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

CITY COMMISSION AGENDA

Regular Meeting - Monday, November 7, 2022 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Israel with The Outside Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from October 17, 2022 Regular Meeting

6. **PROCLAMATIONS**

   a. Small Business Saturday Proclamation

7. **LETTERS TO COMMISSION**

   a. Email from Jon Brady, News Director, CBS 12 expressing appreciation for the service, assistance, and professionalism of the Fort Pierce Police Officers that were dedicated to ensuring the safety and security of the Gubernatorial Debate, and to Acting Lieutenant David Cuti, the primary point person on site, for his diligence and patience.

   b. Kia and Luca sent an email thanking Public Works Director Mike Reals and Engagement and Outreach Coordinator Kaitlyn Ballard for attending their Neighborhood meeting and assisting them.

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 funding in the amount of $100,000.00 for Building Department Contracted Professional Plan Review Services with CAP Government, Inc. for Fiscal Year 2023 pursuant to RFP No. 2019-012.

b. Approve funding in the amount of $200,000.00 for Building Department Contracted Professional Inspection Services provided by CAP Government, Inc. for Fiscal Year 2023 pursuant to RFP No. 2019-11.

c. Approve Change Order to Replenish Purchase Order 220510 CAP Government - Professional Inspection Services in the amount of $64,804.00 to satisfy remaining invoices for the 2022 fiscal year.

d. Authorize the Mayor to certify the Community Development Block Grant 2023 Annual Action Plan that was submitted to HUD on August 15, 2022.

e. Approval of the agreement between the City of Fort Pierce and St. Lucie County to Exchange Rights of Way.

f. Approve Johnson Controls to provide for Fire Alarm & Voice Panel Replacements to the Sunrise Theatre as a single source in the total amount of $67,159.00.

12. **PUBLIC HEARINGS**

a. Public Hearing and presentation on the Amended Citizen Participation Plan.

b. Quasi-Judicial Hearing continued from September 19, 2022 - Review and approval of an application for a Conditional Use submitted by Tillman Infrastructure, Inc and applicant Telsula Morgan to build a 160-foot monopole communication tower at 1601 N. 25TH Street Fort Pierce FL 34957. Parcel ID: 2404-608-0095-050-9

c. Legislative Hearing - Ordinance No. 22-033 changing Short Term and Vacation Rental renewal dates from September 30 to anniversary billing. SECOND READING

d. Legislative Hearing - Ordinance No. 22-034 creating an Affordable Housing Advisory Committee due to the larger allocation for the S.H.I.P. programs. SECOND READING

e. Legislative Hearing - Ordinance 22-035 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.

f. POSTPONED TO DEC. 5, 2022 Legislative Hearing - Ordinance 22-036 amending Chapter 34 - Article I and Chapter 34 - Article II establishing Parking Regulations. FIRST READING

13. **CITY COMMISSION**

a. Resolution No. 22-R42 appointing Victoria Bush to the Sunrise Theatre Advisory Board and Mayor Hudson's representative.

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 **5. a.**

Meeting Date: 11/07/2022

Re: Minutes of 10.17.2022

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Approval of Minutes from October 17, 2022 Regular Meeting

Attachments

10.17.2022 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 10/27/2022 03:43 PM

Final Approval Date: 10/27/2022

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, OCTOBER 17, 2022.

1. CALL TO ORDER

Mayor Hudson called the October 17, 2022, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Andrea Byer-Thomas with Community United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of minutes from the September 19, 2022 regular meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the minutes of the September 19, 2022, Regular Meeting.

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

Passed

b. Approval of minutes from the October 3, 2022 regular meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the October 3, 2022 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

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

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

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

Passed

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

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

No comments

10. MISCELLANEOUS REPORTS

11. **CONSENT AGENDA**

a. Approval of Blanket Purchase Orders for the Police Department for FY2022-2023 for a total of $435,036.

b. Approval of the union contract between the City of Fort Pierce and the Teamsters Local Union Number 769 regarding wages.

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

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

Passed

12. PUBLIC HEARINGS

a. Quasi-Judicial Hearing Review and approval of an application for a Site Plan (Development and Design Review) with a Conditional Use to construct an approximately 78,408 square foot closed-roof Water Reclamation Facility development with one (1) administration and maintenance building, open-roof processing, pump stations, aqua basins, storage tanks and ponds, chlorine tanks and basins, and associated site improvements at or near 4515 Energy Lane in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2431-422-0001-000-3.

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

Mayor Linda Hudson called the proceeding to order.

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

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

Commissioner Jeremiah Johnson - Yes
Commissioner Thomas Perona- Yes
Mayor Hudson - Yes

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

Staff Presentation:
Vennis Gilmore, Senior Planner, presented the application for a Site Plan (Development and Design Review) with a Conditional Use to construct an approximately 78,408 square foot closed-roof Water Reclamation Facility development with one (1) administration and maintenance building, open-roof processing, pump stations, aqua basins, storage tanks and ponds, chlorine tanks and basins, and associated site improvements at or near 4515 Energy Lane in Fort Pierce, Florida. Staff recommends approval of the requested applications with the following (4) conditions:

1. A completion certification by a landscape architect, cost estimate and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

3. Install a green vinyl-coated chain link fence around the perimeter with no slats.

4. Prior to the issuance of any building permits, provide a landscaping plan that exhibits landscaping throughout the site and adheres to City Code 123-37. – General Landscaping Requirements

Questions of Staff:
Commissioner Jeremiah Johnson inquired on the addition of conditions three and four. Mr. Gilmore explained that the Planning Board requested the additions to meet the standards required of previous applications. Kevin Freeman, Planning Director, commented that the applicant had not responded to condition three and the Planning Board was concerned about the commercial development to the east with the landscaping requirements in conditions four (4).
Mayor Hudson commented that the staff recommendations incorporated the Planning Board recommendations.

Questions of the Applicant:
Bo Hutchinson, Director of Water/Wastewater Systems responded to the Commissions questions explaining that a chain-link fence was included in the previous plan; although not depicted, and that landscaping had been discussed with the intention to have a nice-looking low maintenance site in the event of a storm. It is the desire of the FPUA to only landscape the east side of the site.

Commissioner Jeremiah Johnson inquired on the plan for the north and south sides of the property line. Mr. Hutchinson explained the North Saint Lucie Control District owns the canal and the adjoining sides, there are no plans to disturb the natural vegetation on the north side of the plant, and road access is being made available during construction.

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

Motion was made by Commissioner Perona seconded by Commissioner Curtis Johnson to approve the Site Plan with four (4) conditions as discussed.

Commissioner Curtis Johnson requested clarification on the modification. Mr. Freeman clarified the landscaping requested by the applicant. Mr. Mimms referenced condition four (4) and explained that if the Commission wanted to include an additional condition on the reconfiguration of the landscaping plan, they would need to do so now.

Commissioner Perona withdrew the motion

Motion was made by Commissioner Curtis Johnson to approve the four (4) existing conditions and include a 5th to bring a reconfigured site plan before the Commission for final approval. There was no second.

Commissioner Perona pointed out that the applicant may have the site plan with their requested landscaping reconfiguration.

Mayor Hudson reopened the public hearing.

Joe Kantor, The Haskell Company, explained the original intent of conditions three and four and presented a site plan.

Mayor Hudson inquired if the landscaping buffer must be trees or could it be something else. Craig Handley, Project Landscape Architect, The Haskell Group, indicated the applicant would consider other options in lieu of trees but does not believe that will satisfy code as stipulated. Mr. Kantor presented the site plan overlay for a better view of the proposed site plan. Mr. Gilmore suggested a change of condition four (4).

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the Site Plan with four (4) conditions. The verbiage of condition four (4) will be modified to read: Prior to the issuance of any building permits provide a landscaping plan that exhibits landscaping along the eastern portion of the site that meets general landscaping requirements.

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

Passed

b. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) approval to construct a 7,329 square foot Vehicle Reconditioning Facility with associated site improvements at or near 3300 and 3330 S US Highway 1 in Fort Pierce, Florida, more specifically located at Parcel Control Numbers: 2427-421-0001-000-7, 2427-421-0002-000-4.

Mayor Linda Hudson called the proceeding to order.

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

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

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

Staff Presentation:
Vennis Gilmore, Senior Planner, presented an application for a Site Plan (Development and Design Review) approval to construct a 7,329 square foot Vehicle Reconditioning Facility with associated site improvements at or near 3300 and 3330 S US Highway 1 in Fort Pierce, Florida. Staff

recommends approval of the requested application with the following conditions:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

3. Prior to the issuance of Building Permit approval, provide colored elevations to demonstrate that the proposed building conforms to the specifications of City Code 125-314, Design Review. Confirm that the architecture and color scheme of the new structure will match that of the existing structure.

4. Per City Code Chapter 121 Subdivisions, a Preliminary and Final Plat are required.

5. Provide sidewalks and sidewalk connections along abutting ROW(s) per City Code Section 125-317 (b).

6. A crosswalk from Bev Smith Toyota's south parcel to the proposed employee parking to the north shall be provided when the site plan for the north parcel is submitted.

7. Provide a Covenant in Lieu of Unity of Title or Shared Parking Agreement between Bev Smith Toyota north (Parcel ID: 2427-421-0002-000-4) and south (Parcel ID: 2427-801-0001-000-3) parcels.

8. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be conducted before the issuance of a Building Permit.

Questions of Staff:
Commissioner Jeremiah Johnson inquired on the crosswalk and traffic pattern changes. Mr. Gilmore clarified the crosswalk and explained that there is no traffic access form US Highway 1.

Questions of the Applicant:
Bill Pittsley, MBV Engineering Inc. clarified that they are in coordination with the County for stormwater and crosswalk improvements.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the application for Site Plan with eight (8) conditions.

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

Passed

c. 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. SECOND READING

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

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.(SECOND READING)

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 22-026.

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

Passed

d. Legislative 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. SECOND READING

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

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. (SECOND READING)

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 22-029.

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

Passed

e. 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. SECOND READING

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

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. (SECOND READING)

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 22-030.

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

Passed

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

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

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. (SECOND READING)

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 22-031.

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

Passed

g. Legislative Hearing - Ordinance No. 22-033 changing Short Term and Vacation Rental renewal dates from September 30 to anniversary billing. FIRST READING

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

ORDINANCE NO. 22-033
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; CHAPTER 22, ARTICLE X, SHORT TERM AND VACATION RENTAL REGULATIONS, REMOVING SECTION 22-507- EXISTING LEGAL NONCONFORMITIES; AMENDING SECTION 22-516- DURATION OF RENTAL UNIT REGISTRATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)
City Clerk Linda Cox explained that this Ordinance is strictly for the change to anniversary billing and that the short-term rental fee will be reviewed and discussed during the December 12, 2022, Conference Agenda meeting.

Mayor Hudson opened the public hearing.

Michelle Danaluk -Against change.

Mayor Hudson closed the public hearing.

There was a lengthy discussion regarding this item including annual billing, anniversary billing, and billing statement disbursement.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 22-033.

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

NAY: Commissioner Arnold Gaines

Passed

h. Legislative Hearing - Ordinance No. 22-034 creating an Affordable Housing Advisory Committee due to the larger allocation for the S.H.I.P. programs. FIRST READING

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

ORDINANCE NO. 22-034
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, ARTICLE X, CREATING SECTION 103-373 TO ESTABLISH THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

Brittany Marinello, Grants Division Manager, presented the establishment of the Affordable Housing Advisory Committee (AHAC) as mandated by the State of Florida to create Affordable Housing initiatives within the City of Fort Pierce.

There was a lengthy discussion regarding this item including committee involvement and the responsibility of the committee members for reports based on state statue.

Commissioner Gaines volunteered for the required Commission seat as he holds this position on the County level.

Mayor Hudson opened the public hearing.

Michelle Danaluk- Public hearing concerns

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 22-034.

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

Passed

i. Legislative Hearing - Ordinance 22-035 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. FIRST READING.

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

ORDINANCE NO. 22-035
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 22-035.

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

Passed

13. CITY COMMISSION

a. Resolution No. 22-R40 appointing members to the Fort Pierce Youth Advisory Council

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

RESOLUTION NO. 22-R40
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE

YOUTH ADVISORY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

There was a discussion regarding this item including making all volunteers at large appointees, the Resolution verbiage to reflect this change and a recommendation for determining an appointee count.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 22-R40 appointing all applicants as at-large members.

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

Passed

b. Resolution No. 22-R41 appointing David BuShea as Commissioner Curtis Johnson's representative to the Keep Fort Pierce Beautiful Board.

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

RESOLUTION NO. 22-R41
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Resolution No. 22-R41

AYE: Commissioner Arnold Gaines, 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.

Dana France
Michelle Danaluk

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Mimms highlighted the accomplishments of the Youth Recreation program and announced the Gubernatorial Debate October 24th at 7 p.m. at the Sunrise Theatre.

City Clerk Linda Cox – No comments

City Attorney Tanya Earley – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Perona provided an update on the Jaycee Park community build.

Commissioner Curtis Johnson commented on the great things taking place in Fort Pierce including upcoming youth sports events.

Commissioner Gaines commented on the upcoming sports events and great things happening, requested the support of the youth, and the Gubernatorial Debate.

Commissioner Jeremiah Johnson commented on the Welcome Mile and the pride of the City.

Mayor Hudson commented on the Jaycee Park build and the participation on the community, the City is not the authority in the Gubernatorial Debate, and The Ghost Walk is October 26th and 27th.

17. ADJOURNMENT

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

Mayor Linda Hudson adjourned the meeting at 7:11 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 11/07/2022

Re:

SUBJECT:

Small Business Saturday Proclamation

Attachments

Proclamation

Form Review

Form Started By: Linda Cox Started On: 11/01/2022 02:52 PM

Final Approval Date: 11/01/2022

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, The City of Fort Pierce celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the City of Fort Pierce supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim Saturday, November 26, 2022, as:

Small Business Saturday

And urge the residents of our community, and communities across the country, to join us and our local Main Street organizations and other business advocacy groups to support small businesses and merchants on Small Business Saturday and throughout the year.

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 7th day of November 2022.

MAYOR/COMMISSIONER

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

Meeting Date: 11/07/2022

Re: Email from Jon Brady CBS 12

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Jon Brady, News Director, CBS 12 expressing appreciation for the service, assistance, and professionalism of the Fort Pierce Police Officers that were dedicated to ensuring the safety and security of the Gubernatorial Debate, and to Acting Lieutenant David Cuti, the primary point person on site, for his diligence and patience.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/28/2022 11:57 AM
City Manager	Nick Mimms	10/28/2022 11:57 AM

Form Started By: Jennifer Robinson Started On: 10/28/2022 11:07 AM

Final Approval Date: 10/28/2022

From: Diane Hobley-Burney <dhobley-burney@fppd.org>
Sent: Friday, October 28, 2022 7:53 AM
To: Nick Mimms <nmimms@cityoffortpierce.com>
Cc: Jasmine Robinson <jrobinson@fppd.org>; Jennifer Robinson <jrobinson@cityoffortpierce.com>
Subject: FW: Thank you from CBS 12

Good morning,

Below is regarding the debate. He is referring to Acting Lieutenant David Cuti.

Have a Blessed Day!!!

From: Jon Brady <jobrady@sbgtv.com>
Sent: Thursday, October 27, 2022 6:00 PM
To: Diane Hobley-Burney <dhobley-burney@fppd.org>
Subject: Thank you from CBS 12

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

Afternoon Chief,

Apologies for not reaching out to you sooner, things have been piling up on my desk while I was focusing on the debate so I'm still getting caught up, but I did not want to let another day go by without letting you know how much we appreciate the service, assistance and professionalism of the many officers you dedicated to ensuring that Monday's Gubernatorial Debate was safe and secure from start to finish.
Sgt Cully was our primary point person on-site (apologies if I've bungled his name) and he was terrific, making sure we were clear on security plans around the site and patiently answering what I'm sure were sometimes not the most sensible questions.
But every officer we encountered from the planning of this event through the final breakdown of the set after the candidates had left, did you and your department credit.
We are especially grateful to those officers who handled the sometimes unruly crowd outside Sunrise and the officers who helped us keep order in the auditorium once the debate started. They deserve the highest praise and I am only sorry I cannot name each of them individually, so I will not name any of them.
Thank you again, Chief – I look forward to a continued excellent relationship with your department, please don't hesitate to reach out if there's anything we can do for you.

Jon Brady
News Director
CBS 12
West Palm Beach, FL
561-352-2023

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

Meeting Date: 11/07/2022

Re: Email from Kia Fontaine

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Kia and Luca sent an email thanking Public Works Director Mike Reals and Engagement and Outreach Coordinator Kaitlyn Ballard for attending their Neighborhood meeting and assisting them.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/28/2022 10:49 AM
City Manager	Nick Mimms	10/28/2022 10:50 AM

Form Started By: Jennifer Robinson Started On: 10/27/2022 02:33 PM

Final Approval Date: 10/28/2022

From: Kia Fontaine <kia@lyrictheatre.com>
Sent: Thursday, October 20, 2022 1:05 PM
To: Kaitlyn Ballard <kballard@cityoffortpierce.com>; Mike Reals <mreals@cityoffortpierce.com>
Cc: Luca Bradley <rasluca@live.com>
Subject: THANK YOU!

Good Afternoon Kaitlyn & Mike,

We were overjoyed to find a new bin waiting for us yesterday! Thank you for joining us at the Neighborhood meeting, giving us so much of your time, and taking such copious notes to assist many of us with our bins. Most importantly, we are grateful for all the amazing things you do daily to make our town an extraordinary place to live!

Wholeheartedly thank you!
Kia and Luca

Kia Fontaine
President / CEO

The Lyric Theatre
59 SW Flagler Avenue
Historic Downtown Stuart, Florida 34994
(772) 220-1942, Extension 207
www.LyricTheatre.com

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

Meeting Date: 11/07/2022

Re: Funding for Building Department Contracted Professional Plan Review Services for Fiscal Year 2023

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approve funding in the amount of $100,000.00 for Building Department Contracted Professional Plan Review Services with CAP Government, Inc. for Fiscal Year 2023 pursuant to RFP No. 2019-012.

SUMMARY:

The Building Department is requesting funding in the amount of $100,000 for contracted professional plan review services provided by CAP Government, Inc. for fiscal year 2023. Specifications in accordance with RFP No. 2019-012 Professional Plan Review Services. Approved by the City Commission on July 1, 2019, this is the final year of the two-year contract which had two (2) one-year extensions, and expires on July 5, 2023. Additional plan review services are required to keep up with the increasing number of construction projects being planned and submitted for the City of Fort Pierce.

RECOMMENDATION:

Staff recommends approval of request for Funding for Building Department Contracted Professional Plan Review Services for fiscal year 2023.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Building Dept. Coordinator

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

Account: 4202902-534900

Amount: $100,000.00

FISCAL IMPACT:

To be funded by the Building Department Enterprise Fund.

Attachments

2023 Plan Review Svcs Renewal

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	10/26/2022 10:05 AM
Finance Department	Johnna Morris	10/28/2022 11:52 AM
City Manager	Nick Mimms	10/28/2022 11:58 AM
Form Started By: Karen Murphy		Started On: 10/18/2022 12:52 PM
Final Approval Date: 10/28/2022		

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

MEMORANDUM

TO: Paul Thomas, Building Official

FROM: Georgia Montgomery Purchasing Agent

SUBJECT: Annual Contract
RFP No. 2019-012 ~ Plan Review Services (C.A.P. Government, Inc.)

DATE: August 4, 2022

Per our conversation, the Contract Renewal/Rebid Notice was sent out and returned by Shaun Coss (in your absence) for the Annual Contract for Inspection Services. However, due to an oversite the Renewal/Rebid Notice for the above referenced RFP was not sent to you. Please review the following contract for renewal or rebid. In order to rebid we will need bid specifications, Please email to my attention at gmontgomery@cityoffortpierce.com and carbon copy to Purchasing Manager (gcarter@cityofforttpierce.com). If you choose to renew, please indicate below and return a copy of this memo via email or interoffice mail.

Please respond no later than August 12, 2022

REBID _____ **RENEWAL** 8/8/22

Vendors	C.A.P Government, Inc.
Expired	7/5.22
Current Price/PO#	210944
Renewal Term	2nd one year renewal option
Contract Terms	Bid was awarded to vendor on 7/1/19 for the period of Two (2) years with two (2) One (1) year renewal option, if mutually agreed upon in writing by both parties.
Additional Information	

cc: Shaun Coss, Building Department Coordinator

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

Meeting Date: 11/07/2022

Re: Funding for Building Department Contracted Professional Inspection Services for Fiscal Year 2023

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approve funding in the amount of $200,000.00 for Building Department Contracted Professional Inspection Services provided by CAP Government, Inc. for Fiscal Year 2023 pursuant to RFP No. 2019-11.

SUMMARY:

The Building Department is requesting funding in the amount of $200,000.00 for contracted inspection services provided by CAP Government, Inc. for fiscal year 2023. Specifications in accordance with RFP No. 2019-011 Professional Inspection Services. Approved by the City Commission on July 1, 2019, this is the final year of the two-year contract which had two (2) one-year extensions and expires on July 5, 2023. Additional inspection services are required due to the shortage of licensed inspectors, to maintain the best level of customer service to our citizens, and to keep up with the demand for inspections due to increased City growth and projects.

RECOMMENDATION:

Staff recommends approval of request for Funding for Building Department Contracted Professional Inspection Services for Fiscal Year 2023

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Building Dept. Coordinator

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2023
Account:	4202902-534900
Amount:	$200,000.00

FISCAL IMPACT:

To be funded by the Building Department Enterprise Fund.

Attachments

2023 Insp Svcs Renewal

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	10/26/2022 10:05 AM
Finance Department	Johnna Morris	10/28/2022 11:52 AM
City Manager	Nick Mimms	10/28/2022 11:58 AM
Form Started By: Karen Murphy		Started On: 10/18/2022 01:37 PM
Final Approval Date: 10/28/2022		

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

MEMORANDUM

TO: Paul Thomas, Building Official

FROM: Georgia Montgomery Purchasing Agent *Georgia Montgomery*

SUBJECT: Contract, Annual
RFP No. 2019-011 ~ Inspection Services- C.A.P Government, Inc

DATE: May 20, 2022

Please review the following contract for renewal or rebid. In order to rebid we will need bid specifications, Please email to my attention at gmontgomery@cityoffortpierce.com and carbon copy to Purchasing Manager (gcarter@cityofforttpierce.com). If you choose to renew, please indicate below and return a copy of this memo via email or interoffice mail.

Please respond no later than May 30, 2022

REBID _____ **RENEWAL** _____

Vendors	C.A.P Government, Inc..
Expires	7/5/22
Current Price/PO#	210945
Renewal Term	2nd of 2 One-year renewal options
Contract Terms	RFP was awarded to vendor on 7/16/19 for the period of Two years (2 years) with two (2) one -year renewal option, if mutually agreed upon in writing by both parties.
Additional Information	

cc: Karen Murphy, Executive Assistant

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

Meeting Date: 11/07/2022

Re: Request for Change Order to Replenish Purchase Order 220510 CAP Government - Professional Inspection Services

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approve Change Order to Replenish Purchase Order 220510 CAP Government - Professional Inspection Services in the amount of $64,804.00 to satisfy remaining invoices for the 2022 fiscal year.

SUMMARY:

Due to the shortage of licensed inspectors, the Building Department utilizes contracted inspection services to meet the demand for building inspections. We are requesting an additional $64,804.00 to be placed on purchase order 220510 in order to pay remaining invoices for fiscal year 2022. This request is in accordance with specifications contained in RFP No. 2019-011 Annual Contract Inspection Services, Commission approved on 7/1/2019. Contract terms: 2 years with (2) 1-year renewal options.

RECOMMENDATION:

The Building Department recommends approval of Change Order to Purchase Order 220510 CAP Government - Professional Inspection Services in the amount of $64,804.00 to satisfy remaining invoices for the 2022 fiscal year.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Building Department Coordinator

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2022
Account: 420.2902.524.34-90
Amount: $64,804.00

FISCAL IMPACT:

Will be paid by the Building Department Enterprise Fund.

Attachments

CO cap gov po 220510

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	10/18/2022 12:57 PM
Finance Department	Johnna Morris	10/18/2022 03:33 PM
City Manager	Nick Mimms	10/21/2022 11:42 AM
Form Started By: Karen Murphy		Started On: 10/07/2022 11:42 AM
Final Approval Date: 10/21/2022		

ORDERING DEPT.

PURCHASE ORDER

CITY OF FORT PIERCE, FLORIDA

CITY HALL - P.O. BOX 1480
FORT PIERCE, FLORIDA 34954
(772) 467-3000

FOR PROMPT PAYMENT SEND INVOICES TO:
CITY OF FORT PIERCE
ATT: FINANCE DEPARTMENT
P.O. BOX 1480
FORT PIERCE, FL 34954

VENDOR
C.A.P. GOVERNMENT,INC.
343 ALMERIA AVENUE
CORAL GABLES, FL 33134

SHIP TO
CITY OF FORT PIERCE
BUILDING DEPARTMENT
100 NORTH U.S. 1
FORT PIERCE, FL 34950

DATE	DELIVERY DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
11/23/21	09/30/22	31507	DEST	NET	220510

QUANTITY	U/M	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
		**********			
		* *			
		* CHANGE ORDER *			
		* *			
		**********			
50000	EA	PROFESSIONAL INSPECTION SERVICES - BLDG DEPT.		1.0000	50000.00
48000	EA	ADDITIONAL FUNDS		1.0000	48000.00
				SUB-TOTAL	98000.00
				TOTAL	98000.00

REMARKS:
IN ACCORDANCE WITH SPECIFICATIONS CONTAINED IN RFP NO. 2019-011 ANNUAL CONTRACT INSPECTION SERVICES. COMMISSION APPROVED ON 7/1/2019. CONTRACT TERMS: 2 YR W/2-1YR RENEWAL OPTIONS. FOR MISCELLANEOUS INSPECTIONS FOR THE BUILDING DEPT.
CITY MANAGER APPROVED ON 3.25.21
FIRST 1 YR RENEWAL OPTION
VENDOR INFO: CONTACT: CARLOS A. PENIN, PRESIDENT
PHONE: 305-448-1711
FAX: 305-448-1712
****
CITY MANAGER APPROVED ON 7/12/22 FOR ADDITIONAL FUNDS IN THE AMOUNT OF $48,000 (MG).

TAX NUMBER 85-8012621595C-2

TERMS & CONDITIONS

PLEASE READ CAREFULLY

2200000319
GEORGIA SMITH-MONTGOMERY

1 – THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF NOT FILLED WITHIN THE CONTRACT TIME, IF SPECIFIED.
2 – THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING.
3 – ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS STATED.
4 – INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5 – THE CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
5 – PLEASE FORWARD ALL INVOICES TO FINANCE DEPARTMENT.
7 – PURCHASE ORDERS EXCEEDING FIVE HUNDRED DOLLARS MUST BEAR TWO SIGNATURES.

CITY ACCOUNT CODE NUMBER 420-2902-524.34-90

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

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

Meeting Date: 11/07/2022

Re: CDBG FY22-23 Certifications for Approval and Signature

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Authorize the Mayor to certify the Community Development Block Grant 2023 Annual Action Plan that was submitted to HUD on August 15, 2022.

SUMMARY:

The Community Development Block Grant 2023 Annual Action Plan was submitted to HUD on August 15, 2022. HUD Jacksonville office is requesting a signature of certifications for the plan.

RECOMMENDATION:

Approve and sign the certification.

ALTERNATIVES:

Staff will proceed as recommended by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

2023 AAP Certification

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/20/2022 04:54 PM
City Manager	Nick Mimms	10/21/2022 11:41 AM
Form Started By: Brittany Marinello		Started On: 10/06/2022 08:51 AM
Final Approval Date: 10/21/2022		

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

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

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

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

Meeting Date: 11/07/2022

Re: Approval of Exchange Agreement between City of Fort Pierce and St. Lucie County

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of the agreement between the City of Fort Pierce and St. Lucie County to Exchange Rights of Way.

SUMMARY:

The City of Fort Pierce has been in discussion with St. Lucie County regarding the exchange of certain rights of way in the Fisherman's Wharf area. The County provided a proposed exchange agreement, which was approved as to form and correctness on September 14, 2022. County and City staff have discussed additional revisions pertaining to: (1) The extension of the Fisherman's Wharf right of way and the cost-sharing provision. The specifics of the latter will be worked out via a separate interlocal agreement (ILA). The terms of the ILA will be determined during the feasibility period discussed in paragraph 2.

RECOMMENDATION:

Staff recommends approval of agreement, which has been approved as to form and correctness by the City Attorney

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Tanya Earley, City Attorney
St. Lucie County

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2023
Account: TBD
Amount: TBD
OTHER INFORMATION:
TBD

Attachments

Exchange Agreement
Final Version of Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/21/2022 11:52 AM
City Manager	Nick Mimms	10/21/2022 11:52 AM

Form Started By: Sara Delgado
Started On: 10/19/2022 02:13 PM
Final Approval Date: 10/21/2022

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND ST. LUCIE COUNTY TO EXCHANGE RIGHTS OF WAY

THIS EXCHANGE AGREEMENT (hereinafter **"Agreement"**) dated this ___ day of _____, 2022 is entered into by and between **THE CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950 (hereinafter **"City"**), and **ST. LUCIE COUNTY,** a political subdivision of the State of Florida (hereinafter **"County"**), whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982.

W I T N E S S E T H:

WHEREAS, the **County** owns and maintains certain right of way (henceforth **"County Right of Way"**) situate and being in St. Lucie County, Florida, generally described as follows:

- Indian River Drive from Avenue A to Seaway Drive

WHEREAS, the **City** owns and maintains certain rights of way (hereinafter "**City Rights of Way"**) situate and being in St. Lucie County, Florida, generally described as follows:

- Avenue M Extension
- Fisherman's Wharf from U.S. Highway 1 to its eastern terminus
- Harbor Street
- Port Avenue
- North 2nd Street from Seaway Drive to its northern terminus
- North Indian River Drive from Seaway Drive to Fisherman's Wharf

WHEREAS, the **County** and the **City** wish to exchange rights of way as set forth herein and as shown on the attached map (Exhibit A)**.**

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

1. **PROPERTY AND APPURTENANCES:** The **County** shall convey the **County Right of Way** including any retention ponds and stormwater systems on lands that are owned by the **County** and are necessary to drain the Rights of Way to the **City** together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the **County Right of Way**. The **City** shall convey the **City Rights of Way** including any retention ponds and stormwater systems on lands that are owned by the **City** and are necessary to drain the Rights of Way to the **County** together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the **City Rights of Way**.

2. **FEASIBILITY DETERMINATION:** The **City** and the **County** shall each have 180 days from the date of this Agreement to determine the feasibility of the exchange (hereinafter **"Feasibility Determination"**). Upon the Effective Date of the Agreement, each Party shall provide copies to the other Party of available information regarding the Properties including site surveys,

utility location drawings, soil borings, environmental reports, inspection reports, construction plans, repair proposals, pavement evaluations, and other similar documentation concerning the Properties in its possession, but shall not be obligated to obtain, create or draft such documents if such are not within the Parties' possession or control. During the **Feasibility Determination** Period, the **City** and the **County** may undertake at their respective expense, such physical inspections, tests and other investigations as may be deemed necessary in order to evaluate the feasibility of the exchange. For purposes of undertaking physical inspections, tests or investigations of the properties, the **County** grants to the **City** and the **City** grants to the **County**, their agents, and professionals engaged by such parties, the right to enter upon the **County Right of Way** and the **City Rights of Way** and any part thereof during the **Feasibility Determination**. The presence on the properties of such personnel shall be only for the purpose of conducting such inspections, tests or investigations as are necessary to make the assessments which are within the scope of this **Agreement**, and no other personnel activity shall be permitted. Any alternations or changes to the properties that are a direct result of the inspecting, testing and investigations will be repaired and replaced if a closing does not occur. Each party indemnifies the other against any loss or damages to the other party's parcel(s) arising out of, or in connection with, any inspection, testing or investigation of the property. The indemnification shall not cover any loss or damage due to preexisting conditions, problems or deficiencies of the property that are discovered through the inspection, testing and investigation authorized herein. The decision as to whether it is feasible to accept the exchange shall be at the sole discretion of the **City** and the **County**. If the **City** or the **County** determines that it is not feasible to exchange the **County Right of Way** or the **City Rights of Way**, then this **Agreement** will be terminated.

3. **TITLE EVIDENCE:** Within 60 days of the effective date, as hereinafter defined, the **County** shall cause a thirty (30) year title search and a commitment for title insurance to be issued for the **County Right of Way** and the **City Rights of Way**. The **City** and the **County** shall each have until the expiration of the **Feasibility Determination** Period to examine the search and commitment delivered to them and to notify the other party in writing specifying any objections which would render title unmarketable in accordance with current Uniform Title Standards adopted by the Florida Bar (hereinafter "**Title Defect**"). The **County** and the **City** shall each have until the closing date to remove such **Title Defect**, but without obligation to bring suits therefore, or to expend any funds in the removal of such **Title Defect**, and if the **County** or the **City** is unsuccessful in removing same, the other party shall have only the options of (a) waiving such **Title Defect** and accepting title as it is, or (b) terminating the **Agreement**, or (c) entering into any resolution which may be mutually acceptable to the parties.

4. **RESTRICTIONS, EASEMENTS, AND LIMITATIONS:** The **City** and the **County** shall take title subject to: zoning, restrictions, prohibitions and other agreements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record, zoning classifications and such other provisions of governmental regulation as are applicable. But any other provision herein notwithstanding, it is nevertheless agreed by the respective parties as follows:

(a) **Reverter; Restrictive Covenant:** The **County Right of Way** and the **City Rights of Way** to be exchanged must be used henceforth solely for public purposes. In the event the substantial, predominant use to be made of such property is for a use other than

a public purpose, then, in that event, such property shall revert to the other. In addition to the right of reverter, the County and City Deeds shall include a Restrictive Covenant running with the land.

Except as otherwise disclosed in this **Agreement**, the **County** and the **City**, with respect to the Rights of Way it is conveying, represents and warrants to the other as follows, which representations and warranties survive closing:

(a) That it has good, marketable title to, and is in possession of, the parcel(s) free and clear of all liens, security interest and encumbrances, excluding only those:

(i) Which will be satisfied or released at closing; and
(ii) To which the other party's title shall be subject as otherwise provided in this **Agreement**.

(b) That there is ingress and egress to the parcel(s).

(c) That there is no litigation or proceeding pending or threatened against or relating to the parcel(s).

(d) That is has full power and authority to enter into and perform this **Agreement** in accordance with its terms and the completion of this transaction will not violate any law, regulation or agreement affecting it or the parcel(s) it is conveying.

(e) A portion of the City Rights of Way conveyed to the County at Fisherman's Wharf includes a Florida East Coast Railroad Crossing ("Railroad Crossing"). The **City** agrees to pay the **County** one-half (½) of the Maintenance Costs of the Railroad Crossing ("City's Share"). Maintenance Costs include all costs incurred by the County relating to the Railroad Crossing, including but not limited to, maintenance, repair, capital improvements, upgrades, rehabilitation costs for any work performed by the Florida East Coast Railway ("FEC"), FEC fees, licensing fees, and safety improvements. The **County** will provide the **City** with a copy of supporting documentation for the Maintenance Costs along with an invoice for the **City's** Share. The **City's** Share will be due and payable to the **County** within 30 days of receipt of the **County's** invoice. This provision will survive the closing on the exchange of rights of way, and the parties agree to work together to enter into a separate interlocal agreement outlining the responsibilities for the Maintenance Costs of the Railroad Crossing as set forth herein within the feasibility period set forth in paragraph 2 above.

5. **POSSESSION:** Possession of the Rights of Way shall be delivered at the time of closing.

6. **AS IS:** Subject to the specific representations, warranties and disclosures contained in this **Agreement**, the Rights of Way are conveyed "As-Is", "Where-Is" and "With All Faults" as of the closing date. Each party has or will inspect the parcel(s) being acquired and is familiar, or will become familiar with, the physical condition thereof.

7. **CLOSING:**

(a) **Closing Date:** The closing of this **Agreement** and the transfer of title and possession of the Rights of Way, shall occur within 30 days after the expiration of the **Feasibility Determination** Period (hereinafter **"Closing Date"**) unless otherwise extended by the terms herein. Closing shall be held within the County at a site agreeable to the parties or by mail.

(b) **Conveyance:** Conveyance of the **County Right of Way** shall be by County Deed in accordance with Section 125.411, Florida Statutes from the **County**. Conveyance of the **City Rights of Way** shall be by City Deed.

(c) **Documents for Closing:** The closing agent designated by the **County** shall prepare the closing documents including, but not limited to, the Deeds, the Ownership and Lien Affidavits, the Certificates of Non-Foreign Status, and the Closing Statement.

(d) **Allocation of Expenses:** The **County** shall pay the cost of recording the **County** Deed. The **City** shall pay the cost of recording the **City** Deed. Each party shall pay its respective attorney's fees.

8. **DEFAULTS:**

(a) **Notice of Default:** No default as to any provision of this **Agreement** shall be claimed or charged by either party hereto against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) business days after the defaulting party's receipt of such notice.

(b) **Remedy for Default:** If either party defaults on its obligations under this **Agreement**, without fault on the part of the other party, the non-defaulting party may terminate this **Agreement**, or alternatively, may seek specific performance against the defaulting party. Both parties agree that any action for specific performance shall be commenced within ninety (90) days of the occurrence of default or be forever barred. Under no circumstances shall either party have any claim or right of claim against the other party for monetary damages, including attorney's fees.

9. **MISCELLANEOUS:**

(a) **Binding Effect; Successors and Assigns:** This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, if any.

(b) **Assignment:** This **Agreement** may not be assigned except upon the prior written consent of the other party.

(c) **Captions:** The caption for each paragraph or subparagraph of this **Agreement** is for convenience and reference only and in no way defines, describes, extends or limits the scope or intent of this **Agreement**, or the intent of any provision hereof.

(d) **Severability:** If any provision of this **Agreement**, the deletion of which would not materially adversely affect the material benefits receivable by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this **Agreement**.

(e) **Execution of Documents:** Each party hereto covenants and agrees that such party will at any time and from to time do such acts and execute, acknowledge and deliver such documents, including corrective instruments, reasonably requested by one part of the other party, or their counsel, necessary to carry out fully and effectuate the exchange contemplated and to convey good, marketable and insurable title to the property and all parts thereof.

(f) **Duplicate Execution:** The parties shall execute two (2) copies of this **Agreement**, so that each may retain an original copy thereof in its official records.

(g) **Conflict Resolution:** In the event it shall be necessary for either party to this **Agreement** to bring suit to enforce any provision hereof (before or after closing), the parties shall first avail themselves of such pre-suit remedies as are provided by law and as are applicable, including but not limited to the Florida Governmental Conflict Resolution Act.

(h) **Entire Agreement; Amendments:** This **Agreement** contains the entire and sole understanding between the parties hereto relative to the exchange of parcels and it may only be amended or modified by an agreement in writing executed by all parties with the same formalities as this **Agreement**.

(i) **Notices:** All notices and correspondence shall be (i) hand delivered (with signed acknowledgement of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgement of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the address set forth below or at such other addresses as the parties hereto shall designate to each other in writing:

(ii)

(i) if to County, to: St. Lucie County
County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

with copies to: St. Lucie County
County Attorney

2300 Virginia Avenue
Fort Pierce, Florida 34982

(ii) If to City, to: City of Fort Pierce
City Manager
100 North U.S. Highway 1
Fort Pierce, Florida 34950

with copies to: City of Fort Pierce
City Attorney
100 North U.S. Highway 1
Fort Pierce, Florida 34950

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days (excluding Sundays and holidays) after the same is deposited in the United States Mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand-delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery if delivery is not accepted) of the same at the address where the same is to be given, delivered or made.

(j) **Interpretation:** This **Agreement** has been submitted to the scrutiny of each party hereto and each party has had opportunity to have it reviewed by legal counsel. This **Agreement** shall be given fair and reasonable interpretation in accordance with the words used herein without consideration or weight being given to its having been drafted by either party hereto or their respective counsel.

(k) **Non-Waiver:** No covenant, term, or condition (or the breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof) shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

(l) **Effective Date:** This **Agreement** shall be effective as to the **County** upon approval of a resolution by the Board of County Commissioners after a public hearing as required by Section 125.37, Florida Statutes. This **Agreement** shall be effective as to the **City** upon approval of the City Commission.

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement** to be executed on the dates accompanied by their respective executions.

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal Corporation

_____
Mayor
Date: _____

APPROVED AS TO FORM AND CORRECTNESS

_____
City Attorney

ATTEST:

_____
Deputy Clerk

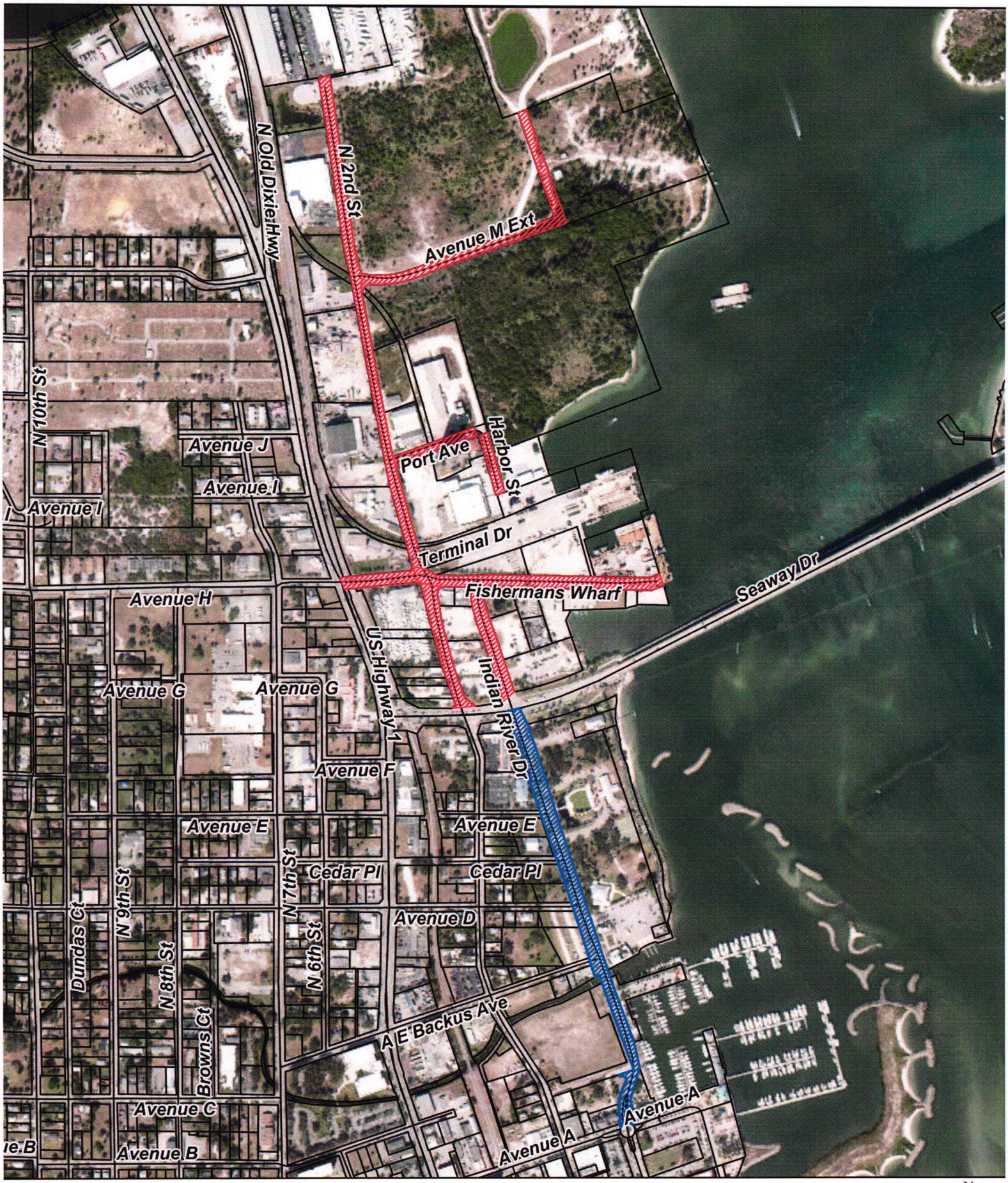
ST. LUCIE COUNTY,
a Political Subdivision of the State of Florida

_____
Chair
Date: _____

APPROVED AS TO FORM AND CORRECTNESS

_____
County Attorney

Exchange of Rights-of-Way



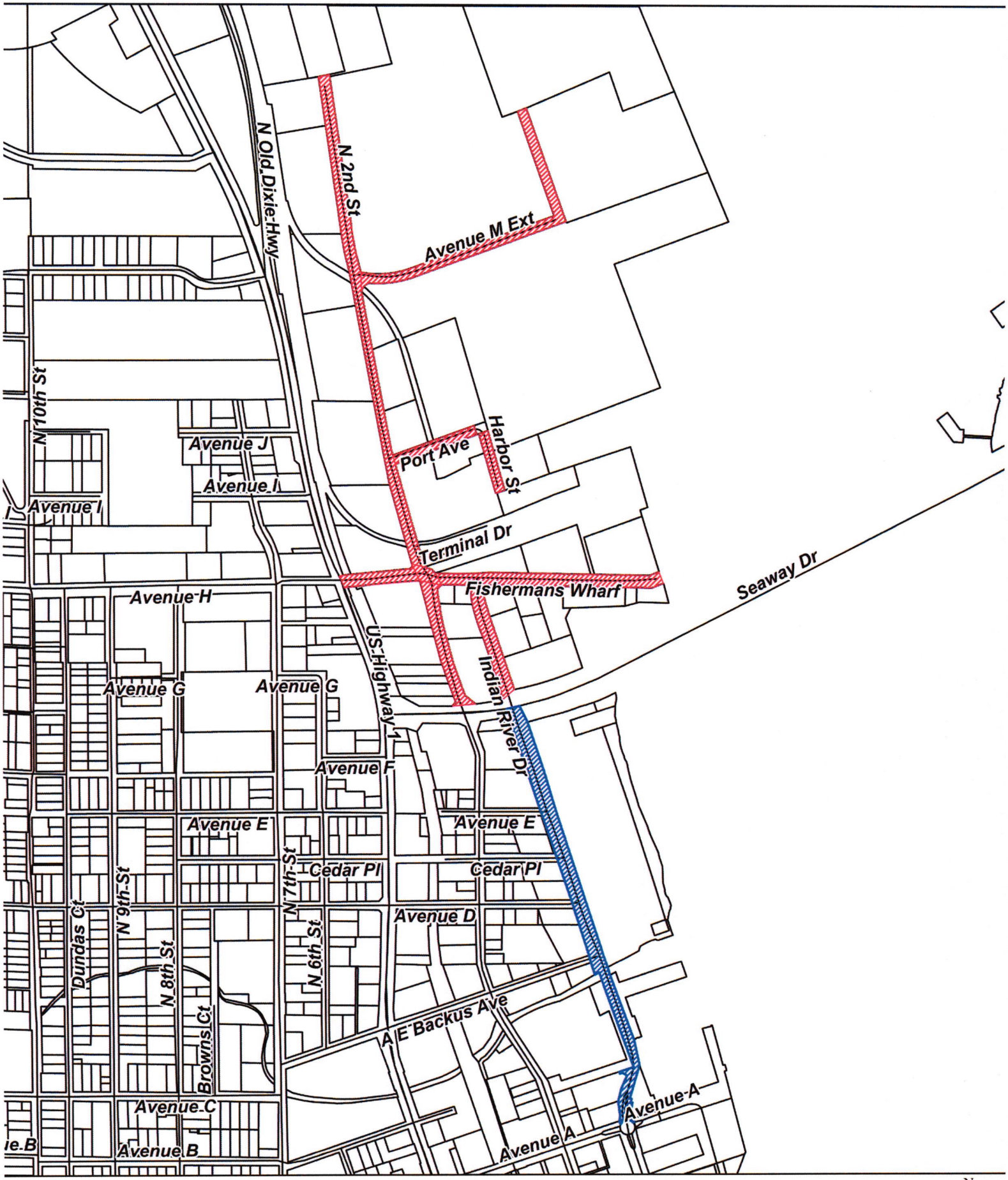
Sections of roads to be conveyed to St. Lucie County by City of Fort Pierce

Section of road to be conveyed to City of Fort Pierce by St. Lucie County

0 750 1,500 Feet

N W E S

Exchange of Rights-of-Way



Sections of roads to be conveyed to St. Lucie County by City of Fort Pierce

Section of road to be conveyed to City of Fort Pierce by St. Lucie County

0 750 1,500 Feet

N W E S

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND ST. LUCIE COUNTY TO EXCHANGE RIGHTS OF WAY

THIS EXCHANGE AGREEMENT (hereinafter **"Agreement"**) dated this ___ day of _____, 2022 is entered into by and between **THE CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950 (hereinafter **"City"**), and **ST. LUCIE COUNTY,** a political subdivision of the State of Florida (hereinafter **"County"**), whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982.

W I T N E S S E T H:

WHEREAS, the **County** owns and maintains certain right of way (henceforth **"County Right of Way"**) situate and being in St. Lucie County, Florida, generally described as follows:

- Indian River Drive from Avenue A to Seaway Drive

WHEREAS, the **City** owns and maintains certain rights of way (hereinafter "**City Rights of Way"**) situate and being in St. Lucie County, Florida, generally described as follows:

- Avenue M Extension
- Fisherman's Wharf from the Florida East Coast Railway (FEC) right-of-way to its eastern terminus
- Harbor Street
- Port Avenue
- North 2nd Street from Seaway Drive to its northern terminus
- North Indian River Drive from Seaway Drive to Fisherman's Wharf

WHEREAS, the **County** and the **City** wish to exchange rights of way as set forth herein and as shown on the attached map (Exhibit A)**.**

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

1. **PROPERTY AND APPURTENANCES:** The **County** shall convey the **County Right of Way** including any retention ponds and stormwater systems on lands that are owned by the **County** and are necessary to drain the Rights of Way to the **City** together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the **County Right of Way**. The **City** shall convey the **City Rights of Way** including any retention ponds and stormwater systems on lands that are owned by the **City** and are necessary to drain the Rights of Way to the **County** together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the **City Rights of Way**.

2. **FEASIBILITY DETERMINATION:** The **City** and the **County** shall each have 90 days from the date of this Agreement to determine the feasibility of the exchange (hereinafter **"Feasibility Determination"**). Upon the Effective Date of the Agreement, each Party shall provide

copies to the other Party of available information regarding the Properties including site surveys, utility location drawings, soil borings, environmental reports, inspection reports, construction plans, repair proposals, pavement evaluations, and other similar documentation concerning the Properties in its possession, but shall not be obligated to obtain, create or draft such documents if such are not within the Parties' possession or control. During the **Feasibility Determination** Period, the **City** and the **County** may undertake at their respective expense, such physical inspections, tests and other investigations as may be deemed necessary in order to evaluate the feasibility of the exchange. For purposes of undertaking physical inspections, tests or investigations of the properties, the **County** grants to the **City** and the **City** grants to the **County**, their agents, and professionals engaged by such parties, the right to enter upon the **County Right of Way** and the **City Rights of Way** and any part thereof during the **Feasibility Determination**. The presence on the properties of such personnel shall be only for the purpose of conducting such inspections, tests or investigations as are necessary to make the assessments which are within the scope of this **Agreement**, and no other personnel activity shall be permitted. Any alternations or changes to the properties that are a direct result of the inspecting, testing and investigations will be repaired and replaced if a closing does not occur. Each party indemnifies the other against any loss or damages to the other party's parcel(s) arising out of, or in connection with, any inspection, testing or investigation of the property. The indemnification shall not cover any loss or damage due to preexisting conditions, problems or deficiencies of the property that are discovered through the inspection, testing and investigation authorized herein. The decision as to whether it is feasible to accept the exchange shall be at the sole discretion of the **City** and the **County**. If the **City** or the **County** determines that it is not feasible to exchange the **County Right of Way** or the **City Rights of Way**, then this **Agreement** will be terminated.

3. **TITLE EVIDENCE:** Within 60 days of the effective date, as hereinafter defined, the **County** shall cause a thirty (30) year title search and a commitment for title insurance to be issued for the **County Right of Way** and the **City Rights of Way**. The **City** and the **County** shall each have until the expiration of the **Feasibility Determination** Period to examine the search and commitment delivered to them and to notify the other party in writing specifying any objections which would render title unmarketable in accordance with current Uniform Title Standards adopted by the Florida Bar (hereinafter "**Title Defect"**). The **County** and the **City** shall each have until the closing date to remove such **Title Defect**, but without obligation to bring suits therefore, or to expend any funds in the removal of such **Title Defect**, and if the **County** or the **City** is unsuccessful in removing same, the other party shall have only the options of (a) waiving such **Title Defect** and accepting title as it is, or (b) terminating the **Agreement**, or (c) entering into any resolution which may be mutually acceptable to the parties.

