, 2013: Certified State of Florida Ombudsman; Police Athletic League volunteer; Sara's Kitchen; Learn To Read tutor and Board member; Fort Pierce Communitywide Council; Fort Pierce Citizens Academy; Fort Pierce Civil Service Appeals Board; Lector, Mass Server, and Finance Council Member St. Mark's Catholic Church; Vice-President Gator Trace Homeowners Association. Home visitor, St Vincent de Paul Society.

Employment History

Fort Pierce Utilities Authority
March, 2007 to September, 2013
206 S. 6th Street, Fort Pierce, Florida 34948

Human Resources Manager

- Responsible for all personnel actions from recruitment through retirement for a technical workforce of approximately 300 employees.
- Contract negotiations and management for all benefit providers including health, dental, vision, term life, long term disability, and a variety of voluntary benefits like 457 pension plans, cancer, whole life, pre-paid legal.
- Same duties as listed under Wicomico County/City of Salisbury HR Director position.

Harbortown Marina
August, 2005 to March, 2007
1936 Harbortown Drive, Fort Pierce, Florida 34964

Dockmaster

- Responsible for all operational and financial activities of a 330 slip marina, including contractual and logistical controls.
- Employ and manage dock attendants and dock support personnel.
- Report to General Manager for all technical and administrative support strategies.
- Develop policies, procedures and systems for effective and efficient marina dock operations.

St. Lucie County Government
November, 2004 to March, 2005
2300 Virginia Avenue, Fort Pierce, Florida 34982

Department of Growth Management Director

- Responsible for management of all activities of the department including Administration, Planning Division, Geographic Information System Division, and Tourism/Economic Development Division. Also responsible for administrative oversight of regional Metropolitan Planning Organization.
- Developed and administered department policies and procedures including budget, accounting, personnel, record-keeping, and project control.
- Managed and reported on land use issues related to Comprehensive Plan, Land Use Development Code, community development, growth management, development review.
- Represented department before Board of County Commissioners, Planning and Zoning Commission, County Administrator, advisory boards, agencies, civic organizations, and special interest groups.

Wicomico County Government
March, 1999 to April, 2004
Government Office Building, 125 N. Division Street, Salisbury, Maryland 21803-0870

Human Resources Director

- Responsible for all functions and activities of a full service personnel department serving both Wicomico County and the City of Salisbury (650 county employees and 350 city employees, plus part-time, seasonal, and retirees).
- Develop and manage department budget and budget for benefits for all employees, assign work and supervise employees, prepare reports, maintain variety of data bases.
- Originate policies and procedures, create personnel transaction systems, coordinate inter-department operations.
- Organize and conduct training sessions, explain employment opportunities and conditions.
- Administer compensation and benefit systems, negotiate with and supervise vendors, review and update salary and classification plans.
- Received above satisfactory evaluations every Performance Appraisal.

ManTech Systems Engineering Corporation
July, 1995 to March, 1999
21491 Great Mills Road, Lexington Park, Maryland 20653

Technical Director

- Provided management/strategic planning support to Naval Air Station Commanding Officer and NAS Executive Director for community infrastructure improvements to support significant growth at NAS due to base realignments.
- Responsible for managing Department of Defense projects providing contractor services to the Patuxent River Naval Air Station in technical management support, data services, and engineering services.
- Adhered to all corporate policies and procedures; participated in company management activities. Reported to Company Vice President.
- Interacted with various military and civilian Department of Defense representatives.
- Applied knowledge of management functions, processes and analytical methods or techniques to gather, analyze and evaluate information required by program/project managers and customers.
- Developed and drafted program and project milestones, progress monitoring, financial acquisitions, quality control, maintenance and training documentation.
- Drew conclusions and devised solutions to problems relating to improvement of management effectiveness, organizational structure, work methods and procedures, efficiency and resource requirement, utilization or control.
- Performed work measurement studies, program or project operations efficiency reviews, cost studies or workload change impact analyses.
- Received top evaluations every performance period.

St. Mary's County Government
December, 1973 to June, 1995
Governmental Center, P.O. Box 653, Leonardtown, Maryland 20650

County Administrator

- Served as principal appointed official under elected five-member Board of County Commissioners in a community of approximately 85,000 with an annual General Fund budget exceeding $100 Million dollars, and 550 employees.
- Responsible for day-to-day management of all functions and activities of county government, including the supervision of all department heads and the exercise of administrative control over county governmental functions such as Public Works, Financial Management, Personnel, Recreation and Parks, Economic Development, Human Services, Emergency Services, Planning and Zoning, etc.