4. **RESTRICTIONS, EASEMENTS, AND LIMITATIONS:** The **City** and the **County** shall take title subject to: zoning, restrictions, prohibitions and other agreements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record, zoning classifications and such other provisions of governmental regulation as are applicable. But any other provision herein notwithstanding, it is nevertheless agreed by the respective parties as follows:

(a) **Reverter; Restrictive Covenant:** Except as to Avenue M Extension, the **County Right of Way** and the **City Rights of Way** to be exchanged must be used henceforth

solely for public purposes. In the event the substantial, predominant use to be made of such property is for a use other than a public purpose, then, in that event, such property shall revert to the other. Except as to Avenue M Extension, in addition to the right of reverter, the County and City Deeds shall include a Restrictive Covenant running with the land. The parties acknowledge that the County is negotiating with Destin Beach, Inc. (DBI) to exchange the Avenue M Extension right-of-way for right-of-way over DBI property. The County is proposing to design, permit and construct a new entrance road over the property exchanged with DBI for use by the public to access the County's Harbour Pointe property.

5. **REPRESENTATIONS AND WARRANTIES:** Except as otherwise disclosed in this **Agreement**, the **County** and the **City**, with respect to the Rights of Way it is conveying, represents and warrants to the other as follows, which representations and warranties survive closing:

(a) That it has good, marketable title to, and is in possession of, the parcel(s) free and clear of all liens, security interest and encumbrances, excluding only those:

(i) Which will be satisfied or released at closing; and
(ii) To which the other party's title shall be subject as otherwise provided in this **Agreement**.

(b) That there is ingress and egress to the parcel(s).

(c) That there is no litigation or proceeding pending or threatened against or relating to the parcel(s).

(d) That is has full power and authority to enter into and perform this **Agreement** in accordance with its terms and the completion of this transaction will not violate any law, regulation or agreement affecting it or the parcel(s) it is conveying.

6. **POSSESSION:** Possession of the Rights of Way shall be delivered at the time of closing.

7. **AS IS:** Subject to the specific representations, warranties and disclosures contained in this **Agreement**, the Rights of Way are conveyed "As-Is", "Where-Is" and "With All Faults" as of the closing date. Each party has or will inspect the parcel(s) being acquired and is familiar, or will become familiar with, the physical condition thereof.

8. **CLOSING:**

(a) **Closing Date:** The closing of this **Agreement** and the transfer of title and possession of the Rights of Way, shall occur within 30 days after the expiration of the **Feasibility Determination** Period (hereinafter **"Closing Date"**) unless otherwise extended by the terms herein. Closing shall be held within the County at a site agreeable to the parties or by mail.

(b) **Conveyance:** Conveyance of the **County Right of Way** shall be by

County Deed in accordance with Section 125.411, Florida Statutes from the **County**. Conveyance of the **City Rights of Way** shall be by City Deed.

(c) **Documents for Closing:** The closing agent designated by the **County** shall prepare the closing documents including, but not limited to, the Deeds, the Ownership and Lien Affidavits, the Certificates of Non-Foreign Status, and the Closing Statement.

(d) **Allocation of Expenses:** The **County** shall pay the cost of recording the **County** Deed. The **City** shall pay the cost of recording the **City** Deed. Each party shall pay its respective attorney's fees.

9. **DEFAULTS:**

(a) **Notice of Default:** No default as to any provision of this **Agreement** shall be claimed or charged by either party hereto against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) business days after the defaulting party's receipt of such notice.

(b) **Remedy for Default:** If either party defaults on its obligations under this **Agreement**, without fault on the part of the other party, the non-defaulting party may terminate this **Agreement**, or alternatively, may seek specific performance against the defaulting party. Both parties agree that any action for specific performance shall be commenced within ninety (90) days of the occurrence of default or be forever barred. Under no circumstances shall either party have any claim or right of claim against the other party for monetary damages, including attorney's fees.

10. **MISCELLANEOUS:**

(a) **Binding Effect; Successors and Assigns:** This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, if any.

(b) **Assignment:** This **Agreement** may not be assigned except upon the prior written consent of the other party.

(c) **Captions:** The caption for each paragraph or subparagraph of this **Agreement** is for convenience and reference only and in no way defines, describes, extends or limits the scope or intent of this **Agreement**, or the intent of any provision hereof.

(d) **Severability:** If any provision of this **Agreement**, the deletion of which would not materially adversely affect the material benefits receivable by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this **Agreement**.

(e) **Execution of Documents:** Each party hereto covenants and agrees that such party will at any time and from to time do such acts and execute, acknowledge and deliver such documents, including corrective instruments, reasonably requested by one part of the other party, or their counsel, necessary to carry out fully and effectuate the exchange contemplated and to convey good, marketable and insurable title to the property and all parts thereof.

(f) **Duplicate Execution:** The parties shall execute two (2) copies of this **Agreement**, so that each may retain an original copy thereof in its official records.

(g) **Conflict Resolution:** In the event it shall be necessary for either party to this **Agreement** to bring suit to enforce any provision hereof (before or after closing), the parties shall first avail themselves of such pre-suit remedies as are provided by law and as are applicable, including but not limited to the Florida Governmental Conflict Resolution Act.

(h) **Entire Agreement; Amendments:** This **Agreement** contains the entire and sole understanding between the parties hereto relative to the exchange of parcels and it may only be amended or modified by an agreement in writing executed by all parties with the same formalities as this **Agreement**.

(i) **Notices:** All notices and correspondence shall be (i) hand delivered (with signed acknowledgement of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgement of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the address set forth below or at such other addresses as the parties hereto shall designate to each other in writing:

if to County, to: St. Lucie County
County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

with copies to: St. Lucie County
County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

If to City, to: City of Fort Pierce
City Manager
100 North U.S. Highway 1
Fort Pierce, Florida 34950

with copies to: City of Fort Pierce
City Attorney

100 North U.S. Highway 1
Fort Pierce, Florida 34950

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days (excluding Sundays and holidays) after the same is deposited in the United States Mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand-delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery if delivery is not accepted) of the same at the address where the same is to be given, delivered or made.

(j) **Interpretation:** This **Agreement** has been submitted to the scrutiny of each party hereto and each party has had opportunity to have it reviewed by legal counsel. This **Agreement** shall be given fair and reasonable interpretation in accordance with the words used herein without consideration or weight being given to its having been drafted by either party hereto or their respective counsel.

(k) **Non-Waiver:** No covenant, term, or condition (or the breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof) shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

(l) **Effective Date:** This **Agreement** shall be effective as to the **County** upon approval of a resolution by the Board of County Commissioners after a public hearing as required by Section 125.37, Florida Statutes. This **Agreement** shall be effective as to the **City** upon approval of the City Commission.

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement** to be executed on the dates accompanied by their respective executions.

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal Corporation

_____
Mayor
Date: _____

APPROVED AS TO FORM AND CORRECTNESS

_____
City Attorney

ATTEST:

_____
Deputy Clerk

ST. LUCIE COUNTY,
a Political Subdivision of the State of Florida

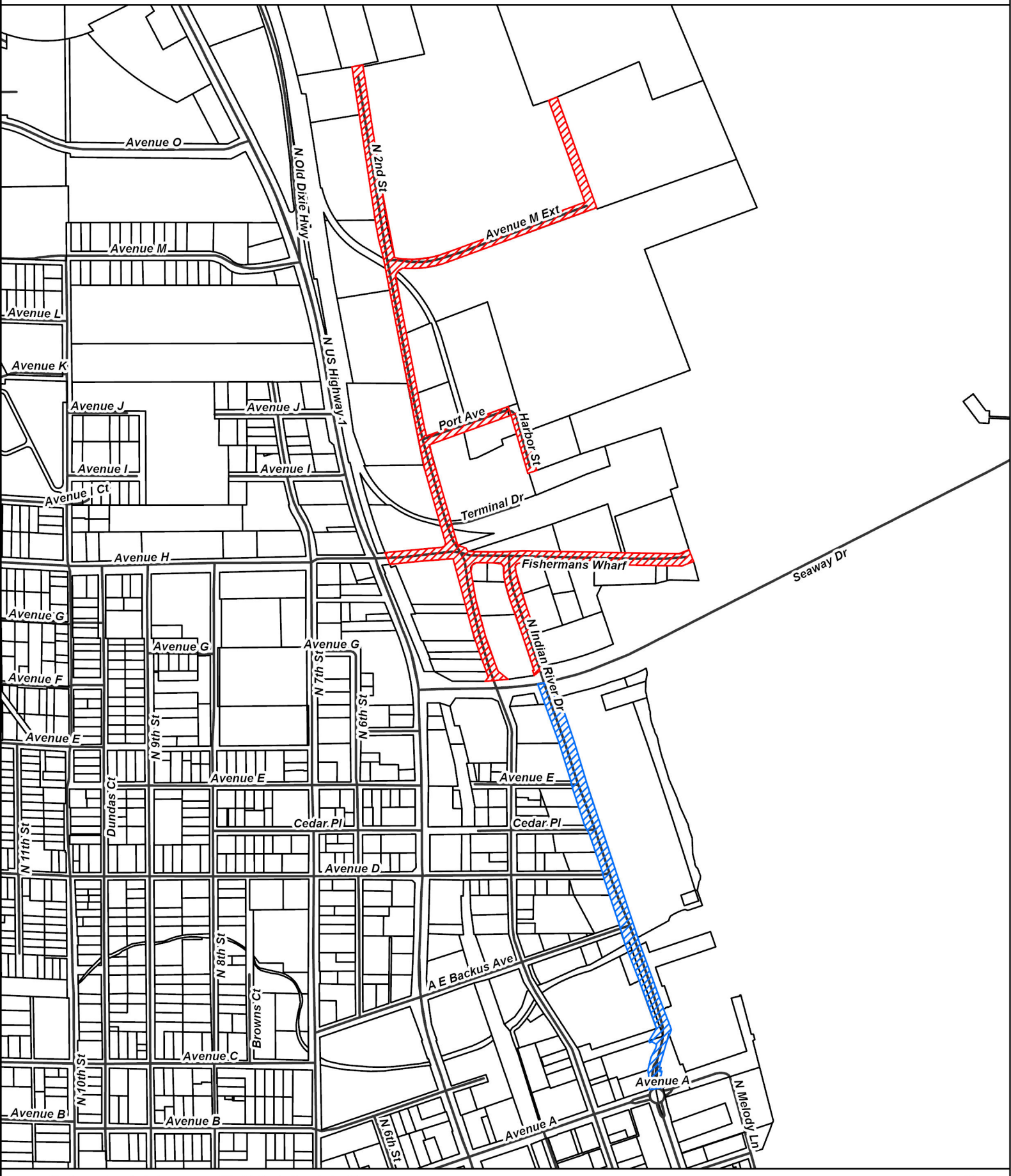
_____
Chair
Date: _____

APPROVED AS TO FORM AND CORRECTNESS

_____
County Attorney

Exchange of Rights-of-Way

EXHIBIT A



Sections of roads to be conveyed to St. Lucie County by City of Fort Pierce

Section of road to be conveyed to City of Fort Pierce by St. Lucie County

0 450 900 1,800

Feet

N W E S

Map prepared 11/1/2022

Exchange of Rights-of-Way

Aerial



Sections of roads to be conveyed to St. Lucie County by City of Fort Pierce

Section of road to be conveyed to City of Fort Pierce by St. Lucie County

0 450 900 1,800

Feet

Map prepared 11/1/2022

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

Meeting Date: 11/07/2022

Re: Fire Alarm & Voice Panel Replacements to the Sunrise Theatre, Single Source Purchase

Submitted For: Sharon Engle, Executive Director, Sunrise Theatre

SUBJECT:

Approve Johnson Controls to provide for Fire Alarm & Voice Panel Replacements to the Sunrise Theatre as a single source in the total amount of $67,159.00.

SUMMARY:

The current Fire Alarm & Voice Panel at the Sunrise Theatre is in need of replacement parts. This proposal is for the fire panel component replacement only - Simplex 4010 to a Simplex 4010ES and Simplex 4003 to a Simplex 4003EC - overall a Fire Alarm upgrade. The existing system was originally installed by Johnson Controls and is a single source vendor with the Sunrise Theatre/City of Fort Pierce. The total project amount is $67,159.

RECOMMENDATION:

Approve Johnson Controls to provide services to the Sunrise Theatre in the amount of $67,159.

ALTERNATIVES:

Find an alternative vendor that may or may not meet all requirements of existing Fire Alarm system.

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: 4064600563200
Amount: 67,159.00

FISCAL IMPACT:

Funds are available in this fiscal year budget.

Attachments

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/02/2022 02:53 PM
City Manager	Nick Mimms	11/02/2022 06:36 PM
Form Started By: Anne Satterlee		Started On: 10/20/2022 01:19 PM
Final Approval Date: 11/02/2022		

Johnson Controls Fire Protection LP
1830 Park Lane South
Jupiter , FL 33458
(561) 277-4154

Johnson Controls Fire Protection LP Quotation

To:
Sunrise Theater
117 South 2nd Street
Fort Pierce, FL 34950

Project: Sunrise Theatre Inc - FA Upgrade - CPQ-302643 - v.2
Johnson Controls Reference: 650302643
Proposal #: 1
Date: 09/29/2022

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Thank you for the opportunity to provide this pricing to you. Please read the notes below and call if you have any questions.

PLEASE NOTE: THIS QUOTATION IS VALID FOR UP TO THIRTY (30) DAYS FROM DATE OF QUOTATION.

CONTACT INFORMATION:

Shadrach Ramjitsingh
Electronic Systems Sales Representative
561-354-8361
shadrach.ramjitsingh@jci.com

The scope of work was requested by Jeff Lovell -- Sunrise Theatre Inc., to provide a quote for the Fire Alarm & Voice Panel replacements -- Sunrise Theatre Inc. This proposal excludes any requirements from the local AHJ code requirements.

The bill of materials and services in this quote are for the fire/voice panels replacement of the existing Simplex 4010/4003 fire alarm panels and reconnect to the existing peripherals devices on the existing system.

Scope of work:

This quote is for the fire panel component replacement only and 100% device testing and certification.

- The replacement of the Simplex 4010 to a Simplex 4010ES.
- The replacement of the Simplex 4003 to a Simplex 4003EC.

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- The replacement of the two LCD Annunciators to upgrade to match the upgraded fire alarm panel. The relocation of an annunciator to back of stage is an added cost and not included in this proposal.
- Modify means of fire alarm monitoring from pots phone lines to cellular communication.
- Replace wiring to the fire pump room.
- Add 36V surge in main building and in the fire pump room.
- Add two Rib relays one for EMS/AHU on second floor and one for sound shutdown on second floor.
- Remove excess wiring in second floor electrical room coiled up.
- To modify the means of the fire alarm monitoring from pots phone lines to cellular communication. The Fire alarm to transmit the fire alarm signals to the designated remote station facility by means of cellular communication.
- The Monitoring Subscriber Form will need to be updated by Sunrise Theatre to update the monitoring account information for the switch over to cellular communication. Contact Jessica Montoya -- Service Sales Executive (561) 277-4151.
- This quote does include an internal indoor antenna extension kit in the case of poor cellular signal strength at the fire alarm panel. Indoor antenna to be installed outside of FACP room. If an antenna extension kit is needed for exterior outdoor installation it will be considered a change of scope and quoted as a change.
- Fire watch not included in this quote.
- Customer to provide lift for box above rollup door.

JCI is not responsible for any additional equipment, changes or code upgrades that the AHJ may request.

Any repairs of devices or wiring found faulty or faulted shall be completed as change order time and material billing.

We recommend contingency funding for unforeseen system repairs of $5,000.00 - the work applied to that funding if made available would be completed on agreed fixed price work or time and material billing only after approval by the customer.

Please reference or list the following **CPQ-302643** on your purchasing agreement and sign the quote after reviewing.

Thank you for the opportunity to provide this pricing to you. Please read the notes below and call if you have any questions.

JCI Scope of Work:

JCI will install

If any additional equipment and/or labor is required other than what is listed on this proposal it will be added at an additional cost.

Exceptions and/or Clarifications:
JCI is not responsible for the design unless otherwise marked below. Additional devices may be deemed necessary by the AHJ and could result in additional cost.

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THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY [X]":

[ ] Specification section:
[ ] Information on drawings, sheets: Dated:
[ ] Up to and including addendum:
[ ] Customer provided bill of material:
[ ] Verbal request:
[ ] Value engineering:
[ ] Design Build:

THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":
NOTE: If JCI is installing this system the Customer will provide and install all conduit (compliant with NEC fill requirements), junction boxes, installation of JCI provided weatherproof boxes and cabinets, pull strings, flexible piping, box blank covers, electrical breakers, terminal cabinets with back plates, and breaker locks. All conduits must be installed above ground (except PIV connections). If conduit is installed in the ground floor slab or below ground, wet location cable will be needed at additional cost to this proposal. Customer will provide 120vac to the FACP and any additional panels such as NAC or voice panels. Customer will provide a lift for access as needed unless indicated below.

[ ] Equipment as listed ONLY.
[x] Equipment as listed ONLY and wire installed as need to extend circuits as it relates to the panels; field circuiting wiring is not included.
[ ] Equipment as listed ONLY and wire installed within customer installed complete raceway systems with pull-strings
[x] Demolition
[ ] Florida State Sales Tax
[x] Freight (F.O.B. shipping point)
[x] Shop Drawings/Riser & Panel [x]Sealed Riser & Panel Drawing
[x] Panel terminations
[ ] Lift for access above 12 feet
[x] Technical installation support including programming
[x] Permit. Allow 3-4 weeks for permitting - refer to local building department.
[ ] Inspection Fees for one (1) inspection - Multiple inspections for phased acceptance is not included
[ ] Payment/Performance Bonds
[ ] 1 functional system certification test
[x] 1 functional system test with AHJ/Owner
[x] NFPA certification documentation
[x] One-year standard warranty on the new equipment only.
[ ] Monitoring
[ ] 1 AHCA Inspection

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[ ] UL Certification

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING UNLESS OTHERWISE NOTED:

Prevailing wages in support of Federal DBA wage determination.
Raceways, terminal cabinets, or standard electric boxes
120vac power with a circuit breaker lock
(This will be required at all main FACP's as well as NAC power extender panels)
Installing, locating, pressure differential testing, and balancing of duct detectors.
(JCI will only supply and program a relay to within 3 feet of the controller)
Grounding electrodes or grounding electrode conductors to all FACP
Fire protection switches or gas solenoids
Phone lines
Troubleshooting and/or repair of ANY existing wire and/or fiber including connectors.
Remote station monitoring contact (available upon request)
Knox box
Cutting, drilling, patching, fire caulking or painting
Interface to non-SimplexGrinnell provided equipment i.e.: HVAC and elevator
Smoke control unless specified in the listed BOM.
Individual damper control unless specified in the listed BOM.
Voice evacuation unless specified in the listed BOM.
Fire watch unless specified in the listed BOM.
Installation and mounting of duct detectors.
Weatherproof and conditioned control equipment housing
Cost for CAD files

If JCI is awarded this project we will require:

- A complete set of bid documents including specifications and any addendums
- An electronic CAD file in AutoCAD
- A complete schedule prior to start of work, and any updates
- 48 hours notice for all inspections
- A copy of the "Notice to Owner"
- A copy of the building permit
- A copy of the Asbestos report if applicable
- A copy of the Tax Exempt certificate if applicable
- Your P.O. or contract will need to reference this proposal # and amount

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Additional terms:
Up Front Invoicing
30% upon submittal document delivery
[x] Small projects - 30% total contract value for mobilization and engineering
[ ] Large projects - 30% of total contract value where site mobilization is required, plus 10% of contract value for engineering.

Monthly billing of all equipment delivered to project site or staging area, regardless of JCI or customer warehouse.

Additional work, beyond this scope of work, will require a signed change order prior to installation.

Incorrect installation of conduit or back boxes is solely the responsibility of the Customer.

Quotation is based on free access to work areas. Limited access or unusual obstructions (ie: working through installed ceiling grid, working overtop of equipment installed on the floor, etc.) could result in added costs.

Quotation is valid for a period of 30 days ONLY unless modified in writing by JCI.

All work is to be performed during normal JCI ours of 7am to 3:30pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.

Installation notes:

PAINT AND PATCH BY SUNRISE THEATRE INC. - THIS QUOTE DOES NOT INCLUDE PAINT AND PATCH

The bill of materials and services in this quote are for the replacement of the existing Simplex 4010 fire alarm panel.

Delays, Costs and Extensions of Time.
Material pricing is valid for 30 days from quote date. We are expecting that there be material pricing escalations due to the current increasing cost of raw materials needed for manufacturing.
JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19)

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including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

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QTY	MODEL NUMBER	DESCRIPTION
	Sunrise Theatre FA Upgrade	
	FACP	
1	4010-9402	4010ES FACP 120V PLATINUM
2	2081-9274	BATTERY 10AH
1	DTK-120HWLOK	120 VAC, 20A Series Connected
1	DTK-2MHLP12BWB	Field Replaceable Suppression
2	DTK-2MHLP36BWB	Field Replaceable Suppression
2	2975-9464	4606-9205 SF BRACKET, PLATINUM
2	4606-9102	REMOTE LCD ANNUN FOR 4010ES
2	741-106	U11 CHIP ON NAC XTNDR SYSTM BD
2	SSU-RIC-2	RIC-2 RELAY SPUD DPDT RED LED
1	4010-9912	SERIAL DACT
	Voice Panel	
1	4003-9301	MULTIFUNC COMM SYST BEIGE
1	4003-9840	SPLITTER 4Z CLS B/ 2Z CLS A
1	4003-9841	SPLITTER MOUNTING BRACKET
2	2081-9274	BATTERY 10AH
1	DTK-120HWLOK	120 VAC, 20A Series Connected
	Cellular Pnl	
1	AD-TG7FSA	5G LTE-M Cell AT&T
1	AD-TGPEM	Power Expansion Module
1	IM-1272F1	12V 7AH Battery
1	AD-AC50	50' feet Cable
1	4090-9001	SUPERVISED IAM
	Install Materials	
1	DPIM	INSTALLATION MATERIALS
	Permit	
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)
	Sign & Seal	
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)
	JCI Internal Labor	

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QTY	MODEL NUMBER	DESCRIPTION
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR
	COMM LAB	COMMISSIONING LABOR
	INST LAB	INSTALLATION LABOR

Total net selling price, FOB shipping point, $67,159.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.

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TERMS AND CONDITIONS (Rev. 4/22)

1.Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment. Customer shall immediately notify Company in writing and explain the basis of the dispute. (Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2.Deposit. Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3.Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/ or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4.Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5.Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6.Limitation of Liability; Limitations of Remedy. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable**

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for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7.Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8.General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom..UNLESS OTHERIWISE SPECIFED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFED , TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUSW ANY MAINTENANCE , REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE COREECTION OF ANY DEFIENCIES IDENTIFIES BY COMPANY TO CUSTOEMR. COMPANY SHALL MOT BE RESPOSIBLE FOR EUIPMENT FAILURE OCCURING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENSE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EUIPMENTS , COMPONENTS OR PARTS THAT ARE BELOW GRADE,BEHIND WALLS OR THER OBSTRUCTION OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING .

9.Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10.Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

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11.Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12.Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13.Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14,COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15.Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16.Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17.Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18.Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19.Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional

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cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20.Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21.Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22.System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

23.Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

24.Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25.Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26.Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27.Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described

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above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28.Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29.Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31.Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32.One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement**,** without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33.Assignment. Customer may not assign this Agreement without Company's prior written consent.

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Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34.Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35.Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36.Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37.software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38.Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39.Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40.Privacy. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41.License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: _____
1830 Park Lane South	Address: _____
Jupiter , FL 33458	Signature: _____
Telephone: (561) 277-4154	Title: _____
Representative: _____	Date: _____
Email: shadrach.ramjitsingh@jci.com	

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 30%, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:	☐	NO: This signed contract satisfies requirement
	☐	YES: Please reference this PO Number: _____
AR Invoices are accepted via e-mail:	☐	YES: E-mail address to be used: _____
	☐	NO: Please submit invoices via mail
	☐	NO: Please submit invoices via _____

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

Meeting Date: 11/07/2022

Re: Public Hearing for Citizen Participation Plan Amendments

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Public Hearing and presentation on the Amended Citizen Participation Plan.

SUMMARY:

The Citizen Participation Plan provides for and encourages citizens to participate in the development of consolidated plans, performance reports, and fair housing assessments. These requirements are designed to encourage participation by low- and moderate-income persons. Amendments to plan include language to capture the Fair Housing Assessment requirement and participation with the Continuum of Care.

RECOMMENDATION:

Allow the presentation and public hearing for the amended Citizen Participation Plan.

ALTERNATIVES:

Staff shall proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: No

OTHER INFORMATION:

N/A

Attachments

Amended Citizen Participation Plan

Presentation

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/10/2022 03:28 PM
City Manager	Nick Mimms	10/21/2022 11:43 AM

Form Started By: Brittany Marinello Started On: 10/10/2022 03:11 PM
Final Approval Date: 10/21/2022

City of Fort Pierce, Florida
Department of Urban Redevelopment

Community Development Block Grant (CDBG) Program

CITIZEN PARTICIPATION PLAN

As Amended
September 23, 2022
DRAFT

CITIZEN PARTICIPATION PLAN

TABLE OF CONTENTS

		Page
I.	Introduction	3
II.	Federal Mandate	3
III.	Definitions	4
IV.	Opportunities For Participation	5
V.	Adequate Information	7
VI.	Environmental Review & Release of Funds Notice	7
VII.	Annual Performance and Grantee Reports	8
VIII.	Assessment of Fair Housing	8
IX.	Plan Amendments	9
X.	Technical Assistance	10
XI.	Communitywide Council (Advisory Board)	10
XII.	Citizen Complaints	11
XIII.	Certifications	12
XIV.	Effectivity	12

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I. INTRODUCTION

Community Development Block Grant (CDBG) and Section 108 Loan Guarantee funds are provided to the City of Fort Pierce by the U.S. Department of Housing and Urban Development (HUD) for the development of viable communities characterized by decent, safe and sanitary housing, a suitable living environment, and expanding economic opportunities. These activities must benefit low and moderate-income persons (household income up to 80% of the median income adjusted for family size), eliminate slums and blighted conditions, or meet urgent community needs. Citizen involvement is actively sought as part of the CDBG and Section 108 Loan program and is always an integral part of the decision-making process. Efforts are made to increase City residents' awareness of events transpiring within their neighborhoods. The City of Fort Pierce has devised a Citizen Participation Plan for public involvement in the planning process.

II. FEDERAL MANDATE

The Housing and Community Development Act of 1974, as amended, with 24 CFR 570.301, 24 CFR 91.105, and CFR 570.704 establishes the following requirements for the City to meet in preparing its annual statement of community development objectives and projected use of funds.

A memorandum dated March 14, 2016, entitled "Incorporating 24 CFR Part 5, Affirmatively Furthering Fair Housing into 24 CFR 91.10 Consolidated Program Year, 24 CFR 91.105 Citizen Participation Plan for Local Governments and 24 CFR 91.115 Citizen Participation Plan for States promoted the Final Rule at 24 CFR Part 5 regarding a grantee's obligation to Affirmatively Further Fair Housing (AFFH). The new rule sets forth a meaningful and transparent process to identify and understand local and regional fair housing issues and to set goals for improving fair housing choice and access to opportunity.

Under the new rule, the Citizen Participation Plan requirements at 24 CFR 91.105 for local governments and 24 CFR 81.115 for states have been revised to accommodate the new AFFH, the analysis undertaken pursuant to 5.154 requiring consultation and community participation in the analysis of fair housing data, an assessment of fair housing issues and contributing factors and an indication of fair housing priorities and goals.

These requirements shall serve to permit public examination of the City's statement of objectives to further fair housing and the use of funds and efforts to enhance public accountability for these grant funds, and facilitate coordination of activities at different levels of government.

Accordingly, the City shall:

1. Furnish citizens information concerning:
   a. The amount of funds available, including Section 108 Loan Guarantee program funds for proposed community development and housing activities;
   b. The range of activities that may be undertaken, including the estimated amount proposed for activities that will benefit low and moderate income persons (household income up to 80% of the median income adjusted for family size); and
   c. The plans of the City for minimizing displacement of persons resulting from activities funded under the CDBG and Section 108 Loan Guarantee programs and its plans to assist those persons actually displaced.
2. Publish a proposed statement of objectives and use of funds in such a manner to afford affected citizens an opportunity to examine its content and to submit comments on the proposed statement. In general, fifteen (15) days will be considered sufficient published notice.

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3. Hold two or more public hearings at different stages of the program year to obtain the public's views and provide to the public the City's responses to community development and housing needs;
4. Provide citizens with reasonable access to records regarding the past use of the City's CDBG and Section 108 Loan Guarantee funds;
5. Provide citizens with reasonable notice of, and opportunity to comment on any substantial proposed change in the use of funds from one activity to another;
6. Consider such citizen comments and views, and if deemed appropriate by the City, modify its proposed statement before being finalized; and
7. Make its final statement of objectives and use of funds available to the public. Any final statement may be amended from time to time in accordance with these same procedures.

Any participation activities outlined herein meet and exceed these federal mandates in keeping with the City's desire to have its Community Development program responsive to the needs of its residents.

III. DEFINITIONS

Analysis of Impediments to Fair Housing Choice Report - As a recipient of federal funding from the U.S. Department of Housing ("HUD"), the City of Fort Pierce is required to analyze the impediments to fair housing choice and then take steps to overcome the impediments it identifies. This Analysis of Impediments to Fair Housing Choice ("AI") is intended to satisfy this requirement and enable the City to more quickly overcome the barriers to full and equal access to safe, decent, affordable housing in economically vibrant, diverse communities throughout the City.

Annual Action Plan: This document allocates one year's funding (entitlement and program income) to specific projects and activities for the CDBG program. Development of the Five-Year Consolidated Plan and Annual Action Plan is the primary focus of citizens participating in the Citizen Participation Plan.

Area Median Income: HUD surveys major metropolitan areas annually to development an index of area median income by household size. Most CDBG-funded activities and programs must benefit primarily low- and moderate-income households.

CAPER: The Consolidated Annual Performance Evaluation Report (CAPER) is the document used to evaluate the performance of programs including CDBG and Section 108 Loan Guarantees. It reports on the progress made on the five-year Consolidation Plan through the actions identified in the Annual Action Plan.

Citizen Participation Plan: This plan is prepared to facilitate and encourage public participation and involvement in the Consolidated Plan process and the City's CDBG program, especially by low- and moderate-income persons. The plan identifies the public participation requirements as identified by federal regulations (24 CFR Part 91).

Community Development Block Grant (CDBG) Program: The Community Development Block Grant (CDBG) Program is a Federal program created under the Housing and Community Development Act of 1974. This program provides grant funds to local and state governments to be used to develop viable urban communities by providing decent housing with a suitable living environment and expanding economic opportunities to assist low and moderate-income residents. Grant funds are awarded to programs that offer improvements to public facilities and public services, including the acquisition, planning, and redevelopment of real property, and other hard cost. A small amount of grant funds is also available for program administration, operations, staffing, equipment, and other soft costs.

Consolidated Annual Performance Evaluation Report (CAPER): This document reports on the progress in carrying out the Consolidated Plan and Annual Action Plan. The report is prepared annually by the City in accordance with federal regulations (24 CFR Part 91). It is due to HUD no later than 90 days after the end of the City's fiscal year or September 28.

Consolidated Plan: This document serves as the City's application for CDBG funds and sets forth the priorities and strategies to address the needs of primarily low and moderate-income persons and areas in the City. It typically covers a three- or five-year time period. It is submitted to HUD in accordance with federal regulations (24 CFR Part 91). This document is required to receive HUD Community Planning and Development funds and exists in forms that detail housing needs and strategies over three and five-year periods.

Consolidated Plan Documents: These include the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER), as well as any Substantial Amendment to the Consolidated Plan or Annual Action Plan.

Extremely Low-Income: Households with incomes less than 30 percent of the area median family income, adjusted for household size.

Low and Moderate-Income Households: These are households earning less than 80 percent of the area median income. They are broken down into the following income designations.

Low and Moderate-Income Neighborhood: In general, this is defined as a census tract(s) or block group(s) where a minimum of 51 percent of the residents have low or moderate incomes (i.e., not exceeding 80 percent of the area median income).

Low-Income: Households with incomes between 31 and 50 percent of the area median family income, adjusted for household size.

Moderate-Income: Households with incomes between 51 and 80 percent of the area median family income, adjusted for household size.

Program Year: The "program year" chosen by the City of Fort Pierce is October 1 through September 30.

Section 108 Loan Guarantee: The Section 108 Loan Guarantee program is the loan guarantee provision of the Community Development Block Grant Program (CDBG). Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. It allows local governments to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects that can renew entire neighborhoods.

IV. OPPORTUNITIES FOR PARTICIPATION

During the process of developing the annual statement of community development objectives and allocating the available funds to specific activities to carry out these objectives, formal citizens' involvement opportunities will be available. Public comment will be solicited at a series of public meetings, as well as in response to the City publication of its proposed objectives and use of funds.

Public Hearings: In order to provide citizens the opportunity to participate in the development of the Action Plan, Consolidated Plan, the Consolidated Annual Performance and Evaluation Report, the Citizen Participation Plan, the creation of the Assessment of Fair Housing, and substantial amendments to these documents,

public hearings will be conducted by the City Commission during the public hearing portion of regularly scheduled commission meetings. This will provide the opportunity of participation by low and moderate-income persons, residents of slum and blighted neighborhoods, and handicapped citizens. All hearings will be held in a location that is accessible to persons with mobility impairments. If notified in a timely manner, the City, local supportive service organizations, and/or an interpreter will be on hand to provide assistance whenever a significant number of non-English speaking residents are expected to participate in a public hearing. In addition, all reasonable accommodation will be made for deaf interpreter services, if requested.

The City also encourages the participation of local and regional institutions, Continuums of Care, and other organizations, including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations in the process of developing and implementing the AFH, the Consolidated Plan and the Annual Action Plan.

Two hearings before the City Commission, at different stages, will be held after publication of the plan's summary, detailing its proposed statement of objectives and use of funds. The first hearing will allow for public comments on the proposed use of funds, enable any affected party the opportunity to discuss community needs, objectives and proposed use of funds, review of program performance, and insure that the opportunity to comment on the proposed statement is afforded. The final public hearing will allow public comments following approval to submit to HUD.

All public hearings will be advertised in the non-legal section of a local newspaper of general circulation at least fifteen (15) days prior to such hearing indicating date, time, location, and topic to be discussed. Radio announcements, civic club announcements, and mail outs will also be utilized to properly notify and encourage participation from citizens, including businesses, developers, community organization, faith-based organizations, minorities, non-English speaking, persons with disabilities, and low and moderate income person who reside in slum or blighted areas or other areas of the hearings.

The City will provide post timely notices of public meetings in public areas and will provide timely access to information and records relating to the City's proposed and actual use of federal assistance, grant funds, loan funds, and program income. A fifteen (15) day advance prior notice of public hearings will be provided, with a thirty (30) day public comment period.

The City shall make available all documents relevant to the programs during normal working hours at City Hall, 100 N. U.S. Highway #1, in the Department of Urban Redevelopment, at no cost to the citizen. These documents will also be available at the St. Lucie County Public Library reference department. All documents will be made available in a form accessible to persons with disabilities upon request.

The City may also explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance as directed by the Urban Redevelopment Department. Unless otherwise noted in this document, all communication regarding the Citizen Participation Plan, the Consolidated Plan, Annual Action Plans, CAPER Reports and Analysis of Impediments to Fair Housing Report should be directed to:

Urban Redevelopment Department
City of Fort Pierce City Hall
100 North U.S. Hwy. 1
Fort Pierce, Florida 34950

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772-467-3169

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V. ADEQUATE INFORMATION

The Department of Urban Redevelopment will provide full disclosures and public access to CDBG and Section 108 Loan Guarantee program information. At the beginning of the planning process for each program year, the following information will be published in a local newspaper of general circulation:

1. The total amount of Community Development Block Grant and Section 108 Loan Guarantee funds available for the new program year.
2. The range of activities that may be undertaken, the types of activities previously done and types of eligible activities.
3. The process for development and final approval of projects or activities
4. All public hearings regarding the CDBG and Section 108 Loan Guarantee Program; and others.

Access to Records: Upon finalization by the City Commission of the statement of objectives and activities to be funded, the City shall make available all documents relevant to the programs during normal working hours, 8:00 AM – 5:00 PM, at the Fort Pierce City Hall, 100 N. U.S. Highway #1, in the Department of Urban Redevelopment, at no cost to the citizen.

The Department of Urban Redevelopment will provide full and timely disclosure of its program records and information consistent with applicable State law in formats to include persons with disabilities, upon request. Available documents include:

- All mailings and promotional information.
- Copies of all meeting minutes and public hearing notices.
- All key documents, including previous annual applications, letters of approval, grant agreements, citizen participation plan, annual performance reports, Analysis of Impediments to Fair Housing Choice report, Consolidation Plan, HUD project reports, project proposals, environmental review records, and others.
- Copies of all relevant HUD regulations.
- Project and activity files.

The Department of Urban Redevelopment will accept citizen responses, requests and/or complaints any time throughout the year, and will respond in writing to written complaints and/or grievances, within fifteen (15) working days, where practicable.

VI. ENVIRONMENTAL REVIEW AND RELEASE OF FUNDS NOTICES

The City conducts environmental assessments on all activities funded under the CDBG grant and Section 108 Loan Guarantee projects, prior to releasing these federal dollars and beginning the actual improvements. This environmental assessment is done to determine if there would be any significant negative impacts on the local environment that would result if the project is implemented. This review also is designed to assess each project's compliance with all applicable federal environmental laws.

The final step in this environmental review process is the publication of a legal notice stating the City's determination of the impact each project will have. This determination can either be a finding of no significant impact, (in which case, funds may be requested to be released from HUD), or a finding of significant impact, (in which case a full Environmental Impact Statement must be prepared). If the latter case is found, the Environmental Impact Statement must be completed prior to taking any further action on the project.

After one of these two findings has been made, and all additional requirements have been fulfilled, the Department of Urban Redevelopment will request the release of funds from the Department of Housing and Urban Development. An advertisement to this effect will be placed in the legal section of a newspaper of general circulation

stating a fifteen (15) day waiting period for public review and comments.

During the waiting period, HUD will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following basis: (a) That the certification was not in fact executed by the chief executive office or other officer of applicant approved by HUD; or (b) that applicant's environmental review record for the project indicates omission of a required decision, finding, or step applicable to the project in the environmental review process. Objections must be prepared and submitted in accordance with the required procedure (24 CFR Part 58), and may be addressed to HUD at the Department of Housing and Urban Development, Atlanta Area Office, 645 Peachtree Street, Atlanta, Georgia, 30323. Objections to the release of funds on basis other than those stated above will not be considered by HUD. These two notices, finding of no significant impact, and request for release of funds, will run together whenever possible.

VII. ANNUAL PERFORMANCE AND GRANTEE REPORTS

The City prepares and publishes annual final statement reports on the progress of CDBG and Section 108 Loan Guarantee assisted activities in accordance with federal regulations. The Consolidated Annual Performance and Evaluation Report (CAPER) shall be completed within ninety (90) days of the end of each program year and made available to all interested persons prior to submission to HUD.

These performance reports provide information on the program's progress for all funded activities, status of fund expenditures, number of persons benefiting, the housing assistance provided, in relationship to the City's objectives. Citizen comments are solicited by the City for HUD on this report for a period of at least fifteen (15) days.

The Annual Action Plan will be made available for public review in the Department of Urban Redevelopment from 8:00 A.M. until 5:00 P.M., Monday through Friday. The Action Plan is due to HUD annually by August 15. This plan is reviewed during its inception by two separate public hearings to devise the actions that will be included in the plan. Citizens will be notified that these reports are available for review by means of advertisements in the non-legal section of a local newspaper, and public comments will be received by the Department of Urban Redevelopment.

VIII. ASSESSMENT OF FAIR HOUSING

As soon as is feasible after the start of the public participation process, Department of Urban Development – Grants Division (GAD) makes HUD-provided data and any other supplemental information GAD plans to incorporate into its Assessment of Fair Housing (AFH) available to residents, public agencies and other interested parties. This data, or links to other websites containing this data, will be on the City website.

To obtain the views of the community on AFH-related data and affirmatively furthering fair housing in the City's housing and community development programs, at least one public hearing will be held before the proposed AFH is published for comment.

GAD will publish a Proposed AFH for review and comment by residents, public agencies and other interested parties. The contents of the Proposed AFH will be briefly summarized and its availability is advertised in a newspaper of general circulation, as required by regulation. Copies of the Proposed AFH will be made available to citizens on the City's website, at selected public libraries and a reasonable number of copies are available for free directly from GAD. In addition to the newspaper ad, the availability of the Proposed AFH will be publicized on

the City's website and through social media.

Prior to preparing a Final AFH, GAD will consider any comments or views of residents of the community received in writing or orally at the public hearings. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why will be included in or attached to the Final AFH.

Revising an Accepted AFH

Under federal regulations, the Citizen Participation Plan must specify the criteria the City will use for determining when to revise an accepted AFH.

Guidelines for Revising an Accepted AFH

In compliance with federal requirements, the criteria for revisions to an accepted AFH are when:

- a material change occurs[1];
- upon written notification from HUD specifying a material change that requires the revision.

When a revision due to a material change is required, it will be submitted to HUD within 12 months of the onset of the material change, unless HUD specifies a later deadline. When HUD has provided written notification specifying a material change that requires a revision, HUD will specify a date by which the revision must be submitted.

Whenever a revision to an accepted AFH is proposed, the City will follow the notice and comment process applicable to Annual Action Plan substantial amendments.

If comments or views are received, they will be considered before revising the AFH. If the City deems appropriate, it will modify the proposed revisions. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, will be attached to the revision.

IX. PLAN AMENDMENTS

The level of citizens' participation activities will vary with the scope of the amendment. If the amendment involves a budget change exceeding thirty (30) percent of the annual program budget, and/or changes funding from one eligible activity to another that has not been previously approved by the City Commission, the City shall conduct a public hearing on the amendment and publish the proposed amendment in a local newspaper. The Department of Urban Redevelopment will respond in writing to citizen comments, requests and/or complaints within fifteen (15) working days where practicable. A summary of comments received will be attached to substantial amendments. A thirty (30) day comment period will be allowed before the amendment is implemented.

[1] A material change is a change in circumstances in the city that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances.

For any other amendments not mentioned in the above guidelines, the City Commission may take final action upon request or delegate authorization to the City Manager to amend the CDBG grant and/or Section 108 Loan Guarantee budget.

X. TECHNICAL ASSISTANCE

The Department of Urban Redevelopment staff provides support for all activities. Technical assistance related to participation in the CDBG and Section 108 Loan Guarantee program is available to any interested party during every step of the process. Staff is ready to explain the CDBG and Section 108 Loan Guarantee programs in more detail, review project eligibility, assist with proposal development, and provide information on activities funded in the present or past years. This assistance is available Monday through Friday, 8:00 A.M. to 5:00 P.M., at the Department of Urban Redevelopment, second floor, City Hall. Staff can be reached by phone at 772-467-3183 during these hours.

XI. COMMUNITYWIDE COUNCIL (ADVISORY BOARD)

The City desires to encourage participation of its citizens, especially low and moderate-income residents, in developing and implementing Community Development programs.

Members: The Communitywide Council shall consist of seven (7) regular voting members and up to four (4) alternate members, to be appointed by the City Commission. The regular voting members will consist of four (4) persons of low or moderate income from the CDBG target area and will be residents of federally assisted housing, representatives of community organizations or otherwise eligible for participation in the CDBG program and three (3) members of the community at large. The alternate members shall consist of two persons from each group described above and shall have no voting powers, except to fill the seat of an absent regular voting member and vote in their stead, as required and as defined in City Resolution 10-54.

This will ensure continued involvement of citizens and citizen organizations throughout all stages of the program. All members shall be appointed to serve a two (2) year term. No member shall serve more than two (2) consecutive terms.

Meetings: Meetings of the Communitywide Council shall be held on the second (2^{nd}) Wednesday of the month beginning at 6:00 p.m. in the second floor conference room at City Hall. Meetings shall be held monthly, at least six (6) times each fiscal year.

Responsibilities: The Communitywide Council responsibilities include the review of the City's Community Development Block Grant (CDBG) Program 5-Year Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER), economic development business loan applications, non-profit organizations' grant applications requesting funding, and projects proposed by citizens for staff and City Commission consideration. Additionally, the Communitywide Council will be tasked with the review of citizen complaints with issues surrounding the various programs funded through the CDBG and SHIP programs and assist staff in dealing effectively with individual concerns.

Further, as the City addresses brownfield issues, the Council will provide public review and input on cleanup plans for a variety of projects. The Communitywide Council's areas of interest have been enlarged under the guidance of the new Department of Urban Redevelopment and the Department welcomes comments and suggestions from the public, through the Communitywide Council.

At the November 9, 2011 Communitywide Council meeting, the Council agreed to

serve the City as the State Housing Initiatives Partnership (SHIP) Affordable Housing Action Committee (AHAC). The primary responsibility of the AHAC is to review and assist in the drafting of the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) by providing a venue for public review and comment during their regularly-scheduled meetings. The LHAP is updated once every three years and submitted to the State for review and approval.

XII. CITIZEN COMPLAINTS

Citizens who wish to register a complaint about any CDBG, SHIP or Section 108 Loan Guarantee program activity may do so by writing the Department of Urban Redevelopment, at the following address:

City of Fort Pierce
Department of Urban Redevelopment
100 N. U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3161

Every effort will be made to provide written responses to complaints within fifteen (15) days. If the information requested cannot be provided by this office, if the City's response is not adequate, or if persons wish to object to approval of an application, citizens may contact the HUD Jacksonville, Florida area office at the address below:

U. S. Department of Housing and Urban Development
Office of Community Planning and Development
Charles Bennett Federal Building
400 W. Bay Street, Suite 1015
Jacksonville, FL 32202
(904)-232-1777

HUD will consider objections made for the following reasons:

- The applicant's description of needs and objectives is plainly inconsistent with the available facts and data;
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; or
- The application does not comply with the requirements or applicable law; or
- The application proposed activities which are otherwise ineligible.

Such objections should include both an identification of the requirements not met and the data upon which the persons rely. Although HUD will consider objections submitted at any time, such objections should be submitted within thirty (30) days of the publication of the notice that the application has been submitted to HUD. In order to insure that objections submitted will be considered during the review process, HUD will not approve an application until at least forty-five (45) days after receipt of an application.

XIII. CERTIFICATIONS

The City of Fort Pierce shall submit certifications to HUD each program year in accordance with the Housing and Community Development Act of 1974, as amended, and the Housing and Community Development (HCD) Act of 1987.

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XIV. EFFECTIVITY

This amended Plan shall be effective **September 23, 2022**; all provisions concerning citizen involvement in implementing and assisting the program apply to activities that are ongoing as of this date, as well as to all future activities.

This Plan shall remain in effect until all Community Development Block Grant or Section 108 Loan Guarantee activities are completed, or until a new Citizens Participation Plan supersedes it.

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CITIZEN PARTICIPATION PLAN

Grants Administration Division

HUD MONITORING REQUIREMENT 1

- **Participation of local and regional institutions in the development of the Consolidated Plan; Participation by residents of public and assisted housing**
- **Corrective Action Taken:** Since the monitoring, the Grants Division has amended the Citizen Participation Plan to reflect the statute requirement.

REQUIREMENT 1:PARTICIPATION OF ORGANIZATIONS

The City also encourages the participation of local and regional institutions, Continuums of Care, and other organizations, including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations in the process of developing and implementing the AFH, the Consolidated Plan and the Annual Action Plan.

HUD MONITORING REQUIREMENT 2

Revisions to the Assessment of Fair Housing

- **Corrective Action:** The Grants Division has amended the Citizen Participation Plan to include the following language regarding revision of the Assessment of Fair Housing

REQUIREMENT 2: GUIDELINES FOR REVISING AN ACCEPTED AFH

In compliance with federal requirements, the criteria for revisions to an accepted AFH are when:

- a material change occurs;
- upon written notification from HUD specifying a material change that requires the revision.

When a revision due to a material change is required, it will be submitted to HUD within 12 months of the onset of the material change, unless HUD specifies a later deadline. When HUD has provided written notification specifying a material change that requires a revision, HUD will specify a date by which the revision must be submitted.

Whenever a revision to an accepted AFH is proposed, the City will follow the notice and comment process applicable to Annual Action Plan substantial amendments.

If comments or views are received, they will be considered before revising the AFH. If the City deems appropriate, it will modify the proposed revisions. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, will be attached to the revision.

PUBLIC COMMENTS

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

Meeting Date: 11/07/2022

Re: Conditional Use- Telecommunications Tower- 1601 N 25th Street- 2404-608-0095-050-9

SUBJECT:

Quasi-Judicial Hearing continued from September 19, 2022 - Review and approval of an application for a Conditional Use submitted by Tillman Infrastructure, Inc and applicant Telsula Morgan to build a 160-foot monopole communication tower at 1601 N. 25TH Street Fort Pierce FL 34957. Parcel ID: 2404-608-0095-050-9

SUMMARY:

- The applicant is seeking a Conditional Use with New Construction & Design Review approval to construct a telecommunications tower at 1601 N 25th Street.
- The structure that is proposed is a one hundred and sixty (160) foot slim pole communications tower. The property is zoned C-3, General Commercial with a Future Land-Use of RM, Medium Density Residential.
- The property is located at the northwest corner of 25th Street and Avenue O. The surrounding uses are medium density residential to the north, south and west and commercial to the east.
- The applicant will provide an eight (8) foot tall wood fence that will shield the site from the right of way and from nearby properties.
- The pole is designed to have a fall zone so that in the event of structural failure the pole would buckle in on itself and fall and remain on the parent tract.

RECOMMENDATION:

The proposed use offers a provision of a wireless communication tower representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends APPROVAL WITH THE CONDITION that the applicant find a way to use a design that camouflages the pole.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Ryan Altizer, Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report & Supporting Documents
Application Packet & Supporting Documents
Public Notice Certification
Staff Presentation
Applicant Presentation
Applicant Additional Information
Applicant T-Mobile Updated Presentation
Applicant Tillman Updated Presentation
Public Meeting Handouts
Applicant Submittal - Updated Landscape
Petitions submitted by Johnson-Scott, public comment

Form Review

Inbox	Reviewed By	Date
City Manager	Ryan Altizer	09/02/2022 01:35 PM
City Manager	Nick Mimms	09/09/2022 12:41 PM

Form Started By: Ryan Altizer Started On: 09/02/2022 12:16 PM
Final Approval Date: 09/20/2022

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nick C. Mimms. P.E., ICMA-CM, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Ryan Altizer, Planner
RE:	**Conditional Use with New Construction & Design Review** **Telecommunications Tower** **1601 N 25TH Street**
BOARD DATE:	September 19, 2022

STAFF REPORT

Owner:	Alvin Miller 4200 Enchanted CT Nashville, TN 34947
Applicant:	Tillman Infrastructure, Inc 152 W 57TH Street, 27th floor New York, New York 10019
Applicant's Request:	Approval of a Conditional Use with New Construction to build a 160-foot Monopole tower with a 60' x 60' compound
Location(s):	1601 N 25th Street
Parcel ID:	2404-608-0095-050-9
Future Land Use:	Medium Density Residential (RM)
Current Zoning:	General Commercial (C-3)

Surrounding FLU:

North	East	South	West
RM	GC	RM	RM

Surrounding Zoning:

North	East	South	West
Medium Density Residential (R-4)/C-3	C-3	R-4	R-4

Utilities: FPUA

Request

The applicant is seeking a Conditional Use with New Construction & Design Review approval to construct a telecommunications tower at 1601 N 25th Street. The structure that is proposed is a one hundred and sixty (160) foot slim pole communications tower. The property is zoned C-3, General Commercial with a Future Land-Use of RM, Medium Density Residential. The communications tower will be located on the vacant part of the parcel. The property is located at the northwest corner of 25th Street and Avenue O. The surrounding uses are medium density residential to the north, south and west and commercial to the east.

The applicant will provide an eight (8) foot tall wood fence that will shield the site from the right of way and from nearby properties. The tower itself will provide one antenna for T-Mobile as well as a T-Mobile support structure. According to the plans the tower has the capacity to support additional antenna. The pole is designed to have a fall zone so that in the event of structural failure the pole would buckle in on itself and fall and remain on the parent tract.

Future Land Use and Zoning
The 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.

With regard to zoning, the subject site is located within the C-3 district, which is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Conditional Use
As stated in City Code Section 125-76, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Planning Board Recommendation
The Planning Board, at their meeting on August 8, 2022, voted unanimously to recommend Approval of the request with the condition that the applicant try to find a way to use a design that camouflages the pole (i.e. a flag pole or a tree design).

Staff Recommendation
The proposed use offers a provision of a wireless communication tower representing a limited commercial use that is compatible with the surrounding neighborhood and is

generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL WITH THE CONDITION** that the applicant find a way to use a design that camouflages the pole**.**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Members of the City of Fort Pierce Planning Board
THROUGH:	Vennis Gilmore, Senior Planner/Planner Supervisor
FROM:	Ryan Altizer, Planner
RE:	**Conditional Use with New Construction & Design Review** **Telecommunications Tower** **1601 N 25TH Street**
BOARD DATE:	August 8th, 2022

STAFF REPORT

Owner:	Alvin Miller 4200 Enchanted CT Nashville, TN 34947
Applicant:	Tillman Infrastructure, Inc 152 W 57TH Street, 27th floor New York, New York 10019
Applicant's Request:	Approval of a Conditional Use with New Construction to build a 160-foot Monopole tower with a 60' x 60' compound
Location(s):	1601 N 25th Street
Parcel ID:	2404-608-0095-050-9
Future Land Use:	Medium Density Residential (RM)
Current Zoning:	General Commercial (C-3)

Surrounding FLU:

North	East	South	West
RM	GC	RM	RM

Surrounding Zoning:

North	East	South	West
Medium Density Residential (R-4)/C-3	C-3	R-4	R-4

Utilities: FPUA

Request

The applicant is seeking a Conditional Use with New Construction & Design Review approval to construct a telecommunications tower at 1601 N 25th Street. The structure that is proposed is a one hundred and sixty (160) foot slim pole communications tower. The property is zoned C-3, General Commercial with a Future Land-Use of RM, Medium Density Residential. The communications tower will be located on the vacant part of the parcel. The property is located at the northwest corner of 25th Street and Avenue O. The surrounding uses are medium density residential to the north, south and west and commercial to the east.

The applicant will provide an eight (8) foot tall wood fence that will shield the site from the right of way and from nearby properties. The tower itself will provide one antenna for T-Mobile as well as a T-Mobile support structure. According to the plans the tower has the capacity to support additional antenna. The pole is designed to have a fall zone so that in the event of structural failure the pole would buckle in on itself and fall and remain on the parent tract.

Future Land Use and Zoning

The 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.

With regard to zoning, the subject site is located within the C-3 district, which is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Conditional Use

As stated in City Code Section 125-76, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Staff Recommendation

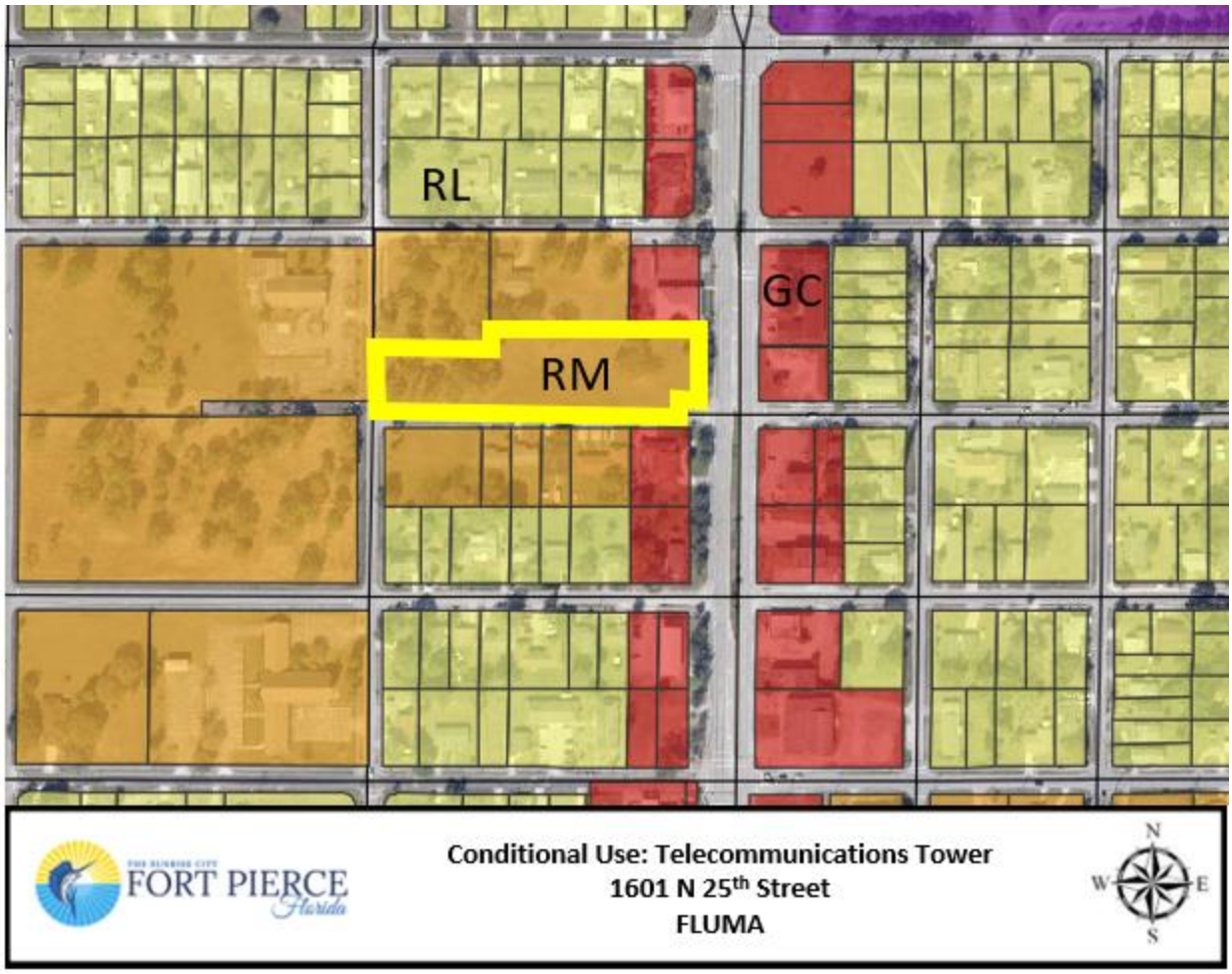
The proposed use offers a provision of a wireless communication tower representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL**.

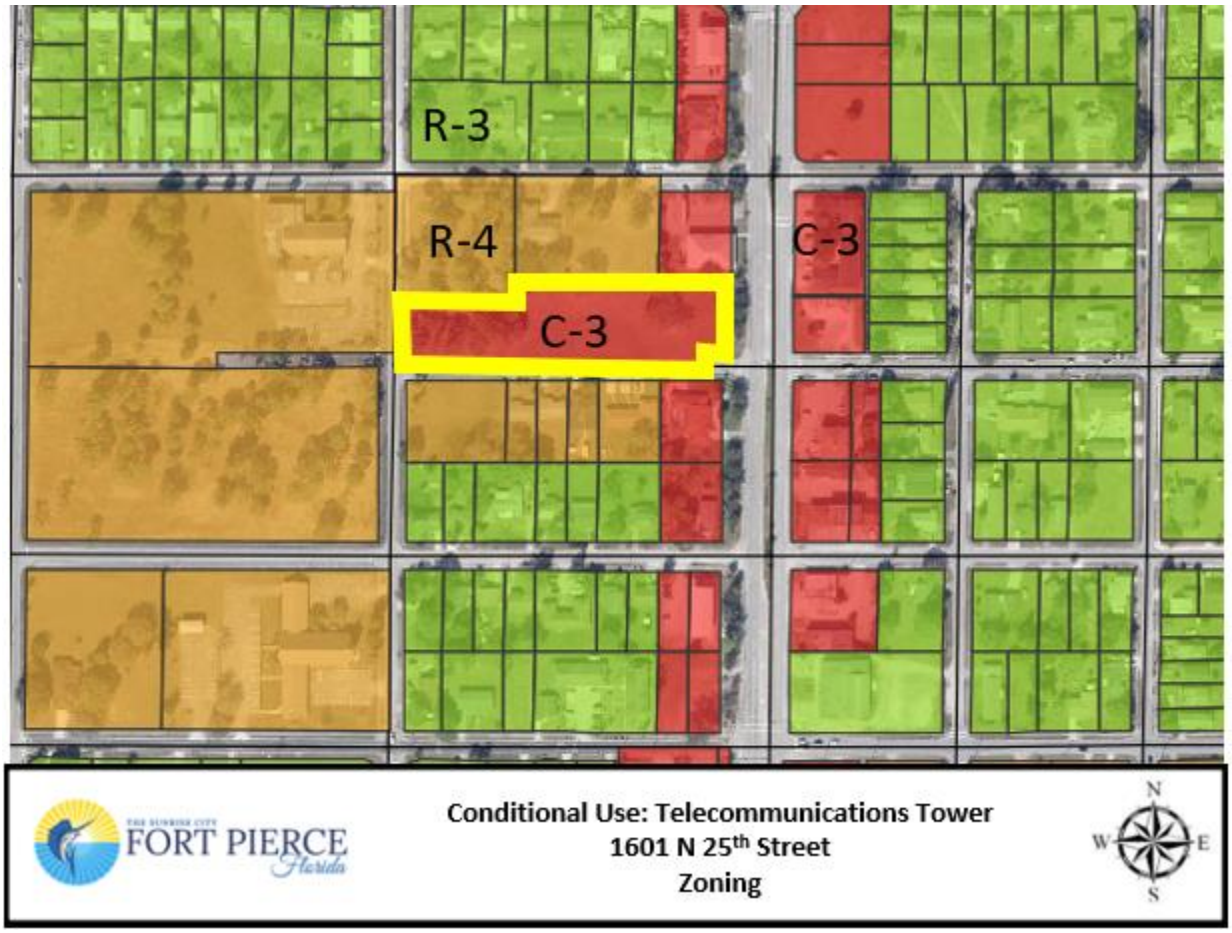


FORT PIERCE
Florida

Conditional Use: Telecommunications Tower
1601 N 25th Street
Aerial Map

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RL
GC
RM
FORT PIERCE
Florida
Conditional Use: Telecommunications Tower
1601 N 25th Street
FLUMA
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R-3
R-4
C-3
C-3
THE SUNRISE CITY
FORT PIERCE
Florida
Conditional Use: Telecommunications Tower
1601 N 25th Street
Zoning
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

May 17, 2022

Bill Weiland, Project Manager
152 West 57th Street
New York, NY 10019

Subject: **Telecommunication Towers - Fort Pierce Application**

Dear Applicant,

Below please find a summary of the comments for the City of Fort Pierce TRC meeting:



Fort Pierce Planning Department

1. Provide an affidavit from the property owner of applicant acknowledging acceptance of the requirements of Section 125-365.
2. Provide a lease agreement demonstrating that one or more telecommunication carriers intend to locate wireless communication antenna on the proposed antenna support structure.
3. Provide an affidavit from the applicant documenting the specific number of antennas the proposed support structure is designed to carry.
4. Prior to issuance of a certificate of completion, the applicant shall document liability coverage in an amount satisfactory to the department as reasonable commensurate with the nature of the structure.
5. A hedge at least six feet high shall be maintained along the entire length of the perimeter, with a tree placed every 30 linear feet, with the width of the landscaping strip not to exceed 10 ft. Existing landscaping, vegetation or intervening buildings or permanent structures may be substituted in place of the landscaping otherwise required for new approval, providing there is a determination that the screening is equivalent.
6. Note that all fees for advertising, mailing, and signs shall be paid upfront with the application fees. These fees can be found on the City website under the Planning Departments page under "*Public Notice Fee*".

Fort Pierce Engineering Department

Fort Pierce Code Enforcement Division

Fort Pierce Building Department

Fort Pierce Police Department

Fort Pierce Utility Authority

St. Lucie County Public Works

Florida Department of Transportation (FDOT)

FORT PIERCE
PLANNING DEPARTMENT
Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location 1601 N 25th St, Fort Pierce, FL 34947

Parcel ID #(s) 2404-608-0095-050-9

Project description 160' Monopole tower with a 60'x60' compound

Application Type

☒ Site Plan ■ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 3600 Site Acreage: 2.19

Residential: Proposed Units: N/A Proposed Sq. Ft.: N/A Site Acreage: N/A

Alvin Miller	Bill Weiland, Project Manager, Tillman
Property Owner(s)	**Applicant/Representative, Title, Company**
4200 Enchanted CT	152 West 57th Street
Street Address	Street Address
Nashville TN 34947	New York NY 10019
City State Zip	City State Zip
615-473-3179	770-289-9766
Phone Number	Phone Number
radicalsophet@hotmail.com	wweiland@tillmaninfrastructure.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/571/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees

Pre-Application Meeting
Wednesday Afternoon

⇩

Application Intake Meeting
Call or e-mail to schedule

⇩

Technical Review Committee
3rd Thursday

⇩

Planning Board
2nd Monday

⇩

City Commission
1st & 3rd Monday

Site Plan submittal requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- ☐ Complete application
- ☐ Warranty Deed
- ☐ SLC Property Record Card
- ☐ Detailed project description
- ☐ General location map (see Section 125-313)
- ☐ Survey (see Section 125-313)
- ☐ Site Plan (see Section 125-313)
- ☐ Landscaping Plan (see Section 123-37)
- ☐ Conceptual Drainage Plan (see Section 125-313)
- ☐ Environmental Impact Report
- ☐ Beach/Dune System protection plan, if applicable (see Section 125-313)
- ☐ Lighting Plan (see Section 125-313)
- ☐ Design Review submittals (see Design Review application)
- ☐ Traffic Impact Report
- ☐ Concurrency Review submittals (see Concurrency Review application)

FORT PIERCE
PLANNING DEPARTMENT
Florida

DESIGN REVIEW

Property Information

Property address or Location 1601 N 25th St, Fort Pierce, FL 34947

Parcel ID #(s) 2404-608-0095-050-9

Project description 160' Monopole tower with a 60'x60' compound

Alvin Miller	Bill Weiland, Project Manager, Tillman
Property Owner(s)	**Applicant/Representative, Title, Company**
4200 Enchanted CT	152 West 57th Street
Street Address	Street Address
Nashville TN 34947	New York NY 10019
City State Zip	City State Zip
615-473-3179	770-289-9766
Phone Number	Phone Number
radicalsophet@hotmail.com	wweiland@tillmaninfrastructure.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

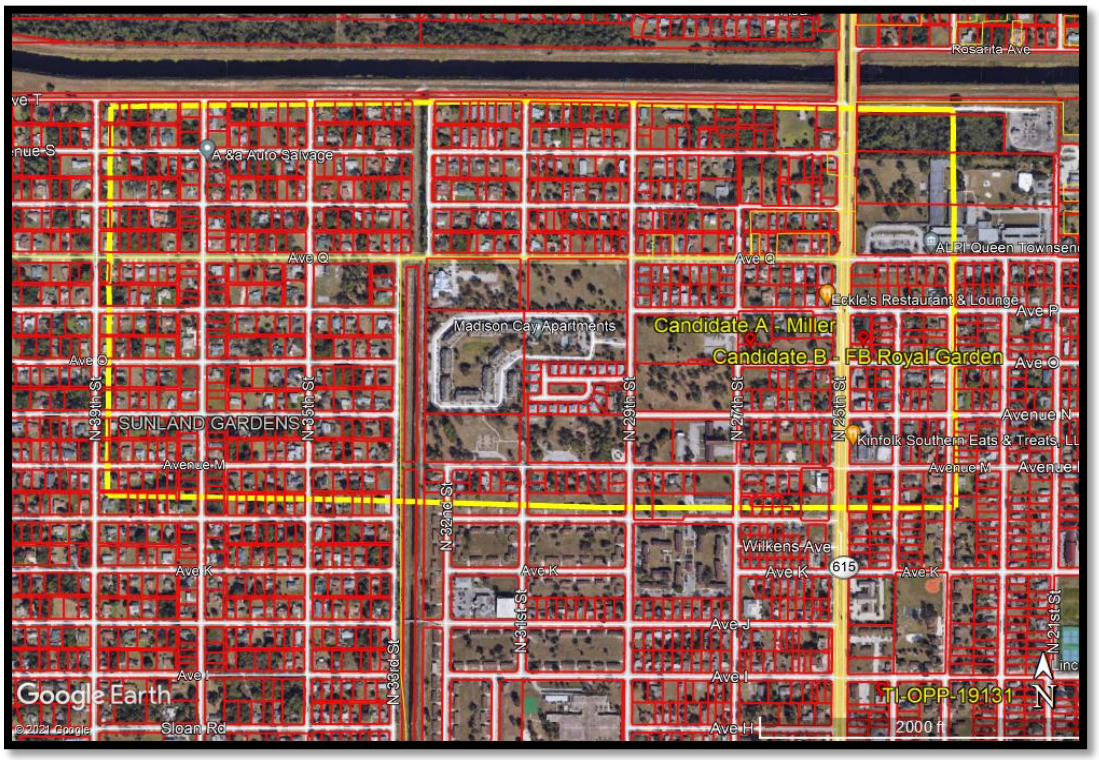
Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

JUSTIFICATION STATEMENT
TMO Site: A2P2303/Tillman ID: TI-OPP-19131
April 7, 2022

On behalf of Tillman Infrastructure, Inc. ("Applicant"), Lewis, Longman & Walker, P.A., is submitting this application for Conditional Use and Site Plan Review to construct a new wireless communications tower for the 2.19-acre site located at 1601 N. 25th Street, in Fort Pierce Florida ("Site"). **See Figure 1.** The Site is zoned C-3, General Commercial, and is currently vacant land. Pursuant to Section 125-187 of the City of Fort Pierce's Code of Ordinances ("City's Code"), antenna support structures are permitted as a conditional use in the C-3 zoning district, if the City Commission, after a public hearing determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in the C-3 Zoning District, other applicable use standards, additional zoning ordinance provisions and other City laws. As demonstrated by the application and supporting documents, the proposed use meets all applicable requirements. The purpose of this document is to provide information about the Applicant's proposed tower, the technical details of the proposal, and the Applicant's efforts to find an appropriate location for the tower siting. The 1601 N. 25th Street location is the ideal location to achieve a strong continuous network for telecommunications providers.

FIGURE 1 – Location Map



Property Address	1601 N. 25th Street, Fort Pierce, Florida
Parcel Control Numbers (PCNs):	2404-608-0095-050-9
Property Owner	Alvin Miller
Lease Area Acreage	0.12 acres/5,250 sq. ft.
Future Land Use (FLU)	General Commercial
Existing Zoning	C-3
Proposed Use	Communication Tower
Impervious Ratio	5.5%

INTRODUCTION

There is an ever-growing consumer demand for wireless products in Florida. Thus, mobile operators are bringing attractive new choices for consumers and new technologies that allow for a richer "high speed" wireless experience. As the demand increases for mobile phones and new telecommunication services, additional towers are required to maintain or improve the quality of service to the public and restore contiguous wireless service. U.S. policy and laws support the growth of wireless networks.

In 1996, the U.S. Congress recognized the important public need for high quality wireless service throughout the U.S. in part through adoption of the Telecommunications Act ("the Act"). In Section 704 of the Act (codified at 47 U.S.C. § 332(c)(7)), Congress "struck a balance between the national interest in facilitating the growth of telecommunications and the local interest in making zoning decisions" over the siting of towers and other facilities that provide wireless services. *360 Communications v. Board of Supervisors of Albemarle County,* 211 F.3d 79, 86 (4th Cir. 2000). While expressly preserving local authority (47 U.S.C. § 332(c)(7)(A)), the Act requires that decisions denying wireless facilities be in writing and supported by substantial evidence (47 U.S.C. § 332(c(7)(B)(iii)). The Act also prohibits localities from adopting regulations that prohibit or have the effect of prohibiting wireless services, or unreasonably discriminate against functionally equivalent providers. 47 U.S.C. §332(c((B)(i). Finally, the Act requires that localities act on applications for approval of wireless facilities within a reasonable period of time. 47 U.S.C. §332(v(7)(B)(ii).

The Applicant, Tillman Infrastructure, LLC, is a privately-held New York based tower company headquartered at 152 W. 57th Street, 27th Floor, New York, New York 10019. The Applicant develops/builds, own, and leases numerous communication towers in the United States. The Applicant is continually seeking to augment its portfolio in order to provide quality antenna site services to wireless operations, who in turn can introduce or improve their network capabilities for the benefit of a communities' residents and businesses. To that end, the Applicant has already entered into a long-term lease agreement with T-Mobile. The Applicant will construct, maintain, and own the proposed facility and will be the Permit holder.

T-Mobile, as a wireless carrier, is committed and mandated by its license to ensure the best coverage and service to the public and private sectors. The proposed Site in the City of Fort Pierce is extremely important in terms of providing coverage to an area that is underserved. The proposed antenna support structure will add capacity to help carriers, like T-Mobile, eliminate poor reception, dropped calls, and missed texts. Therefore, the proposed antenna support structure infrastructure is necessary to ensure that both residents and visitors to the area have access to the service.

SITING SELECTION

Telecommunication towers do not work in isolation and therefore they all contribute to a network. Gaps in coverage create dropped calls and lead to unreliability, which can be unsafe for clients that rely on the service. Moreover, sites are not selected at random and are reliant on factors such as: site conditions, like topography, forecasted client usage patterns, the distance to existing sites, the obstruction of objects (trees & buildings) from one tower to the next, and the ability to lease lands with potential landowners. The Applicant and Radio Frequency Engineers ("RF Engineers") have worked hard to identify an appropriately zoned site to locate this tower within T-Mobile's Targeted Search Area to fill a noticeable gap in service in this geographic area as T-Mobile looks to deploy 5G services nationwide.

Currently, T-Mobile provides 4G services to residential and commercial areas in part of North Fort Pierce by a 150 ft. flagpole tower located at 910 N. 25th Street, Fort Pierce, Florida. T-Mobile currently has antennas located on that tower that are enclosed in a canister. The design of the enclosure is not compatible with deployment of advanced 5G services. The diameter is not sufficient to house the antennas and radios, and there is not active or passive cooling.

In order to utilize the full suite of 5G services, equipment specifications for these technologies requires the installation of radio transceivers or "radios," in close proximity to the antennas. This proximity is important because the transmit/receive components are physically part of the antenna for some 5G antennas, 5G antennas and transceivers will not physically fit in most enclosed unipole and flagpole towers at elevation, and 5G equipment is susceptible to overheating in enclosed unipole and flagpole towers that do not have active or passive cooling.

RF Engineering performed an engineering study, considering multiple objectives, to determine the approximate site, location and antenna height required to best fulfill T-Mobile's noted 5G service objectives within the Targeted Service Area. From this study, RF Engineers identified a "search ring" area where a communication tower facility may be located to provide effective 5G service in the Targeted Service Area. As this is a service coverage site intended to provide seamless coverage in the specific area, the proposed tower must be located within the identified search ring to be able to establish a dominant signal in the Targeted Search Area. **Figure 2** indicates the search ring RF Engineers established for the proposed site.

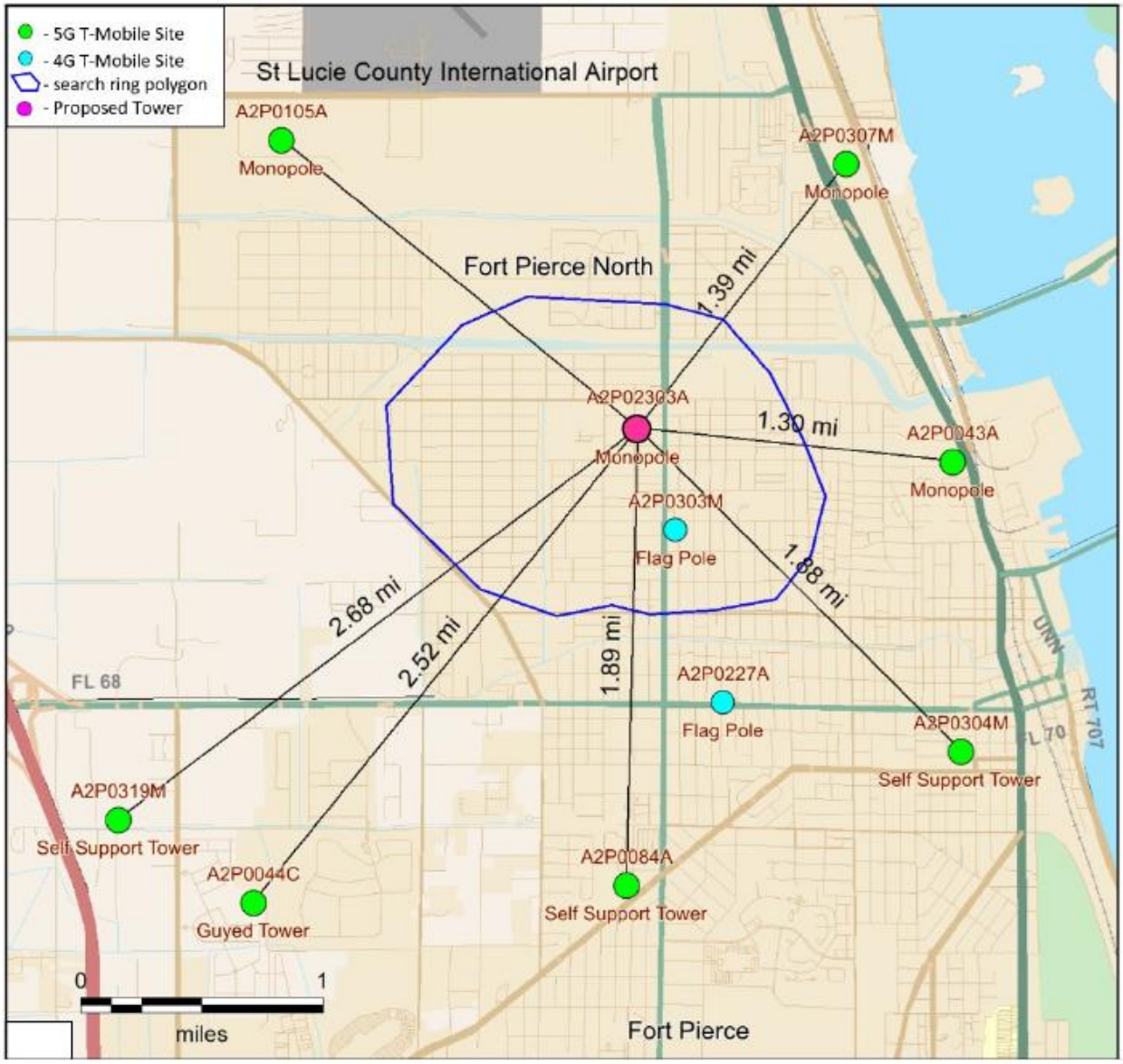


FIGURE 2 – SEARCH RING

Based on the investigation into strength signal at the location where towers are needed to deploy a successful network, it was determined that the area surrounding N. 25th Street is in need of new wireless infrastructure in order to support the requirements for improved service and additional mobile service providers. **See Figure 3.** This is given its location within the context of other existing and proposed communication towers and other antenna locations, as well as existing and proposed residential dwellings. Additionally, the existing telecommunication installations within the search area revealed that there are no existing structures of sufficient height or than can be upgraded to meet the 5G network requirements within the search ring radius. While there are other wireless communications facilities nearby, expansion of these facilities is limited by ground space and tower capacity. The design of the tower enclosures is not

compatible with deployment of advanced 5G services. Further, the diameter is not sufficient to house the antennas, radios and there is no active or passive cooling. Accordingly, the construction of the proposed telecommunications tower will be an integral component of T-Mobile's network in its FCC licensed areas throughout the state. By placing a tower on the proposed site, the network coverage will be improved, reliable and potentially safer for cellular phone users in the area. **See Figure 4.**

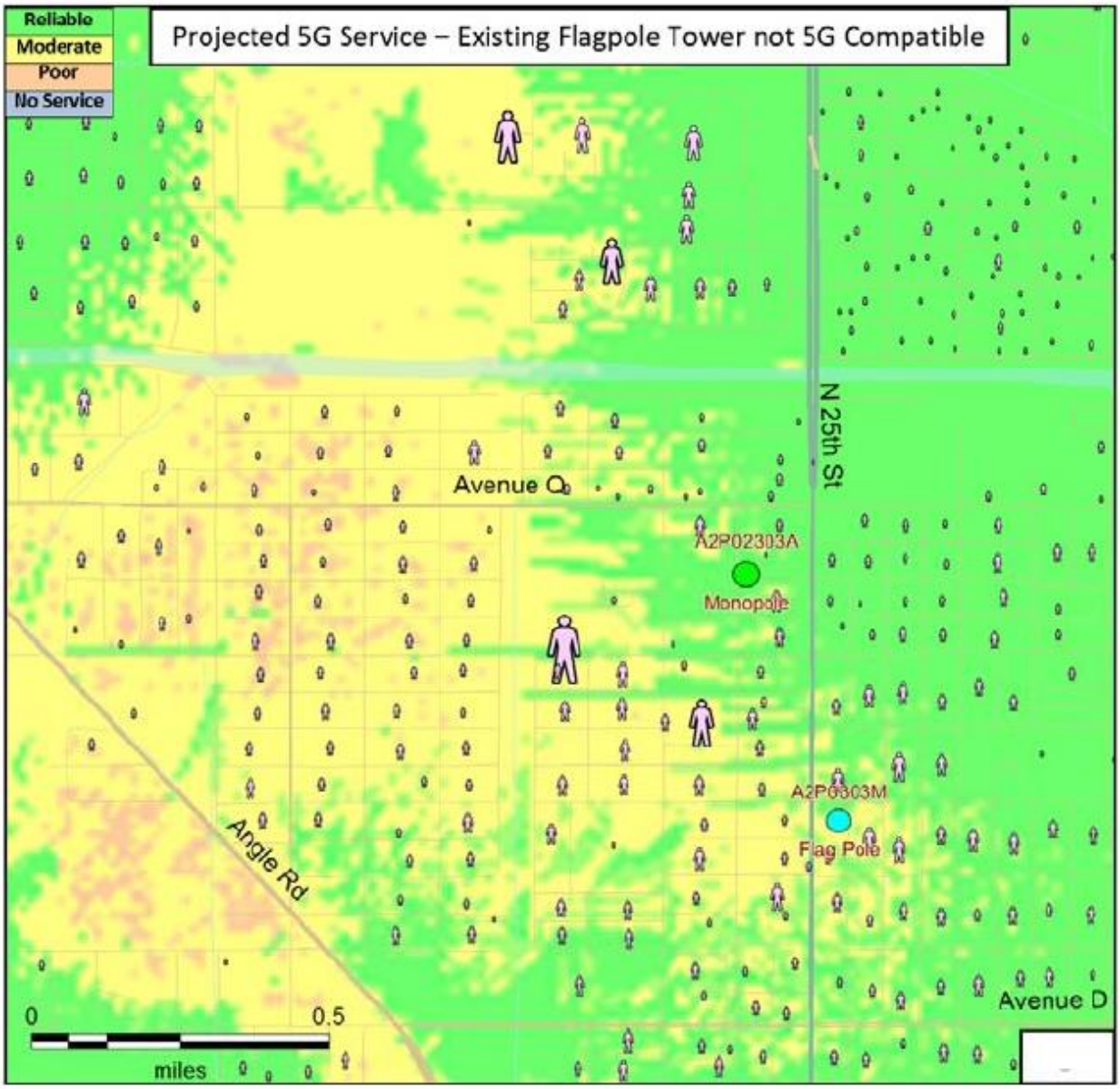


FIGURE 3– EXISTING 5G COVERAGE NEED

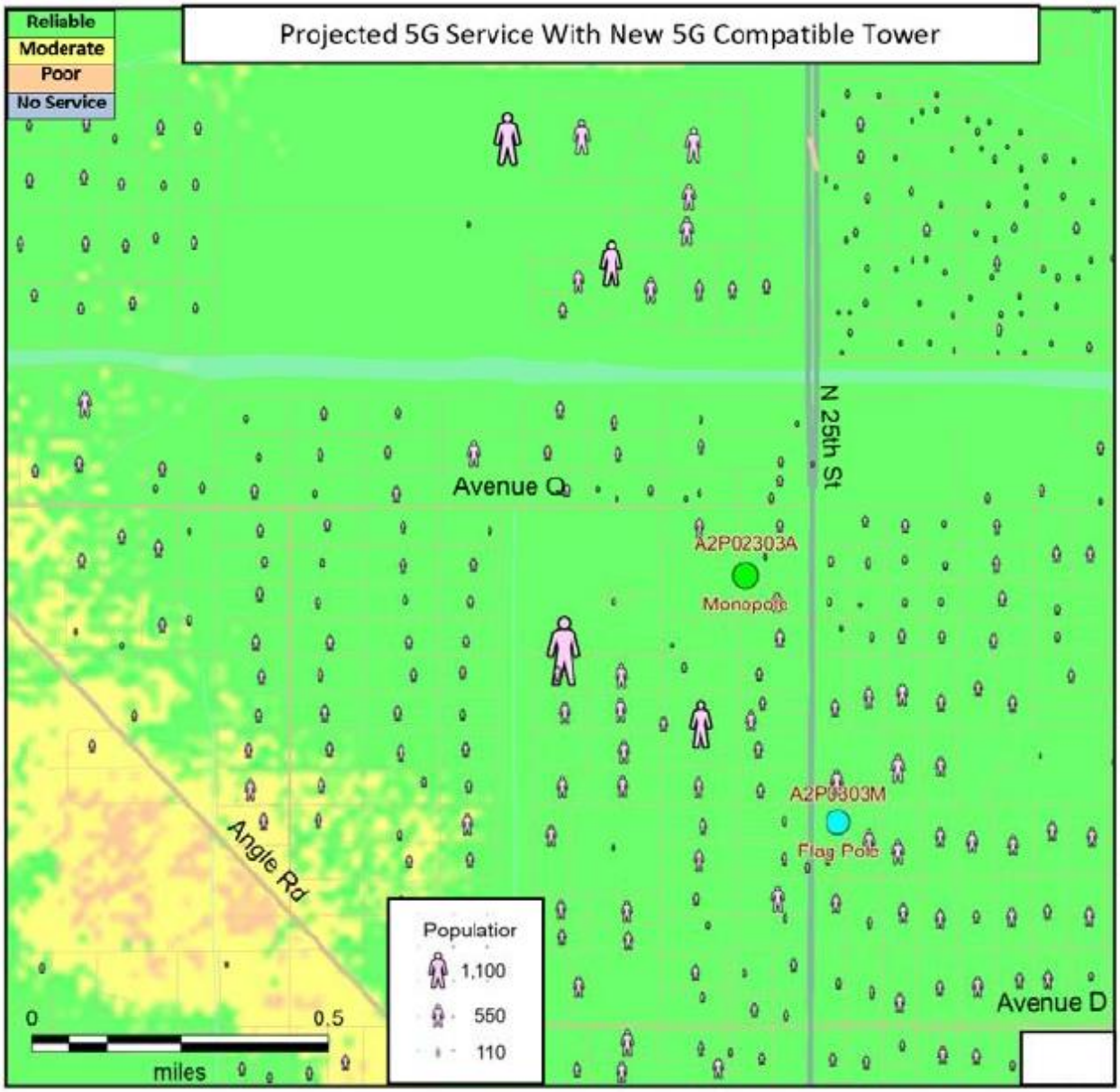


FIGURE 4 – 5G COVERAGE WITH PROPOSED MONOPOLE TOWER

After speaking with the City's Planning staff and listening to their concerns regarding the proposed site, the Applicant considered City-owned properties within the City of Fort Pierce to place the proposed communication tower. The only City-owned parcels within the search ring which were large enough to site the proposed 160 ft. monopole communications tower were two parcels which comprise Pioneer Park. After further discussions with the City Planning staff, these parcels were rejected from consideration by City Planning staff. Therefore, 1601 N. 25th Street remains the most suitable location to achieve a strong continuous 5G network for the Applicant's proposed communication tower.

The Applicant strongly supports co-location on existing towers and structures. The use of existing structures minimizes the number of new towers requested in any given area and is generally a more cost-effective way of doing businesses. However, tower infrastructure is a finite resource and over time most towers reach their engineered maximum. Unfortunately, there are no pre-existing towers that would work for co-location and given the low average height of structures in the search area, a rooftop installation is also not viable. Accordingly, the Applicant has designed the proposed tower to support and accommodate additional carriers**.**

The Applicant proposes to build a communication tower will accommodate at least three providers, in order to promote co-location. At this time, it is unknown how many antennas the proposed antenna support structure will be designed to carry as a structural analysis will need to be completed each time a new carrier is added to the tower. Currently T-Mobile is the only carrier that has committed to use the proposed antenna support structure. T-Mobile is expected to utilize between 9-12 antennas. The Applicant has provided notice to other telecommunication carriers with potential interest in co-location on the proposed antenna support structure and will provide co-location at a reasonable market rate. The construction of the proposed antenna support structure which permits co-location will eliminate the need for any additional communication towers within the surrounding area.

SITE CHARACTERISTICS

The undeveloped Site is located on the corner of N 27th St. and Avenue O. The site can be further identified as Parcel ID #2404-608-0095-050-9. The proposed area to be disturbed during construction is 3,600' (60' x 60' Lease Area). The site is surrounded by R-4 zoning on three sides. The areas to the north and south are zoned R-4 and are comprised of vacant lots. To the west across N 27th Street there is a church, the House of God Church. This property is zoned R-4. The closest residential structure is 178' to the southeast of the proposed tower location. N 25th Street is to the east of the property with a vacant parcel directly across N 25th Street. **See Figure 5.**

The surrounding topography is flat with a few trees in the surrounding area. There are trees located on a parcel to the north. There are no trees on the parcel to the east. To the west there is very little tree coverage and to the south the tree coverage is minimal. The location where the tower is proposed has trees located on it and the Applicant plans to keep the trees that are not within the lease area. The proposed access easement will come off N 27th Street facing the House of God Church's parking lot.



FIGURE 5 – PROPOSED SITE AND SURROUNDING PROPERTIES

C-3 Zoning District	REQUIRED BY CODE	PROPOSED	
Minimum Lot Area, Width and Depth	a. The minimum lot area shall be 10,000 sq. ft. b. The minimum lot width shall be 70 ft. c. The minimum lot depth shall be 90 ft.	a. 25,200 sq. ft. b. 120 ft. c. 210 ft.	
Setbacks	a. The minimum depth of the front yard will be 25 ft.	a. 85 ft. front yard.	

	The minimum yard depth, if not the front yard, for portions of the property abutting a right-of-way or residential district shall be 15 ft.	b. 60 ft. side yard. c. 525 ft. rear yard.	
Lot Coverage	Buildings shall not cover more than 60 percent of the lot area	5.49%	
Building Height	No building shall exceed a height of 65 ft. above grade, except that multifamily developments in accordance with the requirements of the R-5 zone may be approved.	160 ft. monopole tower	
Parking	Upon receipt of an application of a use for which no parking ratio is established, the planning director is authorized to apply the parking ration that applies to the most similar use or	The Applicant proposes to provide one parking space at the tower, as no outside visitors will be frequenting the site. The parking space will be utilized	

	establish a different minimum parking requirement on the basis of parking data required by the Applicant and the Planning Department.	for maintenance purpose only.	

STANDARDS OF REVIEW

Pursuant to Section 125-361(d), the City shall consider and weigh the aesthetic impact and compatibility issues of the proposed antenna structure with the public benefit derived from having an efficient and reliable wireless communications system when determining whether or not to approve the application. Consideration shall be based upon these factors:

(1) Height of the proposed antenna support structure.
(2) Proximity of the antenna support structure to residential structures and residential district boundaries.
(3) Nature of uses on adjacent and nearby properties.
(4) Surrounding topography.
(5) Surrounding tree coverage and foliage.
(6) Design of the antenna support structure, with particular attention to design characteristics which have the effect of reducing or eliminating visual obtrusiveness, to the extent reasonably possible.
(7) Proposed ingress and egress.
(8) Availability of suitable existing antenna support structure and other structures. No new antenna support structure may be permitted unless the applicant demonstrates to the city's reasonable satisfaction, that no existing antenna support structures or other suitable structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing antenna support structure or other structure can accommodate the applicant's proposed antenna may consist of any of the following:
    a. No existing antenna support structure or other suitable structures are located within the geographic area required to meet the applicant's engineering requirements;
    b. Existing antenna support structures or other suitable structures are not of sufficient height to meet applicant's requirements;
    c. Existing antenna support structures or other suitable structures are no of sufficient structural strength to support the applicant's proposed antenna related equipment;
    d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing antenna support structure or other suitable structure, or the

antenna on the existing antenna support structure would cause interference with the applicant's proposed antenna;

e. The fees, cost or contractual provisions required by the applicant in order to share an existing antenna support structure or other structure or to adapt such structure for sharing are unreasonable. Costs exceeding a new antenna support structure are presumed to be unreasonable.
f. The applicant demonstrates that there are other limiting factors that render existing antenna support structures or other structures unsuitable.

The Applicant provided a Propagation Study prepared by a Professional Engineer, licensed in the State of Florida, to justify the need to construct the Tower. RF Engineering provided coverage predictions showing a lack of adequate coverage in the target area without the proposed site. The Study confirmed that there are no other viable alternative sites that will provide the coverage required by T-Mobile. Additionally, RF found that there are no existing antenna support structures or other suitable structures within T-Mobile's search area to meet T-Mobil's engineering requirements. If the Site is not permitted, would cause issues with T-Mobile's existing network.

The undeveloped Site is located on the corner of N 27th Street and Avenue O. It is currently designed with a land use of C-3, General Commercial within the City of Fort Pierce, Florida. Per Section 125-187 of the City's Code, telecommunication facilities are allowed as a conditional use for antenna support structures. Therefore, the Applicant's proposal to construct a 160 ft. monopole tower is an allowed conditional use in the C-3 zoning district upon approval by the City Commission.

Monopoles towers are one of the least intrusive and easiest communication towers to erect, making them one of the most popular structures in the wireless communication industry. The monopole tower is a single sleek tubular tower with antennas mounted on the exterior of the facility. **See Figure 6**. Due to monopoles requiring smaller footprints and foundations, and being more aesthetically pleasing, wireless carriers have increasingly turned to these structures to deploy in populated areas.



FIGURE 6

The undeveloped Site upon which the proposed communications tower will sit is surrounded by R-4 zoning on three sides. The areas to the north and south are zoned R-4 and are comprised of vacant lots. To the west across N 27th Street there is a church, the House of God Church. This property is zoned R-4. The closest residential structure is 178' to the southeast of the proposed tower location. N 25th Street is to the east of the property with a vacant parcel directly across N 25th Street.

The surrounding topography is flat with a few trees in the surrounding area. There are trees located on a parcel to the north. There are no trees on the parcel to the east. To the west there is very little tree coverage and to the south the tree coverage is minimal. The location where the tower is proposed has trees located on it and we plan to keep the trees that are not within the lease area. The proposed access easement will come off N 27th Street facing the House of God Church's parking lot.

The proposed tower will not alter the development patterns in the area since the tower is considered as a low traffic generated type of use. There are no significant environmental issues associated with the Applicant's request beyond compliance with the City's Code. The proposed tower would not require water supply or water utilities. Further, no outdoor storage or solid water receptacles would be needed, and the tower would not create or emit any smoke, gas, dust or other air contaminants, noise, odors or vibrations. The construction of the proposed communication tower would not have any significant impacts on air, water or noise quality.

COMPLIANCE WITH SECTION 125-362 OF CITY'S CODE

Article VII, Division 2 of the City's Code identifies the requirements for wireless communication facility siting. The Applicant is proposing to construct a 160' monopole tower. Below outlines the required material to allow approval of the conditional use request per Section 125-362 general requirements for all antenna support structures.

a) Antenna support structures shall be constructed in compliance with all applicable construction building codes, which shall include Electronic and Technological Industry Association standards, as amended.

This site will be constructed to comply with the existing building codes.

b) An antenna support structure may be located on a zoning lot containing other principal uses and may be located within an area smaller than the minimum lot size of the applicable zoning district if the zoning lot within which the antenna support structure is located complies with the applicable minimal lot size for the existing principal use or is a legal nonconforming or grandfathered lot.

The proposed site is located in a C-3 Commercial zoning district and the lot is currently vacant.

c) Unless another section of this article indicates otherwise, the area within which the antenna support structure is located shall be the area subject to the requirements of this section, rather than the entire zoning lot.

This is understood.

d) Antenna support. Structures shall comply with the minimum setback requirements of the underlying zoning district, except that additional setbacks due to height shall not be required. Ground anchors for guyed towers shall meet the minimum setbacks for accessory structures in the underlying zoning district.

The tower will meet the setbacks required by C-3 zoning. The tower will have a 85 ft. front yard setback, a 60-ft. side yard setback, and a 525 ft. rear yard setback. There are no ground anchors or guyed wires for this site.

e) Prior to the issuance of a building permit, the applicant shall provide evidence that the antenna support structure is in compliance with regulatory standards imposed by the FAA.

All FAA regulations have been met.

f) No advertising shall be allowed on the antenna support structure.

This is understood.

g) No signals, lights, or illumination shall be permitted on the antenna support structure unless required by any federal, state, or local agency, or where such lighting or illumination is part of the design of a camouflaged structure.

This is understood and all regulations will be followed.

h) The antenna support structure site (exclusive of guyed anchors where applicable) shall be enclosed within a metal or wood fence or a wall not to exceed eight feet in height. Barbed wire may not be used. This requirement shall not apply to camouflaged structures and may be waived by the administrator for other antenna support structures if the structure is made unclimbable up to a height in excess of 20 feet.

An 8 ft. wooden fence will enclose the location for safety. Barbed wire will not be used.

i) Landscaping shall be provided between an antenna support structure or accessory equipment building and public streets or residential parcels, in accordance with Section 125-314 and as additionally required by the following:

1. If the antenna support structure or accessory equipment building abuts the public right-of-way or residentially developed or zoned property, the antenna support structure or accessory equipment building shall be screened from such abutting use by placing the landscaping along the security fence or wall.

2. If the antenna support structure or accessory equipment building is not immediately abutting a public right-of-way or residentially developed or zoned property, the landscaping shall be provided along the boundaries of the zoning lot between the antenna support structure or accessory equipment building and the public right-of-way or residentially developed or zoned property.

3. A hedge at least six feet high shall be maintained along the entire length of the perimeter, with a tree placed every 30 linear feet, with the width of the landscaping strip not to exceed ten feet. Existing landscaping, vegetation or intervening buildings or permanent structures may be substituted in place of the landscaping otherwise required for new approval, providing there is a determination that the screening is equivalent.

A landscaping plan has been included with the zoning drawings. See L-1

j) The only signage which may be permanently attached to any fence or wall required by this article shall be for the purpose of identifying the party responsible for the operation and maintenance of the facility, its address and telephone number, and security or safety signs.

The only signage for the area will be for required maintenance and safety of the facility.

Should you have any questions or require further information regarding our proposal, please do not hesitate to contact the undersigned.

Sincerely,

/s/ Telsula C. Morgan

Telsula C. Morgan

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4616446 OR BOOK 4320 PAGE 557, Recorded 09/17/2019 11:24:44 AM Doc Tax $665.00

This Document Prepared By and Return to:
Elizabeth Moran
St. Lucie Title Services, Inc.
800 Virginia Ave., Suite 47
Fort Pierce, FL 34982

Parcel ID Number: 2404-608-0095-050/9

Warranty Deed

This Indenture, Made this 13th day of September , 2019 A.D., **Between**
Donald Scott and Gloria M. Johnson Scott, husband and wife

of the County of St. Lucie , State of Florida , **grantors,** and
Alvin Miller

whose address is: 4200 Enchanted Court, Nashville, TN 37218

of the County of Davidson , State of Tennessee , **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:

Begin at the Southeast corner of Tract 48 of Garden City Farms, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida; and run West 660 feet, more or less, to the Southwest corner of said Tract 48; thence run North 120 feet; East 210 feet; North 45 feet; thence East 450 feet to East line of said Tract 48; thence South 165 feet to the Point of Beginning. Less the South 25 feet of the East 100 Feet and less the East 10 feet of the South 165 feet.

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: Elizabeth MORAN
Witness

Printed Name: Kevin Head
Witness

Donald Scott (Seal)
Donald Scott
P.O. Address: 1511 N 25th Street, Fort Pierce, FL 34947

Gloria M. Johnson Scott (Seal)
Gloria M. Johnson Scott
P.O. Address: 1511 N 25th Street, Fort Pierce, FL 34947

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 13th day of September , 2019 by
Donald Scott and Gloria M. Johnson Scott, husband and wife

who are personally known to me or who have produced their Florida driver's license as identification.

ELIZABETH MORAN
MY COMMISSION # FF 955951
EXPIRES: March 6, 2020
Bonded Thru Notary Public Underwriters

Printed Name: Elizabeth MORAN
Notary Public
My Commission Expires: 3/6/2020

Laser Generated by © Display Systems, Inc., 2019 (863) 763-5555 Form FLWD-1

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

Property Identification

Site Address: 1601 N 25th ST
Sec/Town/Range: 05/35S/40E
Parcel ID: 2404-608-0095-050-9
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 16766
Map ID: 24/05N
Zoning: General Co

Ownership

Alvin Miller

4200 Enchanted CT
Nashville, TN 37218



Legal Description

GARDEN CITY FARMS 05 35 40 BEG AT SE COR TRACT 48, TH RUN W 660 FT, TH N 120 FT, TH E 210 FT, TH N 45 FT, TH E 450 FT, TH S 165 FT TO POB-LESS S 25 FT OF E 100 FT AND LESS E 10 FT OF S 165 FT-

Current Values

Just/Market Value:	$83,600
Assessed Value:	$83,600
Exemptions:	$0
Taxable Value:	$83,600

Property taxes are subject to change upon change of ownership.

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

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

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.19
Land Size (SF):	95,550

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Sabre Industries™
INNOVATION DELIVERED

January 24, 2022

Eumie Rosiclair
Project Controls Coordinator
Tillman Infrastructure
299 Market St
Saddle Brook, NJ 07663

RE: Proposed 160' Monopole for TI-OPP-19131, FL

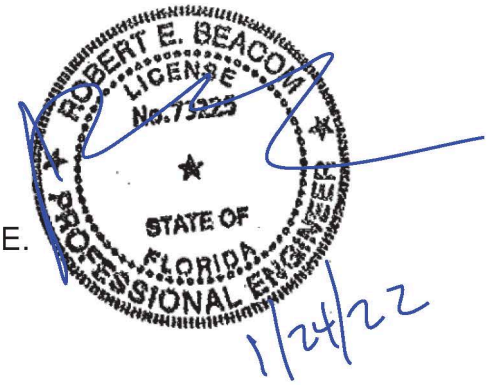
Dear Ms. Rosiclair,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 158 mph with no ice, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. *Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles*. This would effectively result in a fall zone within a 60' x 60' lease area at ground level.