- Served as legislative action officer overseeing legislative development process and implementation of enacted measures.
- Served as principal liaison with community organizations, other jurisdictions, state and federal government agencies and representatives.
- Served as public information officer by providing briefings, reports, information releases with print, sound, and video media.
- Elected by peers as President of Maryland Association of Counties- Administrative Officers Affiliate
- Was re-appointed by six successive Boards of County Commissioners. Always received superior performance ratings.

Education/Training/Professional Certification

Senior Professional in Human Resources certification from HR Certification Institute
Compensation Management Specialist certification
Society for Human Resources Management
International City/County Management Association
International Personnel Management Association
International Public Employers Labor Relations Association
Pension System certified coordinator

B.A., Bachelor of Arts degree Philosophy and Sociology, St. Mary's College

M.Ed., Master of Education degree Psychology & Guidance, Loyola University

M.A., Master's Equivalency, St. Mary's University

Doctorate program in Administration (doctorate not completed), Ohio University

Business Management, Administration, Human Resources: many courses, seminars, and conferences on such subjects as Accounting, Project Management, Performance Measurement, Personnel Practices, Information Technology, Proposal Development. Real Estate Licensure, Private Pilot Certificate.

Strengths

- Reputation for effective and efficient management practices.
- Working knowledge of the principles and practices of effective management.
- Ability to develop, effect and monitor administrative procedures and operations.
- Ability to assemble, analyze and present data for decision making processes.
- Ability to effectively communicate orally and in writing in a variety of settings.
- Ability to establish and maintain effective working relationships at all levels.

RESOLUTION NO. 22-R39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE CIVIL SERVICE APPEALS BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, in accordance the Fort Pierce City Charter, Article VII, Sec. 82, that the following be and are hereby appointed and/or reappointed as members of the Civil Service Appeals Board; said terms to commence upon adoption of this resolution, and to expire as shown below, or when a successor has been duly appointed:

Name	Seat	Term Expires
_____	Commission Regular	July 31, 2024
_____	Commission Alternate	July 31, 2024

BE IT FURTHER RESOLVED that this Resolution shall become effective on October 3, 2022.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of October, 2022.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA EARLEY, INTERIM CITY ATTORNEY

CSAB - EC4263	Edward Cox		CSAB Appt	09/18/2020
CSAB - KB17154	Kori Benton		Emp. Alternate	08/23/2021
CSAB - PM4269	Pearl Davis Liverpool		Employee Rep	08/23/2021
CSAB - BS4262	Bertha Sullivan		CSAB Alt	09/18/2021
CSAB - SB17155	Samuel Tony Barnes		CSAB Alt	09/18/2021
CSAB - WC17151	William Conavay		Emp Alternate	07/15/2022
CSAB - WT4261	Wesley Taylor		Emp Rep	07/15/2022
CSAB - JG4259	J.W. Gaines		Comm Appt/Chairman	07/31/2022
CSAB - HW18844	Harry Williams		Commission Alt. #1	07/31/2022
CSAB - CT4265	Christine Taylor-Johnson	Dr.	Comm Appt	07/31/2023
CSAB - GG21944	Gustavo Gutierrez		Commission Alt. #1	07/31/2023

City Commission Regular Meeting - 5:05 pm **13. e.**

Meeting Date: 10/03/2022

Re: Shelter Funding Request

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Request from In the Image of Christ, Inc. for three-year funding of Emergency Inclement Weather Shelter services in the amount of $16,762.50 annually.

SUMMARY:

Request originated by Commissioner Curtis Johnson to assist with funding of Emergency Inclement Weather Shelter that will be located at the Percy Peek Gymnasium.

RECOMMENDATION:

Staff recommends approval of this request.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

N/A

Fiscal Impact

OTHER INFORMATION:

To be determined

Attachments

Request Letter

Shelter Budget

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2022 05:07 PM

Form Started By: Jennifer Robinson Started On: 09/21/2022 03:21 PM

Final Approval Date: 09/27/2022

September 21, 2022

Nicholas C. Mimms
Fort Pierce City Manager
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Alphonso Jefferson, Jr.
St. Lucie Deputy County Administrator
2300 Virginia Avenue
Fort Pierce, FL 34982

Greetings City Manager and Deputy County Administrator,

In the Image of Christ, Inc. has been providing Emergency Inclement Weather Shelter services for over 10 years in our county and city for our most desperate and vulnerable citizens. This service was in danger of being discontinued; although, the necessity in our area increased.