Sincerely,



Robert E. Beacom, P.E., S.E.
Engineering Manager

FFVV-65C-R3-V1



8-port sector antenna, 4x 617-894 and 4x 1695–2690 MHz, 65° HPBW, 3x RET

General Specifications

Antenna Type	Sector
Band	Multiband
Color	Light gray
Grounding Type	RF connector inner conductor and body grounded to reflector and mounting bracket
Performance Note	Outdoor usage
Radome Material	Fiberglass, UV resistant
Radiator Material	Low loss circuit board
Reflector Material	Aluminum
RF Connector Interface	4.3-10 Female
RF Connector Location	Bottom
RF Connector Quantity, high band	4
RF Connector Quantity, low band	4
RF Connector Quantity, total	8

Remote Electrical Tilt (RET) Information

RET Interface	8-pin DIN Female | 8-pin DIN Male
RET Interface, quantity	1 female | 1 male
Input Voltage	10–30 Vdc
Internal RET	High band (2) | Low band (1)
Power Consumption, idle state, maximum	1 W
Power Consumption, normal conditions, maximum	10 W
Protocol	3GPP/AISG 2.0 (Single RET)

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FFVV-65C-R3-V1

Dimensions

Width	640 mm | 25.197 in
Depth	235 mm | 9.252 in
Length	2437 mm | 95.945 in
Net Weight, without mounting kit	56.5 kg | 124.561 lb

Array Layout



Array	Freq (MHz)	Conns	RET (SRET)	AISG RET UID
R1	617-894	1-2	1	ANxxxxxxxxxxxxxxxx1
R2	617-894	3-4		
Y1	1695-2690	5-6	2	ANxxxxxxxxxxxxxxxx2
Y2	1695-2690	7-8	3	ANxxxxxxxxxxxxxxxx3

(Sizes of colored boxes are not true depictions of array sizes)

Port Configuration

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FFVV-65C-R3-V1



Electrical Specifications

Impedance	50 ohm
Operating Frequency Band	1695 – 2690 MHz | 617 – 894 MHz
Polarization	±45°
Total Input Power, maximum	900 W @ 50 °C

Electrical Specifications

Frequency Band, MHz	**617–698**	**698–894**	**1695–1880**	**1850–1990**	**1920–2200**	**2300–2500**	**2500–2690**
Gain, dBi	16	16.3	17.6	18	18.6	18.5	18.6
Beamwidth, Horizontal, degrees	65	63	68	65	61	57	61
Beamwidth, Vertical, degrees	10.2	8.5	5.6	5.4	5.1	4.4	4.1
Beam Tilt, degrees	2–13	2–13	2–12	2–12	2–12	2–12	2–12
USLS (First Lobe), dB	17	19	19	20	22	19	18
Front-to-Back Ratio at 180°, dB	30	33	34	38	36	31	32
Isolation, Cross Polarization, dB	25	25	25	25	25	25	25
Isolation, Inter-band, dB	28	28	28	28	28	28	28
VSWR | Return loss, dB	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0

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PIM, 3rd Order, 2 x 20 W, dBc	-150	-153	-153	-153	-153	-153	-153
Input Power per Port at 50°C, maximum, watts	250	250	200	200	200	200	200

Electrical Specifications, BASTA

Frequency Band, MHz	**617–698**	**698–894**	**1695–1880**	**1850–1990**	**1920–2200**	**2300–2500**	**2500–2690**
Gain by all Beam Tilts, average, dBi	15.5	15.8	17.3	17.7	18.2	18.2	18.2
Gain by all Beam Tilts Tolerance, dB	±0.5	±0.6	±0.3	±0.4	±0.6	±0.4	±0.5
Gain by Beam Tilt, average, dBi	2 ° | 15.4 7 ° | 15.7 13 ° | 15.6	2 ° | 15.7 7 ° | 16.0 13 ° | 15.6	2 ° | 17.2 7 ° | 17.4 12 ° | 17.3	2 ° | 17.7 7 ° | 17.8 12 ° | 17.6	2 ° | 18.0 7 ° | 18.3 12 ° | 18.2	2 ° | 18.1 7 ° | 18.5 12 ° | 18.1	2 ° | 18.1 7 ° | 18.5 12 ° | 18.0
Beamwidth, Horizontal Tolerance, degrees	±4.0	±5.9	±3.1	±3.9	±7	±7	±7.2
Beamwidth, Vertical Tolerance, degrees	±0.6	±1.1	±0.3	±0.4	±0.4	±0.3	±0.3
USLS, beampeak to 20° above beampeak, dB	16	12	14	16	17	15	14
Front-to-Back Total Power at 180° ± 30°, dB	22	22	28	30	27	26	27
CPR at Boresight, dB	15	15	20	22	19	16	23
CPR at Sector, dB	7	7	6	6	5	6	9

Mechanical Specifications

Effective Projective Area (EPA), frontal	0.99 m² | 10.656 ft²
Effective Projective Area (EPA), lateral	0.33 m² | 3.552 ft²
Wind Loading @ Velocity, frontal	1,055.0 N @ 150 km/h (237.2 lbf @ 150 km/h)
Wind Loading @ Velocity, lateral	355.0 N @ 150 km/h (79.8 lbf @ 150 km/h)
Wind Loading @ Velocity, maximum	1,433.0 N @ 150 km/h (322.2 lbf @ 150 km/h)
Wind Loading @ Velocity, rear	1,086.0 N @ 150 km/h (244.1 lbf @ 150 km/h)
Wind Speed, maximum	241 km/h | 149.75 mph

Packaging and Weights

Width, packed	752 mm | 29.606 in
Depth, packed	380 mm | 14.961 in
Length, packed	2590 mm | 101.969 in
Weight, gross	83.2 kg | 183.424 lb

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FFVV-65C-R3-V1

Regulatory Compliance/Certifications

Agency	Classification
CHINA-ROHS	Above maximum concentration value
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system
ROHS	Compliant/Exempted

Included Products

BSAMNT-4	–	Wide Profile Antenna Downtilt Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members. Kit contains one scissor top bracket set and one bottom bracket set.
BSAMNT-M4	–	Middle Downtilt Mounting Kit for Long Antennas for 2.4 - 4.5 in (60 - 115 mm) OD round members. Kit contains one scissor bracket set.

* Footnotes

Performance Note	Severe environmental conditions may degrade optimum performance

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Tillman Infrastructure

May 19, 2022

To Whom It May Concern,

Tillman Infrastructure hereby authorizes Lewis, Longman & Walker, P.A. to act as our agent for the proposed telecommunications tower to be located at 1601 N. 25th Street, Fort Pierce Florida. This consent includes, but it not limited to, the submittal/resubmittal of all applications and required materials and documents, and to attend and represent Tillman Infrastructure at all meetings and public hearings pertaining to the application(s) regarding the proposed telecommunications tower.
If you have any questions regarding this correspondence, please feel free to contact me at lmatthews@tillmaninfrastructure.com or 913-999-0077.

Thank you

Larry Matthews
Senior Site Development Project Manager
Tillman Infrastructure

AFFIDAVIT OF PATRICK KEANE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared, PATRICK KEANE, who after me being first duly sworn, deposes and says:

1. My name is Patrick Keane and I am a competent adult over the age of 18 and a resident of the State of Florida.

2. I currently serve as the Senior Radio Frequency Design Engineer with T-Mobile, Inc.

3. I understand that this Affidavit is being submitted in support of Tillman Infrastructure, Inc.'s ("Applicant") permit application for the construction of an antenna support structure in Fort Pierce, Florida at site TI-OPP-19131.

4. The Applicant and RF Engineers have worked hard to identify an acceptable tower location that will provide improved coverage within T-Mobile's Targeted Search Area as T-Mobile looks to deploy 5G services nationwide.

5. Projected 5G service shows poor signal levels in approximately 3 square miles of Fort Pierce North without a 5G compatible tower.

6. There are no existing structures of sufficient height, or which can be upgraded to meet the 5G network requirements within T-Mobile's search ring radius.

7. There is currently a 150 ft. flagpole tower that is located at 910 N. 25th Street, Fort Pierce, Florida, which provides 4G service to residential and commercial areas in Fort Pierce North with T-Mobile antennas at 135 ft. in elevation. The flagpole design includes canisters that enclose the antennas.

8. The design of the flagpole tower enclosures is not compatible with the deployment of advanced 5G service. The diameter is not sufficient to house the antennas and radios, and there is no active or passive cooling. This precludes the deployment of 5G equipment due to space and operational constraints.

9. The statements made in this Affidavit are true and based upon personal knowledge, and if called as a witness, I could testify competently hereto.

FURTHER AFFIANT SAYETH NAUGHT

PATRICK KEANE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 7th day of APRIL, 2022, by PATRICK KEANE, who is personally known to me or has produced _____ as identification.

DENISE RODRIGUEZ
MY COMMISSION EXPIRES
JULY 18, 2025
#HH 155029
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public - State of Florida
My commission expires: 7/18/25

01628201-1

0 20' 40'

SCALE: 1" = 20'

N 27TH ST
PUBLIC RIGHT-OF-WAY
(ASPHALT PAVED)

TEMPORARY BENCHMARK
NAIL IN CAP (LB 7056)
N: 1138466.14
E: 866357.36
EL: 19.86'

PARCEL NO. 2404-608-0095-040-6
MICHAEL LATIMER
BK. 3838, PG. 2299

N 89°55'54" W 209.91' (M)
N 90°00'00" E 210.00' (R)

EXCEPTION (12)
25' WATER EASEMENT
BOOK 276, PAGE 598

S 00°20'19" W 119.93' (M)
N 00°00'00" W 120.00' (R)

S 61°15'34" E 62.53'

POB
60'x60' LEASE AREA
(3600 SQ. FT. OR 0.083 ACRES)
N: 1138436.08
E: 866412.18

CONCRETE SIDEWALK

15' SETBACK

S 89°39'43" E 60.00'

S 00°20'17" W 30.00'

POB
30' INGRESS/EGRESS &
UTILITY/FIBER EASEMENT
(1650 SQ. FT. OR 0.038± ACRES)
N: 1138436.08
E: 866412.18

S 00°20'17" W 60.00'

POE

N 89°55'56" W 55.00'

CENTER OF TOWER

30.0'

30.0'

N 00°20'17" E 60.00'

N 89°39'43" W 60.00'

WATER LINE

STORM INLET

POC
(5/8" REBAR)
60'x60' LEASE AREA & 30' INGRESS/
EGRESS & UTILITY/FIBER EASEMENT
N: 1138465.89
E: 866567.27

15' SETBACK

PARENT TRACT
PARCEL NO. 2404-608-0095-050-9
ALVIN MILLER
BK. 4320, PG. 557

24" OAK TREE

30" PALM TREE

EXCEPTION (11)
25' EASEMENT/RIGHT-OF-WAY
BOOK 356, PAGE 1575

SANITARY SEWER MANHOLE

15' SETBACK

NAIL IN CAP (LB 7056)
N: 1138346.22
E: 866356.65

5/8" REBAR
N: 1138344.90
E: 866356.38

SANITARY SEWER MANHOLE

AVENUE O
PUBLIC RIGHT-OF-WAY
(ASPHALT PAVED)

WATER VALVE

11/29/21

William H. Sommerville, III
Florida License No. 0006141

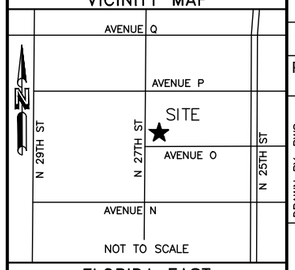
TOWER INFO

CENTER OF TOWER:

LATITUDE: 27°27'50.531" NORTH
LONGITUDE: 80°21'05.599" WEST
(NAD 83)
GROUND ELEVATION: 20.2'
ABOVE MEAN SEA LEVEL (NAVD88)

SITE ADDRESS:
1601 N 25TH ST
FORT PIERCE, FL 34947

VICINITY MAP



FLORIDA EAST

GRID NORTH

GRID TO TRUE NORTH
CONVERGENCE
0°17'

TRUE NORTH TO MAGNETIC
DECLINATION
7.11° W

COMBINED SCALE FACTOR
0.999991860

LEGEND

- ○ = 5/8" REBAR SET
- ● = FOUND PROPERTY MARKER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POE = POINT OF ENDING
- ▲ = CALCULATED POINT
- (R) = REFERENCED INFORMATION
- (M) = MEASURED
- ⊘ = POWER POLE
- ⊞ = FOUND NAIL
- Ⓢ = SANITARY SEWER MANHOLE
- Ⓦ = WATER VALVE
- ✿ = 24-30" PINE TREE
- ⊕ = TEMPORARY BENCHMARK NAIL IN CAP (LB 7056) EL: 19.86'
- ROW = RIGHT-OF-WAY
- op = OVERHEAD POWER

FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone 'X' of the Flood Insurance Rate Map Community Panel No. 12111C0178J, which bears an effective date of FEBRUARY 16, 2012 and IS NOT in a special flood hazard area.
Zone 'X': Areas determined to be outside the 0.2% annual chance floodplain.

A2P2303
TI-OPP-19131
NE 1/4, SEC. 5, T-35-S, R-40-E
SAINT LUCIE COUNTY, FLORIDA

NO.	REVISION	DATE	BY
1	TITLE COMMITMENT	11/29/21	PWK

PROJECT NO.
21-2072

DRAWN BY: BWS
CHECKED BY: PWK
FIELD CREW: BB
APPROVED BY: MKD
DATE: 10/29/21
SCALE: 1" = 20'
SHEET 1 OF 2

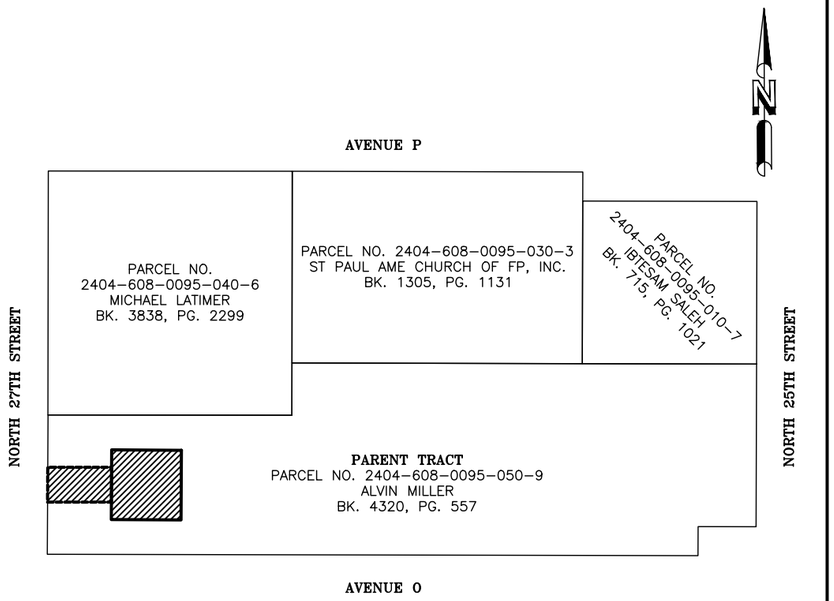
RAWLAND TOWER SURVEY

FOR: HIGH PERFORMANCE SERVICES
111 EAST SAINT PETER STREET
CARENCO, LA 70520

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com

SMW ENGINEERING GROUP, INC.

PARENT TRACT OVERVIEW NOT TO SCALE



SURVEYOR'S NOTES

1. This is a Rawland Tower Survey, made on the ground under the supervision of a Florida Registered Land Surveyor. Date of field survey is October 6, 2021.
2. The following surveying instruments were used at time of field visit: Topcon GM-55 and Topcon Hiper SR G.P.S. receiver, (R.T.K. network capable).
3. Bearings are based on Florida East State Plane Coordinates NAD 83 by GPS observation.
4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
5. Benchmark used is a GPS Continuously Operating Reference Station, PID AJ3239. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
6. This survey was conducted for the purpose of a Rawland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
8. This Survey was conducted in reference to a Commitment for Title Insurance prepared by Old Republic National Title Insurance Company, Commitment No. TFL827061, with an effective date of October 29, 2021 at 8:00 a.m.
9. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
10. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
11. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
12. This survey is not valid without the original signature and the original seal of a state licensed surveyor.
13. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
14. Zoning: (as supplied by client)
    Zoning Jurisdiction: Ft. Pierce
    Zoning District: C-3
    Surrounding Zoning:
        North-R-4
        South-R-4
        East-C-3
        West-R-4
    Setbacks:
        Front: 25'
        Side: 15'

PARENT TRACT (BK 4320, PG 557)

BEGIN AT THE SOUTHEAST CORNER OF TRACT 48 OF GARDEN CITY FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 5, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; AND RUN WEST 660 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT 48; THENCE RUN NORTH 120 FEET; EAST 210 FEET; NORTH 45 FEET; THENCE EAST 450 FEET TO EAST LINE OF SAID TRACT 48; THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING. LESS THE SOUTH 25 FEET OF THE EAST 100 FEET AND LESS THE EAST 10 FEET OF THE SOUTH 165 FEET

60' x 60' LEASE AREA (AS-SURVEYED)

A PORTION OF THE MILLER TRACT DESCRIBED IN BOOK 4320, PAGE 557 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING IN THE SE 1/4 OF THE NE 1/4 OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAINT LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A 5/8" REBAR MARKING A SOUTHWEST CORNER OF SAID MILLER TRACT, HAVING FLORIDA EAST STATE PLANE COORDINATES N: 1138465.89, E: 866567.27; THENCE N 89°55'54" W A DISTANCE OF 209.91 FEET TO A NAIL SET IN A CAP (LB 7056) FOUND IN THE CENTERLINE OF NORTH 27TH STREET, HAVING FLORIDA EAST STATE PLANE COORDINATES N: 1138466.14, E: 866357.36;

THENCE S 61°15'34" E A DISTANCE OF 62.53 FEET TO A 5/8" REBAR SET AND THE POINT OF BEGINNING;
THENCE S 89°39'43" E A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET;
THENCE S 00°20'17" W A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET;
THENCE N 89°39'43" W A DISTANCE OF 60.00 FEET TO A 5/8" REBAR SET;
THENCE N 00°20'17" E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS (3600 SQ. FT.) 0.083 ACRES.

30' INGRESS/EGRESS & UTILITY/FIBER EASEMENT (AS-SURVEYED)

A PORTION OF THE MILLER TRACT DESCRIBED IN BOOK 4320, PAGE 557 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING IN THE SE 1/4 OF THE NE 1/4 OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAINT LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A 5/8" REBAR MARKING A SOUTHWEST CORNER OF SAID MILLER TRACT, HAVING FLORIDA EAST STATE PLANE COORDINATES N: 1138465.89, E: 866567.27; THENCE N 89°55'54" W A DISTANCE OF 209.91 FEET TO A NAIL SET IN A CAP (LB 7056) FOUND IN THE CENTERLINE OF NORTH 27TH STREET, HAVING FLORIDA EAST STATE PLANE COORDINATES N: 1138466.14, E: 866357.36; THENCE S 61°15'34" E A DISTANCE OF 62.53 FEET TO A 5/8" REBAR SET;

THENCE S 00°20'17" W A DISTANCE OF 30.00 FEET AND THE POINT OF BEGINNING OF AN INGRESS/EGRESS & UTILITY EASEMENT BEING 30 FEET IN WIDTH AND LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 89°39'43" W A DISTANCE OF 55.00 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF NORTH 27TH STREET AND THE POINT OF ENDING.

SAID EASEMENT CONTAINS (1650.0 SQ.FT.) 0.038 ACRES, MORE OR LESS. LESS AND EXCEPT THE RIGHT-OF-WAY OF SAID NORTH 27TH STREET.

PLOTTABLE EXCEPTIONS

Old Republic National Title Insurance Company
Commitment for Title Insurance Commitment No. TFL827061
Date October 29, 2021 @ 8:00 am
Schedule B, Section II

Exception No.	Instrument	Comment
1-9,13,&14		Standard exceptions or no recorded information provided. Contain no survey matters.
(10)	Plat Book 2, Page 5	Describes original subdivision of subject tract but contains no easements/encumbrances that affect Lease Area and/or Easement.
(11)	Book 356, Page 1575	Does Not Affect Lease Area and/or Easement.
(12)	Book 276, Page 598	Does Not Affect Lease Area and/or Easement.

SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Florida to the best of my knowledge, information, and belief.

WILLIAM H. SOMMERVILLE III CERTIFICATE NO. LS5007141 STATE OF FLORIDA REGISTERED LAND SURVEYOR

11/29/21

William H. Sommerville, III
Florida License No. 0006141

NO.	REVISION	DATE	BY
1	TITLE COMMITMENT	11/29/21	PWK

PROJECT NO. 21-2072

DRAWN BY: BWS
CHECKED BY: PWK
FIELD CREW: BB
APPROVED BY: MKD
DATE: 10/29/21
SCALE: N/A
SHEET 2 OF 2

RAWLAND TOWER SURVEY

FOR: HIGH PERFORMANCE SERVICES
111 EAST SAINT PETER STREET
CARENCO, LA 70520

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com

SMW ENGINEERING GROUP, INC.

A2P2303
TI-OPP-19131
NE 1/4, SEC. 5, T-35-S, R-40-E
SAINT LUCIE COUNTY, FLORIDA

Sabre Industries™
INNOVATION DELIVERED

Structural Design Report

160' Monopole
Site: TI-OPP-19131, FL

Prepared for: TILLMAN INFRASTRUCTURE, LLC
by: Sabre Industries ™

Job Number: 22-5020-TJH

March 4, 2022

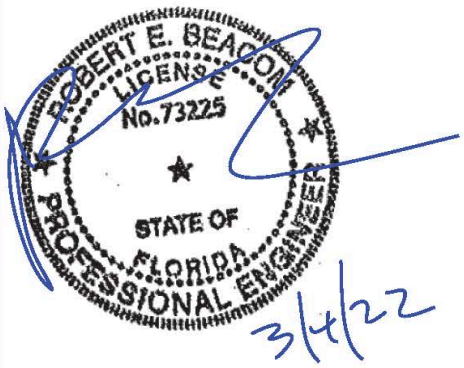
Monopole Profile..... 1

Foundation Design Summary (Option 1)..... 2

Foundation Design Summary (Option 2)..... 3

Pole Calculations..... 4-17

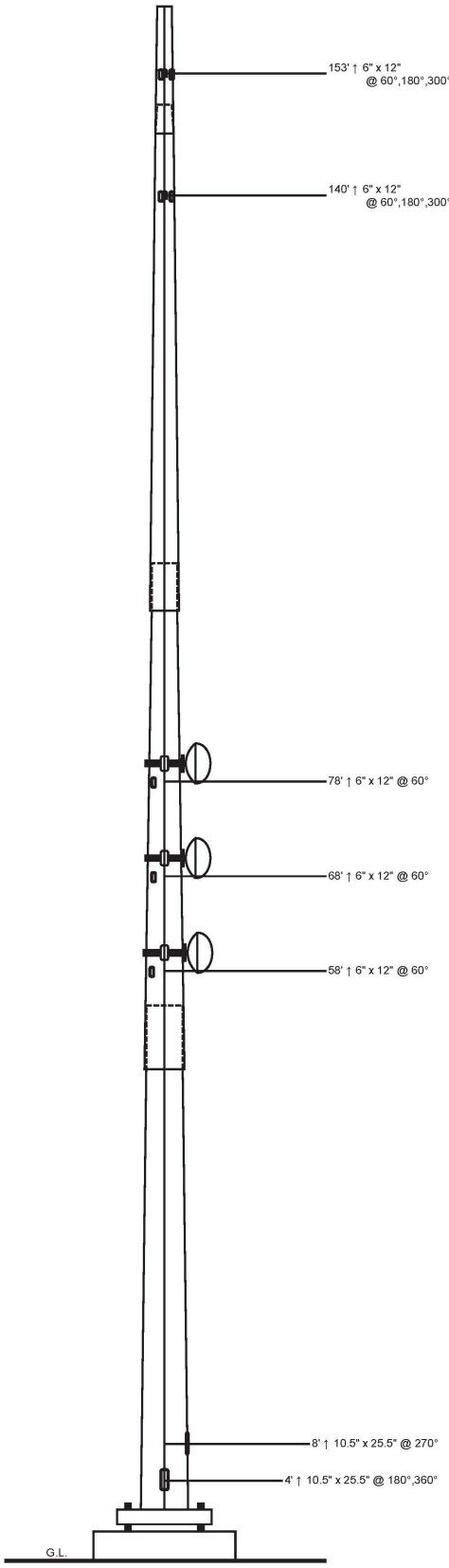
Foundation Calculations..... 18-27



Digitally Signed By Robert Beacom
DN: c=US, st=Texas, l=Alvarado, o=SABRE INDUSTRIES, INC., cn=Robert Beacom, email=rebeacom@sabreindustries.com Date: 2022.03.04 14:14:04

This item has been digitally signed and sealed by Robert Beacom on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Length (ft)	13'-6"	53'-6"	53'-6"	53'-3"
Number Of Sides		18		
Thickness (in)	1/4"	3/8"	7/16"	1/2"
Lap Splice (ft)	A	5' - 0"	6' - 9"	
Top Diameter (in)	17.5"	20.02"	33.2"	45.76"
Bottom Diameter (in)	21.38"	35.39"	46.57"	61.06"
Taper (in/ft)	0.2873			
Grade	A572-65			
Weight (lbs)	829	6365	10934	18107
Overall Steel Height (ft)	159			



Designed Appurtenance Loading

Elev	Description	Tx-Line
155	(1) 278 sq. ft. EPA 6000# (no Ice)	(9) 1 1/4"
143	(1) 208 sq. ft. EPA 4000# (no ice)	(9) 1 1/4"
80	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Dish)	
80	(1) 4' Solid Dish w/ Radome	(1) 1 1/4"
70	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Dish)	
70	(1) 4' Solid Dish w/ Radome	(1) 1 1/4"
60	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Dish)	
60	(1) 4' Solid Dish w/ Radome	(1) 1 1/4"

Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	158 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	0.00 in
Risk Category	II
Exposure Category	B
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	18 ft
Seismic Importance Factor, Ie	1.00
0.2-sec Spectral Response, Ss	0.05 g
1-sec Spectral Response, S1	0.028 g
Site Class	D
Seismic Design Category	A
Basic Seismic Force-Resisting System	Telecommunication Tower (Pole: Steel)

Limit State Load Combination Reactions

Load Combination	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
1.2 D + 1.0 Wo	53.64	57.95	7173.5	14.41	10.93
0.9 D + 1.0 Wo	40.28	57.85	7094.15	14.2	10.77
1.2 D + 1.0 Ev + 1.0 Eh	55.7	1.37	185.96	0.38	0.28
0.9 D - 1.0 Ev + 1.0 Eh	40.92	1.38	185.38	0.38	0.28
1.0 D + 1.0 Wo (Service @ 60 mph)	44.6	7.5	932.14	1.93	1.44

Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	74"	2.5"	68.25"	24	2.25"

Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2906.4	A615-75	Galv

Material List

Display	Value
A	3' - 0"

Notes

1) Antenna Feed Lines Run Inside Pole
2) All dimensions are above ground level, unless otherwise specified.
3) Weights shown are estimates. Final weights may vary.
4) Full Height Step Bolts
5) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2020 Florida Building Code.
6) Tower Rating: 99.7%

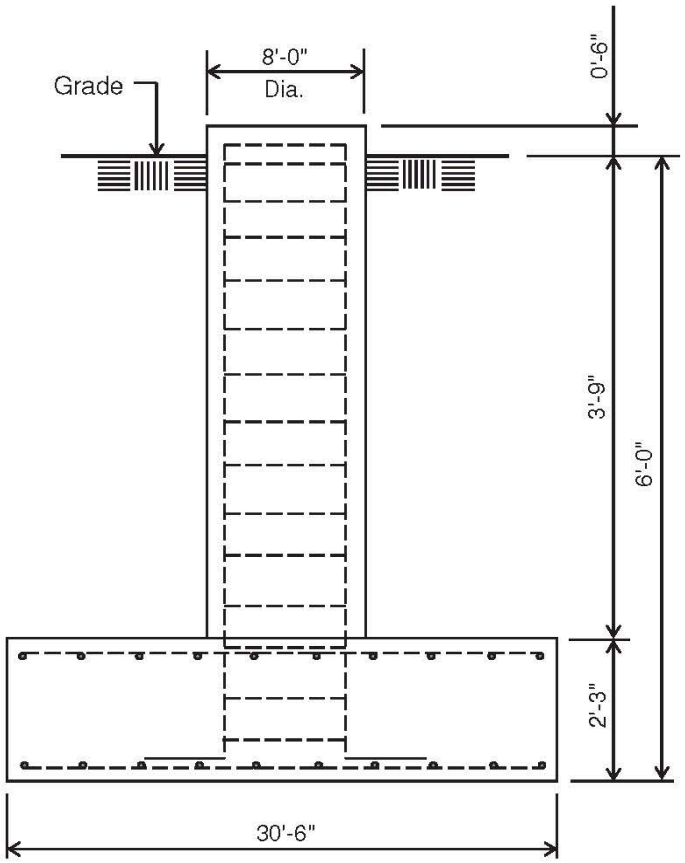
Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

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Job:	22-5020-TJH
Customer:	TILLMAN INFRASTRUCTURE, LLC
Site Name:	TI-OPP-19131, FL
Description:	160' Monopole
Date:	3/4/2022 By: REB

No.: 22-5020-TJH
Date: 03/04/22
By: REB

Customer: TILLMAN INFRASTRUCTURE, LLC
Site: TI-OPP-19131, FL
160' Monopole



ELEVATION VIEW
(85.43 Cu. Yds.)
(1 REQUIRED; NOT TO SCALE)

Notes:

1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
2) Rebar to conform to ASTM specification A615 Grade 60.
3) All rebar to have a minimum of 3" concrete cover.
4) All exposed concrete corners to be chamfered 3/4".
5) The foundation design is based on the geotechnical report by ECA project no. 22-000422, dated: 2/25/22.
6) See the geotechnical report for compaction requirements, if specified.
7) 3.75 ft of soil cover is required over the entire area of the foundation slab.
8) This foundation is designed for an increase in base reactions of 10%.
9) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

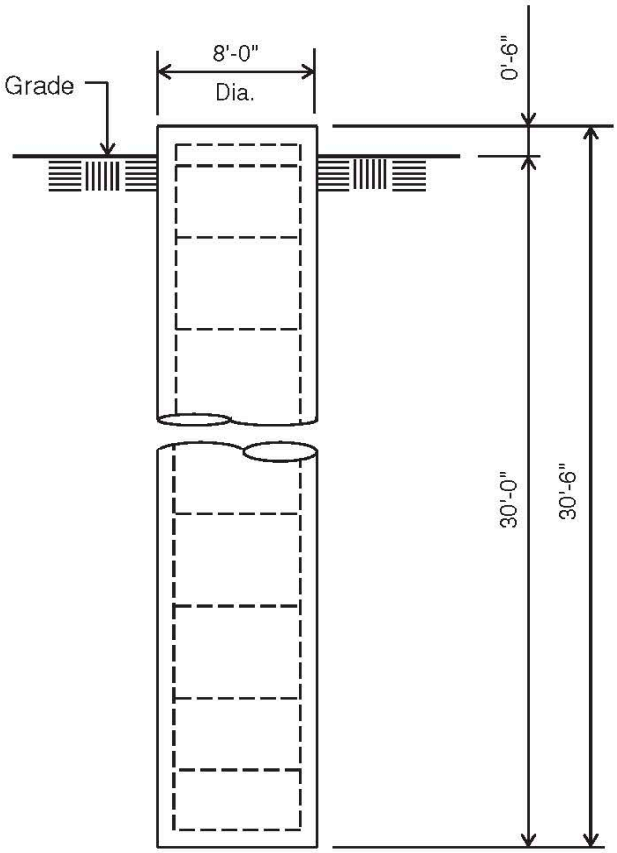
Rebar Schedule for Pad and Pier	
Pier	(50) #11 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(42) #10 horizontal rebar evenly spaced each way top and bottom (168 total)

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7101 Southbridge Drive - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.279.0814

No.: 22-5020-TJH
Date: 03/04/22
By: REB

Customer: TILLMAN INFRASTRUCTURE, LLC
Site: TI-OPP-19131, FL
160' Monopole



ELEVATION VIEW
(56.78 Cu. Yds.)
(1 REQUIRED; NOT TO SCALE)

Notes:

1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
2) Rebar to conform to ASTM specification A615 Grade 60.
3) All rebar to have a minimum of 3" concrete cover.
4) All exposed concrete corners to be chamfered 3/4".
5) The foundation design is based on the geotechnical report by ECA project no. 22-000422, dated: 2/25/22.
6) See the geotechnical report for drilled pier installation requirements, if specified.
7) This foundation is designed for an increase in base reactions of 10%.
8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pier	
Pier	(50) #11 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 7" C/C

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160' Monopole / TI-OPP-19131, FL

* All pole diameters shown on the following pages are across corners.
See profile drawing for widths across flats.

POLE GEOMETRY

ELEV ft	SECTION NAME	No. SIDE	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES **Pn kip	**Mn ft-kip	SPLICE TYPE	...OVERLAP... LENGTH ft	RATIO	w/t
159.0										
			17.77	0.250	1016.9	358.5				
	A	18								11.1
			20.83	0.250	1194.3	495.5				
148.5										
			20.83	0.250	1194.3	495.5				
	A/B	18					SLIP	3.00	1.72	
			21.21	0.375	1813.8	757.6				
145.5										
			21.21	0.375	1813.8	757.6				
	B	18								8.9
			34.46	0.375	2968.1	2042.5				
100.0										
			34.46	0.375	2968.1	2042.5				
	B/C	18					SLIP	5.00	1.73	
			35.18	0.438	3529.5	2471.8				
95.0										
			35.18	0.438	3529.5	2471.8				
	C	18								13.1
			47.34	0.438	4635.0	4395.9				
53.2										
			47.34	0.438	4635.0	4395.9				
	C/D	18					SLIP	6.75	1.70	
			48.45	0.500	5565.9	5390.5				
46.5										
			48.45	0.500	5565.9	5390.5				
	D	18								16.0
			62.00	0.500	6660.6	8293.1				
0.0										

POLE ASSEMBLY

SECTION NAME	BASE ELEV ft	.....BOLTS AT BASE OF SECTION..... NUMBER	TYPE	DIAM in	STRENGTH ksi	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
A	145.500	0	A325	0.00	92.0	0	145.500
B	95.000	0	A325	0.00	92.0	0	95.000
C	46.500	0	A325	0.00	92.0	0	46.500
D	0.000	0	A325	0.00	92.0	0	0.000

POLE SECTIONS

SECTION NAME	No.of SIDES	LENGTH ft	OUTSIDE.DIAMETER BOT * in	TOP * in	BEND RAD in	MAT-ERIAL ID	FLANGE.ID BOT	TOP	FLANGE.WELD ..GROUP.ID.. BOT	TOP
A	18	13.50	21.71	17.77	0.625	1	0	0	0	0
B	18	53.50	35.93	20.33	0.625	2	0	0	0	0
C	18	53.50	49.32	33.71	0.625	3	0	0	0	0
D	18	53.25	62.00	46.46	0.625	4	0	0	0	0

* - Diameter of circumscribed circle

MATERIAL TYPES

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT & deg	HEIGHT in	WIDTH in	.THICKNESS. WEB in	FLANGE in	IRREGULARITY .PROJECTION. % OF AREA	ORIENT deg
PL	1	1	0.0	21.71	0.25	0.250	0.250	0.00	0.0
PL	2	1	0.0	35.93	0.38	0.375	0.375	0.00	0.0
PL	3	1	0.0	49.32	0.44	0.438	0.438	0.00	0.0
PL	4	1	0.0	62.00	0.50	0.500	0.500	0.00	0.0

& - With respect to vertical

MATERIAL PROPERTIES

MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	.. STRENGTH .. Fu ksi	Fy ksi	THERMAL COEFFICIENT /deg
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170
4	29000.0	490.0	80.0	65.0	0.00001170

* Only 4 condition(s) shown in full
* Some concentrated wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

158 mph wind with no ice. Wind Azimuth: 0• (1.2 D + 1.0 Wo)

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	155.000	0.00	0.0	0.0	0.0546	0.0168	0.0000	0.0000
C	154.000	0.00	0.0	0.0	0.0000	1.0977	0.0000	0.0000
C	154.000	0.00	0.0	0.0	20.7812	7.2000	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0535	0.0168	0.0000	0.0000
C	142.000	0.00	0.0	0.0	0.0000	1.0122	0.0000	0.0000
C	142.000	0.00	0.0	0.0	15.2814	4.8366	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0525	0.0168	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0513	0.0168	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0501	0.0168	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0488	0.0168	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0474	0.0168	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0460	0.0168	0.0000	0.0000
C	79.000	0.00	0.0	0.0	0.0000	0.0626	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0443	0.0168	0.0000	0.0000
C	69.000	0.00	0.0	0.0	0.0000	0.0546	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0426	0.0168	0.0000	0.0000
C	59.000	0.00	0.0	0.0	0.0000	0.0467	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0406	0.0168	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0383	0.0168	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0357	0.0168	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0341	0.0168	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0341	0.0168	0.0000	0.0000
D	159.000	0.00	180.0	0.0	0.0722	0.0576	0.0000	0.0000
D	148.500	0.00	180.0	0.0	0.0792	0.0640	0.0000	0.0000
D	148.500	0.00	180.0	0.0	0.0824	0.1651	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0824	0.1651	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0891	0.1106	0.0000	0.0000
D	130.333	0.00	180.0	0.0	0.0891	0.1106	0.0000	0.0000

D	130.333	0.00	180.0	0.0	0.1024	0.1315	0.0000	0.0000
D	115.167	0.00	180.0	0.0	0.1024	0.1315	0.0000	0.0000
D	115.167	0.00	180.0	0.0	0.1144	0.1524	0.0000	0.0000
D	100.000	0.00	180.0	0.0	0.1144	0.1524	0.0000	0.0000
D	100.000	0.00	180.0	0.0	0.1214	0.3565	0.0000	0.0000
D	95.000	0.00	180.0	0.0	0.1214	0.3565	0.0000	0.0000
D	95.000	0.00	180.0	0.0	0.1246	0.2055	0.0000	0.0000
D	81.083	0.00	180.0	0.0	0.1246	0.2055	0.0000	0.0000
D	81.083	0.00	180.0	0.0	0.1317	0.2280	0.0000	0.0000
D	67.167	0.00	180.0	0.0	0.1317	0.2280	0.0000	0.0000
D	67.167	0.00	180.0	0.0	0.1364	0.2504	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1364	0.2504	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1380	0.5671	0.0000	0.0000
D	46.500	0.00	180.0	0.0	0.1380	0.5671	0.0000	0.0000
D	46.500	0.00	180.0	0.0	0.1352	0.3169	0.0000	0.0000
D	34.875	0.00	180.0	0.0	0.1352	0.3169	0.0000	0.0000
D	34.875	0.00	180.0	0.0	0.1315	0.3384	0.0000	0.0000
D	23.250	0.00	180.0	0.0	0.1315	0.3384	0.0000	0.0000
D	23.250	0.00	180.0	0.0	0.1396	0.3598	0.0000	0.0000
D	11.625	0.00	180.0	0.0	0.1396	0.3598	0.0000	0.0000
D	11.625	0.00	180.0	0.0	0.1479	0.3813	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.1479	0.3813	0.0000	0.0000

ANTENNA LOADING
==========

.....ANTENNA.....			ATTACHMENT		.....ANTENNA FORCES.....			
TYPE	ELEV	AZI	RAD	AZI	AXIAL	SHEAR	GRAVITY	TORSION
	ft		ft		kip	kip	kip	ft-kip
STD+R	59.0	0.0	2.6	0.0	0.62	0.00	0.16	0.00
STD+R	69.0	0.0	2.5	0.0	0.65	0.00	0.16	0.00
STD+R	79.0	0.0	2.3	0.0	0.67	0.00	0.16	0.00

==========

LOADING CONDITION M ==========

158 mph wind with no ice. Wind Azimuth: 0• (0.9 D + 1.0 Wo)

LOADS ON POLE
==========

LOAD	ELEV	APPLY..LOAD..AT		LOAD	.....FORCES.....		.....MOMENTS.....	
TYPE		RADIUS	AZI	AZI	HORIZ	DOWN	VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
C	155.000	0.00	0.0	0.0	0.0546	0.0126	0.0000	0.0000
C	154.000	0.00	0.0	0.0	0.0000	0.8233	0.0000	0.0000
C	154.000	0.00	0.0	0.0	20.7812	5.4000	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0535	0.0126	0.0000	0.0000
C	142.000	0.00	0.0	0.0	0.0000	0.7591	0.0000	0.0000
C	142.000	0.00	0.0	0.0	15.2814	3.6274	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0525	0.0126	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0513	0.0126	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0501	0.0126	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0488	0.0126	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0474	0.0126	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0460	0.0126	0.0000	0.0000
C	79.000	0.00	0.0	0.0	0.0000	0.0469	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0443	0.0126	0.0000	0.0000
C	69.000	0.00	0.0	0.0	0.0000	0.0410	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0426	0.0126	0.0000	0.0000
C	59.000	0.00	0.0	0.0	0.0000	0.0350	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0406	0.0126	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0383	0.0126	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0357	0.0126	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0341	0.0126	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0341	0.0126	0.0000	0.0000
D	159.000	0.00	180.0	0.0	0.0722	0.0432	0.0000	0.0000
D	148.500	0.00	180.0	0.0	0.0792	0.0480	0.0000	0.0000
D	148.500	0.00	180.0	0.0	0.0824	0.1238	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0824	0.1238	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0891	0.0829	0.0000	0.0000
D	130.333	0.00	180.0	0.0	0.0891	0.0829	0.0000	0.0000
D	130.333	0.00	180.0	0.0	0.1024	0.0986	0.0000	0.0000
D	115.167	0.00	180.0	0.0	0.1024	0.0986	0.0000	0.0000
D	115.167	0.00	180.0	0.0	0.1144	0.1143	0.0000	0.0000

D	100.000	0.00	180.0	0.0	0.1144	0.1143	0.0000	0.0000
D	100.000	0.00	180.0	0.0	0.1214	0.2674	0.0000	0.0000
D	95.000	0.00	180.0	0.0	0.1214	0.2674	0.0000	0.0000
D	95.000	0.00	180.0	0.0	0.1246	0.1542	0.0000	0.0000
D	81.083	0.00	180.0	0.0	0.1246	0.1542	0.0000	0.0000
D	81.083	0.00	180.0	0.0	0.1317	0.1710	0.0000	0.0000
D	67.167	0.00	180.0	0.0	0.1317	0.1710	0.0000	0.0000
D	67.167	0.00	180.0	0.0	0.1364	0.1878	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1364	0.1878	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1380	0.4253	0.0000	0.0000
D	46.500	0.00	180.0	0.0	0.1380	0.4253	0.0000	0.0000
D	46.500	0.00	180.0	0.0	0.1352	0.2377	0.0000	0.0000
D	34.875	0.00	180.0	0.0	0.1352	0.2377	0.0000	0.0000
D	34.875	0.00	180.0	0.0	0.1315	0.2538	0.0000	0.0000
D	23.250	0.00	180.0	0.0	0.1315	0.2538	0.0000	0.0000
D	23.250	0.00	180.0	0.0	0.1396	0.2699	0.0000	0.0000
D	11.625	0.00	180.0	0.0	0.1396	0.2699	0.0000	0.0000
D	11.625	0.00	180.0	0.0	0.1479	0.2860	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.1479	0.2860	0.0000	0.0000

ANTENNA LOADING
==========

.....ANTENNA.....			ATTACHMENT		.....ANTENNA FORCES.....			
TYPE	ELEV	AZI	RAD	AZI	AXIAL	SHEAR	GRAVITY	TORSION
	ft		ft		kip	kip	kip	ft-kip
STD+R	59.0	0.0	2.6	0.0	0.62	0.00	0.12	0.00
STD+R	69.0	0.0	2.5	0.0	0.65	0.00	0.12	0.00
STD+R	79.0	0.0	2.3	0.0	0.67	0.00	0.12	0.00

==========

LOADING CONDITION Y ==========

Seismic - Azimuth: 0• (1.2 D + 1.0 Ev + 1.0 Eh)

LOADS ON POLE
==========

LOAD	ELEV	APPLY..LOAD..AT		LOAD	.....FORCES.....		.....MOMENTS.....	
TYPE		RADIUS	AZI	AZI	HORIZ	DOWN	VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
C	155.000	0.00	0.0	0.0	0.0010	0.0169	0.0000	0.0000
C	154.000	0.00	0.0	0.0	0.0676	1.1075	0.0000	0.0000
C	154.000	0.00	0.0	0.0	0.4434	7.2636	0.0000	0.0000
C	152.250	0.00	0.0	0.0	0.0504	0.8443	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0009	0.0169	0.0000	0.0000
C	142.000	0.00	0.0	0.0	0.0530	1.0211	0.0000	0.0000
C	142.000	0.00	0.0	0.0	0.2532	4.8793	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0008	0.0169	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0007	0.0169	0.0000	0.0000
C	121.750	0.00	0.0	0.0	0.2729	7.1517	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0006	0.0169	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0005	0.0169	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0004	0.0169	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0003	0.0169	0.0000	0.0000
C	79.000	0.00	0.0	0.0	0.0102	0.6380	0.0000	0.0000
C	79.000	0.00	0.0	0.0	0.0010	0.0631	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0002	0.0169	0.0000	0.0000
C	73.250	0.00	0.0	0.0	0.1705	12.3474	0.0000	0.0000
C	69.000	0.00	0.0	0.0	0.0102	0.8293	0.0000	0.0000
C	69.000	0.00	0.0	0.0	0.0007	0.0551	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0002	0.0169	0.0000	0.0000
C	59.000	0.00	0.0	0.0	0.0074	0.8293	0.0000	0.0000
C	59.000	0.00	0.0	0.0	0.0004	0.0471	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0001	0.0169	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0001	0.0169	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0001	0.0169	0.0000	0.0000
C	26.620	0.00	0.0	0.0	0.0335	18.3723	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0000	0.0169	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0000	0.0169	0.0000	0.0000
D	159.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000
D	0.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000

ANTENNA LOADING
==========

.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT RAD ft	AZI	.....ANTENNA FORCES..... AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	59.0	0.0	2.6	0.0	0.00	0.00	0.00	0.00
STD+R	69.0	0.0	2.5	0.0	0.00	0.00	0.00	0.00
STD+R	79.0	0.0	2.3	0.0	0.00	0.00	0.00	0.00

LOADING CONDITION Z

Seismic - Azimuth: 0• (0.9 D - 1.0 Ev + 1.0 Eh)

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	155.000	0.00	0.0	0.0	0.0010	0.0125	0.0000	0.0000
C	154.000	0.00	0.0	0.0	0.0676	0.8136	0.0000	0.0000
C	154.000	0.00	0.0	0.0	0.4434	5.3364	0.0000	0.0000
C	152.250	0.00	0.0	0.0	0.0504	0.6203	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0009	0.0125	0.0000	0.0000
C	142.000	0.00	0.0	0.0	0.0530	0.7502	0.0000	0.0000
C	142.000	0.00	0.0	0.0	0.2532	3.5848	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0008	0.0125	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0007	0.0125	0.0000	0.0000
C	121.750	0.00	0.0	0.0	0.2729	5.2542	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0006	0.0125	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0005	0.0125	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0004	0.0125	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0003	0.0125	0.0000	0.0000
C	79.000	0.00	0.0	0.0	0.0102	0.4687	0.0000	0.0000
C	79.000	0.00	0.0	0.0	0.0010	0.0463	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0002	0.0125	0.0000	0.0000
C	73.250	0.00	0.0	0.0	0.1705	9.0714	0.0000	0.0000
C	69.000	0.00	0.0	0.0	0.0102	0.6092	0.0000	0.0000
C	69.000	0.00	0.0	0.0	0.0007	0.0404	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0002	0.0125	0.0000	0.0000
C	59.000	0.00	0.0	0.0	0.0074	0.6092	0.0000	0.0000
C	59.000	0.00	0.0	0.0	0.0004	0.0346	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0001	0.0125	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0001	0.0125	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0001	0.0125	0.0000	0.0000
C	26.620	0.00	0.0	0.0	0.0335	13.4977	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0000	0.0125	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0000	0.0125	0.0000	0.0000
D	159.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000
D	0.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000

ANTENNA LOADING

.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT RAD ft	AZI	.....ANTENNA FORCES..... AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	59.0	0.0	2.6	0.0	0.00	0.00	0.00	0.00
STD+R	69.0	0.0	2.5	0.0	0.00	0.00	0.00	0.00
STD+R	79.0	0.0	2.3	0.0	0.00	0.00	0.00	0.00

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160' Monopole / TI-OPP-19131, FL

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

MAST ELEV ft	DEFLECTIONS (ft) HORIZONTAL ALONG	HORIZONTAL ACROSS	DOWN	ROTATIONS (deg) TILT ALONG	TILT ACROSS	TWIST
159.0	14.41G	-0.09W	1.92G	10.93D	-0.06W	-0.01I
155.5	13.76G	-0.09W	1.80G	10.93D	-0.06W	-0.01I
152.0	13.12G	-0.08W	1.67G	10.91D	-0.06W	-0.01I
148.5	12.48G	-0.08W	1.55G	10.81D	-0.06W	-0.01I
145.5	11.94G	-0.08W	1.45G	10.70D	-0.06W	-0.01I
130.3	9.31G	-0.06W	0.98G	9.68G	-0.06W	-0.01I
115.2	7.00B	-0.05W	0.62G	8.19G	-0.05W	-0.01I
100.0	5.07B	-0.03W	0.37B	6.64G	-0.04W	-0.01I
95.0	4.51B	-0.03W	0.31B	6.22G	-0.04W	-0.01I
81.1	3.16B	-0.02W	0.17B	5.01B	-0.03W	-0.01I
67.2	2.09B	-0.01W	0.09B	3.90B	-0.03W	-0.01I
53.2	1.27B	-0.01W	0.04B	2.89B	-0.02W	0.00I
46.5	0.96B	-0.01W	0.03B	2.48B	-0.02W	0.00I
34.9	0.52B	0.00W	0.01B	1.79B	-0.01W	0.00I
23.2	0.23B	0.00W	0.00B	1.15B	-0.01W	0.00I
11.6	0.06B	0.00W	0.00B	0.55B	0.00W	0.00I
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS

ELEV ft	ANT AZI deg	ANT TYPE	BEAM DEFLECTIONS (deg) ROLL	YAW	PITCH	TOTAL
79.0	0.0	STD+R	4.831 D	0.179 L	-4.842 G	4.842 G
69.0	0.0	STD+R	4.033 D	0.126 W	-4.044 G	4.044 G
59.0	0.0	STD+R	3.291 D	0.084 W	-3.302 G	3.302 G

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	SHEAR.w.r.t.WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	MOMENT.w.r.t.WIND.DIR ACROSS ft-kip	TORSION ft-kip
159.0	0.02 V	-0.04 R	0.03 I	-0.11 P	0.06 I	-0.01 I
	0.22 I	0.29 G	0.03 I	-0.57 C	-0.06 I	0.01 I
155.5	0.24 P	0.50 R	0.13 U	-0.61 C	-0.12 W	0.02 W
	9.23 Y	21.60 R	0.13 U	-45.79 D	-0.47 U	0.08 O
152.0	9.23 Y	21.56 R	0.18 U	-45.96 D	-0.53 U	0.09 O

	9.23 Y	21.83 R	0.18 U	-125.01 D	-1.16 U	-0.13 H
148.5						
	9.23 Y	21.91 Q	0.25 X	-124.95 D	-1.22 U	0.13 U
	9.53 F	22.15 Q	0.25 X	-193.61 D	-1.63 U	0.22 K
145.5						
	9.69 E	22.08 H	-0.26 W	-193.36 D	-1.65 U	0.22 X
	17.22 E	38.80 H	-0.26 W	-739.59 D	4.36 W	1.03 K
130.3						
	17.22 E	38.89 Q	-0.21 C	-739.62 D	4.36 W	1.03 K
	22.34 Y	40.47 Q	-0.21 C	-1366.79 D	7.44 W	1.75 K
115.2						
	22.33 Y	40.44 Q	-0.24 C	-1366.79 D	7.44 W	1.76 K
	22.37 Y	42.26 Q	-0.24 C	-2021.56 D	10.65 W	2.45 K
100.0						
	22.37 Y	42.21 D	0.24 K	-2021.46 D	10.65 W	2.44 K
	23.34 E	42.82 D	0.24 K	-2243.64 D	11.53 W	2.66 K
95.0						
	23.35 E	42.90 D	-0.29 W	-2243.74 D	11.58 W	2.65 K
	26.22 E	44.67 D	-0.29 W	-2879.80 D	15.65 W	3.05 K
81.1						
	26.18 E	44.61 B	-0.27 W	-2879.80 D	15.66 W	3.06 K
	36.35 Y	47.80 B	-0.44 W	-3542.98 J	20.10 W	-4.37 I
67.2						
	36.35 Y	47.80 B	-0.44 W	-3542.92 D	20.10 W	-4.37 I
	37.26 Y	50.39 B	-0.52 W	-4242.70 G	26.45 W	-5.74 I
53.2						
	37.26 Y	50.43 B	-0.52 W	-4242.70 G	26.47 W	-5.74 I
	37.35 E	51.36 B	-0.52 W	-4595.05 B	29.99 W	-5.85 I
46.5						
	37.35 E	51.36 B	-0.54 W	-4595.10 B	29.96 W	-5.85 I
	41.06 E	53.00 B	-0.54 W	-5217.64 B	36.27 W	-6.00 I
34.9						
	41.06 E	53.01 B	-0.52 W	-5217.64 B	36.27 W	-6.00 I
	55.69 Y	54.57 B	-0.52 W	-5855.10 B	42.31 W	-6.10 I
23.2						
	55.69 Y	54.58 B	-0.52 W	-5855.10 B	42.30 W	-6.10 I
	55.70 Y	56.23 B	-0.52 W	-6506.97 B	48.39 W	-6.16 I
11.6						
	55.70 Y	56.23 B	-0.53 W	-6506.97 B	48.40 W	-6.16 I
	55.70 Y	57.95 B	-0.53 W	-7173.50 B	54.52 W	-6.18 I
base reaction	55.70 Y	-57.95 B	0.53 W	7173.50 B	-54.52 W	6.18 I

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
159.00							
	0.00V	0.00P	0.00R	0.00P	YES	11.11A	45.2
	0.00I	0.00C	0.00G	0.00C	YES	11.82A	45.2
155.50							
	0.00P	0.00C	0.00R	0.00C	YES	11.82A	45.2
	0.01Y	0.10D	0.04R	0.11D	YES	12.53A	45.2
152.00							
	0.01Y	0.10D	0.04R	0.11D	YES	12.53A	45.2
	0.01Y	0.25D	0.04R	0.26D	YES	13.24A	45.2
148.50							
	0.01Y	0.17D	0.02Q	0.18D	YES	8.71A	45.2