However, with the collaboration of several community members, the local Boys and Girls Clubs, and our agency (MOU's attached), we created an Emergency Inclement Weather Shelter program that will work in our area to provide the basic essentials of shelter, food, and safety for our most distressed population in times of need. For this to happen, funding is required.

Please allow this letter to serve as an official request for three years of funding (based on the attached budget) equally divided between St. Lucie County and the City of Fort Pierce, Florida. This amounts to a 3 year total of $100,575.00. Equally divided, this comes to a commitment of $16,762.50 each, per year.

With much gratitude, please consider this submission with heartfelt prayer and thought.

Blessings,

Hazel Hoylman/Executive Director
hhoylman@intheimageofchrist.org
772-359-9653

Memorandum of Understanding

Memorandum of Understanding

Boys and Girls Clubs of St. Lucie County

and

In the Image of Christ, Inc.

This Memorandum of Understanding (MOU) sets for the terms and understanding between Boys and Girls Clubs of St. Lucie County and In the Image of Christ, Inc. to provide Emergency-Inclement Weather Shelter services in Fort Pierce, Florida.

Background

The Boys and Girls Clubs of St. Lucie County offer daily access to a broad range of programs that promote health, social, educational, vocational, character, and leadership development. Club programs foster a sense of belonging, competence, usefulness, and influence that builds self-confidence and self-esteem. The scope and depth of our programming addresses the community's need for positive programs for these at-risk youth.

In the Image of Christ, Inc. is a Community-based Organization with a mission of following Jesus Christ's example by offering charitable services to the community, treating all people with dignity and respect, and striving to create a place that is free of stigma, shame, and fear. We dedicate ourselves to working in the Image of Christ.

Purpose

The purpose of the MOU will serve as a documented tool to outline the goals of the collaboration between Boys and Girls Clubs of St. Lucie County and In the Image of Christ, Inc.

- The Boys and Girls Club will provide the facility (2902 Ave. D, Fort Pierce/Percy Peak Gym) and the preparation and delivery of food when "SHELTER" is called.
- In the Image of Christ will be responsible to call "SHELTER" and provide the staff, equipment, cleaning, toiletries, first aid supplies, transportation, and insurance.

Reporting

Both parties will evaluate effectiveness and adherence to the agreement; the evaluation will take place during scheduled meetings with Boys and Girls Clubs of St. Lucie County and In the Image of Christ, Inc. at least monthly during shelter periods and as additionally needed.

Manner and Funding

This MOU serves as a commitment of funds or exchange of funds in the following manner:

1. When the local Emergency Management Services announces that the Fort Pierce weather condition includes a temperature drop (including "wind chill" and other "feels like" variables) to 48 degrees Fahrenheit or less, In the Image of Christ, Inc. will call "SHELTER."
2. In the Image of Christ's Executive Director or Representative will directly contact the Chief Executive Officer or Representative of Boys and Girls Club.
3. When possible, a 24 hour or more notice will be given prior to the impending "SHELTER" night.
4. When SHELTER is called, the Boys and Girls Club will be alerted as to when and how many guests are **anticipated** for the approaching shelter day or days.
5. The Boys and Girls Club will have the Percy Peak Gym facility open by 4pm on the shelter day to allow for In the Image of Christ's staff to begin setting up and preparing for the shelter guests that will be arriving beginning at 5pm.
6. The Boys and Girls Club will be responsible for preparing and delivering the dinners and drinks by 6pm, and provide for the snacks and breakfasts (usually beginning around 6am).
7. In the Image of Christ will provide the staff for serving, the plates, silverware, napkins, cups and coffee.
8. For the FOOD…In the Image of Christ will reimburse Boys and Girls Clubs at the rate of $10.00 per **anticipated** guest per night on the next calendar 1st and 15th of the month; following a 7-day buffer (or "grace") period. For example…If SHELTER is called for December 9, 2022 for two nights for 40 guests; then, In the Image of Christ will reimburse Boys and Girls Clubs $800.00, payable January 1, 2023. (Explanation: $10.00 times 2 nights times 40 guests equals $800.00 AND Dec. 9 plus 7 days is Dec. 16, so the next payable period is Jan. 1).
9. In the Image of Christ will be responsible for the costs incurred for staff salary, toiletries, any first aid supplies, coffee, dinnerware, napkins, cleaning supplies and contracted cleaning services, the cots, blankets, pillows, towels, transportation costs (to and from the "HUB" and the Percy Peak Gym), and the event liability insurance.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Boys and Girls Clubs of St. Lucie County or In the Image of Christ, Inc. This MOU shall become effective upon signature by the authorized officials from Boys and Girls Clubs of St. Lucie County and In the Image of Christ, Inc., and will remain in effect until modified or terminated by any one of the partners by mutual consent. This MOU shall end on January 1, 2024; unless renewed within 30 days prior to expiration.