	0.01F	0.24D	0.02Q	0.25D	YES	9.11A	45.2
145.50							
	0.01E	0.26D	0.02H	0.26D	YES	8.88A	45.2
	0.01E	0.66D	0.04H	0.67D	YES	10.93A	45.2
130.33							
	0.01E	0.66D	0.04Q	0.67D	YES	10.93A	45.2
	0.01Y	0.88D	0.03Q	0.89D	YES	12.98A	45.2
115.17							
	0.01Y	0.88D	0.03Q	0.89D	YES	12.98A	45.2
	0.01Y	0.99D	0.03Q	1.00D	YES	15.02A	45.2
100.00							
	0.01Y	0.85D	0.02C	0.86D	YES	12.83A	45.2
	0.01E	0.87D	0.02C	0.88D	YES	13.41A	45.2
95.00							
	0.01E	0.91D	0.02J	0.92D	YES	13.10A	45.2
	0.01E	0.93D	0.02J	0.94D	YES	14.72A	45.2
81.08							
	0.01E	0.93D	0.02B	0.94D	YES	14.72A	45.2
	0.01Y	0.94J	0.02B	0.95J	YES	16.33A	45.2
67.17							
	0.01Y	0.94D	0.02B	0.95D	YES	16.33A	45.2
	0.01Y	0.96G	0.02B	0.97G	YES	17.94A	45.2
53.25							
	0.01Y	0.82G	0.02B	0.83G	YES	15.65A	45.2
	0.01E	0.83B	0.02B	0.83B	YES	16.34A	45.2
46.50							
	0.01E	0.85B	0.02B	0.86B	YES	16.03A	45.2
	0.01E	0.86B	0.02B	0.87B	YES	17.21A	45.2
34.87							
	0.01E	0.86B	0.02B	0.87B	YES	17.21A	45.2
	0.01Y	0.86B	0.02B	0.87B	YES	18.38A	45.2
23.25							
	0.01Y	0.86B	0.02B	0.87B	YES	18.38A	45.2
	0.01Y	0.86B	0.02B	0.87B	YES	19.56A	45.2
11.62							
	0.01Y	0.86B	0.02B	0.87B	YES	19.56A	45.2
	0.01Y	0.86B	0.02W	0.87B	YES	20.74A	45.2
0.00							

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION
	ALONG	ACROSS	ALONG	ACROSS	
kip	kip	kip	ft-kip	ft-kip	ft-kip
55.70	57.95	-0.53	-7173.50	54.52	-6.18
Y	B	W	B	W	I

160' Monopole / TI-OPP-19131, FL

****
********** Service Load Condition **********
****

* Only 1 condition(s) shown in full
* Some concentrated wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A ==========

60 mph wind with no ice. Wind Azimuth: 0• (1.0 D + 1.0 Wo)

LOADS ON POLE
==========

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	155.000	0.00	0.0	0.0	0.0070	0.0140	0.0000	0.0000
C	154.000	0.00	0.0	0.0	0.0000	0.9148	0.0000	0.0000
C	154.000	0.00	0.0	0.0	2.6814	6.0000	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0069	0.0140	0.0000	0.0000
C	142.000	0.00	0.0	0.0	0.0000	0.8435	0.0000	0.0000
C	142.000	0.00	0.0	0.0	1.9717	4.0305	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0068	0.0140	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0066	0.0140	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0065	0.0140	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0063	0.0140	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0061	0.0140	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0059	0.0140	0.0000	0.0000
C	79.000	0.00	0.0	0.0	0.0000	0.0521	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0057	0.0140	0.0000	0.0000
C	69.000	0.00	0.0	0.0	0.0000	0.0455	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0055	0.0140	0.0000	0.0000
C	59.000	0.00	0.0	0.0	0.0000	0.0389	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0052	0.0140	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0049	0.0140	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0046	0.0140	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0044	0.0140	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0044	0.0140	0.0000	0.0000
D	159.000	0.00	180.0	0.0	0.0093	0.0480	0.0000	0.0000
D	148.500	0.00	180.0	0.0	0.0102	0.0534	0.0000	0.0000
D	148.500	0.00	180.0	0.0	0.0106	0.1376	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0106	0.1376	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0115	0.0921	0.0000	0.0000
D	130.333	0.00	180.0	0.0	0.0115	0.0921	0.0000	0.0000
D	130.333	0.00	180.0	0.0	0.0132	0.1095	0.0000	0.0000
D	115.167	0.00	180.0	0.0	0.0132	0.1095	0.0000	0.0000
D	115.167	0.00	180.0	0.0	0.0148	0.1270	0.0000	0.0000
D	100.000	0.00	180.0	0.0	0.0148	0.1270	0.0000	0.0000
D	100.000	0.00	180.0	0.0	0.0157	0.2971	0.0000	0.0000
D	95.000	0.00	180.0	0.0	0.0157	0.2971	0.0000	0.0000
D	95.000	0.00	180.0	0.0	0.0161	0.1713	0.0000	0.0000
D	81.083	0.00	180.0	0.0	0.0161	0.1713	0.0000	0.0000
D	81.083	0.00	180.0	0.0	0.0170	0.1900	0.0000	0.0000
D	67.167	0.00	180.0	0.0	0.0170	0.1900	0.0000	0.0000
D	67.167	0.00	180.0	0.0	0.0176	0.2087	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0176	0.2087	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0178	0.4725	0.0000	0.0000
D	46.500	0.00	180.0	0.0	0.0178	0.4725	0.0000	0.0000
D	46.500	0.00	180.0	0.0	0.0174	0.2641	0.0000	0.0000
D	34.875	0.00	180.0	0.0	0.0174	0.2641	0.0000	0.0000
D	34.875	0.00	180.0	0.0	0.0170	0.2820	0.0000	0.0000
D	23.250	0.00	180.0	0.0	0.0170	0.2820	0.0000	0.0000
D	23.250	0.00	180.0	0.0	0.0180	0.2999	0.0000	0.0000
D	11.625	0.00	180.0	0.0	0.0180	0.2999	0.0000	0.0000
D	11.625	0.00	180.0	0.0	0.0191	0.3177	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0191	0.3177	0.0000	0.0000

ANTENNA LOADING
==========

.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT RAD ft	AZI	.....ANTENNA FORCES..... AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	59.0	0.0	2.6	0.0	0.08	0.00	0.13	0.00

STD+R	69.0	0.0	2.5	0.0	0.08	0.00	0.13	0.00
STD+R	79.0	0.0	2.3	0.0	0.09	0.00	0.13	0.00

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

MAST ELEV ft	DEFLECTIONS (ft) HORIZONTAL ALONG	HORIZONTAL ACROSS	DOWN	ROTATIONS (deg) TILT ALONG	TILT ACROSS	TWIST
159.0	1.93L	-0.01B	0.04L	1.44L	-0.01B	0.00I
155.5	1.84L	-0.01B	0.03L	1.44L	-0.01B	0.00I
152.0	1.75L	-0.01B	0.03L	1.44L	-0.01B	0.00I
148.5	1.67L	-0.01B	0.03L	1.43L	-0.01B	0.00I
145.5	1.59L	-0.01B	0.03L	1.41L	-0.01B	0.00I
130.3	1.23L	-0.01B	0.02L	1.28L	-0.01B	0.00I
115.2	0.92L	0.00B	0.01L	1.08L	-0.01B	0.00I
100.0	0.67L	0.00B	0.01L	0.87L	0.00B	0.00D
95.0	0.59L	0.00B	0.01L	0.81L	0.00B	0.00D
81.1	0.41L	0.00B	0.00L	0.65L	0.00B	0.00D
67.2	0.27L	0.00B	0.00L	0.51L	0.00B	0.00D
53.2	0.17L	0.00B	0.00L	0.38L	0.00B	0.00D
46.5	0.12L	0.00B	0.00L	0.32L	0.00B	0.00D
34.9	0.07L	0.00B	0.00L	0.23L	0.00B	0.00J
23.2	0.03L	0.00B	0.00L	0.15L	0.00B	0.00J
11.6	0.01L	0.00B	0.00L	0.07L	0.00B	0.00J
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS

ELEV ft	ANT AZI deg	ANT TYPE	BEAM DEFLECTIONS (deg) ROLL	YAW	PITCH	TOTAL
79.0	0.0	STD+R	0.622 D	0.003 C	0.630 A	0.630 A
69.0	0.0	STD+R	0.519 D	0.002 C	0.526 A	0.526 A
59.0	0.0	STD+R	0.423 D	0.002 C	0.429 A	0.429 A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	SHEAR.w.r.t.WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	MOMENT.w.r.t.WIND.DIR ACROSS ft-kip	TORSION ft-kip
159.0	0.00 G	-0.01 H	0.00 E	-0.01 E	0.00 I	0.00 C
	0.17 E	0.04 B	0.00 E	-0.08 I	0.01 E	0.00 E
155.5	0.17 I	0.05 L	-0.01 I	-0.08 I	-0.01 C	0.00 E
	7.28 I	2.77 L	-0.01 I	-6.03 L	0.02 L	0.00 L
152.0						

	7.28 I	2.78 B	-0.01 K	-6.04 L	0.02 I	0.00 L
	7.46 I	2.81 B	-0.01 K	-16.41 L	-0.06 F	0.00 L
148.5						
	7.47 I	2.83 A	-0.02 K	-16.41 I	-0.04 F	0.00 L
	7.88 I	2.86 A	-0.02 K	-25.49 L	0.09 K	0.00 L
145.5						
	7.88 H	2.87 L	-0.03 B	-25.49 L	0.10 K	0.00 L
	14.18 H	5.03 L	-0.03 B	-97.81 L	-0.44 F	-0.01 L
130.3						
	14.18 C	5.02 L	-0.03 B	-97.81 L	-0.44 F	-0.01 L
	15.85 C	5.23 L	-0.03 B	-180.12 L	0.84 B	-0.02 L
115.2						
	15.85 C	5.22 L	-0.03 B	-180.12 L	0.84 B	-0.02 L
	17.81 C	5.46 L	-0.03 B	-265.49 L	1.25 B	-0.03 L
100.0						
	17.81 C	5.45 L	-0.02 B	-265.52 L	1.24 B	-0.03 L
	19.29 C	5.53 L	-0.02 B	-294.32 L	1.36 B	-0.03 L
95.0						
	19.31 C	5.55 L	0.03 F	-294.31 L	1.38 B	-0.03 L
	21.70 C	5.78 L	0.03 F	-376.70 L	1.71 B	-0.04 L
81.1						
	21.70 C	5.78 L	0.02 F	-376.70 L	1.71 B	-0.04 L
	24.72 C	6.19 L	-0.03 K	-462.68 L	2.35 B	0.31 D
67.2						
	24.72 C	6.19 L	-0.03 K	-462.68 L	2.35 B	0.31 D
	27.83 C	6.53 L	-0.04 K	-553.58 L	2.79 B	0.47 D
53.2						
	27.83 C	6.53 L	-0.04 K	-553.57 L	2.78 B	-0.47 J
	31.02 C	6.65 L	-0.04 K	-599.25 L	2.90 B	-0.47 J
46.5						
	31.02 C	6.65 L	-0.04 K	-599.24 L	2.91 B	-0.47 J
	34.12 C	6.86 L	-0.04 K	-679.56 L	3.13 B	-0.47 J
34.9						
	34.12 C	6.86 L	-0.04 K	-679.56 L	3.13 B	0.47 D
	37.41 C	7.06 L	-0.04 K	-761.82 L	3.34 B	-0.47 J
23.2						
	37.41 C	7.06 L	-0.04 K	-761.82 L	3.34 B	-0.47 J
	40.91 C	7.27 L	-0.04 K	-845.99 L	3.55 B	-0.47 J
11.6						
	40.91 C	7.27 L	-0.04 K	-845.99 L	3.55 B	-0.47 J
	44.60 C	7.50 L	-0.04 K	-932.14 L	3.75 B	-0.47 J
base reaction	44.60 C	-7.50 L	0.04 K	932.14 L	-3.75 B	0.47 J

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
159.00							
	0.00G	0.00E	0.00H	0.00E	YES	11.11A	45.2
	0.00E	0.00I	0.00B	0.00I	YES	11.82A	45.2
155.50							
	0.00I	0.00I	0.00L	0.00I	YES	11.82A	45.2
	0.01I	0.01L	0.00L	0.02L	YES	12.53A	45.2
152.00							
	0.01I	0.01L	0.00B	0.02L	YES	12.53A	45.2
	0.01I	0.03L	0.00B	0.04L	YES	13.24A	45.2
148.50							

	0.00I	0.02I	0.00A	0.03I	YES	8.71A	45.2
	0.00I	0.03L	0.00A	0.04L	YES	9.11A	45.2
145.50	.....						
	0.00H	0.03L	0.00L	0.04L	YES	8.88A	45.2
	0.01H	0.09L	0.00L	0.09L	YES	10.93A	45.2
130.33	.....						
	0.01C	0.09L	0.00L	0.09L	YES	10.93A	45.2
	0.01C	0.12L	0.00L	0.12L	YES	12.98A	45.2
115.17	.....						
	0.01C	0.12L	0.00L	0.12L	YES	12.98A	45.2
	0.01C	0.13L	0.00L	0.14L	YES	15.02A	45.2
100.00	.....						
	0.01C	0.11L	0.00L	0.12L	YES	12.83A	45.2
	0.01C	0.11L	0.00L	0.12L	YES	13.41A	45.2
95.00	.....						
	0.01C	0.12L	0.00L	0.12L	YES	13.10A	45.2
	0.01C	0.12L	0.00L	0.13L	YES	14.72A	45.2
81.08	.....						
	0.01C	0.12L	0.00L	0.13L	YES	14.72A	45.2
	0.01C	0.12L	0.00L	0.13L	YES	16.33A	45.2
67.17	.....						
	0.01C	0.12L	0.00L	0.13L	YES	16.33A	45.2
	0.01C	0.13L	0.00L	0.13L	YES	17.94A	45.2
53.25	.....						
	0.01C	0.11L	0.00L	0.11L	YES	15.65A	45.2
	0.01C	0.11L	0.00L	0.11L	YES	16.34A	45.2
46.50	.....						
	0.01C	0.11L	0.00L	0.12L	YES	16.03A	45.2
	0.01C	0.11L	0.00L	0.12L	YES	17.21A	45.2
34.87	.....						
	0.01C	0.11L	0.00L	0.12L	YES	17.21A	45.2
	0.01C	0.11L	0.00L	0.12L	YES	18.38A	45.2
23.25	.....						
	0.01C	0.11L	0.00L	0.12L	YES	18.38A	45.2
	0.01C	0.11L	0.00L	0.12L	YES	19.56A	45.2
11.62	.....						
	0.01C	0.11L	0.00L	0.12L	YES	19.56A	45.2
	0.01C	0.11L	0.00L	0.12L	YES	20.74A	45.2
0.00	.....						

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t.WIND.DIR ALONG	ACROSS	MOMENT.w.r.t.WIND.DIR ALONG	ACROSS	TORSION
kip	kip	kip	ft-kip	ft-kip	ft-kip
44.60	7.50	-0.04	-932.14	3.75	-0.47
C	L	K	L	B	J

Seismic Load Effects
Equivalent Lateral Force Procedure
ANSI/TIA-222-H

Parameters	
Risk Category	II
R	1.500
S_S	0.050
S_1	0.028
Site Class	D
T_L (sec)	8.000
F_a	1.600
F_v	2.400
S_{MS}	0.080
S_{M1}	0.067
S_{DS}	0.053
S_{D1}	0.045
T_s	0.849
I_e	1.000
Ω	1.500
C_S	0.030
E (ksi)	29,000
I_{top} (in^4)	516
I_{bot} (in^4)	44,639
I_{avg} (in^4)	22,577
g (in/s^2)	386.4
W_t (kips)	46.013
W_u (kips)	10.031
W_L (kips)	35.982
L_p (in)	1908
f_1 (Hertz)	0.387
T (sec)	2.587
k_e	2.0000
V_s (kips)	1.380
Seismic Design Category	A

Vertical Distribution of Seismic Forces

Description	h_i (ft.)	w_i (kips)	W_u (kips)	$w_i h_i^{ke}$	F_{sz} or E_h (kips)	E_V (kips)	1.2 D + 1.0 E_V (kips)	0.9 D - 1.0 E_V (kips)
Step Bolts Load	155.00	0.0140	0.0000	336.3500	0.0010	0.0001	0.0169	0.0125
Antenna Load	154.00	6.0000	6.0000	142,296.0000	0.4434	0.0636	7.2636	5.3364
Line Deadload	154.00	0.9148	0.0000	21,695.3968	0.0676	0.0097	1.1075	0.8136
Structure - Section 1	152.25	0.6974	0.0000	16,165.7756	0.0504	0.0074	0.8443	0.6203
Step Bolts Load	145.00	0.0140	0.0000	294.3500	0.0009	0.0001	0.0169	0.0125
Antenna Load	142.00	4.0305	4.0305	81,271.0020	0.2532	0.0427	4.8793	3.5848
Line Deadload	142.00	0.8435	0.0000	17,008.3340	0.0530	0.0089	1.0211	0.7502
Step Bolts Load	135.00	0.0140	0.0000	255.1500	0.0008	0.0001	0.0169	0.0125
Step Bolts Load	125.00	0.0140	0.0000	218.7500	0.0007	0.0001	0.0169	0.0125
Structure - Section 2	121.75	5.9076	0.0000	87,568.7240	0.2729	0.0626	7.1517	5.2542
Step Bolts Load	115.00	0.0140	0.0000	185.1500	0.0006	0.0001	0.0169	0.0125
Step Bolts Load	105.00	0.0140	0.0000	154.3500	0.0005	0.0001	0.0169	0.0125
Step Bolts Load	95.00	0.0140	0.0000	126.3500	0.0004	0.0001	0.0169	0.0125
Step Bolts Load	85.00	0.0140	0.0000	101.1500	0.0003	0.0001	0.0169	0.0125
Line Deadload	79.00	0.0521	0.0000	325.1561	0.0010	0.0006	0.0631	0.0463
Mount/Antenna Load	79.00	0.5270	0.0000	3,289.0070	0.0102	0.0056	0.6380	0.4687
Step Bolts Load	75.00	0.0140	0.0000	78.7500	0.0002	0.0001	0.0169	0.0125
Structure - Section 3	73.25	10.1994	0.0000	54,725.5182	0.1705	0.1081	12.3474	9.0714
Line Deadload	69.00	0.0455	0.0000	216.6255	0.0007	0.0005	0.0551	0.0404
Mount/Antenna Load	69.00	0.6850	0.0000	3,261.2850	0.0102	0.0073	0.8293	0.6092
Step Bolts Load	65.00	0.0140	0.0000	59.1500	0.0002	0.0001	0.0169	0.0125
Line Deadload	59.00	0.0389	0.0000	135.4109	0.0004	0.0004	0.0471	0.0346
Mount/Antenna Load	59.00	0.6850	0.0000	2,384.4850	0.0074	0.0073	0.8293	0.6092
Step Bolts Load	55.00	0.0140	0.0000	42.3500	0.0001	0.0001	0.0169	0.0125
Step Bolts Load	45.00	0.0140	0.0000	28.3500	0.0001	0.0001	0.0169	0.0125
Step Bolts Load	35.00	0.0140	0.0000	17.1500	0.0001	0.0001	0.0169	0.0125
Structure - Section 4	26.62	15.1762	0.0000	10,754.2256	0.0335	0.1609	18.3723	13.4977
Step Bolts Load	25.00	0.0140	0.0000	8.7500	0.0000	0.0001	0.0169	0.0125
Step Bolts Load	15.00	0.0140	0.0000	3.1500	0.0000	0.0001	0.0169	0.0125
	Σ	46.01	10.0305	443,006.20	1.38	0.49	55.70	40.92

Sabre Industries™
INNOVATION DELIVERED

SO#: 22-5020-TJH
Site Name: TI-OPP-19131, FL
Date: 3/4/2022

Round Base Plate and Anchor Rods, per ANSI/TIA 222-H

Pole Data

Diameter:	61.060	in (flat to flat)
Thickness:	0.5	in
Yield (Fy):	65	ksi
# of Sides:	18	"0" IF Round
Strength (Fu):	80	ksi

Reactions

Moment, Mu:	7173.5	ft-kips
Axial, Pu:	53.64	kips
Shear, Vu:	57.95	kips

Anchor Rod Data

Quantity:	24		
Diameter:	2.25	in	
Rod Material:	A615		
Strength (Fu):	100	ksi	
Yield (Fy):	75	ksi	
BC Diam. (in):	68.25	BC Override:	

Plate Data

Diameter (in):	74	Dia. Override:	
Thickness:	2.5	in	
Yield (Fy):	50	ksi	
Eff Width/Rod:	8.07	in	
Drain Hole:	2.625	in. diameter	
Drain Location:	28.25	in. center of pole to center of drain hole	
Center Hole:	48.5	in. diameter	

Anchor Rod Results

(per 4.9.9)

Maximum Put:	208.54	Kips
Φt*Rnt:	243.75	Kips
Vu:	2.41	Kips
Φv*Rnv:	149.10	Kips
Tension Interaction Ratio:	0.73	
Maximum Puc:	212.45	Kips
Φc*Rnc:	268.39	Kips
Vu:	2.41	Kips
Φc*Rnvc:	120.77	Kips
Compression Interaction Ratio:	0.79	
Maximum Interaction Ratio:	**79.2%**	**Pass**

Base Plate Results

Base Plate (Mu/Z):	37.4	ksi	
Allowable Φ*Fy:	45.0	ksi	(per AISC)
Base Plate Interaction Ratio:	**83.2%**	**Pass**	

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

160' Monopole TILLMAN INFRASTRUCTURE, LLC TI-OPP-19131, FL (22-5020-TJH) 03/04/22 REB

Overall Loads:			
Factored Moment (ft-kips)	7890.85		
Factored Axial (kips)	59.004		
Factored Shear (kips)	63.745		
Bearing Design Strength (ksf)	4.5	Max. Net Bearing Press. (ksf)	4.39
Water Table Below Grade (ft)	999		
Width of Mat (ft)	30.5	Allowable Bearing Pressure (ksf)	2.00
Thickness of Mat (ft)	2.25	Safety Factor	3.00
Depth to Bottom of Slab (ft)	6	Ultimate Bearing Pressure (ksf)	6.00
Quantity of Bolts in Bolt Circle	24	Bearing Φs	0.75
Bolt Circle Diameter (in)	68.25		
Effective Anchor Bolt Embedment (in)	66.5		
Diameter of Pier (ft)	8	Minimum Pier Diameter (ft)	8.00
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	7.09
Ht. of Pier Below Ground (ft)	3.75	Square Pier? (Y/N)	N
Quantity of Bars in Mat	42		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in^2)	53.20		
Spacing of Bars in Mat (in)	8.75	Recommended Spacing (in)	5 to 12
Quantity of Bars Pier	50		
Bar Diameter in Pier (in)	1.41		
Tie Bar Diameter in Pier (in)	0.625		
Spacing of Ties (in)	4		
Area of Bars in Pier (in^2)	78.07	Minimum Pier A_s (in^2)	36.19
Spacing of Bars in Pier (in)	5.49	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.105		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd^3)	85.43		
Two-Way Shear Action:			
Average d (in)	22.73		
ϕv_c (ksi)	0.201	v_u (ksi)	0.116
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.302		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.207	J (in^3)	1.920E+07
$\phi v_c = \phi 4 f'_c{}^{1/2}$	0.201	c + d (in)	107.81
Shear perimeter, b_o (in)	431.23	$0.40M_{sc}$ (ft-kips)	3264.7
β_c	1		
One-Way Shear:			
ϕV_c (kips)	837.1	V_u (kips)	476.4
Stability:			
Overturning Design Strength (ft-k)	10179.4	Total Applied M (ft-k)	8305.2

Pier-Slab Transfer by Flexure:

b_{slab} (ft)	14.75		
ϕM_n (ft-kips)	4999.6	$0.60M_{sc}$ (ft-kips)	4897.1

Pier Design:

ϕV_n (kips)	1275.0	V_u (kips)	63.7
$\phi V_c=\phi 2(1+N_u/(2000A_g))f'_c{}^{1/2}b_w d$	744.9		
V_s (kips)	706.9	*** V_s max = $4\ f'_c{}^{1/2}b_w d$ (kips)	1978.3
Maximum Spacing (in)	7.62	(Only if Shear Ties are Required)	
Actual Hook Development (in)	21.46	Req'd Hook Development l_{dh} (in) - Tension	17.66
		Req'd Hook Development l_{dc} (in) - Compression	19.04

Flexure in Slab:

ϕM_n (ft-kips)	5169.0	M_u (ft-kips)	4253.9
a (in)	2.28		
Steel Ratio	0.00640		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	132.00	Required Development in Pad (in)	34.08

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overturning	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1
Anchor Bolt Pullout	1
Anchor Bolt Punching Shear	1

```
================================================================================

                    LPile for Windows, Version 2019-11.009

                Analysis of Individual Piles and Drilled Shafts
               Subjected to Lateral Loading Using the p-y Method
                          © 1985-2019 by Ensoft, Inc.
                              All Rights Reserved

================================================================================

This copy of LPile is being used by:

Sabre
Sioux City, IA

Serial Number of Security Device: 160777296

This copy of LPile is licensed for exclusive use by:

Sabre Communications Corporation

Use of this program by any entity other than Sabre Communications Corporation
is a violation of the software license agreement.

--------------------------------------------------------------------------------
                            Files Used for Analysis
--------------------------------------------------------------------------------

Path to file locations:
\Program Files (x86)\Ensoft\Lpile2019\files\

Name of input data file:
22-5020-TJH.lp11d

Name of output report file:
22-5020-TJH.lp11o

Name of plot output file:
22-5020-TJH.lp11p

Name of runtime message file:
22-5020-TJH.lp11r


--------------------------------------------------------------------------------
                           Date and Time of Analysis
--------------------------------------------------------------------------------

               Date:  March 4, 2022              Time:  14:05:42


--------------------------------------------------------------------------------
                                  Problem Title
--------------------------------------------------------------------------------

Site         : TI-OPP-19131, FL


Tower        : 160' Monopole


Prepared for : TILLMAN INFRASTRUCTURE, LLC


Job Number   : 22-5020-TJH


Engineer     : REB


--------------------------------------------------------------------------------
                         Program Options and Settings
--------------------------------------------------------------------------------

Computational Options:
```

- Conventional Analysis
Engineering Units Used for Data Input and Computations:
- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- Maximum number of iterations allowed	=	999
- Deflection tolerance for convergence	=	1.0000E-05 in
- Maximum allowable deflection	=	100.0000 in
- Number of pile increments	=	100

Loading Type and Number of Cycles of Loading:
- Static loading specified

- Use of p-y modification factors for p-y curves not selected
- Analysis uses layering correction (Method of Georgiadis)
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Input of moment resistance at the pile tip not selected
- Input of side resistance moment along pile not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:
- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

Pile Structural Properties and Geometry

Number of pile sections defined	=	1
Total length of pile	=	30.500 ft
Depth of ground surface below top of pile	=	0.5000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	96.0000
2	30.500	96.0000

Input Structural Properties for Pile Sections:

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile

Length of section	=	30.500000 ft
Shaft Diameter	=	96.000000 in
Shear capacity of section	=	0.0000 lbs

Ground Slope and Pile Batter Angles

Ground Slope Angle	=	0.000 degrees
	=	0.000 radians
Pile Batter Angle	=	0.000 degrees
	=	0.000 radians

Soil and Rock Layering Information

The soil profile is modelled using 6 layers

Layer 1 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	=	0.500000 ft
Distance from top of pile to bottom of layer	=	4.500000 ft
Effective unit weight at top of layer	=	105.000000 pcf
Effective unit weight at bottom of layer	=	105.000000 pcf
Friction angle at top of layer	=	28.000000 deg.
Friction angle at bottom of layer	=	28.000000 deg.
Subgrade k at top of layer	=	25.000000 pci
Subgrade k at bottom of layer	=	25.000000 pci

Layer 2 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	=	4.500000 ft
Distance from top of pile to bottom of layer	=	14.000000 ft
Effective unit weight at top of layer	=	110.000000 pcf
Effective unit weight at bottom of layer	=	110.000000 pcf
Friction angle at top of layer	=	30.000000 deg.
Friction angle at bottom of layer	=	30.000000 deg.
Subgrade k at top of layer	=	60.000000 pci
Subgrade k at bottom of layer	=	60.000000 pci

Layer 3 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	=	14.000000 ft
Distance from top of pile to bottom of layer	=	29.000000 ft
Effective unit weight at top of layer	=	48.000000 pcf
Effective unit weight at bottom of layer	=	48.000000 pcf
Friction angle at top of layer	=	30.000000 deg.
Friction angle at bottom of layer	=	30.000000 deg.
Subgrade k at top of layer	=	80.000000 pci
Subgrade k at bottom of layer	=	80.000000 pci

Layer 4 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	=	29.000000 ft
Distance from top of pile to bottom of layer	=	34.000000 ft
Effective unit weight at top of layer	=	53.000000 pcf
Effective unit weight at bottom of layer	=	53.000000 pcf
Friction angle at top of layer	=	30.000000 deg.
Friction angle at bottom of layer	=	30.000000 deg.
Subgrade k at top of layer	=	205.000000 pci
Subgrade k at bottom of layer	=	205.000000 pci

Layer 5 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	=	34.000000 ft
Distance from top of pile to bottom of layer	=	59.000000 ft
Effective unit weight at top of layer	=	53.000000 pcf
Effective unit weight at bottom of layer	=	53.000000 pcf
Friction angle at top of layer	=	34.000000 deg.
Friction angle at bottom of layer	=	34.000000 deg.
Subgrade k at top of layer	=	250.000000 pci
Subgrade k at bottom of layer	=	250.000000 pci

Layer 6 is sand, p-y criteria by Reese et al., 1974

Distance from top of pile to top of layer	=	59.000000 ft
Distance from top of pile to bottom of layer	=	60.500000 ft
Effective unit weight at top of layer	=	58.000000 pcf
Effective unit weight at bottom of layer	=	58.000000 pcf
Friction angle at top of layer	=	34.000000 deg.
Friction angle at bottom of layer	=	34.000000 deg.
Subgrade k at top of layer	=	310.000000 pci
Subgrade k at bottom of layer	=	310.000000 pci

(Depth of the lowest soil layer extends 30.000 ft below the pile tip)

Summary of Input Soil Properties

Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Angle of Friction deg.	kpy pci
1	Sand	0.5000	105.0000	28.0000	25.0000
	(Reese, et al.)	4.5000	105.0000	28.0000	25.0000
2	Sand	4.5000	110.0000	30.0000	60.0000
	(Reese, et al.)	14.0000	110.0000	30.0000	60.0000
3	Sand	14.0000	48.0000	30.0000	80.0000
	(Reese, et al.)	29.0000	48.0000	30.0000	80.0000
4	Sand	29.0000	53.0000	30.0000	205.0000
	(Reese, et al.)	34.0000	53.0000	30.0000	205.0000
5	Sand	34.0000	53.0000	34.0000	250.0000
	(Reese, et al.)	59.0000	53.0000	34.0000	250.0000
6	Sand	59.0000	58.0000	34.0000	310.0000
	(Reese, et al.)	60.5000	58.0000	34.0000	310.0000

Static Loading Type

Static loading criteria were used when computing p-y curves for all analyses.

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 2

Load Analysis No.	Load Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length	Run
1	1	V = 84993. lbs	M = 126253600. in-lbs	78672.	No	Yes
2	1	V = 8250. lbs	M = 12304248. in-lbs	49060.	No	Yes

V = shear force applied normal to pile axis
M = bending moment applied to pile head
y = lateral deflection normal to pile axis
S = pile slope relative to original pile batter angle
R = rotational stiffness applied to pile head
Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3).
Thrust force is assumed to be acting axially for all pile batter angles.

Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section	=	30.500000 ft
Shaft Diameter	=	96.000000 in
Concrete Cover Thickness (to edge of long. rebar)	=	3.625000 in
Number of Reinforcing Bars	=	50 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	7238. sq. in.
Total Area of Reinforcing Steel	=	78.072504 sq. in.
Area Ratio of Steel Reinforcement	=	1.08 percent
Edge-to-Edge Bar Spacing	=	4.074124 in
Maximum Concrete Aggregate Size	=	0.750000 in

Ratio of Bar Spacing to Aggregate Size = 5.43
Offset of Center of Rebar Cage from Center of Pile = 0.0000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = 0.85 Fc Ac + Fy As = 32071.951 kips
Tensile Load for Cracking of Concrete = -3413.486 kips
Nominal Axial Tensile Capacity = -4684.350 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
1	1.410000	1.561450	43.670000	0.00000
2	1.410000	1.561450	43.325649	5.473302
3	1.410000	1.561450	42.298027	10.860287
4	1.410000	1.561450	40.603339	16.075999
5	1.410000	1.561450	38.268313	21.038183
6	1.410000	1.561450	35.329772	25.668582
7	1.410000	1.561450	31.834060	29.894172
8	1.410000	1.561450	27.836306	33.648313
9	1.410000	1.561450	23.399556	36.871801
10	1.410000	1.561450	18.593782	39.513797
11	1.410000	1.561450	13.494772	41.532638
12	1.410000	1.561450	8.182942	42.896484
13	1.410000	1.561450	2.742062	43.583827
14	1.410000	1.561450	-2.742062	43.583827
15	1.410000	1.561450	-8.182942	42.896484
16	1.410000	1.561450	-13.494772	41.532638
17	1.410000	1.561450	-18.593782	39.513797
18	1.410000	1.561450	-23.399556	36.871801
19	1.410000	1.561450	-27.836306	33.648313
20	1.410000	1.561450	-31.834060	29.894172
21	1.410000	1.561450	-35.329772	25.668582
22	1.410000	1.561450	-38.268313	21.038183
23	1.410000	1.561450	-40.603339	16.075999
24	1.410000	1.561450	-42.298027	10.860287
25	1.410000	1.561450	-43.325649	5.473302
26	1.410000	1.561450	-43.670000	0.00000
27	1.410000	1.561450	-43.325649	-5.473302
28	1.410000	1.561450	-42.298027	-10.860287
29	1.410000	1.561450	-40.603339	-16.075999
30	1.410000	1.561450	-38.268313	-21.038183
31	1.410000	1.561450	-35.329772	-25.668582
32	1.410000	1.561450	-31.834060	-29.894172
33	1.410000	1.561450	-27.836306	-33.648313
34	1.410000	1.561450	-23.399556	-36.871801
35	1.410000	1.561450	-18.593782	-39.513797
36	1.410000	1.561450	-13.494772	-41.532638
37	1.410000	1.561450	-8.182942	-42.896484
38	1.410000	1.561450	-2.742062	-43.583827
39	1.410000	1.561450	2.742062	-43.583827
40	1.410000	1.561450	8.182942	-42.896484
41	1.410000	1.561450	13.494772	-41.532638
42	1.410000	1.561450	18.593782	-39.513797
43	1.410000	1.561450	23.399556	-36.871801
44	1.410000	1.561450	27.836306	-33.648313
45	1.410000	1.561450	31.834060	-29.894172
46	1.410000	1.561450	35.329772	-25.668582
47	1.410000	1.561450	38.268313	-21.038183
48	1.410000	1.561450	40.603339	-16.075999
49	1.410000	1.561450	42.298027	-10.860287
50	1.410000	1.561450	43.325649	-5.473302

NOTE: The positions of the above rebars were computed by LPile

Minimum spacing between any two bars not equal to zero = 4.074 inches
between bars 1 and 50.

Ratio of bar spacing to maximum aggregate size = 5.43

Concrete Properties:

Compressive Strength of Concrete = 4500. psi
Modulus of Elasticity of Concrete = 3823676. psi

Modulus of Rupture of Concrete = -503.115295 psi
Compression Strain at Peak Stress = 0.002001
Tensile Strain at Fracture of Concrete = -0.0001152
Maximum Coarse Aggregate Size = 0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 2

Number	Axial Thrust Force kips
1	49.060
2	78.672

Summary of Results for Nominal Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003
or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
1	49.060	186156.578	0.00300000
2	78.672	187129.924	0.00300000

Note that the values of moment capacity in the table above are not
factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether
the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.75).

The above values should be multiplied by the appropriate strength reduction
factor to compute ultimate moment capacity according to ACI 318,
or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding
bending stiffnesses computed for common resistance factor values used for
reinforced concrete sections.

Axial Load No.	Resist. Factor	Nominal Ax. Thrust kips	Nominal Moment Cap in-kips	Ult. (Fac) Ax. Thrust kips	Ult. (Fac) Moment Cap in-kips	Bend. Stiff. at Ult Mom kip-in^2
1	0.65	49.060000	186157.	31.889000	121002.	4.2552E+09
2	0.65	78.672000	187130.	51.136800	121634.	4.2795E+09
1	0.75	49.060000	186157.	36.795000	139617.	4.1089E+09
2	0.75	78.672000	187130.	59.004000	140347.	4.1337E+09
1	0.90	49.060000	186157.	44.154000	167541.	2.7543E+09
2	0.90	78.672000	187130.	70.804800	168417.	2.7743E+09

Layering Correction Equivalent Depths of Soil & Rock Layers

Layer No.	Top of Layer Below Pile Head ft	Equivalent Top Depth Below Grnd Surf ft	Same Layer Type As Layer Above	Layer is Rock or is Below Rock Layer	F0 Integral for Layer lbs	F1 Integral for Layer lbs
1	0.5000	0.00	N.A.	No	0.00	50977.
2	4.5000	3.7842	Yes	No	50977.	663962.
3	14.0000	13.2249	Yes	No	714939.	1961742.
4	29.0000	31.0130	Yes	No	2676681.	260968.
5	34.0000	33.5000	No	No	2937649.	0.00
6	59.0000	58.5000	No	No	0.00	N.A.

Notes: The F0 integral of Layer n+1 equals the sum of the F0 and F1 integrals
for Layer n. Layering correction equivalent depths are computed only
for soil types with both shallow-depth and deep-depth expressions for
peak lateral load transfer. These soil types are soft and stiff clays,
non-liquefied sands, and cemented c-phi soil.

Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs
Load Type 2: Load 1 = Shear, V, lbs, and Load 2 = Slope, S, radians
Load Type 3: Load 1 = Shear, V, lbs, and Load 2 = Rot. Stiffness, R, in-lbs/rad.
Load Type 4: Load 1 = Top Deflection, y, inches, and Load 2 = Moment, M, in-lbs
Load Type 5: Load 1 = Top Deflection, y, inches, and Load 2 = Slope, S, radians

Load Case No.	Load Type 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	84993.	M, in-lb	1.26E+08	78672.	4.3929	-0.02190	-806723.	1.30E+08
2	V, lb	8250.	M, in-lb	1.23E+07	49060.	0.1341	-5.99E-04	-70838.	1.27E+07

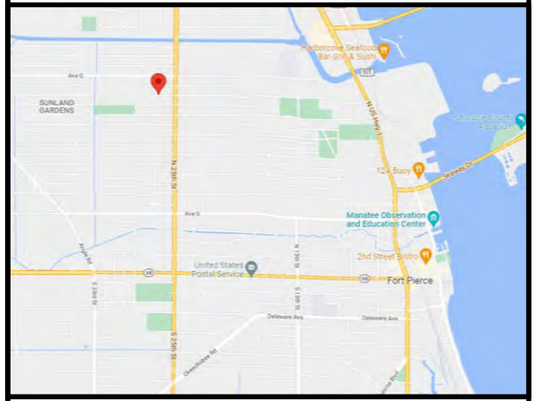
Maximum pile-head deflection = 4.3928905659 inches
Maximum pile-head rotation = -0.0218984354 radians = -1.254688 deg.

The analysis ended normally.

IBC 1807.3.2.1

Moment (ft·k)	7,890.85	
Shear (k)	63.75	
Caisson diameter (ft)	8	
Caisson height above ground (ft)	0.5	
Caisson height below ground (ft)	28	
Lateral soil pressure (lb/ft^2)	**450.00**	
Ground to application of force, h (ft)	124.29	
Applied lateral force, P (lb)	63,745	
Lateral soil bearing pressure, S_1 (lb/ft)	4,200.00	
Diameter, b (ft)	8	
A	4.44	$= (2.34P)/(S_1 b)$
Minimum depth of embedment, d (ft)	26.84	$= 0.5A[\,1 + (\,1 + (\,4.36h / A\,)\,)^{1/2}\,]$

VICINITY MAP



DRIVING DIRECTIONS

DIRECTIONS FROM ST. LUCIE COUNTY COURTHOUSE
218 S 2ND ST, FORT PIERCE, FL 34950

- HEAD SOUTH ON S 2ND ST TOWARD BOSTON AVE
- TURN RIGHT ONTO CITRUS AVE 0.2 MI
- TURN RIGHT ONTO S US HWY 1 1.3 MI
- TURN LEFT ONTO AVENUE M 1.4 MI
- TURN RIGHT ONTO N 27TH ST & THE DESTINATION WILL BE ON THE RIGHT-HAND SIDE OF THE ROAD

SCOPE OF WORK

THIS PROJECT CONSISTS OF:

- NEW 40'-0"X40'-0" FENCED COMPOUND INSIDE NEW 60'-0"X30'-0" LEASE AREA
- NEW 160' TALL MONOPOLE
- NEW T-MOBILE EQUIPMENT CABINETS & GENERATOR ON SEPARATE CONCRETE PADS
- NEW T-MOBILE ANTENNAS ON MONOPOLE

FLORIDA ONE-CALL
STATE WIDE CALL: 811
CALL BEFORE YOU DIG

DEPARTMENT	NAME/SIGNATURE	DATE
LAND/TOWER OWNER		
SITE ACQU. AGENT		
ZONING/PERMITING AGENT		
A&E MANAGER		
CONSTRUCTION MANAGER		
RF MANAGER		

Tillman Infrastructure

T··Mobile·

SITE NAME:

FORT PIERCE
(TI-OPP-19131)

T-MOBILE SITE NUMBER:

A2P2303

PROJECT DESCRIPTION:

PROPOSED 160' MONOPOLE

FLORIDA CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

BUILDING CODE: FLORIDA BUILDING CODE (FBC), 7TH EDITION (2020) – 2018 IBC W/ASCE.
NATIONAL ELECTRICAL CODE: 2017 EDITION (NFPA 70).
MECHANICAL CODE: 2020, 7TH EDITION.
FIRE CODE: FLORIDA FIRE PREVENTION CODE, 7TH EDITION.
LIFE SAFETY CODE: NFPA-101-2018

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.

PROJECT INFORMATION

SITE ADDRESS:	1601 N 25TH ST. FORT PIERCE, FL 34947
LATITUDE (NAD 83):	N 27° 27' 50.531"
LONGITUDE (NAD 83):	W 80° 21' 05.599"
JURISDICTION:	FORT PIERCE
PROPERTY OWNER:	ALVIN MILLER
PARCEL ID:	2404-608-0095-050-9
LAND USE:	COMMERCIAL
ZONING:	C-3
LAND SIZE (ACRES):	2.19
LAND SIZE (SF):	95,550
TOTAL SITE AREA (ACRES):	0.12
TOTAL SITE AREA (SF):	5,250
IMPERVIOUS RATIO:	5.5%
FLOOR AREA RATIO:	0
APPLICANT:	T-MOBILE 3757 HALLS MILL ROAD MOBILE, AL 36693
PROJECT MANAGEMENT FIRM:	TILLMAN INFRASTRUCTURE 152 W. 57TH STREET NEW YORK, NY 10019 (212) 706-1677
ENGINEER:	SMW ENGINEERING 158 BUSINESS CENTER DRIVE BIRMINGHAM, AL 35244 CONTACT: JEREMY SHARIT, PE PHONE: 205-397-6781
POWER:	NOT PROVIDED
FIBER:	NOT PROVIDED

DRAWING INDEX

T-1	TITLE SHEET & PROJECT INFORMATION
–	SURVEY
C-1	AERIAL SITE PLAN
C-1.1	OVERALL SITE PLAN
C-1.2	ZONING MAP
C-2	DETAILED SITE PLAN
C-3	TOWER ELEVATION & SITE SIGNAGE
L-1	LANDSCAPE PLAN

SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T··Mobile·

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING

JEREMY D. SHARIT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CA#: EL 33693 04/07/22

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

T-MOBILE SITE #: A2P2303

DESIGNED:	JDS
CHECKED:	RTB
DRAWN:	BMD
LAST REV BY:	BMD

SITE NAME

FORT PIERCE (TI-OPP-19131)

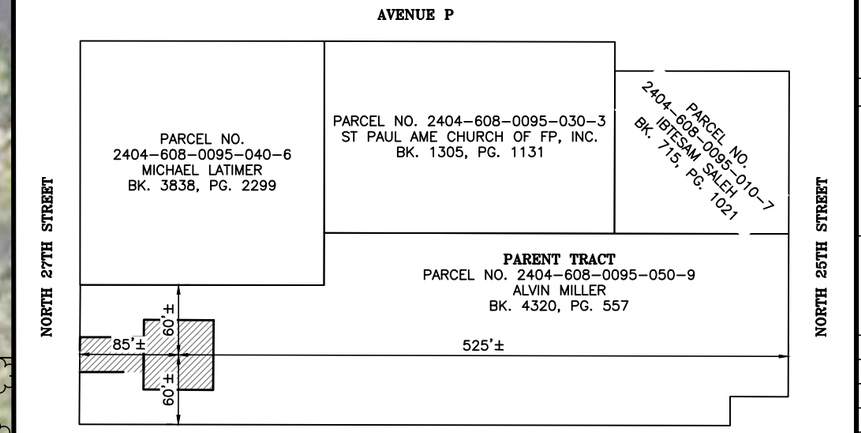
SHEET NAME

TITLE SHEET &
PROJECT INFORMATION

SHEET NUMBER

T-1

PARENT TRACT OVERVIEW — NOT TO SCALE



N 27TH ST
PUBLIC RIGHT-OF-WAY
(ASPHALT PAVED)

PARCEL NO. 2404-608-0095-040-6
MICHAEL LATIMER
BK. 3838, PG. 2299

N 89°55'54" W 209.91' (M)
N 90°00'00" E 210.00' (R)

S 00°20'19" W 119.93' (M)
N 00°00'00" W 120.00' (R)

S 61°15'34" E 62.53'

15' SETBACK

25' SETBACK

S 89°39'43" E 60.00'

S 00°20'17" W 30.00'

30'

60.00'

N 00°20'17" E 60.00'

S 00°20'17" W 60.00'

30'

POE

N 89°55'56" W 55.00'

WATER LINE

STORM INLET

CONCRETE SIDEWALK

30" PALM TREE

24" OAK TREE

N 89°39'43" W 60.00'

SANITARY SEWER MANHOLE

15' SETBACK

PARENT TRACT
PARCEL NO. 2404-608-0095-050-9
ALVIN MILLER
BK. 4320, PG. 557

SANITARY SEWER MANHOLE

AVENUE O
PUBLIC RIGHT-OF-WAY
(ASPHALT PAVED)

WATER VALVE

1 / C-1 AERIAL SITE PLAN

N

0' 20' 40'
1" = 20' (11"x17")

SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T-Mobile

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING

JEREMY D. SHARIT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CA#EL 33695 04/07/22

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

T-MOBILE SITE #: A2P2303

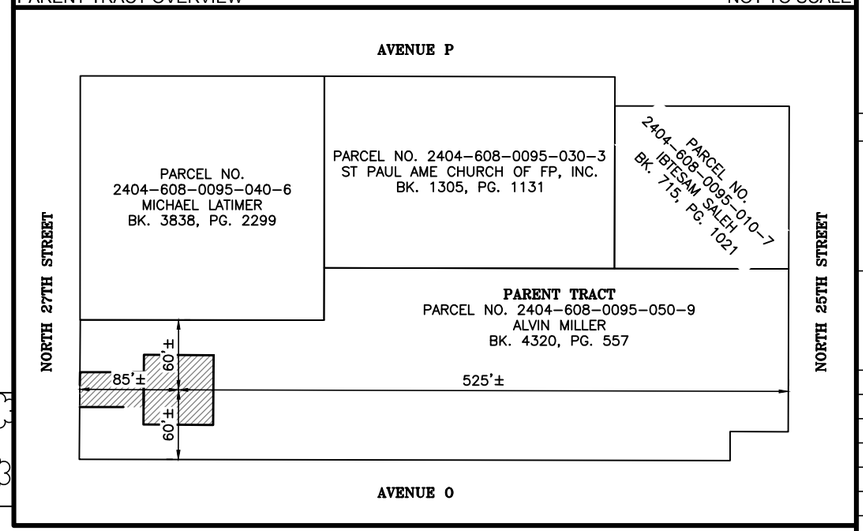
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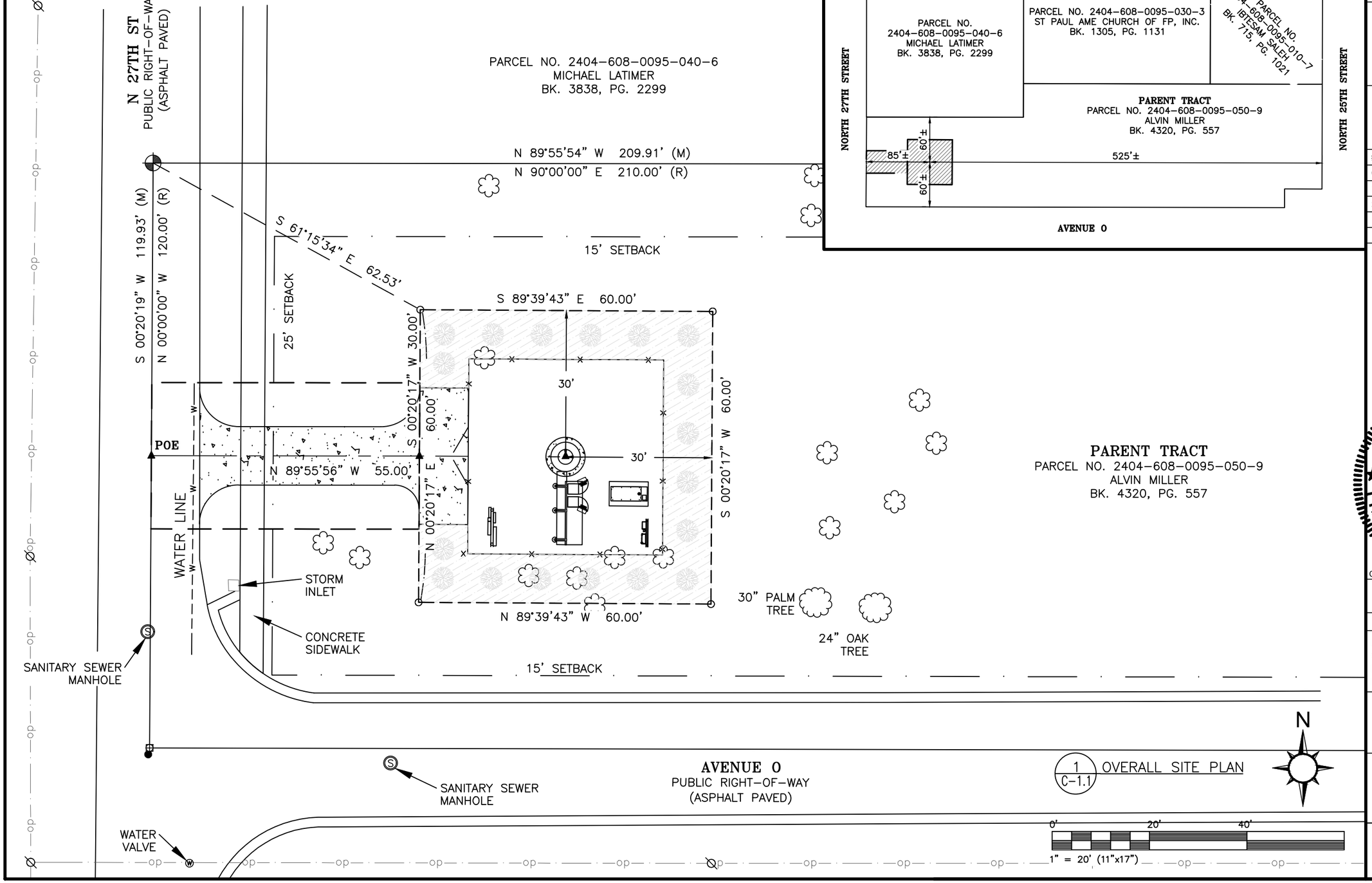
SITE NAME
FORT PIERCE (TI-OPP-19131)

SHEET NAME
AERIAL SITE PLAN

SHEET NUMBER
C-1

PARENT TRACT OVERVIEW — NOT TO SCALE





1 C-1.1 OVERALL SITE PLAN

ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T-Mobile

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
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JEREMY D. SHARIT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CA#EL 33695
04/07/22

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T-MOBILE SITE #: A2P2303

DESIGNED: JDS
CHECKED: RTB
DRAWN: BMD
LAST REV BY: BMD

SITE NAME

FORT PIERCE (TI-OPP-19131)