Therefore, be it official that the undersigned are entering into this agreement willingly, and without coercion:

Boys and Girls Clubs of St. Lucie County
William Armstead
Chief Executive Officer
3104 Avenue J
Fort Pierce, FL 34947
772-460-9918
WArmstead@bgcofslc.org

_____
William Armstead--Signature, DATE

In the Image of Christ, Inc.
Hazel Hoylman
Executive Director
3090 Avenue G
Fort Pierce, FL 34947
772-460-7788
HHoylman@intheimageofchrist.org

_____
Hazel Hoylman—Signature, DATE

EMERGENCY-INCLEMENT WEATHER SHELTER

SALARY	
Shelter Nights	15
Hours Each Night 5pm-8am	15
Staff (always one male and one female with various shifts)	2
Per Hour Rate	$15.00
20 % Multiplier for FICA, Workman's Comp. Ins., Re-Employment Taxes	1.2
Total Salary	$8,100.00
FOOD EXPENSE	
Shelter Nights	15
Average Guests per Night (Est.)	40
Cost Each Combined Dinner, Snacks, Breakfast	$10.00
Sub-total Meals	$6,000.00
Coffee	$40.00
Sugar	$10.00
Cream	$10.00
Paper Plates	$50.00
Foam Cups	$15.00
Plastic Forks and Spoons	$30.00
Napkins	$10.00
Total Food Expense	$6,165.00
TOILETRIES	
Deodorant (est…$1.00 X 40 guests X 2 weeks)	$80.00
Soap-Body Wash	$40.00
Toothpaste	$20.00
Toothbrushes	$80.00
Razors (male and female)	$80.00
Shampoo	$40.00
Hair Brushes-Combs	$40.00
Facial Wipes-Hand Wipes	$80.00
Hand-Body Lotion	$80.00
Nail Clippers-Nail Files	$40.00
Cotton Swabs	$20.00
Body Powder (Corn Starch)	$40.00
Personal Hand Sanitizers	$80.00
Tweezers	$20.00
Total Toiletries	$740.00
FIRST AID SUPPLIES	
Band-Aids	$10.00
Antibiotic Cream	$10.00
Insect Bites-Antiseptic	$10.00

Anti-Diarrheal (Pepto-Bismol)	$10.00
Cough Drops	$20.00
Thermometer	$45.00
Temporary Pain Tablets (Aspirin, Tylenol, Advil, Aleve)	$40.00
Insect Repellant	$10.00
Sunscreen	$30.00
Total First Aid Supplies	$185.00
CLEANING SUPPLIES	
Mop and Bucket	$45.00
Brooms-Dustpans	$35.00
Paper Towels	$40.00
Toilet Paper	$320.00
Laundry Soap	$50.00
Trash Bags	$25.00
Professional Contracted Sanitizing-Disinfecting Services	$1,000.00
Laundry Services	$250.00
Total Cleaning Supplies	$1,765.00
SHELTER CAPITAL EXPENSES	
Heavy-duty Folding Cots (80 @ $50.00 each)	$4,000.00
Bath Towels	$425.00
Washcloths	$425.00
Blankets	$1,700.00
Pillows and Cases	$1,020.00
Total Capital Expenses	$7,570.00
LEGAL AND OVERHEAD	
Event Liability Insurance	$7,500.00
Transportation Costs (including fuel) from the "HUB" to 29th & Ave. D (and return)	$1,500.00
Total Legal and Overhead	$9,000.00
TOTAL SALARIES, FOOD, TOILETRIES, FIRST AID, CLEANING, CAPITAL, AND LEGAL	$33,525.00

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 10/03/2022

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 09/20/2022 01:49 PM

Final Approval Date: 09/20/2022

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from September 1, 2022 to September 30, 2022

1. Purchase Orders

   a. Approve Siemens Industry to provide EMS Migration HVAC control project from Insight to Desigo CC at the Sunrise Theatre in the amount of $40,825.