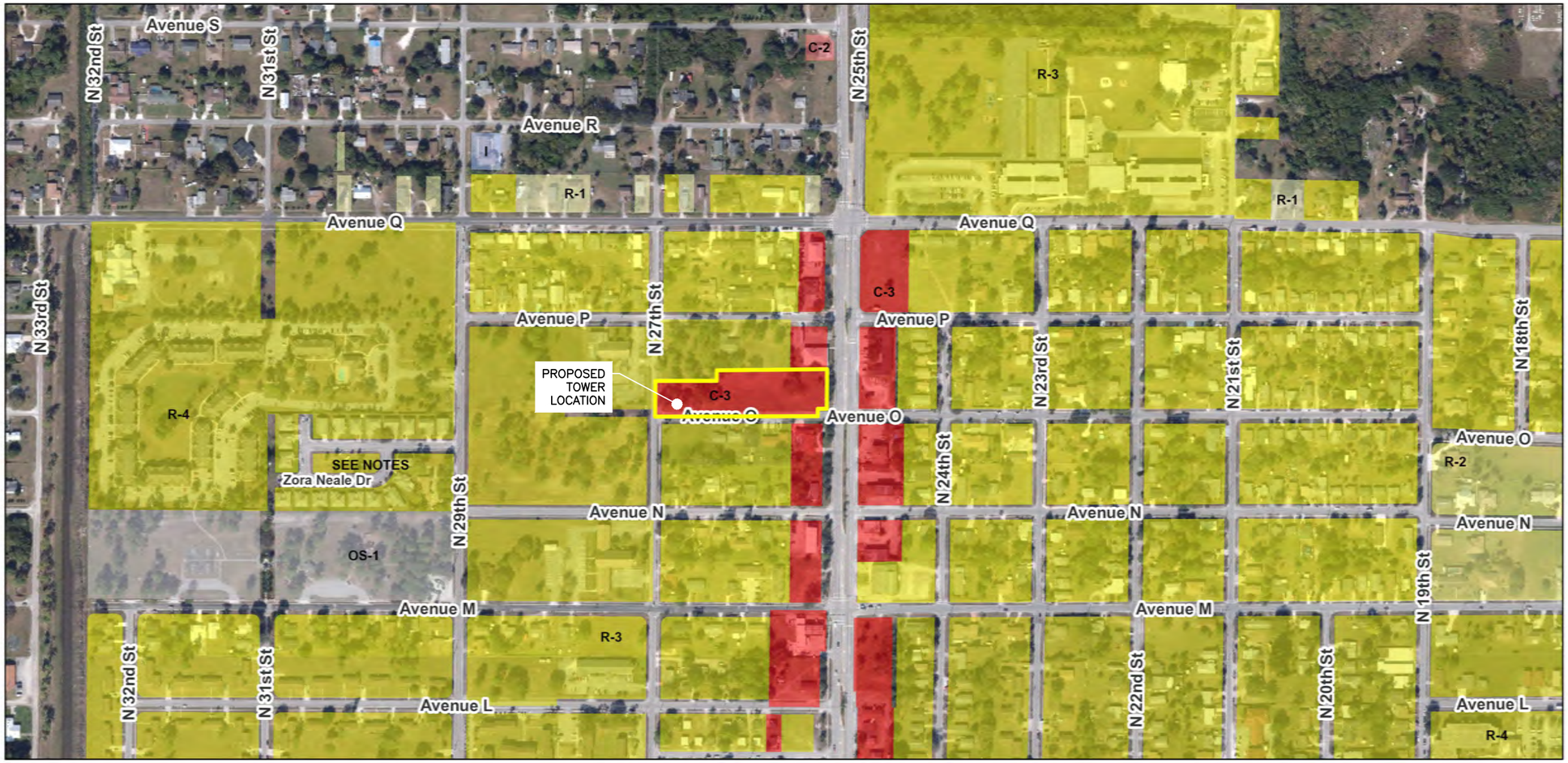
SHEET NAME

OVERALL SITE PLAN

SHEET NUMBER

C-1.1

Saint Lucie County Property Appraiser



Search Results
Comparable Search
Street Centerline
Freeway
Highway
Major Arterial
Minor Arterial
Collector
Ramp
Local
Other
FP Zoning
ROW
AG1
AR1
C-1
C-2
C-3
C-4
C-5
C-6
CP-1
D
Drainage
E-1
E-2
E-3
ES
HIRD
I
I-1
I-2
I-3
IX
OS-1
OS-2
PD
PUD
PUR
R-1
R-2
R-3
R-4
R-4A
R-5

ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T-Mobile

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING

JEREMY D. SHARIT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CA#FL 33693 04/07/22

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T-MOBILE SITE #: A2P2303

DESIGNED: JDS
CHECKED: RTB
DRAWN: BMD
LAST REV BY: BMD

SITE NAME

FORT PIERCE (TI-OPP-19131)

SHEET NAME

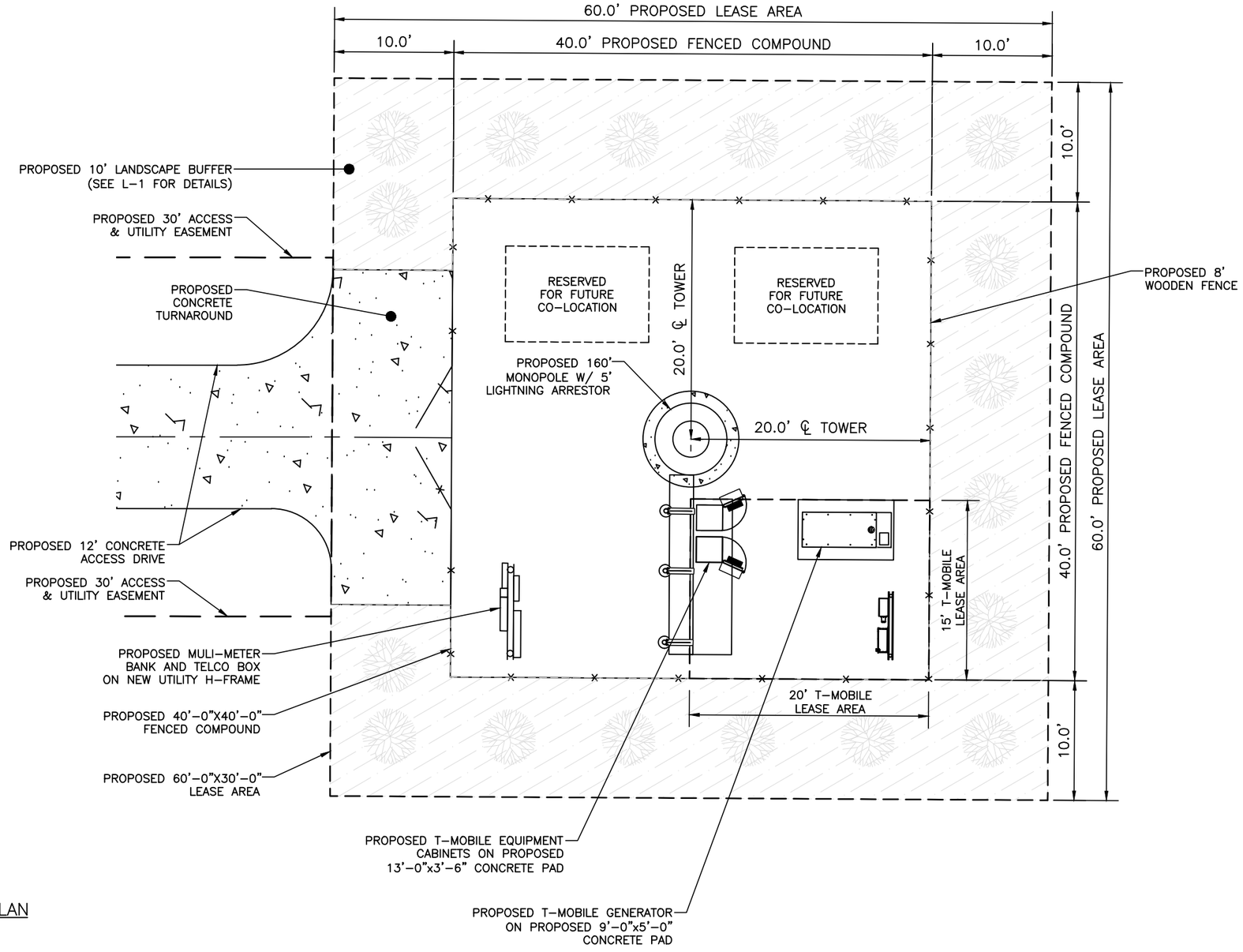
ZONING MAP

SHEET NUMBER

C-1.2

EXISTING TREES TO BE REMOVED WITHIN COMPOUND AND EASEMENT. CONTRACTOR TO FIELD VERIFY BEFORE CONSTRUCTION

REFER TO C-3 FOR PROPOSED EXTERIOR APPEARANCE AND MATERIALS



N

1 / C-2 COMPOUND PLAN

0' 10' 20' 30'

1" = 10' (11"x17")

ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T··Mobile·

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING

JEREMY D. SHARIT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CA#EL 33692 04/07/22

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T-MOBILE SITE #: A2P2303

DESIGNED: JDS
CHECKED: RTB
DRAWN: BMD
LAST REV BY: BMD

SITE NAME

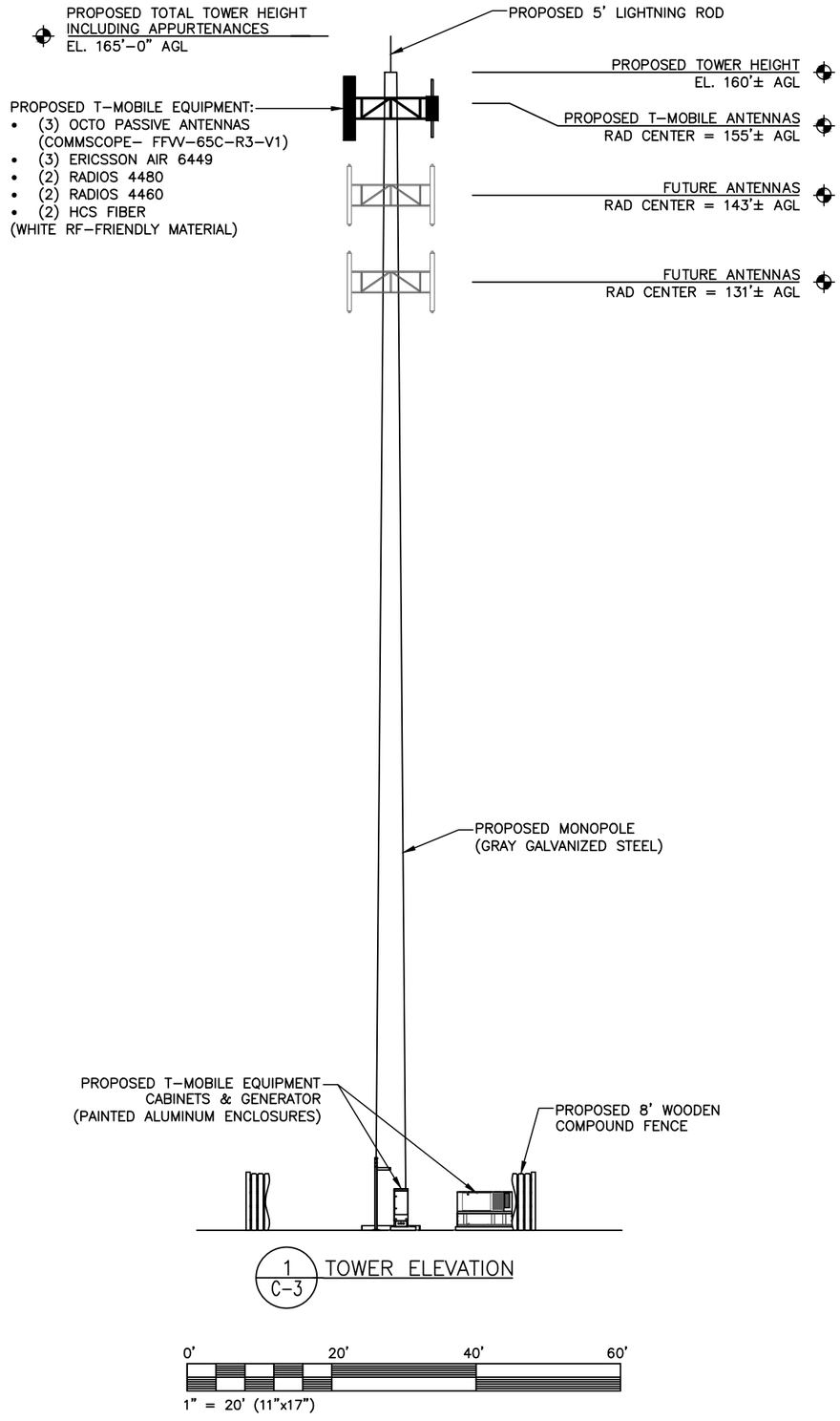
FORT PIERCE (TI-OPP-19131)

SHEET NAME

COMPOUND PLAN

SHEET NUMBER

C-2



1 C-3 TOWER ELEVATION



2 C-3 SITE SIGNAGE

SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T-Mobile

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING

JEREMY D. SHARIT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CA#EL 33695 04/07/22

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T-MOBILE SITE #: A2P2303

DESIGNED: JDS
CHECKED: RTB
DRAWN: BMD
LAST REV BY: BMD

SITE NAME

FORT PIERCE (TI-OPP-19131)

SHEET NAME

TOWER ELEVATION

SHEET NUMBER

C-3

LANDSCAPE NOTES

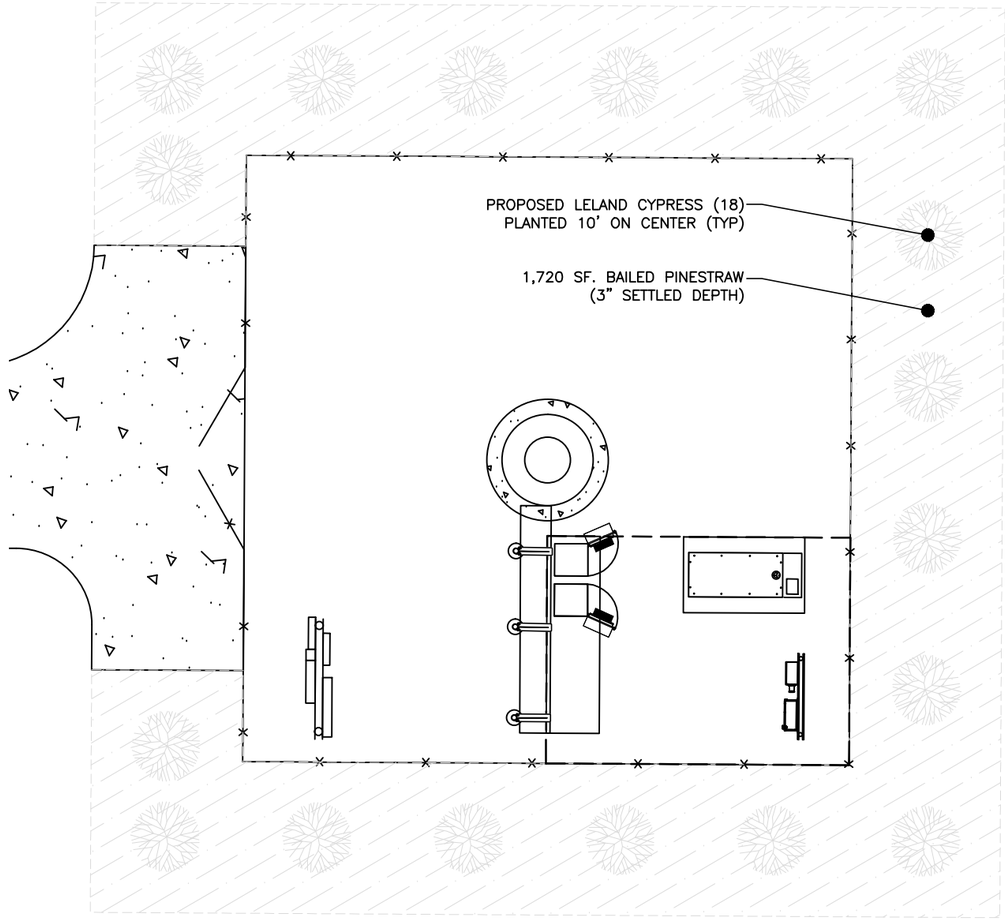
1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER'S REPRESENTATIVE BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
6. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZATION, ETC.) OF PLANTING AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE ENGINEER'S REPRESENTATIVE.
9. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
10. THE ENGINEER'S REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
11. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
12. ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

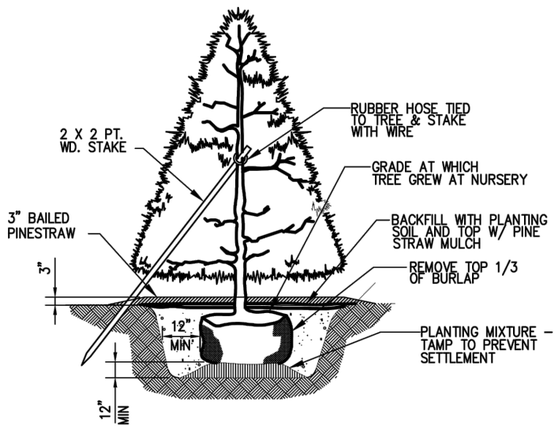
TOTAL AREA OF LANDSCAPE BUFFER: 1,720 SF – 0.0395 ACRES

PLANT LIST:

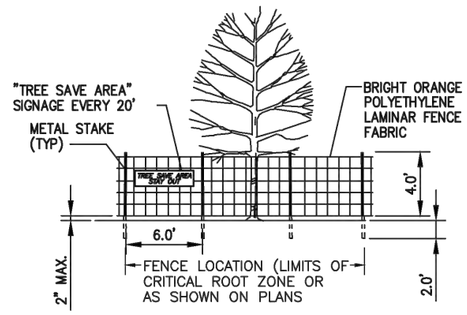
QTY.	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
18	LEYLAND CYPRESS	CUPRESSOCYPARIS LEYLANDII	6' MIN. HEIGHT AT PLANTING

1,720 SF PINESTRAW MULCH – 3" SETTLED LAYER OF CLEAN STRAW





TREE PLANTING DETAIL
NOT TO SCALE



NOTES:
1) ALL PARKING WILL OCCUR ON EXISTING DRIVE.
2) THERE WILL BE NO BURNING OR BURIAL OF DEBRIS ON SITE.
3) ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.

TREE PROTECTION DETAIL
NOT TO SCALE

1 / L-1 LANDSCAPE PLAN

N

0' 10' 20' 30'
1" = 10' (11"x17")

SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T-Mobile

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING

JEREMY D. SHARIT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CA#EL 33693 04/07/22

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T-MOBILE SITE #: A2P2303

DESIGNED: JDS
CHECKED: RTB
DRAWN: BMD
LAST REV BY: BMD

SITE NAME
FORT PIERCE (TI-OPP-19131)

SHEET NAME
LANDSCAPE PLAN

SHEET NUMBER
L-1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use: Telecommunication Tower: 1601 N 25th ST

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 4,2022

NOTICE BY MAIL: August 25, 2022

NOTICE BY SIGNS: August 3rd, 2022

VERIFIED BY: Ryan Altizer **TITLE:** Planner

SIGNATURE: Ryan Altizer **DATE:** 9/2/2022

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

August 30, 2022

Dear Property Owners:

The representative, Tillman Infrastructure, Inc, is requesting approval of a Conditional Use to construct a 160-monopole communications tower at approximately at 1601 N 25th Street. The subject site is surrounded by commercial uses. property has a Future Land Use of Medium Density Residential (RM) and is zoned General Commercial Zone (C-3).

The Parcel ID of the site is 2404-608-0095-050-9, and legal description of the property is: GARDEN CITY FARMS 05 35 40 BEG AT SE COR TRACT 48, TH RUN W 660 FT, TH N 120 FT, TH E 210 FT, TH N 45 FT, TH E 450 FT, TH S 165 FT TO POB-LESS S 25 FT OF E 100 FT AND LESS E 10 FT OF S 165 FT-

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, September 19, 2022,** which begins at **5:05 p.m**. in the City Hall Commission Chambers, 100 North U.S. #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 **Conditional Use**. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742, (772) 467-3737, 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

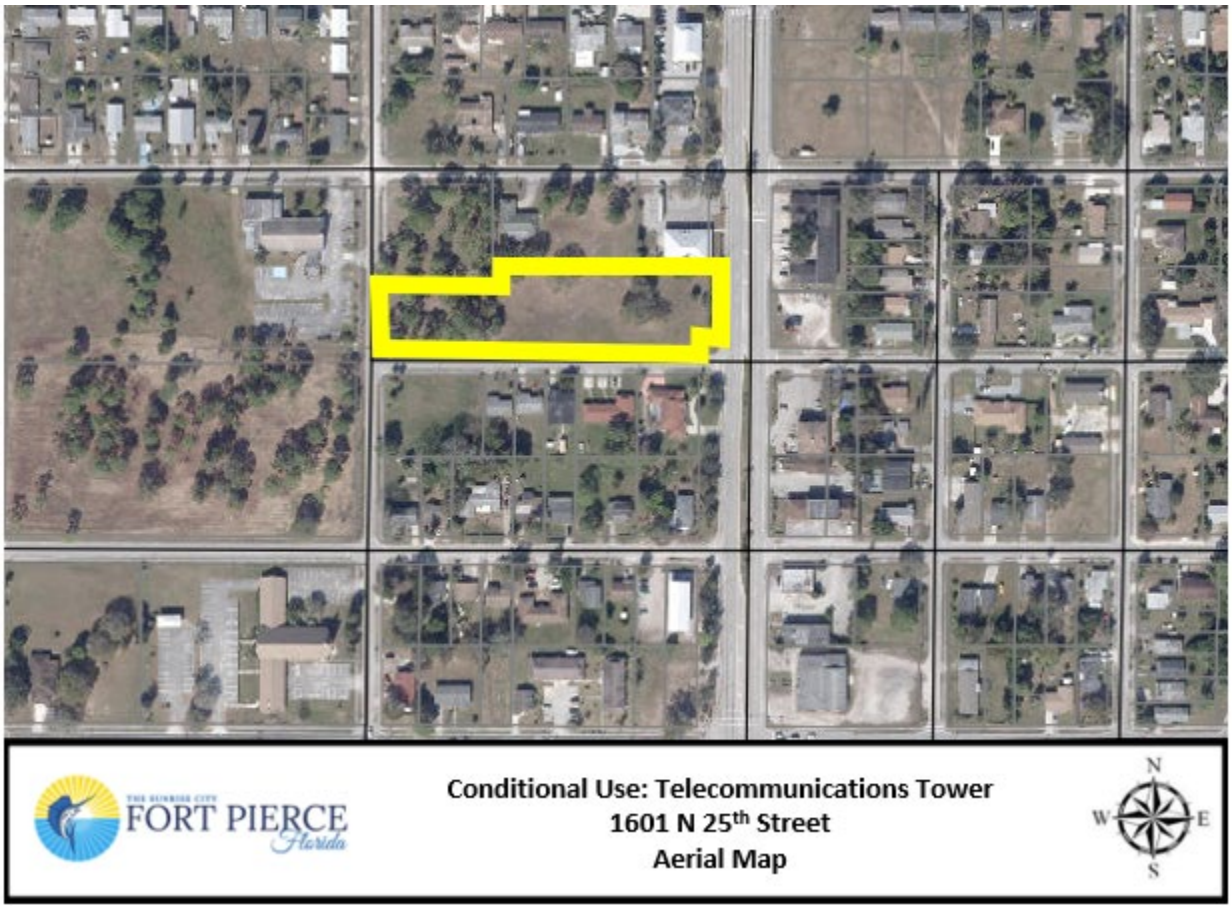
Ryan Altizer
Planner

Conditional Use– Telecommunications Tower – 1601 N 25th Street

Phone
772-467-3742 or 772-467-3737

Email
raltizer@cityoffortpierce.com

Site Location Map
1601 N 25th Street



Alton Fuller
2802 Avenue P
Fort Pierce; FL 34947-1915

Alvin Miller
4200 Enchanted CT
Nashville; TN 37218-1827

Angela Bradley
1605 N 24th St
Fort Pierce; FL 34950-2036

Annie A Birch
2607 Avenue N
Fort Pierce; FL 34947-1934

Annie Pearl Reynolds
2608 Avenue N
Fort Pierce; FL 34947-1933

Bessie A Webster
5005 Seagrape DR
Fort Pierce; FL 34982-7101

Betty J Barnes Living Trust
PO Box 2274
Fort Pierce; FL 34954-2274

Bonnie L Starling (TR)
3322 Sunrise Blvd
Fort Pierce; FL 34982-6564

C2 And E Properties
6153 NW Gatun DR
Port St Lucie; FL 34986-3798

Charles Bryant Jr
2300 Avenue P
Fort Pierce; FL 34950-2091

ChloAnn L Lawrence (TR)
2606 Avenue N
Fort Pierce; FL 34947-1933

Christopher Hall
1509 N 24th St
Fort Pierce; FL 34950-2031

Claude Schibar
PO Box 15785
West Palm Beach; FL 33416-5785

Cleveland Richardson and Margaret Jones and Tonya Richardson
2405 Avenue O
Fort Pierce; FL 34950-2047

Debra Ann Curtis
3405 Avenue L
Fort Pierce; FL 34947-2365

Donald Scott
1511 N 25th St
Fort Pierce; FL 34947-1912

Dorothy Ellis Gordon (EST)
2604 Avenue P
Fort Pierce; FL 34947-1914

Eckle's Lounge Inc
1701 N 25th ST
Fort Pierce; FL 34947-1911

Eleanor B Dillon
1707 N 27th St
Fort Pierce; FL 34947-1903

Eugene Monroe and Genova Monroe
2503 Avenue Q
Fort Pierce; FL 34947-2029

Fannie Mae Anderson (EST)
2610 Avenue N
Fort Pierce; FL 34947-1933

FB Royal Garden LLC
10801 NW 7th AVE
Miami; FL 33168-2105

Felicia Rivas
164 Ponce de Leon ST
Royal Palm Beach; FL 33411-1213

Felicia S Davis
1703 N 27th St
Fort Pierce; FL 34947-1903

FIRST FT PIERCE DEVELOPERS LLC
7 Ronald DR
Monsey; NY 10952-3160

FOUR HOLDINGS LLC
5475 NW Saint James DR; Unit # 163
Port St Lucie; FL 34983-3444

Frances L Jones (EST) and Rolanda A Jones
2705 Avenue Q
Fort Pierce; FL 34947-2031

FT PIERCE COMMERCIAL PROPERTIES LLC
1920 Palm Beach Lakes BLVD; Unit Ste 207
West Palm Beach; FL 33409-3506

Gail D Ingram
2603 Avenue Q
Fort Pierce; FL 34947-2059

Geneva Cook
2712 Avenue P
Fort Pierce; FL 34947-1932

GWENDOLYN DIONE MCKENZIE REVOCABLE TRUST
1560 Patrick AVE
Tallahassee; FL 32310-4943

Henry A Spears and Patricia A Spears
2601 Avenue Q
Fort Pierce; FL 34947-2059

House Of God Which Is The Church of the Living God
PO Box 1714
Fort Pierce; FL 34954-1714

Ibtesam Saleh
928 Campbell Rd
Fort Pierce; FL 34945-2142

Ivory Brown II
2402 Avenue O
Fort Pierce; FL 34950-2046

James W Smith Jr
2603 Avenue N
Fort Pierce; FL 34947-1934

Joachim Dubussion
1607 N 24th St
Fort Pierce; FL 34950-2036

Johnny Nixon and Carolyn Nixon
1602 N 24th ST
Fort Pierce; FL 34950-2042

Joshua T Crutchfield
117 NE 11th AVE
Boynton Beach; FL 33435-3107

Josie G Taylor
1608 N 24th St
Fort Pierce; FL 34950-2042

Leonard Bruce
1914 Royal Palm DR
Fort Pierce; FL 34982-5627

Lionel Edgar Johnson
1412 N 27th ST
Fort Pierce; FL 34947-1902

Loretta Rackins
2505 Avenue N
Fort Pierce; FL 34947-1926

Lossie Jones (TR)
2706 Avenue P
Fort Pierce; FL 34947-1932

Lucian Lewis III
475 NW Dover CT
Port St Lucie; FL 34983-3413

Lynette J Steele and Alexander Steele
316 Serena St
Upper Marlboro; MD 20774-1934

Mazie W Epps (LF EST)
1511 N 24th ST
Fort Pierce; FL 34950-2031

Michael Latimer
8008 Plantation Lakes DR
Port St Lucie; FL 34986-3013

Mohammed Shehadeh
1516 N 25th St
Fort Pierce; FL 34947-1913

NM & HM Inc
6980 NW Denargo St
Port St Lucie; FL 34983

Odette Luxama
5136 NW Newark Ln
Port St Lucie; FL 34983

Omar Noa Acosta and Claudia Noa
2307 Avenue O
Fort Pierce; FL 34950-2064

Oscar Tulio Alvarado
6065 Haddon RD
West Palm Beach; FL 33417-5528

Ron Ramot
9655 Woods DR; Unit Unit 608
Skokie; IL 60077-4422

Ronald E Smith and Casandra Smith
2844 Blackwater Creek DR
Lakeland; FL 33810-2658

Roosevelt K Benjamin
2401 Avenue P
Fort Pierce; FL 34950-2094

Rosa D Baggett
2602 Avenue N
Fort Pierce; FL 34947-1933

Sandra R Alexander (TR)
2304 Avenue P
Fort Pierce; FL 34950-2091

Shando Lynn Bethel
2602 Avenue P
Fort Pierce; FL 34947-1914

Shirley A Gibson
424 N 29th ST
Fort Pierce; FL 34947-2602

Simp Cherry
1608 N 24th St
Fort Pierce; FL 34950-2042

St Paul AME Church of FP Inc
PO Box 636
Fort Pierce; FL 34954-0636

Susie Clark (EST)
2603 Avenue O
Fort Pierce; FL 34947-1928

Thomasena M Jones
2506 Avenue P
Fort Pierce; FL 34947-1931

Willie A Turner
2509 Avenue O
Fort Pierce; FL 34947-1928

Xavier Copeland and Rachel Workman and Juanita Noble
2502 Avenue N
Fort Pierce; FL 34947-1927

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning

RUN ONCE: Sunday, September 4, 2022

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, will on Monday, September 16, 2022, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

1. Application for a Conditional Use with New Construction & Design Review submitted by applicant Tillman Infrastructure, Inc to construct a telecommunications tower at 1601 N 25th Street, more specifically located at Parcel Control Number: 2404-608-0095-050-9.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 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

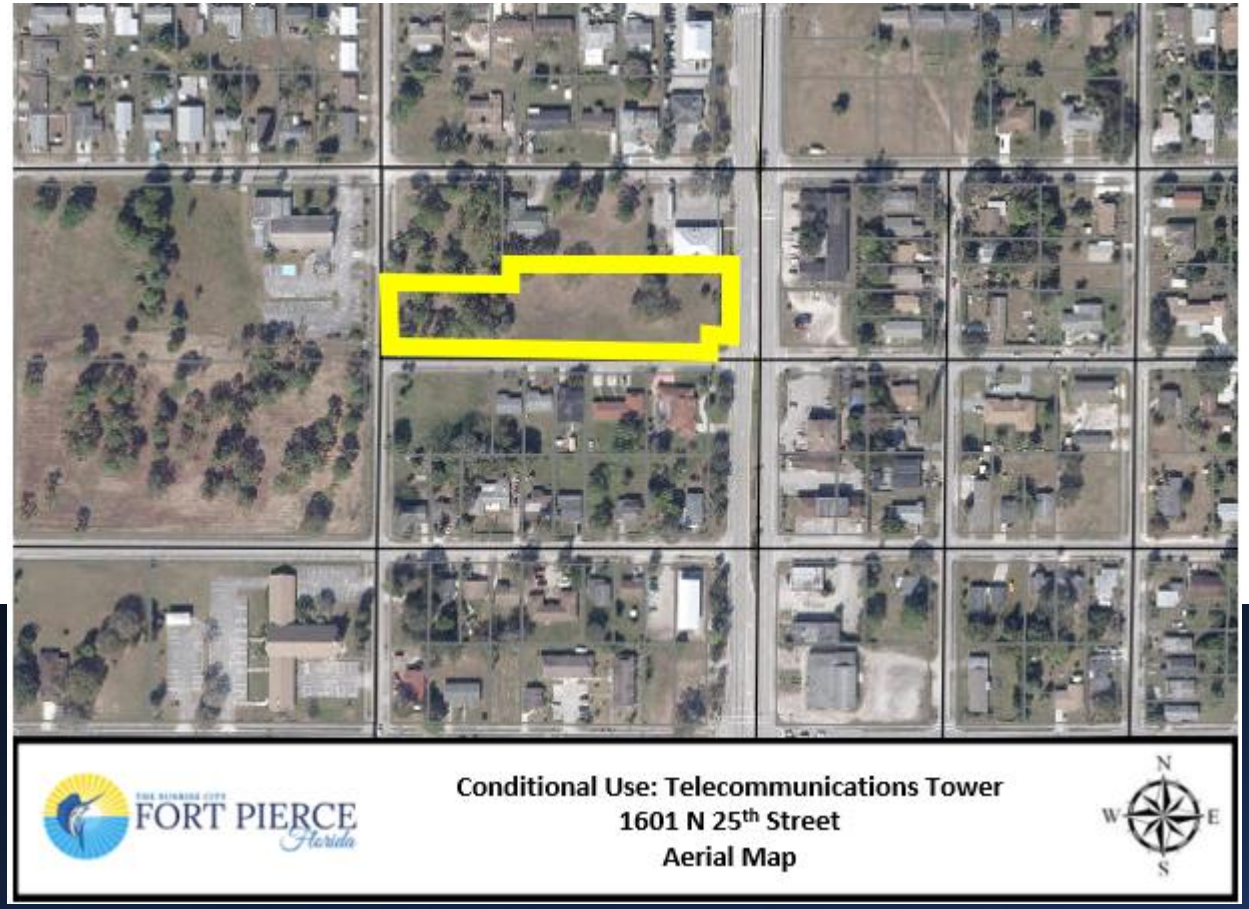
Conditional Use: T-Mobile Telecommunication Tower

1601 N 25th Street

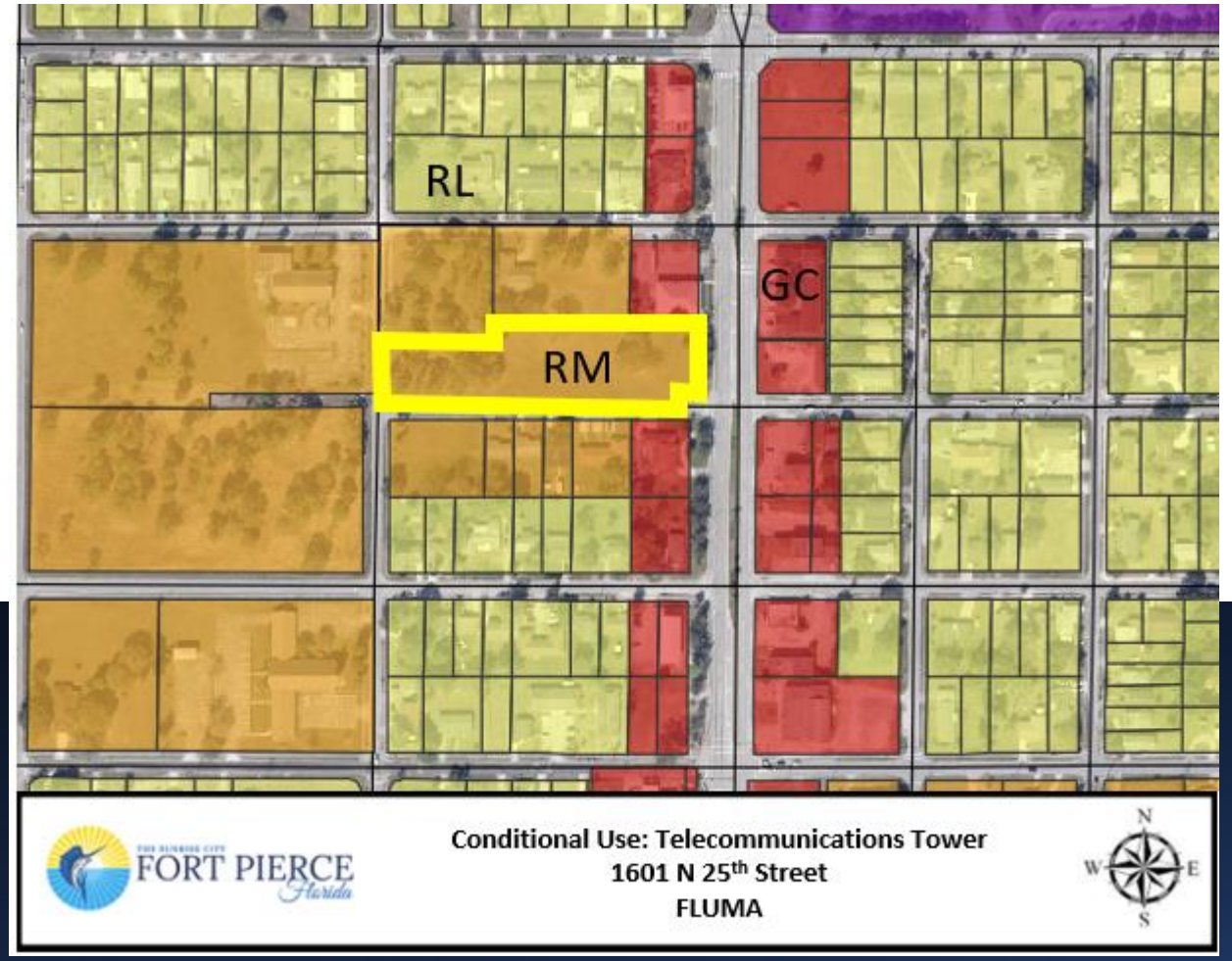


Location Map

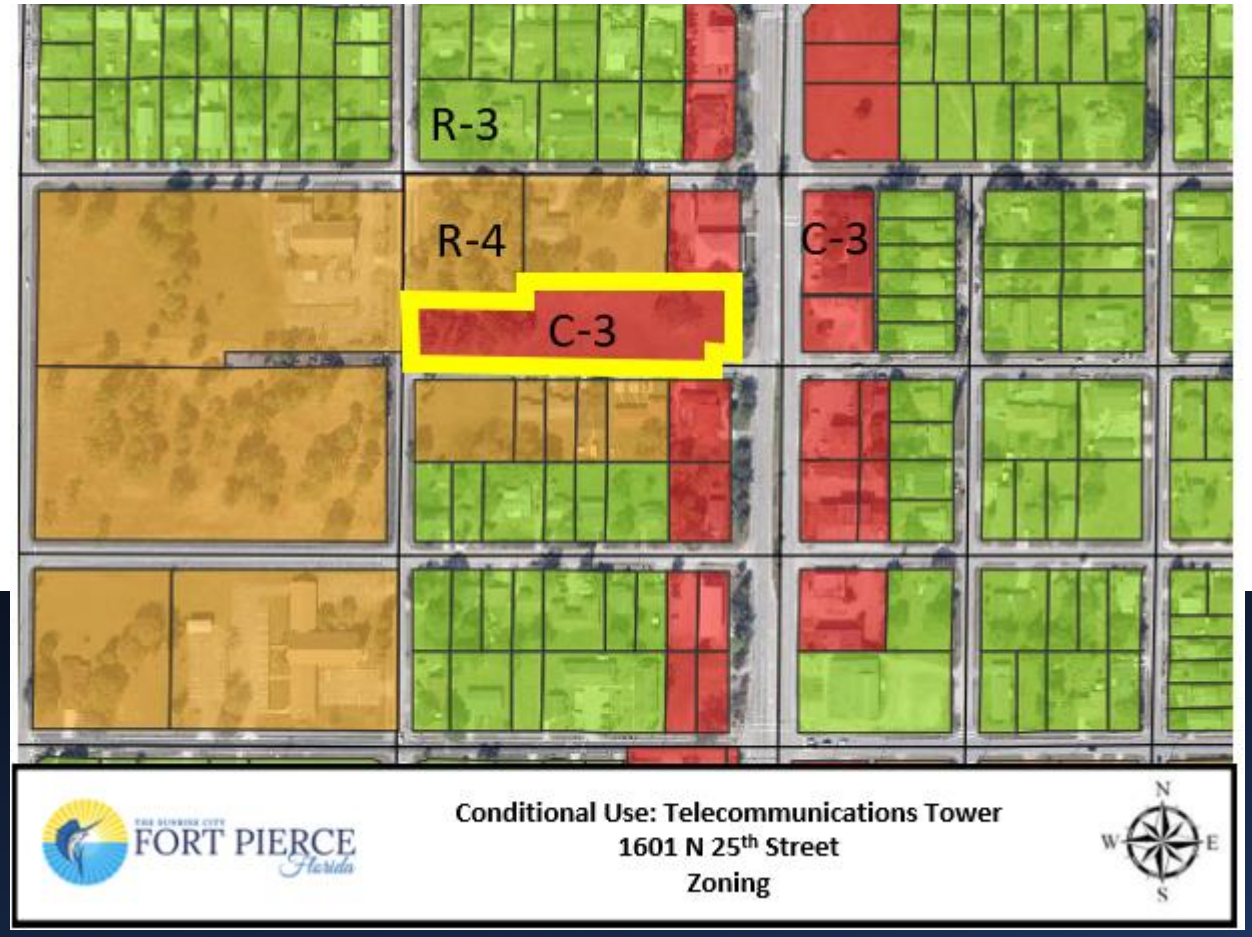
Approx. 1.05 acres



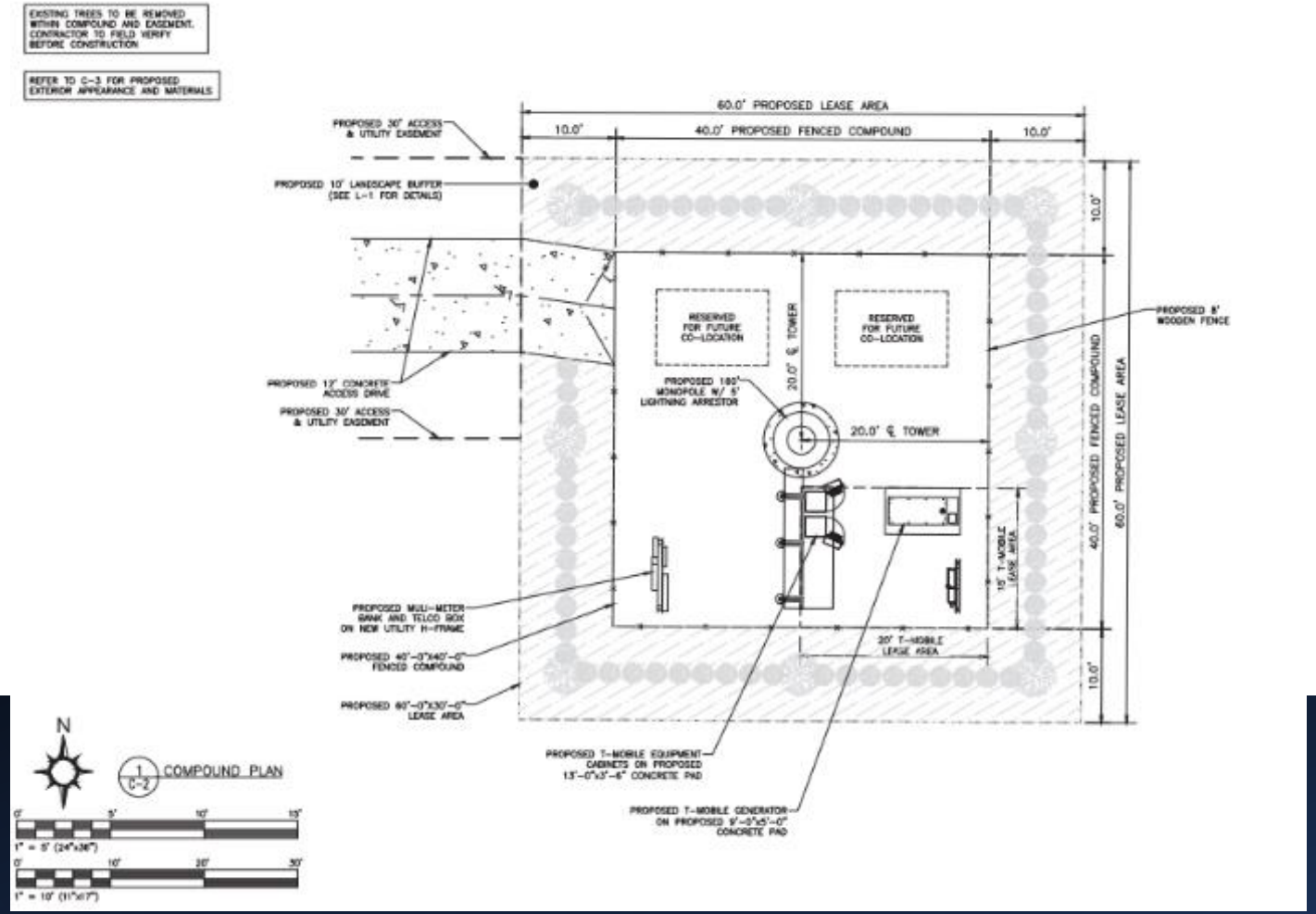
Future Land Use



Zoning


R-3
R-4
C-3
C-3
FORT PIERCE
Florida
Conditional Use: Telecommunications Tower
1601 N 25th Street
Zoning
N
W
E
S

Site Plan



- 160 ft Monopole/Telecommunications Tower
- Proposed T-Mobile Generator and Equipment Cabinets

Planning Board Recommendation

The Planning Board, at their meeting on August 8, 2022, voted unanimously to recommend Approval of the request with the condition that the applicant try to find a way to use a design that camouflages the pole (i.e. a flag pole or a tree design).



Staff Recommendation

The proposed use offers a provision of a wireless communication tower representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL with the condition:**

- The applicant try to find a way to use a design that camouflages the pole

City Commission Actions

Possible actions of the City Commission:

- APPROVAL of the proposed Conditional Use, and no changes
- APPROVAL of the proposed Conditional Use with changes
- DISAPPROVAL of the proposed Conditional Use

Conditional Use: T-Mobile Telecommunication Tower

1601 N 25th Street



Tillman Infrastructure

LLW LEWIS LONGMAN WALKER



CITY OF FORT PIERCE
CITY COMMISSON MEETING
SEPTEMBER 19, 2022

Lewis, Longman & Walker, P.A.
Telsula C. Morgan, Esq.
tmorgan@llw-law.com
Tara Duhy, Esq.
tduhy@llw-law.com

APPLICATION FOR CONDITIONAL USE AND DESIGN REVIEW FOR TELECOMMUNICATIONS TOWER

Applicant:	Tillman Infrastructure, LLC
Property Address:	1601 N. 25th Street, Fort Pierce, Florida
Parcel Id:	2402-608-0095-050-9
Property Owner:	Alvin Miller

WHO IS TILLMAN INFRASTRUCTURE, LLC?

Tillman Infrastructure

Tillman Infrastructure, LLC is a telecommunications infrastructure developer. Tillman Infrastructure was founded in 2016 consists of a team of industry professionals and innovators with over 300 years of cumulative experience. Tillman is committed to helping its infrastructure partners – customers, sellers, landlords, and communities - achieve their wireless infrastructure goals through a history of fairness, operational excellence, deep sector expertise, and an extensive industry network.

WHAT IS 5G TECHNOLOGY?

- 5G is the fifth generation of cellular network technology.

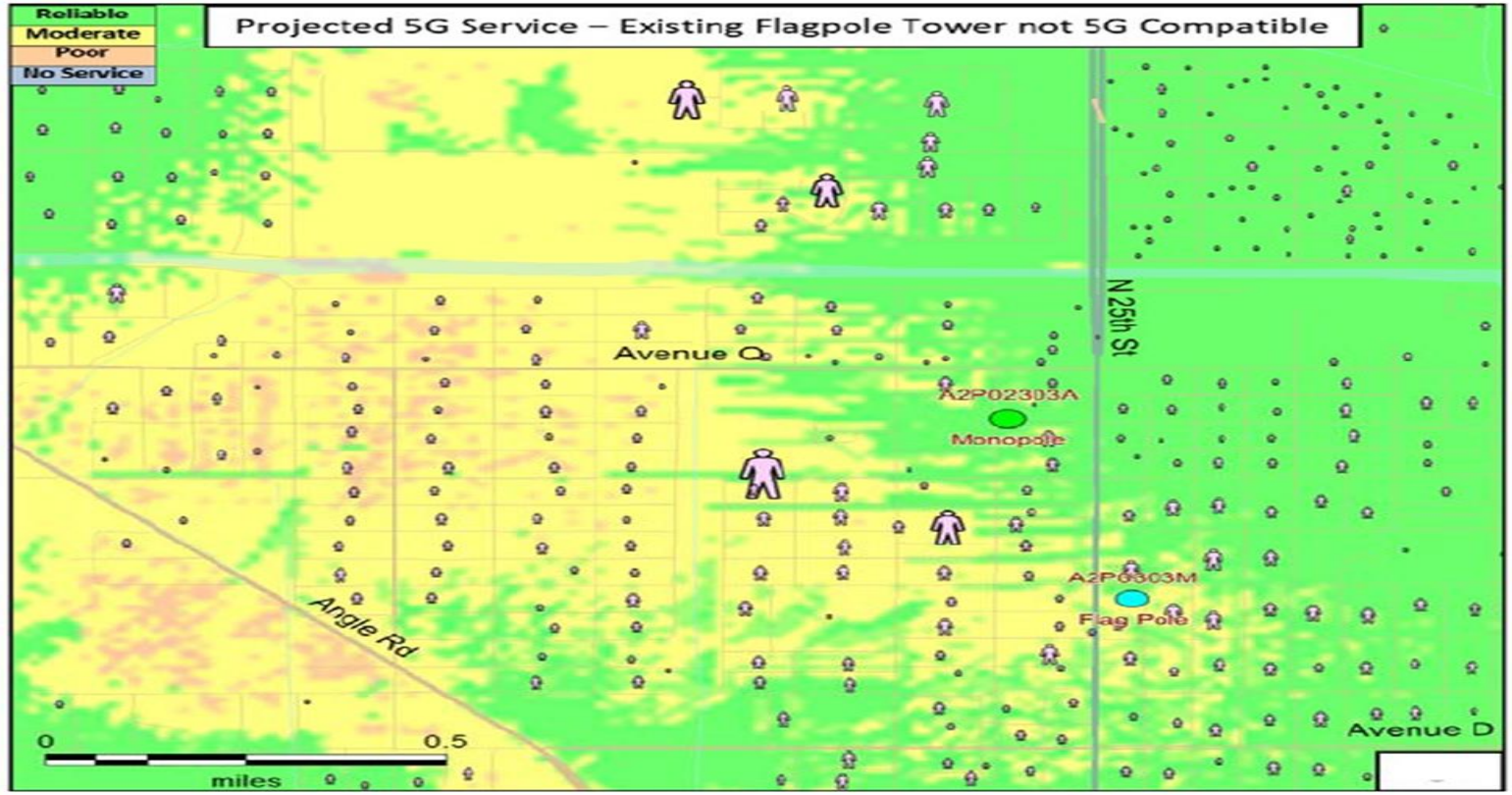
BENEFITS OF 5G TECHNOLOGY?

- 5G technology allow for ultra-fast downloads, telemedicine, alternate realty (AR) gaming and self-driving cars.
- It is around 100x faster than 4G or LTE technology.
- It will lower latency, or network response time.
- It will add capacity for millions more devices.

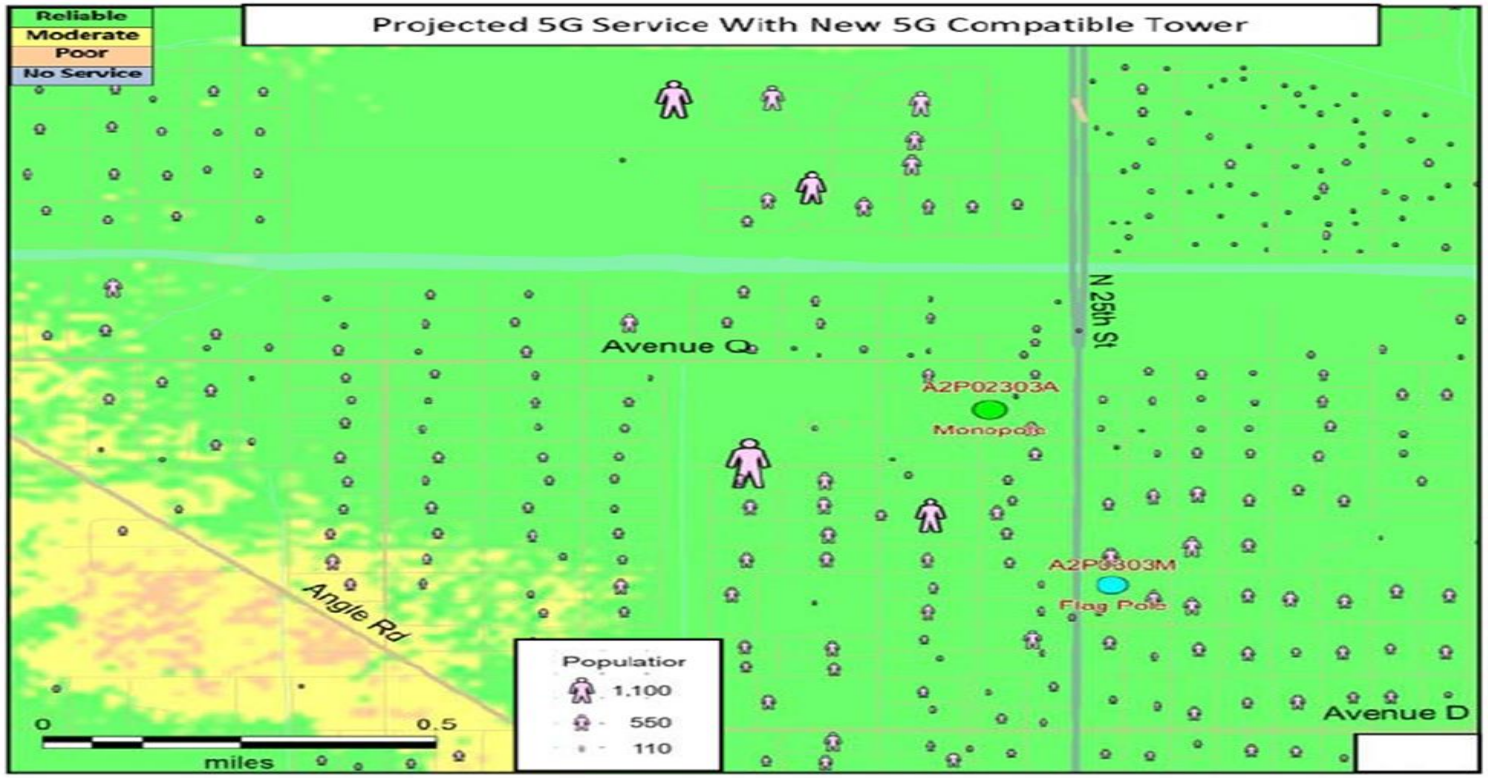
SEARCH RING


- 5G T-Mobile Site
- 4G T-Mobile Site
- search ring polygon
- Proposed Tower
St Lucie County International Airport
A2P0105A
Monopole
A2P0307M
Monopole
Fort Pierce North
1.39 mi
A2P02303A
Monopole
1.30 mi
A2P0043A
Monopole
A2P0303M
Flag Pole
1.98 mi
2.68 mi
2.52 mi
1.89 mi
FL 68
A2P0227A
Flag Pole
A2P0304M
Self Support Tower
A2P0319M
Self Support Tower
A2P0044C
Guyed Tower
A2P0084A
Self Support Tower
0
1
miles
Fort Pierce
US 1
FL 70
RT 707

EXISTING 5G COVERAGE NEED



5G COVERAGE WITH PROPOSED MONOPOLE TOWER



TOWER SITE SELECTION

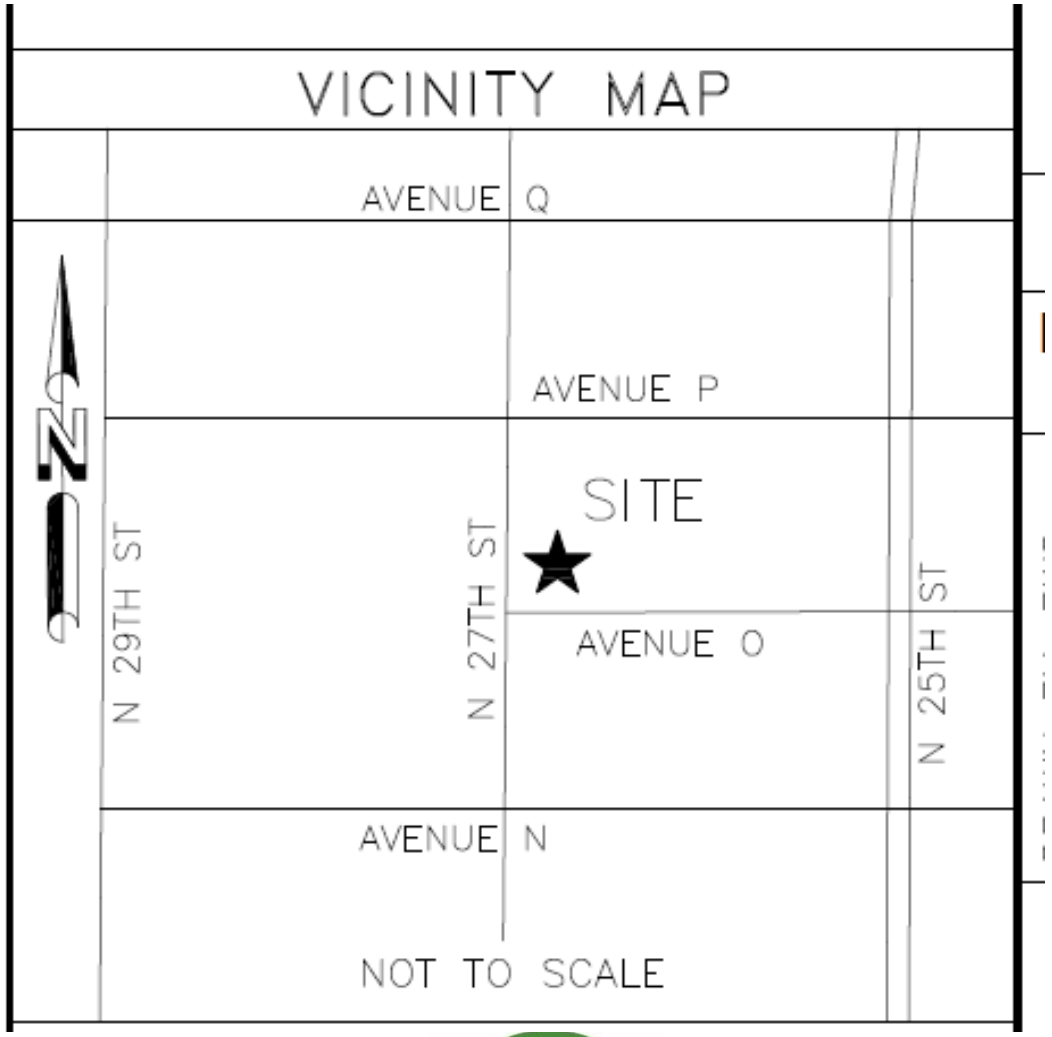
How are locations for towers selected?

Cellular tower locations are the result of an engineering field called Radio Frequency Engineering or RF, for short. RF engineers at the various wireless companies determine where the placement of a new tower will accomplish one (or more) of three goals:

- **Expansion:** The tower site provides coverage over areas that do not currently have coverage.
- **Capacity:** The tower site provides additional capacity for the carrier to handle more calls in areas where existing towers are overloaded.
- **Quality:** The tower fills in a hold or an area where customer calls are frequently dropped or call service is poor.

SITE CHARACTERISTIC PREFERENCES:

- Available Azimuths
- Equipment Area
- Ease of Construction
- Construction Cost
- Structural Capacity
- Ease of Leasing
- Cost of Leasing
- Ease of Access
- Preferred RAD Center
- Cost of Expansion/Modification
- Proximity to Residential Areas

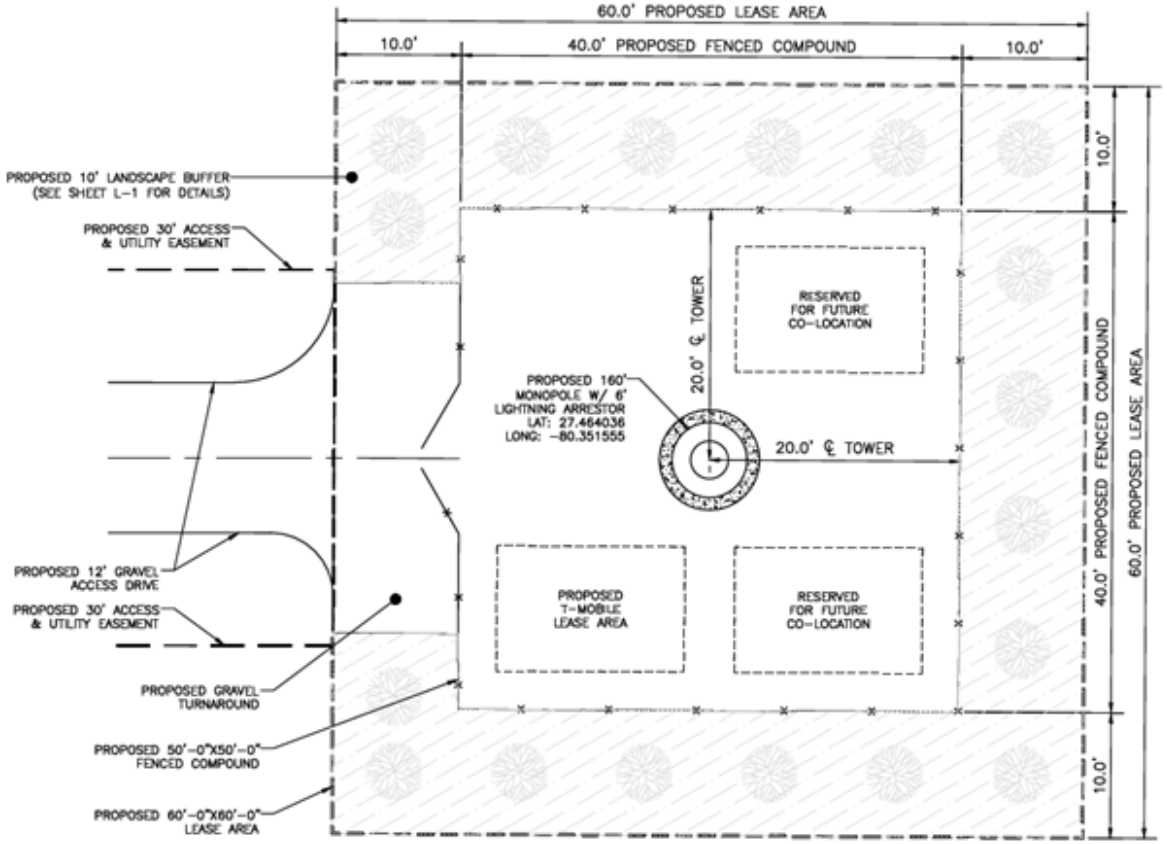

VICINITY MAP
AVENUE Q
AVENUE P
SITE
AVENUE O
AVENUE N
N 29TH ST
N 27TH ST
N 25TH ST
NOT TO SCALE

PROPOSED SITE AND SURROUNDING PROPERTIES

Proposed Setbacks
a. 85 ft. front yard.
b. 60 ft. side yard.
c. 525 ft. rear yard.



SITE PLAN


60.0' PROPOSED LEASE AREA
10.0'
40.0' PROPOSED FENCED COMPOUND
10.0'
PROPOSED 10' LANDSCAPE BUFFER
(SEE SHEET L-1 FOR DETAILS)
PROPOSED 30' ACCESS
& UTILITY EASEMENT
RESERVED
FOR FUTURE
CO-LOCATION
20.0' ℄ TOWER
PROPOSED 160'
MONOPOLE W/ 6'
LIGHTNING ARRESTOR
LAT: 27.464036
LONG: -80.351555
20.0' ℄ TOWER
PROPOSED 12' GRAVEL
ACCESS DRIVE
PROPOSED 30' ACCESS
& UTILITY EASEMENT
PROPOSED
T-MOBILE
LEASE AREA
RESERVED
FOR FUTURE
CO-LOCATION
PROPOSED GRAVEL
TURNAROUND
PROPOSED 50'-0"X50'-0"
FENCED COMPOUND
PROPOSED 60'-0"X60'-0"
LEASE AREA
10.0'
40.0' PROPOSED FENCED COMPOUND
60.0' PROPOSED LEASE AREA
10.0'

FORT PIERCE CELL TOWER – AERIAL VIEW



FORT PIERCE CELL TOWER – PERSPECTIVE VIEW 1



FORT PIERCE CELL TOWER – PERSPECTIVE VIEW 2



CONDITIONAL USE
SECTION 125-235

The purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

STANDARDS FOR REVIEW
SECTION 125-361(d)

The city shall consider and weigh the aesthetic impact and compatibility issues of the proposed antenna support structure with the public benefit derived from having an efficient and reliable wireless communications system when determining whether or not to approve the application. Consideration shall be based upon these factors:

(1) Height of the proposed antenna support structure.

(2) Proximity of the antenna support structure to residential structures and residential district boundaries.

(3) Nature of uses on adjacent and nearby properties.

(4) Surrounding topography.

(5) Surrounding tree coverage and foliage.

(6) Design of the antenna support structure.

(7) Proposed ingress and egress.

(8) Availability of suitable existing antenna support structures and other structures. Evidence submitted to demonstrate that no existing antenna support structure or other structure can accommodate the applicant's proposed antenna may consist of any of the following:

a. No existing antenna support structures or other suitable structures are located within the geographic area required to meet the applicant's engineering requirements;

b. Existing antenna support structures or other suitable structures are not of sufficient height to meet the applicant's engineering requirements;

c. Existing antenna support structures or other suitable structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment;

d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing antenna support structure or other suitable structure, or the antenna on the existing antenna support structure would cause interference with the applicant's proposed antenna;

e. The fees, costs or contractual provisions required by the applicant in order to share an existing antenna support structure or other structure or to adapt such structure for sharing are unreasonable. Costs exceeding a new antenna support structure are presumed to be unreasonable.

f. The applicant demonstrates that there are other limiting factors that render existing antenna support structures or other structures unsuitable.

FEDERAL LAW AND REGULATIONS

The Telecommunications Act of 1996

- In 1996, the U.S. Congress enacted the Telecommunications Act of 1996, Pub.L.No. 104-104, §704; 110 Stat. 56 (1996) (the “”TCA” or the “Telecommunications Act”).
- The intent of the TCA as enacted by Congress was to institute a framework to promote competition and innovation within the telecommunications industry.
- Balancing wireless deployment with preservation of traditional local zoning authority.

FEDERAL LAW AND REGULATIONS

The Telecommunications Act of 1996

47 U.S.C. 332(c)(7)(A) Preservation of local zoning authority

(A) GENERAL AUTHORITY - Except as provided in this paragraph, nothing in this chapter shall limit or affect the authority of the State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

(B) LIMITATIONS

- Shall not unreasonably discriminate among providers of functionally equivalent services; and
- Shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

FEDERAL STANDARDS

The Federal Communications Commission governs what local jurisdictions may consider in their review of telecommunication facilities.

Location and Design

- Per 47 U.S.C. 332(c)(7)(B)(i)(II), the City may not regulate the placement, construction or modification of wireless service facilities in a manner that prohibits or effectively prohibits the provision of personal wireless services.
- Federal law does not prohibit the City from considering aesthetics and location under reasonable, objective and published criteria.
- FCC Order 18-33 became effective in early 2019

  - Establishing a 60 day and 90 day “shot clock” for applications for co-locations and new wireless facilities respectively (including small cell facilities).

FEDERAL STANDARDS

- Prohibiting aesthetic standards unless they were:
  - Reasonable
  - No more burdensome than those applied to other infrastructure
  - Objective
  - Published in advance

FEDERAL STANDARDS

RF Emissions

- Per 47 U.S.C. 332(c)(7)(B)(iv), no state or local government may regulate facilities on the basis of the perceived health effects of radio frequency (RF) emissions, except to ensure compliance with federal RF standards.

- The maximum permissible RF exposure limits adopted by the FECC for both general population/uncontrolled exposure and for occupational/controlled exposure incorporate a substantial margin of safety and have been established to be well below levels generally accepted as having the potential to cause adverse health effects.

PLANNING BOARD RECOMMENDATION

The Planning Board at their meeting on August 8, 2022, voted unanimously to recommend Approval of the request with the condition that the applicant try to find a way to use a design that camouflages the tower.

SUMMARY

- The proposed telecommunications tower meets all of the siting criteria for a telecommunications tower under the City's Zoning Code.
- The proposed Facility is required to close a substantial COVERAGE GAP and represents the ONLY VIABLE ALTERNATIVE.
- Pursuant to §704(a) of the Federal Telecommunications Act of 1996 which provides, among other things, that wireless facilities may not be prohibited in any particular area and that any zoning denial of zoning relief must be based upon substantial evidence.

Accordingly, Tillman Infrastructure, LLC respectfully requests that the City Commission grant its APPROVAL of its application for Conditional Use with New Construction and Design Review of the proposed Telecommunications Tower.

Site Maintenance Plan

Date: September 9, 2022

Location: N 27th St., Fort Pierce, FL 34947

Name of Party Responsible for Weed Control:

Tillman Infrastructure

Address of Responsible Party
152 W 57th Street, 27th Floor
New York, NY 10019

Phone Number: 800-821-5825

E-Mail: Tillman-Maintenance@Tillmaninfrastructure.com

Approximate Size of Property: 100' x 100' (Tillman Leased Area)

Purpose of Property: Operate Cell Site

Tillman Site Id: TI-OPP-19131 / TI-03665-FL

Site Maintenance Plan

Please list your management goals as they apply to this property: Goal is to keep all vegetation off compound, access road and guy anchor areas (if applicable). We use chemical & mechanical means to accomplish the goal.

Weed Control Objectives

1st Quarter - Apply Pre-emerge Chemical application
2nd Quarter - Mow or weed whack all vegetation
3rd Quarter - Mow or weed whack all vegetation
4th Quarter - Address any vegetation mechanically and with Chemical application.

Maintenance Visit Scope of Work

Access Roads

- **Road Gates**
    - SIGNAGE - Ensure Tillman site and FCC tower ID, where applicable, are posted and securely mounted
    - LOCKS - Ensure that a Tillman lock is present. Ensure that no locks are locked out of the "daisy chain" lock configuration
    - GATE - Ensure that gate swings freely and can be easily opened. Ensure that gate members are not damaged.

- **Road Maintenance**
  - VEGETATION - Cut and remove dead vegetation
  - Note areas of road that are damaged from water drainage run-off
  - TREES – Cut and clear tree branches / bushes impeding a free and safe access to site.
  - ROAD CONDITION – Note area(s) of road that have potholes or other conditions which unreasonably restrict access.
  - 5. TRASH – Remove any trash from compound and site access road.

Site Compound

- **Compound Gates**
  - SIGNAGE - Ensure Tillman site and FCC tower ID, FCC Required RF warning signs, where applicable, are posted and securely mounted
  - LOCKS - Ensure that a Tillman lock is present. Ensure that no locks are locked out of the "daisy chain" lock configuration.
  - GATE - Ensure that gate swings freely and can be easily opened.
  - GROUNDING – Ensure that gate supports are grounded to adjacent fence poles.

- **Compound Surface**
  - HERBICIDE - Apply pre-emergent / herbicide in compound and five feet outside of the fence, as required to control vegetation
  - VEGETATION - Cut and remove dead vegetation
  - Note areas of road that are damaged from water drainage run-off
  - TREES – Cut and clear trees / bushes impeding a free and safe access to site.

- **Landscaping**
  - GRASS – Cut and mulch grass to a level surface with a blade length of 2 to 3 inches.
  - BUSHES – Trim any bushes to make the site aesthetically pleasing. Note any bushes that are dead.
  - TREES - Trim any trees to make the site aesthetically pleasing. Note any trees that are dead.

  Trees / bushes will be planted during planting season recommended for region to ensure optimal growth. Watering services will be utilized should they become necessary to maintain the landscape.

- **Retaining Walls** – Note any loose bricks / rocks on wall. Note any drainage issues with footers.
- Trash – Remove any trash from compound and site compound.
- Environmental Issues – Perform a visual survey of the site and note any potential environmental issues. (Fuel spills, 55-gallon drums, battery acid, etc.) Note deficiencies and immediately notify Tillman RSM of the encountered conditions.

Tower Inspection

Maintenance and condition assessment of the self-supporting monopole will occur every 5 years per TIA-222-H guidelines with the first TIA Tower Inspection taking place approximately **March 2028.**

SIMMONS & WHITE

ENGINEERING | PLANNING | CONSULTING | SINCE 1982

October 31, 2022
Job No. 22-206

DRAINAGE STATEMENT

Ft. Pierce T-Mobile Tower
T1-OPP-19131
Site Number A2P2303
City of Ft. Pierce, Florida

SITE DATA

The overall parent tract is located at 1601 North 25th Street in the City of Ft. Pierce, Florida and contains approximately 2.19 acres. The Property Control Number (PCN) for the subject parcel is 2404-608-0095-050-9. Proposed site improvements on the currently unimproved parcel consists of an unmanned cell tower on a 0.12 acre (approximately 5250 SF) lease parcel on the overall parent tract. The lease parcel is located at the northeast corner of North 27th Street and Avenue O, and is 60' by 60' in size. Access will be provided via a 12' wide concrete service drive in a 30' wide access easement from North 27th Street. For additional information concerning site location and layout, please refer to the Site Plan prepared by SMW Engineering Group, Inc. attached with this Statement.

PROPOSED DRAINAGE

As stated above, proposed site development consists of an unmanned cell tower on a 5250 SF lease parcel. New impervious area will include a 12' wide concrete access drive, a concrete generator pad, a concrete equipment pad and the monopole base, all totaling less than 2000 SF. Stormwater runoff from the additional impervious area will sheet flow to the adjacent 10-foot landscape buffer surrounding the fenced area (and the 9-foot wide landscape area adjacent to the access drive) and percolate. An existing stormwater catch basin is located immediately adjacent to the lease parcel on the northeast corner of North 27th Street and Avenue O. No additional drainage improvements are proposed based on the negligible amount of impervious area. The project qualifies for a Permit Exemption with the South Florida Water Management District. Engineering plans will be submitted to the City of Ft. Pierce Engineering Department for review.

Robert F. Rennebaum, P.E
FL Reg. No. 41168

Robert F. Rennebaum, P.E., State of Florida, Professional Engineer, License No. 41168

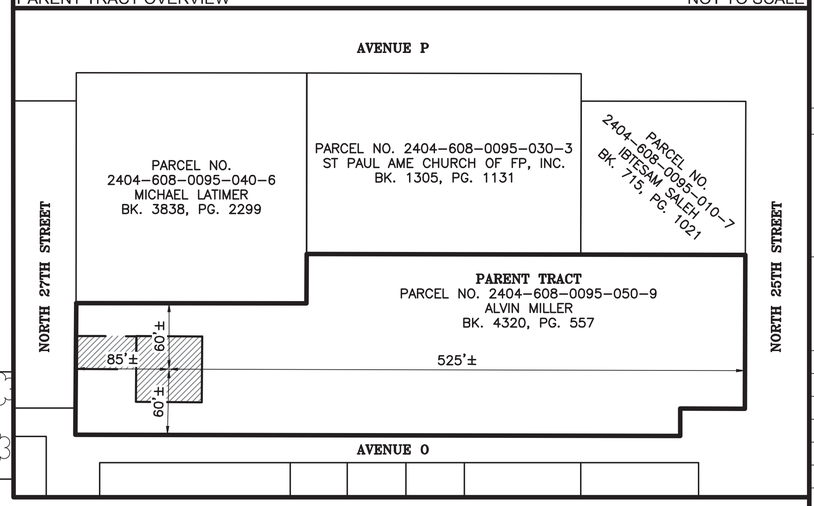
This item has been electronically signed and sealed by Robert F. Rennebaum, P.E. on 11/02/2022 using a SHA-1 Authentication Code.

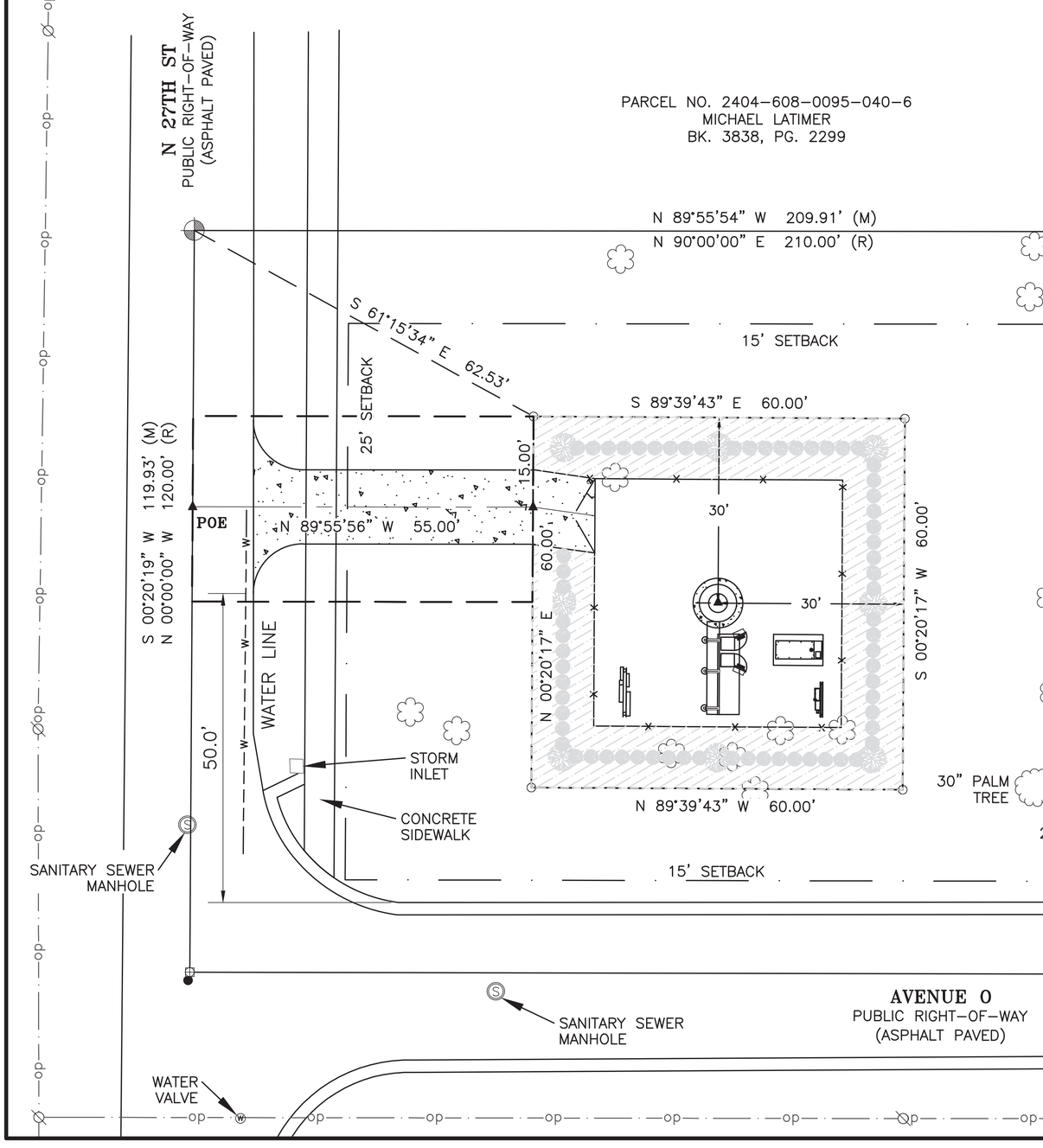
Printed copies of this document are not considered signed and sealed and the SHA-1 Authentication Code must be verified on any electronic copies.

sa: x:/docs/traffic&drainage/ds.22206

2581 Metrocentre Boulevard West Suite 3 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

PARENT TRACT OVERVIEW NOT TO SCALE





PARENT TRACT
PARCEL NO. 2404-608-0095-050-9
ALVIN MILLER
BK. 4320, PG. 557

1 C-1.1 OVERALL SITE PLAN

N

0' 10' 20' 30'
1" = 10' (24"x36")

0' 20' 40'
1" = 20' (11"x17")

ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

T-Mobile

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING
3	05/16/22	PRELIMINARY ZONING
4	06/15/22	ZONING

JEREMY D. SHANT
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CA#:FL 33693 06/15/22

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

T-MOBILE SITE #: A2P2303

DESIGNED: JDS
CHECKED: RTB
DRAWN: BMD
LAST REV BY: BMD

SITE NAME
FORT PIERCE (TI-OPP-19131)

SHEET NAME
OVERALL SITE PLAN

SHEET NUMBER
C-1.1

SIMMONS & WHITE

ENGINEERING | PLANNING | CONSULTING | SINCE 1982

ELECTRONIC SIGNATURE REPORT

PROJECT NAME: Ft. Pierce T-Mobile Tower

JOB NUMBER: 22-206

1. Drainage Statement — 2
DOCUMENT NAME: # OF SHEETS

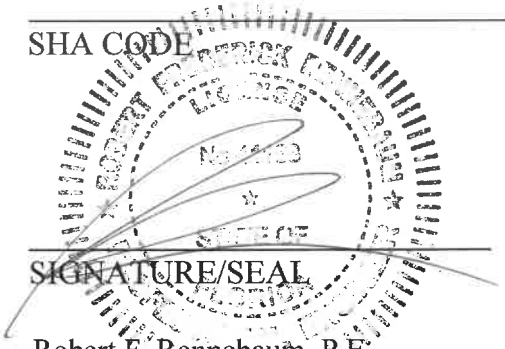
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SHA CODE

2. N/A
DOCUMENT NAME: # OF SHEETS

SHA CODE

3. N/A
DOCUMENT NAME: # OF SHEETS

SHA CODE



SIGNATURE/SEAL

Robert F. Rennebaum, P.E.
NAME

41168
LICENSE NUMBER

11/02/2022
DATE

2581 Metrocentre Boulevard West Suite 3 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

PATRICK KEANE

Phone: (954) 263-8609
Patrick.Keane2@T-Mobile.com
1300 Concord Terrace Ste 200
Sunrise, FL 33323

Radio Frequency Engineer

Over 25 years of cellular network design and optimization in a number of employment and contract opportunities including;

- Initial system RF planning and design
- Radio Access facility launch, operation and optimization
- Future planning and network growth
- BSEE from Rutger's University
- Six years of US military experience including technical and operational lead for shipboard defense systems over the course of various worldwide deployments.

EDUCATION

BSEE Rutgers University, Electrical Engineering (1992 - 1996)

MILITARY

FC1 Fire Control (missiles) First Class, US Navy (1986 - 1992)

EXPERIENCE

T-Mobile — Sr RF Design Engineer
Sunrise, FL — March 2017 - Present (5 years 6 months)

- Initial system RF planning and design
- Radio Access facility launch, operation and optimization
- Future planning and network growth

QRL, Inc — Radio Frequency Engineer Professional
Sunrise, FL — January 2012 - March 2017 (5 years 3 months)

- Initial system radio planning: morphology/geography and CW radio propagation studies, search ring generation, site candidate analysis, base station location and configurations, antenna system testing and specifications, link budget and prediction model tuning, 4th sector additions, site modernization survey and designs
- Network operation and optimization: system level configurations of radio resource, mobility management and call management parameters, mobile data collection, call performance and statistical trending for grade of service analysis including carrier upgrades, ADJ optimization, power budget analysis and transport splits for capacity enhancements

- Future planning and network growth: initiate and expand customer service areas, forecast usage and subscriber growth, develop special applications arenas, airports, subways, stadiums, office / commercial campus, special event planning and temporary COW deployments / designs
- Market Support and RF reporting: prepare quarterly and ad-hoc reports for sales and business teams using engineering and operational performance KPIs, research and produce Request For Proposal (RFP), support disaster relief and network outage tracking and response for emergency RAN requirements

T-Mobile (contract) HS+42 Optimization
Sunrise, FL May 2011 - December 2011 (8 months)

- Dual Carrier HS+42 launch deployment
- KPI analysis and optimization of CS/PS Call Drop, CS/PS Call Access Failure, BLER, RSCP, EcIo and Rx/Tx power
- Adjacency tuning and multi-carrier support and provisioning
- Drive data analysis of interference, coverage and pilot pollution, poor/no/over-coverage, missing neighbors, Soft/Hard/Intra- and inter frequency handover
- Advise/coordinate UMTS/HSPA optimization teams (analysis engineers and field data collection)
- Troubleshooting HSPA packet drops and application layer session throughput to improve packet performance.
- Perform design planning simulations to support downtilt, azimuth and CPICH optimization
- Site survey and field measurements

T-Mobile (contract) RF Engineer GSM/UMTS Deployment
Sunrise, FL June 2010 - September 2010 (4 months)

- Monitor KPI metrics and network performance parameters
- Optimize and troubleshoot network coverage and performance issues
- Address customer complaints
- Deployment support and assistance
- GIS support and sales data analysis
- Data collection post processing and site launch support o NSN 3G/Ericsson 2G infrastructure

3Z Telecom Radio Frequency Engineering Consultant
Sunrise, FL November 2009 - December 2009 (2 months)

- UMTS technology training and consultation
- Radio Access Network (RAN) CIQ preparation and validation Nokia OSS datafill auditing and neighbor adjacency generation
- Scrambling Code planning for UMTS deployment
- 2nd carrier nodeB configuration planning and datafill verification
- TEMS drive test equipment training and data throughput configuration and testing

T-Mobile, Miami FL (contract) UMTS Design/Optimization Engineer - AWS 1700-2100
Sunrise, FL November 2006 - September 2009 (2 years 11 months)

- UMTS/GSM performance monitoring and optimization using KPI targets for RF actions and planning
- UMTS pre/post launch tuning using layer3 and post processed drive data
- Pre-launch datafill auditing and neighbor adjacency generation
- Construction close out validation including sweep test and remote tilt (AISG2.0) configuration/verification

- Scrambling Code planning for UMTS deployment
- Asset 3G site and cluster RF analysis and macro development for data integrity audits and KPI achievement
- Site Audit and UMTS/GSM antenna overlay designs, construction support to Nokia UMTS / Ericsson GSM

T-Mobile, Miami FL (contract) Model Tuning Team Lead - PCS1900
Sunrise, FL June 2006 - October 2006 (5 months)

- 1900 PCS propagation model definition with extrapolation to 2100 MHz AWS
- CW data collection and project planning
- Tuning and validation
- Model integration and implementation

Cingular, Miami FL (contract) Principle RF Engineer - 800MHz
Boca Raton, FL October 2005 - May 2006 (8 months)

- UMTS RF Design planning with Asset 3G simulation software
- Propagation analysis and RF database maintenance
- Traffic cell spreading and monte carlo analysis
- Iterative system design optimization with Optimi ACP tool
- Project summary and analysis for launch strategy support
- Neighbor adjacency generation and tuning
- Scrambling Code planning and strategies

Alvarion (contract) CDMA SME
Miramar, FL July 2005 - July 2005 (1 month)

- CDMA repeater performance analysis and testing
- Optimization and OA&M

Sprint PCS (contract) Principle CDMA Performance Engineer - PCS1900
Miami, FL September 2004 - July 2005 (11 months)

- CDMA2000 Performance Engineering, EVDO datafill and data collection verification
- Cell site HW and SW change recommendations
- New feature testing and implementation
- Propagation analysis and testing
- Radio network and layer 3 messaging drive test analysis
- KPI development and analysis
- Statistical trending for grade of service evaluation
- Nortel Infrastructure - BSC,BTSC,BSM

Sprint (contract) Senior CDMA Performance Engineer - PCS1900
Jacksonville, FL April 2004 - May 2004 (2 months)

- Lead RF for Nortel inter-system rehome of client market
- Configure inter-system handoff borders
- Radio network and layer 3 messaging drive test analysis
- Post process and analysis of drive test data and system audit files
- Nortel Infrastructure - BSC,BTSC,BSM

Cellular South (contract) Senior CDMA Performance Engineer - 800MHz
Mobile, AL November 2003 - April 2004 (6 months)

- CDMA2000 System launch optimization
- Cell site HW and SW change recommendations
- System datafill auditing
- Radio network and layer 3 messaging drive test analysis
- Propagation analysis and testing
- KPI development and analysis
- Statistical trending for grade of service evaluation
- Nortel Infrastructure - BSC,BTSC,BSM

Hi3G (contract) UMTS RAN Tuning Engineer - IMT2000
Stockholm/Goteborg SE September 2002 - June 2003 (10 months)

- 3G System launch optimization
- Cell site parameter recommendations including antenna tilts, neighboradjacencies and DGU settings
- Radio network and layer 3 messaging drive test analysis
- System datafill auditing
- Propagation analysis and testing
- KPI development and analysis
- Statistical trending for grade of service evaluation
- Ericsson Infrastructure - UTRAN and RAN,RANOS,EMAS

Nortel Networks Senior RF Engineer – Sprint PCS vendor support
Sunrise, FL May 2000 - September 2002 (2 years 5 months)

- 1XRTT trials for MTX10 customer cdma2000 launch
- 1XRTT acceptance testing including layer 3 and call flow tracing, datafill configurations and analysis
- Radio Link Protocol testing and optimization via PPP session management and call sequence analysis
- CDMA network feature testing including Nortel FIT and FOA customer acceptance trials.
- Radio network and layer 3 messaging drive test analysiso cell site base station verification and integration
- System datafill auditing
- CDMA carrier addition and overlay
- OM statistical trending and analysis

PrimeCo Senior RF Engineer
Boca Raton, FL June 1998 - May 2000 (2 years)

- RF coverage planning for PCS system launch and expansion
- System frequency and scrambling code planning
- Mobility parameter management and optimization
- Radio network and layer 3 messaging drive test analysis
- Base station power output and control
- KPI development and analysis
- Statistical trending for grade of service evaluation
- Lucent Infrastructure - ECP, Flexent, apxrcv, fci, OMP

Sprint PCS — Senior RF Engineer
Plantation, FL — November 1997 - June 1998 (8 months)

- RF coverage planning for PCS system launch and expansion
- System frequency and scrambling code planning
- Mobility parameter management and optimization
- Radio network and layer 3 messaging drive test analysis
- Base station power output and control
- KPI development and analysis
- Statistical trending for grade of service evaluation
- Nortel Infrastructure - BSC,BTSC,BSM

Bell Atlantic Mobile — RF Engineer
Branchburg, NJ — June 1996 - November 1997 (1 year 6 months)

- AMPS and CDMA cell site planning and engineering
- System frequency and scrambling code planning
- Mobility parameter management and optimization
- Radio network and layer 3 messaging drive test analysis
- Base station power output and control
- Statistical trending for grade of service evaluation
- Lucent Infrastructure - ECP, Flexent, apxrcv, fci, OMP

ROBERT F. RENNEBAUM, PE, LEED™ AP
President



REGISTRATIONS
Professional Engineer
Florida – Reg. #41168
North Carolina – Reg. #34779

LEED™ Accredited Professional

EDUCATION
BS, Civil Engineering, The Citadel, The Military College of South Carolina, 1984

AFFILIATIONS
American Society of Civil Engineers

Florida Engineering Society

Institute of Transportation Engineers, Fellow

Urban Land Institute

US Green Building Council

Junto of the Palm Beaches, President

Palm Beach County Land Development Advisory Board Flex Space Sub-committee
2009 – Present

Palm Beach County Traffic Performance Appeals Board
1991 - Present

Palm Beach County Traffic Performance Standards Subcommittee
2003 - Present

Mr. Rennebaum has over 36 years of civil and traffic engineering experience, with 32 years in West Palm Beach with the firm, Simmons & White, Inc. As the President of the firm, his extensive experience includes all aspects of land development, civil engineering, traffic engineering and transportation planning projects for both public and private clients.

His areas of expertise include: Traffic concurrency studies, land use plan amendment studies, comprehensive plan civil and transportation element revisions, intersection studies, signal design, internal circulation studies, parking analyses, traffic improvements, traffic calming, capacity analysis, preparation of comprehensive land development plans including surface water treatment, water resources, water distribution, wastewater collection, stormwater management and roadway design, coordination of platting, surveying and services during construction. Mr. Rennebaum has managed many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, sub-consultants, construction contractors, and the public.

RELEVANT EXPERIENCE

Ballpark of the Palm Beaches, West Palm Beach, FL
Westlake, City of Westlake, FL
City of Palm Beach Gardens Consulting Engineer
Town of Juno Beach Town Engineer
Town of Loxahatchee Groves Traffic Engineer
Village of North Palm Beach Consulting Engineer
Town of Lake Park Town Engineer
Village of Wellington Consulting Engineer
City of West Palm Beach Waterfront Commons Design/Build
City of West Palm Beach Fire Station No. 8 Design Criteria Package - *LEED*
Palm Beach County Fire Station No. 14
Village of Royal Palm Beach Wastewater Treatment Facility
Palm Beach County Municipal Complex with EOCC – Four Points Office Expansion
Palm Beach County Sheriff's Office Training Facility at Cherry Road
Palm Beach County Sheriff's Office Training Facility at Okeeheelee Park
Southwinds Golf Clubhouse Replacement, Palm Beach County, FL
Jupiter Farms Park, Palm Beach County, FL
Pahokee Animal Hospital, Palm Beach County, FL
Royal Palm Beach Library, Palm Beach County, FL
John Prince Park Recreation Center, Palm Beach County, FL
Northern Palm Beach County Improvement District Project/Consulting Engineer
Palm Beach County School District Traffic Engineering Consultant
Palm Beach County School District Site Feasibility Consultant
The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL
South Florida Science Museum, West Palm Beach, FL
EcoPlex at Centrepark West, West Palm Beach, FL – Gold *LEED™ Certified*
Centrepark & Centrepark West, West Palm Beach, FL
Port Center, Riviera Beach, FL
Village Center at Royal Palm Beach, Royal Palm Beach, FL
Professional Center at Wellington, Wellington, FL

Village of North Palm Beach Council, Councilman 2004 - 2006

Village of North Palm Beach Planning & Zoning Commission 2002 – 2004

Village of North Palm Beach Code Enforcement Board, Chairman 1992 – 2000

Palm Beach County Access Management Task Team 1994 - 1996

OFFICE LOCATION

Simmons & White, Inc.
2581 Metrocentre Boulevard West Suite 3
West Palm Beach, FL 33407
Years of Experience: 36

RELEVANT EXPERIENCE (continued)

New Albany L.S.M.U., Boynton Beach, FL
Super Target at New Albany, Boynton Beach, FL
Bethesda Medical, Boynton Beach, FL
Highpoint on Congress, Palm Springs, FL - *LEED™*
Baywinds Commercial, West Palm Beach, FL
Seminole Orange Plaza, West Palm Beach, FL Lake Shore Apartments, Mangonia Park, FL Village Centre, West Palm Beach, FL
Flagler Pointe fka Jefferson on Flagler, Palm Beach County, FL
Pedestrian & Bicycle Safety/Old Ocean Avenue, Ocean Ridge, FL
Cypress Key Town Centre, Royal Palm Beach, FL
Olympia, Wellington, FL Portosol, Palm Beach County, FL
International Polo Club of Palm Beach, Wellington, FL
Atlantic Avenue Corridor CRALLS Analysis, Palm Beach County, FL
South Shore Boulevard Reconstruction Phase I, Wellington, FL
Quillen Development of Regional Impact, Indiantown, FL
Smith Dairy, Wellington, FL 84 Lumber, Martin County, FL
Yamato Road & Lyons Road Signal Modifications, Palm Beach County, FL
Portosol Entrance & Okeechobee Blvd Signal Modifications, Palm Beach County, FL
Military Trail and Fire Station No. 43 Signal Design, Palm Beach County, FL Southern Blvd & Cypress Key Avenue Signal Design, Palm Beach County, FL
Forest Hill Blvd & Lyons Road Signal Modifications, Palm Beach County, FL
Victoria Parc at Tradition, Port St. Lucie, FL
Publix at Rivergate, Port St. Lucie, FL The Reserve, Boca Raton, FL
Palm Beach International Equestrian Center, Wellington, FL Temple Medical, Palm Beach County, FL
Monterey Professional Center, Boynton Beach, FL
Sunrise Living Facility, Wellington, FL
Delray Marketplace, Delray Beach, FL Carlyle Village CLF, Palm Beach County, FL
Hagen Ranch Road Medical, Palm Beach County, FL Wellington Regional Medical Center, Wellington, FL
Southern Blvd Economic Development Center Overlay, Palm Beach County, FL
Kennedy Estates II – Habitat for Humanity, Palm Beach County, FL
Bridlepath Estates at Palm Beach Polo & Country Club, Wellington, FL Middle School JJJ, Palm Beach County, FL
Ideal Middle School, Palm Beach County, FL
Wellington Elementary School Expansion, Palm Beach County, FL Lincoln Tech Modifications, Palm Beach County, FL
Palm Beach Gardens Medical Center Expansion, Palm Beach Gardens, FL Hagen Ranch Road Elementary School, FL



Fort Pierce / Fort Pierce North 5G Service Improvements

5G Service Area

Currently, 4G service is provided to residential and commercial areas in parts of Fort Pierce and north by a tower with T-Mobile antennas at one-hundred-thirty-five feet elevation. This tower, located at 910 N. 25th Street, Fort Pierce is a one-hundred-fifty foot flagpole design with canisters that enclose the antennas. The design of the enclosures is not compatible with deployment of advanced 5G services. The diameter is not sufficient to house the antennas and radios and there is no active or passive cooling. This precludes the deployment of 5G equipment due to space and operational constraints.

There are significant network performance issues for 5G devices in an area from Saint Lucie Blvd in the north to Avenue D in the south and from US-1 S in the east to Angle Rd in the west. The signal levels are too low to support advanced 5G services. Users with 5G devices have higher incidences of no network access, dropped calls and slow or unusable download speeds. This would be especially true indoors or during network busy hours.

Numerous upgrades and technology enhancements have been added to the network and surrounding facilities for at least the last ten years with measurable but insufficient improvements. No other structures of sufficient height were identified within the area of concern. The proposed tower will mitigate and potentially eliminate performance issues to meet T-Mobile's service goals.

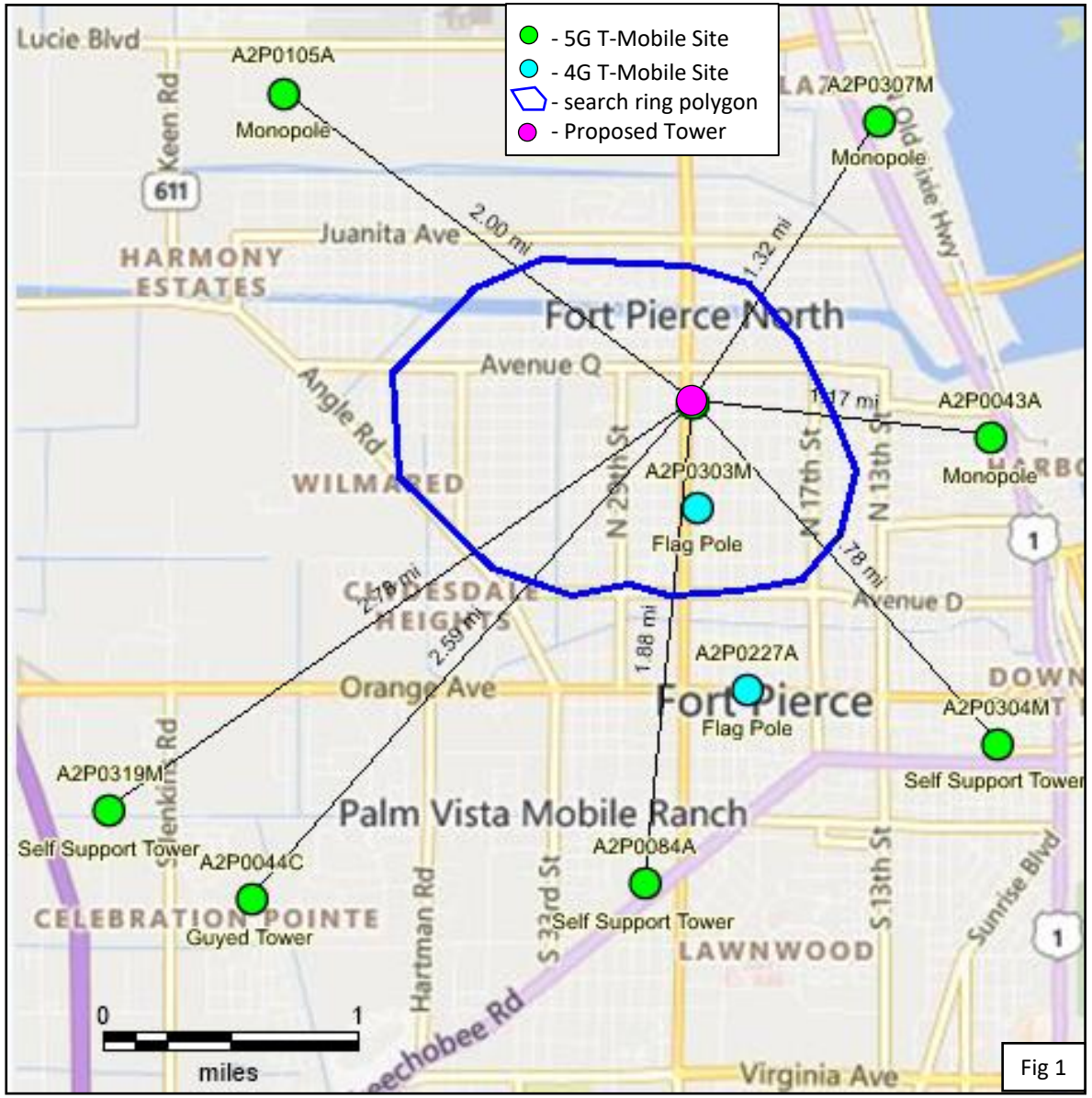
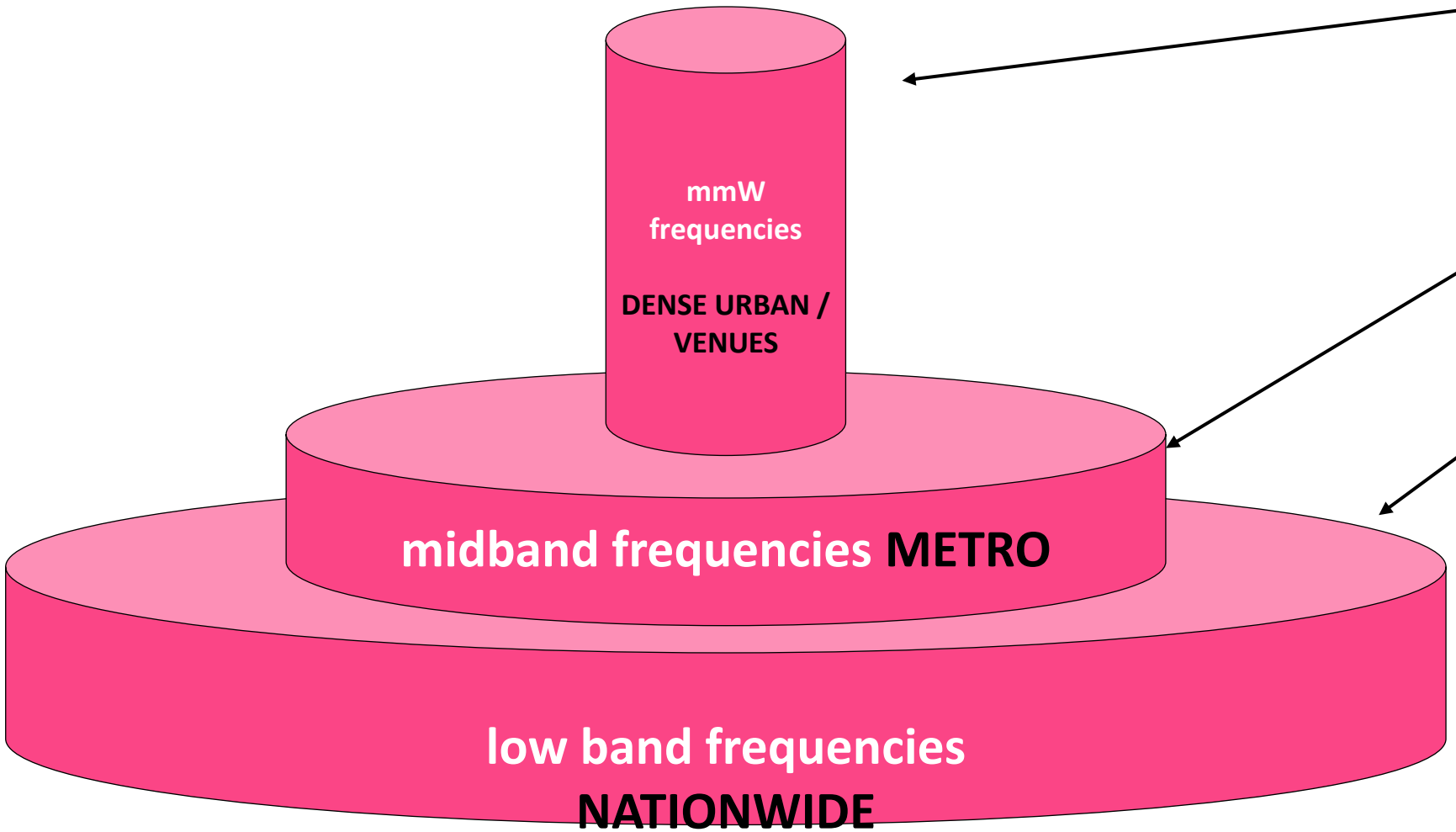


Fig 1

T-Mobile 5G Deployment Strategy – Spectrum Allocation



- **High Band** for targeted high-speed areas and service
- **Mid band** for coverage and capacity
- **Low band** for nationwide coverage and indoor penetration

General Notes

5G benefits

https://howmobileworks.com/

- capacity – ability to provide service to more than five times the numer of simultaneous users of 4G
- throughput – faster download speeds
- reliability – 5G network "slicing" dedicates comprehensive resources for individuals' access
- applications – new requirements for bandwidth, latency and throughput (first responders/industrial-commercial/smart cities/etc)

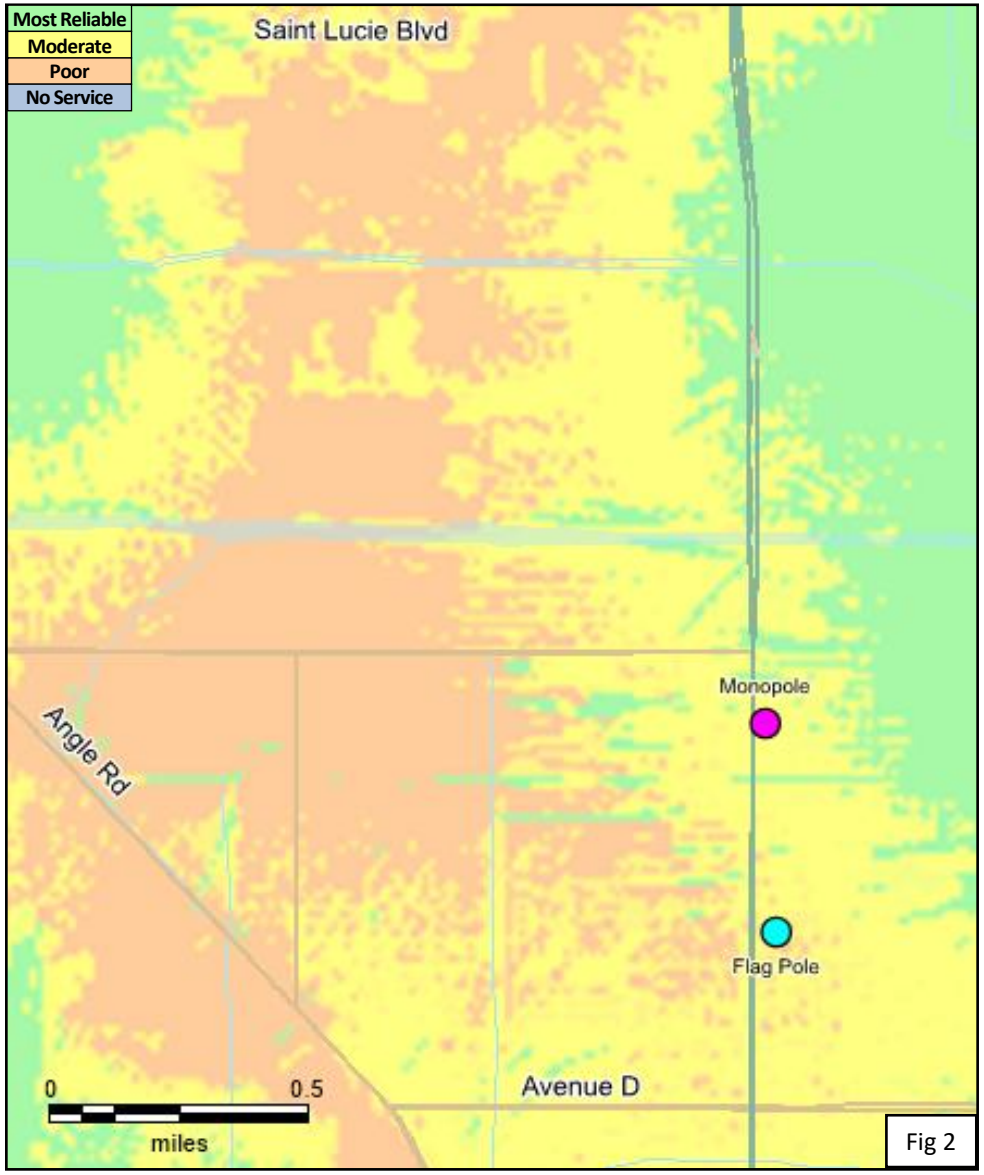
T-Mobile and their equipment manufacturers follow all FCC regulations regarding emissions:

The Telecommunications Act of 1986 includes the maximum exposure guidelines for the specific absorption rate (SAR) limits for devices using ANSI/IEEE C95.1-1992 standards. In addition, Title 47 Part 15 of the act includes the maximum transmission levels for all radio frequency devices. (cell phones/tablets/baby-monitors/etc)

https://www.fcc.gov/general/radio-frequency-safety-0

All new tower and ground space installations must follow the Florida Building Code. The current revision H has the most stringent wind-speed loading requirements in the nation and are based on ANSI/TIA-222-H Standard. ("Structural Standard for Antenna Supporting Structures and Antennas and Small Wind Turbine Structures")

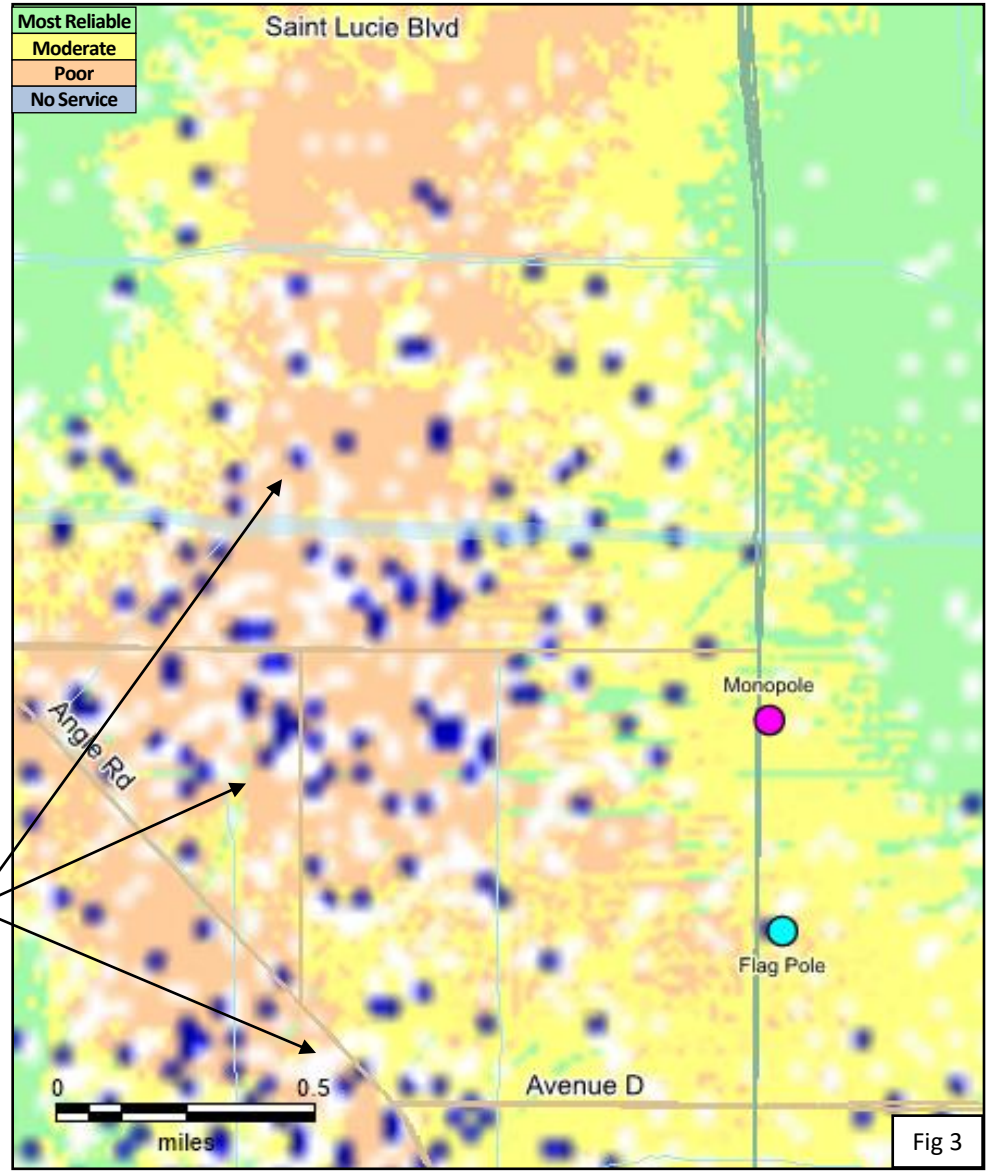
5G Signal Levels and 5G “Setup Failures”



Setup Failures or Ineffective Attempts indicate a user’s inability to access the network. Pushing the talk button and getting a network busy signal or when something like a navigation app fails to connect are measured by the network. Graphical Information Systems (GIS) are used to aggregate and map the data.

Figure 2 is a map of the current 5G service levels. Most of the area does not have adequate signal strength to support most 5G services indoors and even outdoors.

Dark blue data points representing 5G setup failures are overlaid on the signal level map in Figure 3. The majority of these measurements are in areas with the poorest 5G signal strength.



Improved Signal Area E911 Statistics

E911 Calls ( ) and Improved Service Area ( )

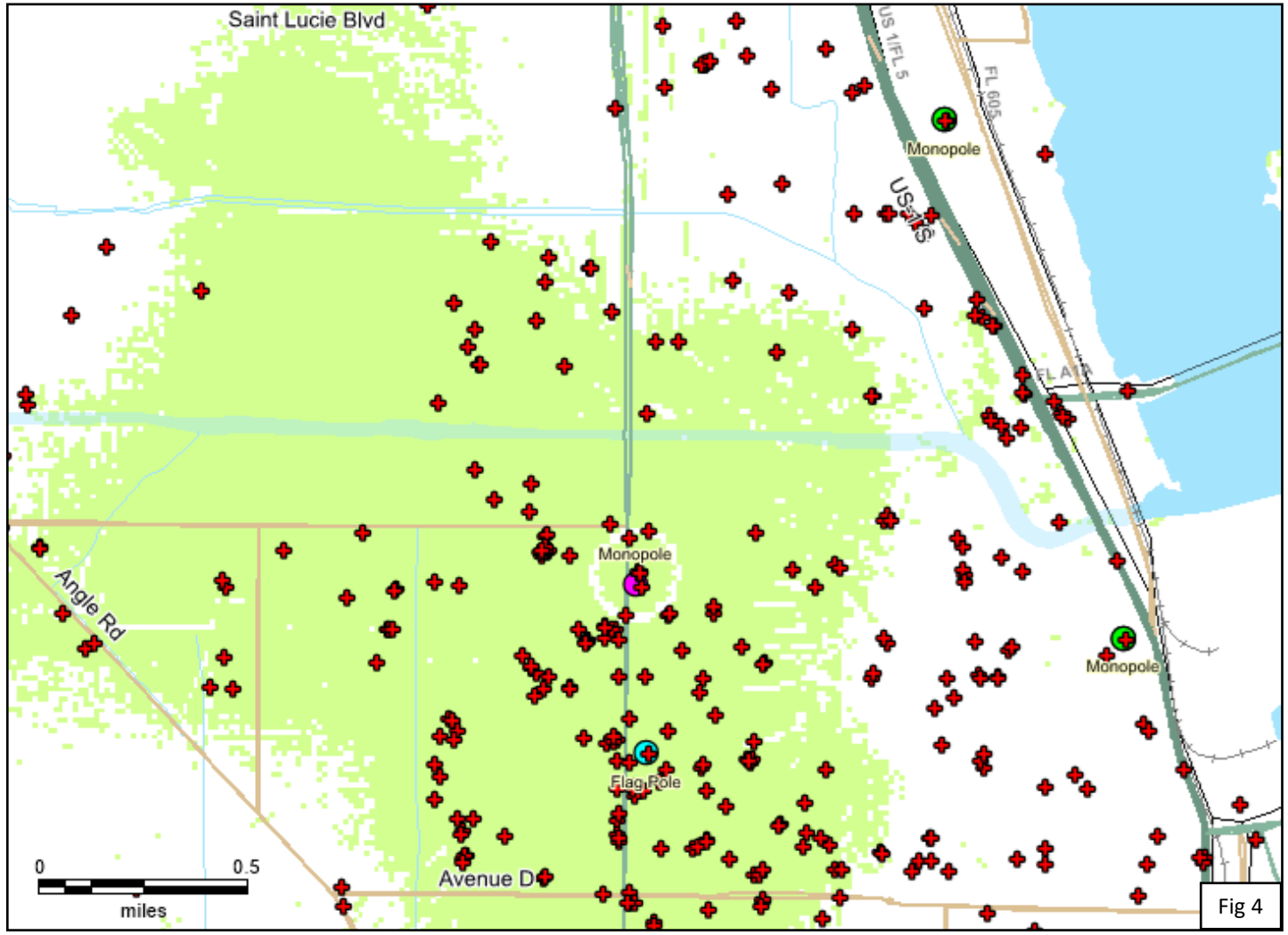
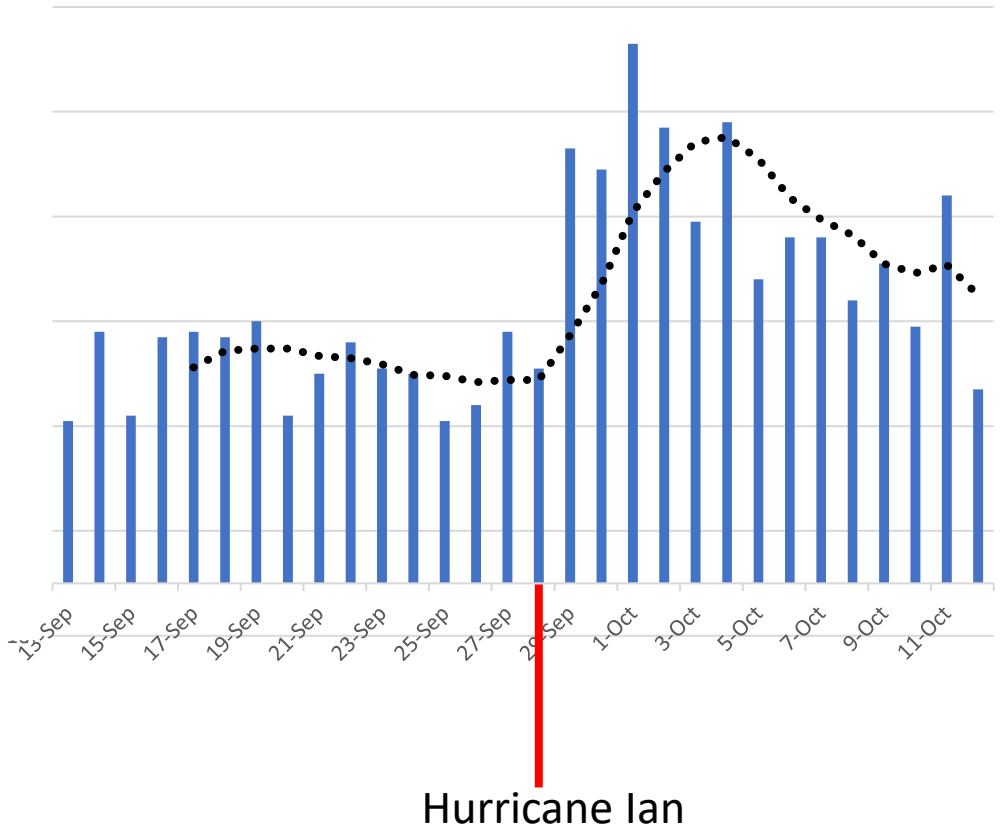


Fig 4

Average Number of Emergency Calls more than doubled for first week after Hurricane Ian



Improved Signal Area and Population Statistics

Estimated that more than six-thousand residents would have indoor service levels with advanced 5G compatible tower.

Projected 5G Service – Existing Flagpole Tower not 5G Compatible

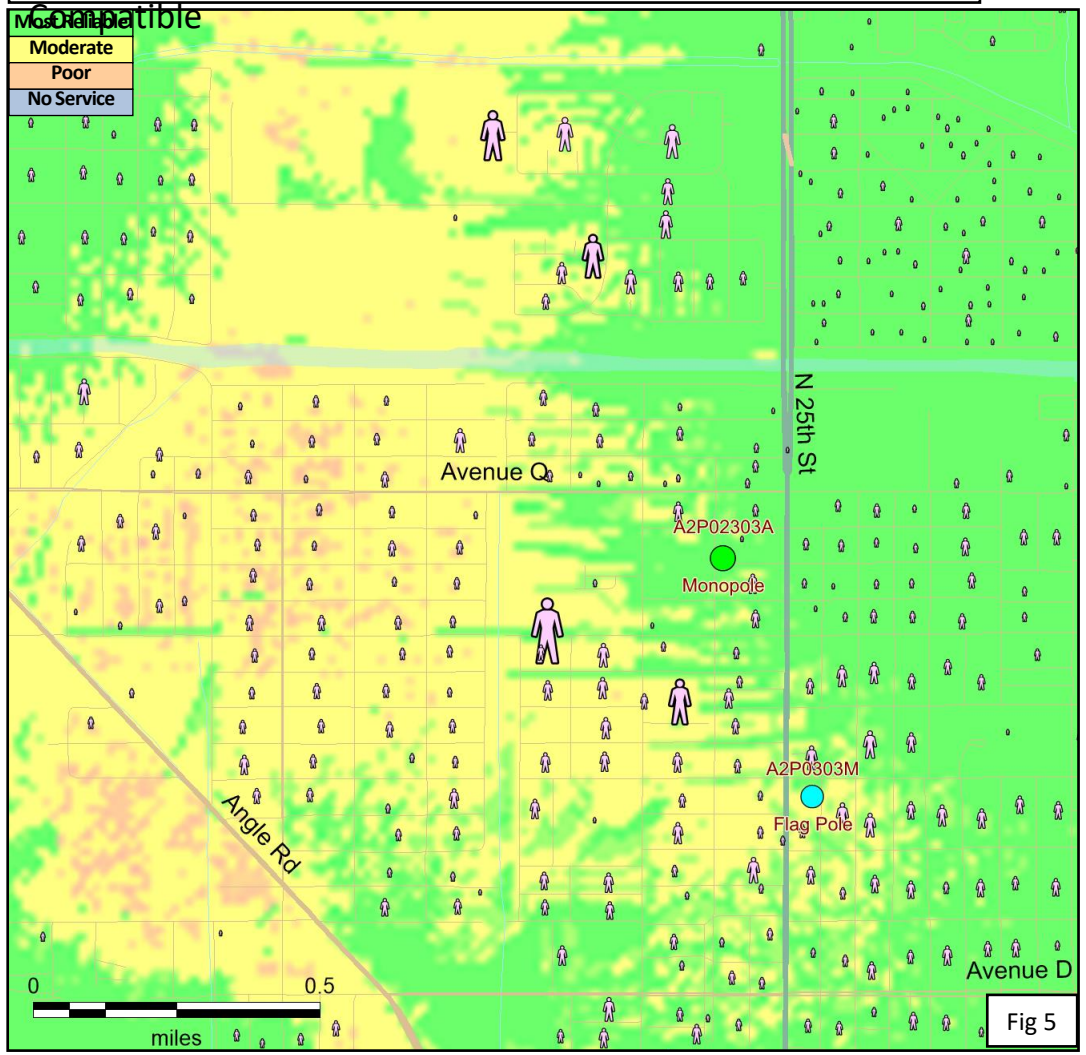


Fig 5

Projected 5G Service With New 5G Compatible Tower

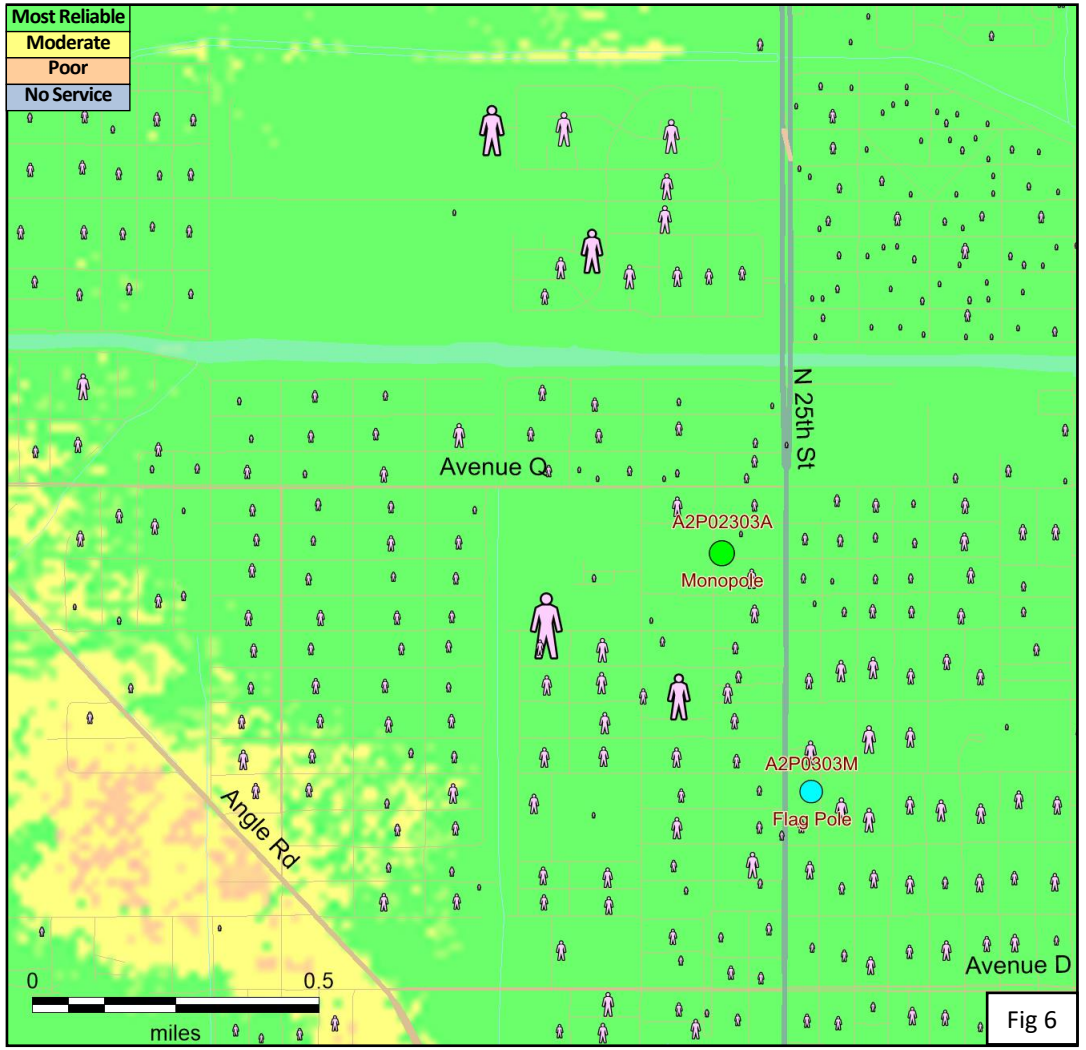


Fig 6

Tillman Infrastructure

LLW LEWIS LONGMAN WALKER



CITY OF FORT PIERCE
CITY COMMISSON MEETING
NOVEMBER 7, 2022

Lewis, Longman & Walker, P.A.
Telsula C. Morgan, Esq.
tmorgan@llw-law.com
Tara Duhy, Esq.
tduhy@llw-law.com

- Tillman Team Introduction
- Summary of Application
- Responses to Commissioners Questions
  - Drainage
  - Community meeting held on October 18, 2022
  - No suitable alternative site
  - Landscaping and Tree Planting

T··Mobile··

Stronger Networks Make Stronger Communities

MEETING THE GROWING DEMAND FOR WIRELESS

5G AND THE INTERNET OF THINGS

PUBLIC SAFETY AND RADIO EMISSIONS

WIRELESS SITES AND PROPERTY VALUES

BUILDING A NETWORK READY FOR THE FUTURE

Reliance on Wireless Increases Every Day



Mobile technology is essential. In communities across America hundreds of millions of mobile users are browsing the internet every hour, using social media, sending emojis and watching live videos.

Data usage has skyrocketed 40 times year-over-year since 2010* and shows no signs of slowing down.

A strong network fuels economic development and addresses the most pressing challenges facing communities today – from public safety, to health care and transportation, or natural disasters and local emergencies.

95%
of Americans own a cell phone
Source: pewresearch.org

77%
of Americans own smartphones
Source: pewresearch.org

70%
of the time spent on digital media is on a mobile device
Source: cdc.gov

55+%
of U.S. households do not have a landline phone
Source: cdc.gov

*Source: 2018 CTIA State of Wireless report

Planning for the Future
With 100x greater capacity than 4G LTE, the next generation of wireless – 5G, and the smart technologies it will support – will revolutionize the way we live. Meeting this opportunity hinges on network infrastructure that provides coverage and capacity.

Stronger Networks Make Stronger Communities
By working together, we can expand economic opportunity, enhance public safety systems, implement smart city technologies and increase mobile network speed and reliability for all.

This is why T-Mobile relies on reasonable local policies and regulatory practices that allow for new infrastructure to be built.

Learn more about the way we deploy our network and the technologies we use at **HowMobileWorks.com.**

The Next Generation

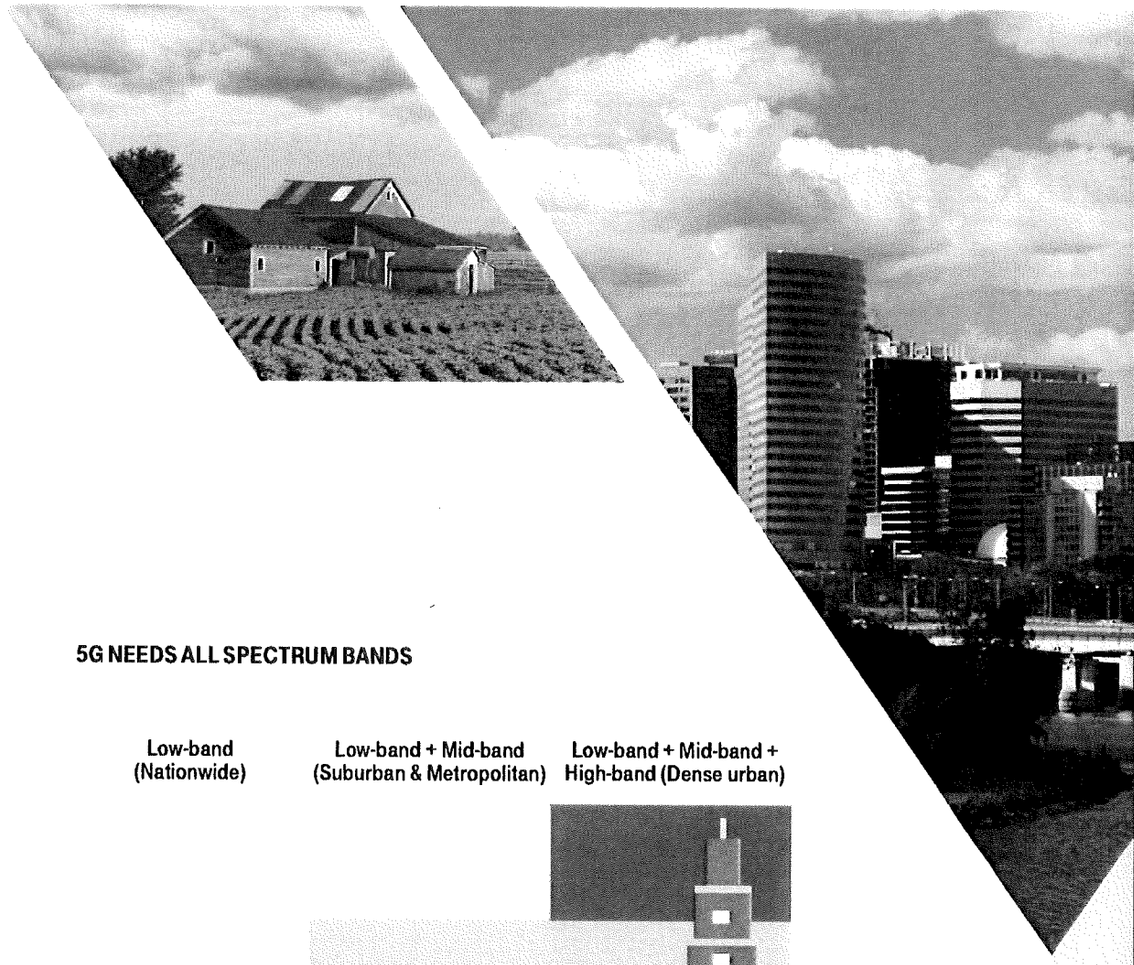
The next standard in wireless technology is called fifth generation, or 5G for short.

5G Technology Will Impact Everything
Live remote classrooms, remote surgery and doctor visits will be enabled by 5G. It will present new possibilities for public safety, agribusiness and transportation, while unlocking the full commercial potential of delivery drones and self-driving cars.

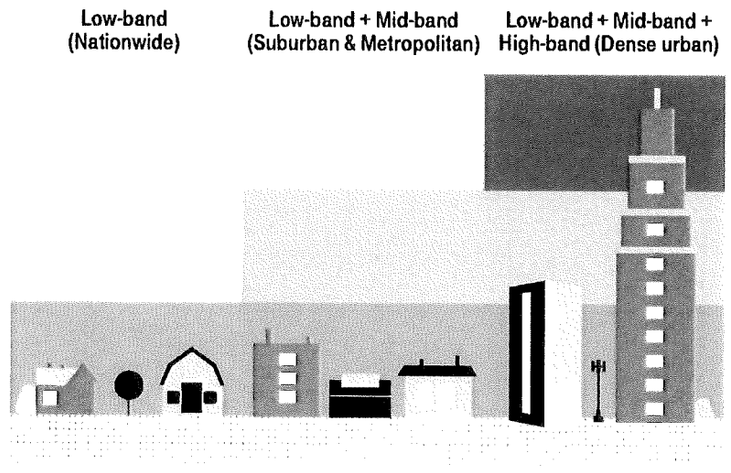
5G and the Internet of Things (IoT) will unleash millions of ideas and products for commerce and life. For it to succeed, it needs a denser network and robust wireless infrastructure in every community.

Ensuring 5G for All
5G networks are designed to work in conjunction with 4G networks using a range of standard cell sites, small cells and dedicated in-building systems. T-Mobile is building the infrastructure necessary to deploy 5G using multiple spectrum bands as service is launched across thousands of communities.

One Network – Multiple Spectrum Bands
T-Mobile's multi-spectrum strategy is unlike any other carrier. It is designed to provide a true nationwide 5G experience – whether customers are using their mobile device in a city, in suburbia or on the rural backroads of America.



5G NEEDS ALL SPECTRUM BANDS



Enhancing Public Safety

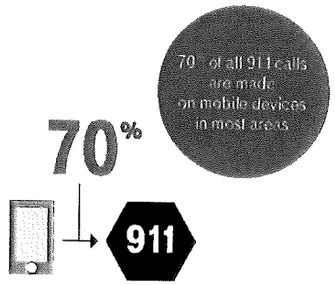


A strong network can support the public services that help us feel safe at home and in our communities.

Mobile Connectivity and Enhanced 911 Service

Mobile connectivity is used by first responders and people in distress whenever emergencies or man-made disasters occur. Enhanced 911 systems (E911) provide dispatchers with the location data they need to find wireless callers in need of help.

Precision is vital. The Federal Communications Commission (FCC) requires horizontal location accuracy to be within 50m (162 ft) for 50% of mobile 911 calls.



Source: fcc.gov

BEYOND 911

Messaging apps, social media and geolocation services allow educators to alert parents in emergency situations, search and rescue teams to pinpoint missing hikers, and emergency alert networks to find missing children and seniors, or connect families during natural disasters.

About Radio Emissions



Radio waves are created by harnessing naturally occurring electromagnetic fields. All wireless communications travel via different bands of radio waves – also referred to as radio frequencies or spectrum.

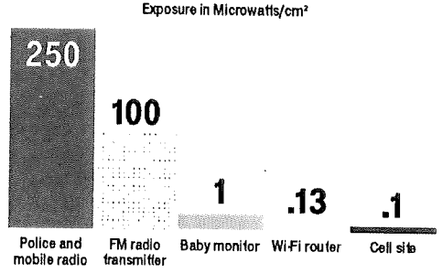
Radio waves let us send and receive voice, text, photos and videos on our phones. They are also used by common home electronics.

5G and Health

Misleading or confusing reports on potential links between 5G and adverse health effects often spread across the internet. T-Mobile's 5G cellphones will operate on low-, medium-, and high-band radio frequencies. These frequencies are in a completely different area of spectrum than DNA-damaging frequencies used for tanning beds, x-rays and gamma rays.

Typical RF exposure from common devices

Exposure in Microwatts/cm²



AMERICAN CANCER SOCIETY

"Public exposure to radio waves from cell phone tower antennas is slight for several reasons. The power levels are relatively low, the antennas are mounted high above ground level, and the signals are transmitted intermittently, rather than constantly."

WORLD HEALTH ORGANIZATION

"Studies to date provide no indication that environmental exposure to RF fields, such as from base stations, increases the risk of cancer or any other disease."

U.S. FOOD & DRUG ADMINISTRATION

"Available scientific evidence ... shows no increased health risk due to radio frequency (RF) energy ..."

Customer Satisfaction Drives Cell Site Locations

Providing reliable service to millions of customers means our network performance is continuously optimized across tens of thousands of cell sites. But optimizing existing sites is not enough.

We must have wireless technology in proximity to where people use their phones. New infrastructure and technologies - including electric power and fiber optic cables, radios that send-and-receive data, antennas and more - are indispensable. More customer devices on our network require a denser network - which comes from deployment of additional wireless infrastructure.

When it comes to site selection, our process is more than thorough, it's exhaustive. Here are just a few of the factors we consider before designing and installing a cell site:

NETWORK USAGE NEEDS
When data demand on a cell site is too high, capacity gets maxed out. The growing demand for capacity is why we need to densify infrastructure in certain areas.

NATURAL AND MAN-MADE OBSTACLES
Wireless networks depend on radio waves that travel through the air. Topography and other obstacles like buildings and trees can get in the way of those radio signals.

REGULATORY REQUIREMENTS
T-Mobile must meet strict regulations of the FCC - as well as tens of thousands of local, state and federal regulatory agencies and laws.

SIGNAL HANDOFF
For wireless calls to maintain connectivity as a customer drives or walks down a street, the signals from one cell site must overlap with the signals of the next cell site.

AVAILABLE SITE LOCATIONS
T-Mobile must find property owners willing to have antenna facilities placed on their property.

Enhancing Property Values

Homebuyers and renters weigh many factors when deciding where to live, including how strong their signal is on their mobile device. With 80% of mobile traffic starting and ending in buildings, poor wireless connectivity, dropped calls, and slow speeds are unacceptable - especially at home.

A recent study* of four metropolitan regions of the U.S. concluded that wireless communication facilities have no measurable impact on residential property values.

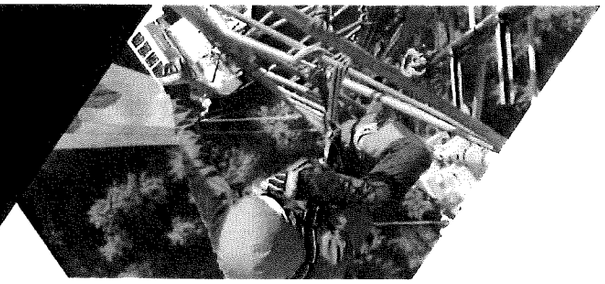
71%
of adults aged 25-34 live in households with only wireless phones
Source: cdc.gov

76%
of Americans ranked access to mobile service as essential as access to a hospital when buying a home
Source: Rootmetrics.com

*Source: The Impact of Wireless Communication Towers on Property Values, a study conducted by Valbridge Property Advisors



How a Strong Network Is Built



Addressing the network issues created by demand for increased coverage and capacity requires multiple solutions and sound network planning. This includes:

Standard Antenna Facilities Provide Coverage and Add Capacity
Traditional macro sites are installed on rooftops, building facades, monopoles and other steel structures. These traditional deployments provide coverage over a broad area while handling demands from many customers.

Low-Band Spectrum Travels Further, Offers Stronger Connectivity
In 2017, T-Mobile paid the federal government $8 billion for 600 MHz low-band spectrum. This spectrum, which covers America's rural towns and communities as well as cities, travels further and provides stronger connectivity inside offices and homes.

Small Cells in the Public Right-of-Way Add Capacity
Small cell antennas placed strategically along transportation corridors and busy sidewalks increase network capacity in densely populated areas. Small cells are low-power, cover a small geographic footprint, and have a small form factor when mounted to light and utility poles.

COVERAGE AND CAPACITY ARE CRITICAL FOR WIRELESS NETWORKS

Ever had what looks like five bars of coverage on your mobile phone, yet can't send a text message or photo?

This is because there is a finite amount of network capacity. It's just like a traffic jam during rush hour.

T-Mobile is Ready to Partner



As the Un-carrier, we changed the wireless game by removing pain points and putting our customers first. And when it comes to building a stronger network, we have the same approach – we put communities first by developing the most effective solutions to meet coverage and capacity demands.

Contact Us
T-Mobile's local teams are wireless experts with knowledge of the unique network needs in each community. We work with jurisdictions of all sizes to find solutions that will support public safety, economic development, and provide faster, more reliable service for all.

Learn more: **HowMobileWorks.com**
Email: **SitingRelations@T-Mobile.com**

T-Mobile

Since 2012, T-Mobile's customer base has more than doubled. We are the nation's third largest wireless company with 83+ million customers.

metro by T-Mobile

One of our flagship brands, Metro by T-Mobile is part of T-Mobile's nationwide network. For populations that rely on wireless rather than home anchored broadband – including rural, low-income and migrant communities – Metro by T-Mobile provides national connectivity to family, work and the internet.

T··Mobile·

12920 SE 38th Street
Bellevue WA 98006

For the 11th straight year, T-Mobile has been recognized by Ethisphere as one of the World's Most Ethical Companies. The program honors companies that excel in three primary areas: 1) Promoting ethical business standards, 2) enabling managers and employees to make good choices, and 3) shaping future industry standards by forging tomorrow's best practices today.

2019 WORLD'S MOST ETHICAL COMPANIES™
WWW.ETHISPHERE.COM

© 2019 T-Mobile USA, Inc.



Learn more: **HowMobileWorks.com**

Tillman Infrastructure

LLW LEWIS LONGMAN WALKER

FACT SHEET

- Tillman Infrastructure submitted Conditional Use and Site Plan applications to construct a new wireless communications tower.
- Proposed location: 1601 N. 25th Street, Fort Pierce, Florida.
- Proposed tower is required to close a substantial coverage gap.
- Tillman Infrastructure is proposing to build a160 ft. monopole tower.
- Proposed tower will occupy 5.49% of the site (60 x 60 Lease Area).
- Given the small footprint of the proposed tower, this will allow for future development on remaining portion of the property.
- Proposed tower will meet ALL of the City's Code requirements.
- Proposed tower will NOT emit smoke, gas, dust or other air contaminants, noise, odors or vibrations.
- Proposed tower will be designed to support at least three carriers, one of which will be T-Mobile.
- T-Mobile will be rolling out 5G service.
- 5G will be 10x faster than 4G and support 100x more internet enabled devices.
- 5G network uses the same frequencies as baby monitors, microwaves, Wi-Fi routers.
- Proposed tower meets ALL safety and environmental guidelines for the National Federal Communications Commission (FCC) and the Federal Aviation Authority (FAA).
- Proposed tower will be designed to withstand Basic Wind Speed of 158 mph.
- Proposed tower will be designed to buckle upon itself if wind speed is exceeded and result in a portion of the tower leaning over and remaining in a permanently deformed condition.

PROPOSED WIRELESS COMMUNICATION FACILITY

Fort Pierce, Florida

T-Mobile

Tillman Infrastructure

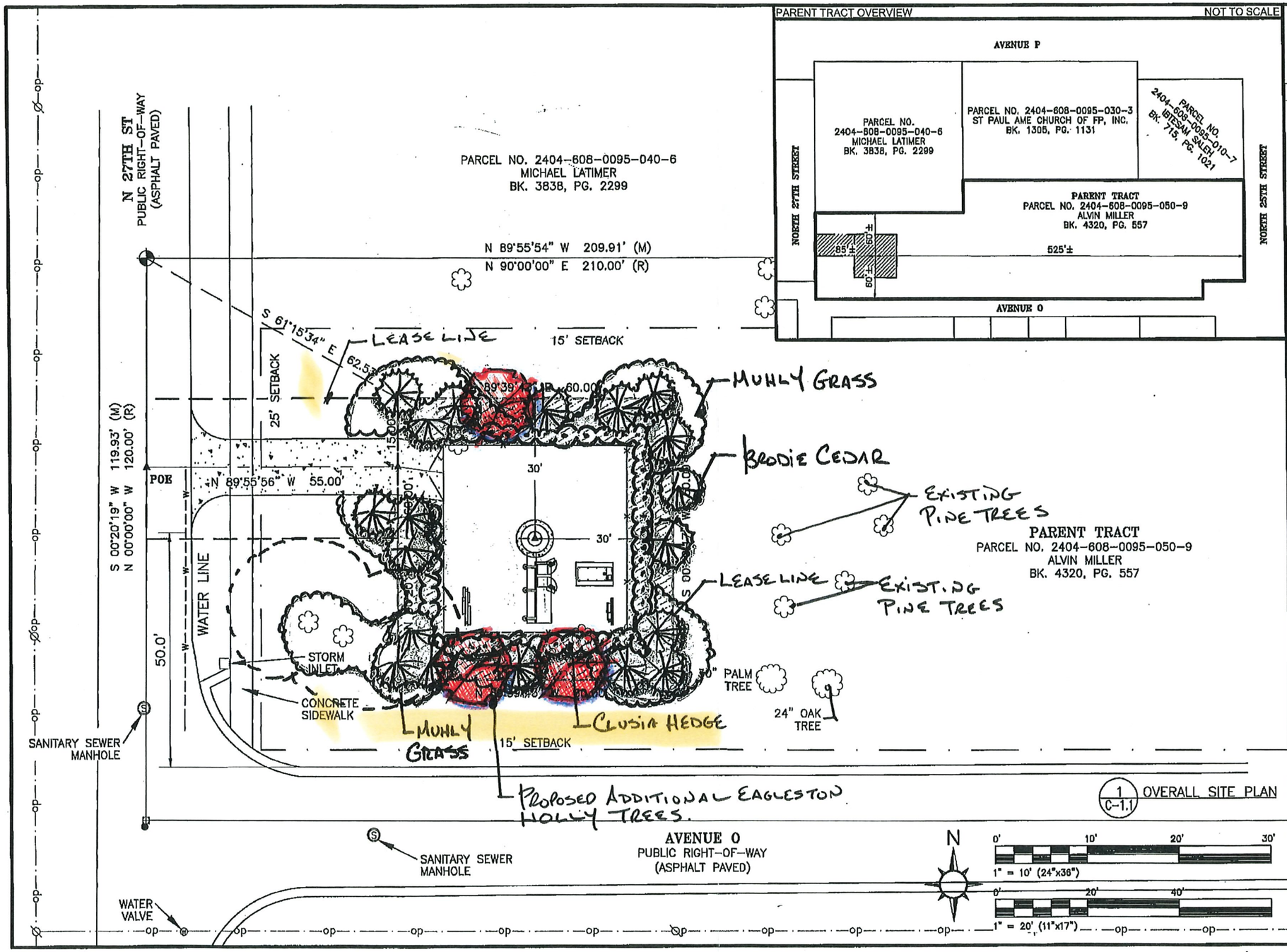
Cotleur & Hearing



CONCEPTUAL VIEW 3 - AERIAL

01843574-1

PARENT TRACT OVERVIEW NOT TO SCALE



1 C-1.1 OVERALL SITE PLAN

UPDATED LANDSCAPE SHOWING ADDITIONAL TREES 11/7/22

SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

SMW#: 21-2072

Tillman Infrastructure
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 516-708-1977

T-Mobile

#	DATE	DESCRIPTION:
0	03/31/22	CLIENT REVIEW
1	04/01/22	CLIENT REVIEW
2	04/07/22	PRELIMINARY ZONING
3	05/16/22	PRELIMINARY ZONING
4	06/15/22	ZONING

JEREMY D. SMART
LICENSE
No. 75137
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CA#:FL 33693 06/15/22

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

T-MOBILE SITE #: A2P2303

DESIGNED: JDS
CHECKED: RTB
DRAWN: BMD
LAST REV BY: BMD

SITE NAME
FORT PIERCE (TI-OPP-19131)

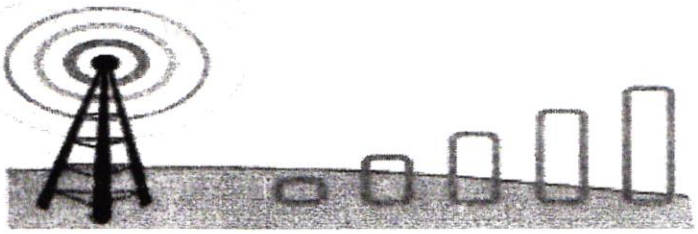
SHEET NAME
OVERALL SITE PLAN

SHEET NUMBER
C-1.1

G. Scott

NOT ANOTHER CELL PHONE TOWER IN OUR COMMUNITY!!

216


COME OUT TO THE CITY OF FT.PIERCE COMISSION MEETING ON NOVEMBER 7,2022 AT 5PM (PLEASE ARRIVE AT 4:30PM) CITY HALL, 100 N. US.1, FT.PIERCE, FL 34950

Say NO TO:

- Another Tower in NORTH FT.PIERCE
- 20% lower property value
- Possible health issues for you and your children
- Eye sore in our Community; so people who do not live in our community can profit

Feel Free to call or contact your Elected Officials in advance to say NO at 772-462-3065 or by email :

Mayor Linda Hudson: lhudson@cityoffortpierce.com
Arnold Gaines: againes@cityoffortpierce.com
Curtis Jonson Jr. : cjohnson@cityoffortpierce.com
Jeremiah Johnson: jjohnson@cityoffortpierce.com
Thomas Perona: tperona@cityoffortpierce.com

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Petition

We as Citizens of St. Lucie County are asking the City of Ft. Pierce to deny the PROPOSED WIRELESS COMMUNICATION FACILITY, located at 1601 N. 25th St., Ft. Pierce, Florida, submitted to you by T-Mobile, Tillman Infrastructure, and Cotleur & Hearing; represented by Lewis, Longman Walker.

Name:	Address	Phone Number	Signature
1. Felicia Davis	1703 N 27th ST	(772)489053	
2. Lafayette Ashley	902 N 19th St	772-267-1970	
3. Antonio Andrews	1122 Grand Club Blvd	561-601-0997	antonio andrews
4. Alfredia Agnew	1509 Barcelona Ave Ft Pierce, FL 34946	772-466-9523	Alfredia Ag
5. Environmouth	1909 Ave P.	772-519-8400	
6. Dorothy BASS	305 South 4th Fort Pierce FL	772-467-9839	Dorothy Bass
7. Legson Wesley	1050 Alexander Blvd 11-203	772 301 9325	
8. Janar Dixon	2310 Avenue N	772-667-1500	
9. Maxy B. Ellis	2604 Ave P	772 240 8119	
10. Jeff Board	Juanita AVE	772-528-3524	
11. Tanya Lyons	3204 AVE B	772-267-7101	
12. Natalie Herbank	2201 Avenue	772-302-1638	

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Name:	Address	Phone Number	Signature
1. Margaret Richardson	2201 Avienda AVE	772-446-2099	Margaret Richardson
2. Rebeca Kedine	517 N 16th	407-795-1468	
3. DENIS MOSLEY	39 ORANGE AVE	772-618-3212	Denis Mosley
4. Nikk Richardson	Fulton Dr. Ft Pierce	772.359.1144	
5. Ruben Smith	6704 LAKELAND Blvd	772-672-0361	
6. ISAIAH Hudson	707 North 7th St	772-626-4126	Isaiah Hudson
7. CARLTON MOORER	1701 WOODWARD DR	334-851-5595	
8. Curtis SLATER	802 N. 25th st	772-489-8531	Curtis Slater
9. Latricia Collins	2919 Zora Neal Drive	772 595-1701	
10. Malik Collins	2919 Zora Neal Drive	772-595-1701	Malik Collins
11. Mae E. Slater	2305 San Marcos Ave	772-461-2083	Mae E Slater
12. David Collins	2705 Georgia Ave	772 464-7654	

Petition for Change of Name

We ask the Board of County Commissioners that the Lincoln Park Community Center, located at 1306Ave. M be named the Pauline Williams / Lincoln Park Community Center. Mrs. Pauline Williams worked for St. Lucie County for 25years and was the first Director of Lincoln Park Recreational Center now Lincoln Park Community Center. She was an advocate for youth and families, community organizer, created various programs and activities for local youth.

SIGMA GAMMA RHO SORORITY, INC.
Southeast Region

Name:	Address	Phone Number	Signature
1.	2702 Avenue I	772-519-2579	
2. SHARON EVANS	3003 Tropic Blvd	772-468-5521	Sharon Evans
3. Solomon Lee	1811 AVE O	772-216-7904	
4. John Martin	3105 Kingsley Drive	772 461 1512	John Martin
5. Sharon Alexander	3908 Ave. M	772-519-1309	Sharon Alexander
6.	2103 Ave P	772-461-8783	
7. Telish Mackey	270A Booker St	772 [illegible]-9346	Telisha Mackey
8. Bernard Lee	1811 AVE O	772-501-0458	Bernard Lee
9. Cleisha Green	3300 AVE R	772-801-4172	
10. CLAYTON HALL	707 N 7st Apt 220	772-302-5570	

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Name:	Address	Phone Number	Signature
1. Lori King	3901 AVE R	772-489-3116	
2. Amanda Jackson	3109 Hibiscus Ave	772-333-0318	
3. Henry Jackson	3109 Hibiscus Ave	772-333-0318	
4. VAL LAING	2911 SE Belle Rd	772-812-2751	
5. Marlene Medina	327 SW Maclay Wy	772-418-6864	
6. Bernice Williams	5203 Makuzes Ave	(772) 321-2713	
7. Frances Cooper	4641 S. W. Kents St	(772) 224-7791	
8. Martha Banks	2523 Madewood Dr	772-332-7363	
9. Trevor Banks, SR	2523 Madewood Dr	772-240-1733	
10. Trevor Banks Sr.	2523 Madewood Dr	772	
11. Kevin Singletary	4127 NW Regent Street	772-979-1575	
12. DEXTER JOHNS	354 NW GRANADEER ST PORT ST Lucie FLA	772 708-9184	

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Name:	Address	Phone Number	Signature
1. David Johnson	3508 Ave F	772-979-4518	
2. Cherne Johnson	3508 Avenue F	772-212-5937	
3. [illegible]	341 SE Thanksgiving Ave	772 882-1234	
4. Beverly Fish	32 Villa Blanca	302-387-7010	
5. Nathaniel Watson	1556 SE Faculty Ct.	772-332-7412	
6. Ashle' Bell	365 NW Coronadeer St	561-401-2985	
7. John Byrd	2301 SW Norton Street	772-985-5990	
8. Janet Miller	783 Bent Creek Dr	772-579-8728	
9. Jackie Bea	1851 north 35 street	772.985-4310	
10. Joseph Champion	11106 Apt A Sebastian	772 475-4130	
11. Eddie Cunningham	19150 Elder dr.	954-531-8128	
12. Henry Banks Jr	2316 Johnswood dr	772-979-0367	

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Petition

We as Citizens of St. Lucie County are asking the City of Ft. Pierce to deny the PROPOSED WIRELESS COMMUNICATION FACILITY, located at 1601 N. 25th St., Ft. Pierce, Florida, submitted to you by T-Mobile, Tillman Infrastructure, and Cotleur & Hearing; represented by Lewis, Longman Walker.

Name:	Address	Phone Number	Signature
1. Bettina Brown Jones	5921 NW Bendla St	772-528-5765	Bettina Brown Jones
2. Janice M. Brown	5921 NW Bendla St	772-528-5765	Janice M. Brown
3. Gloria M. Johnson Scott	1511 N. 25th St.	772-332-7193	Gloria M. Johnson Scott
4. Betty Wilson	2121 Juanita ave	772-473-3147	Betty Wilson
5. Annie M. Young	905 N 31st St.	772-464-8397	Annie M. Young
6. Rena Murphy	2302 Sunrise Blvd.	772-332-6720	Rena Murphy
7. Joyce Smith	5959 NW Telford Ave	772-873-5333	Joyce A. Smith
8. Pauline Williams	P.O 3934	772-466-0588	Pauline Williams
9. Kathleen Ragin Lee	2207 S. 34th St. Apt. B	772-828-7298	Kathleen Ragin Lee
10. Kabula A Thyne	1802 Juanita Avenue	772-971-9534	Kabula A Thyne
11. Sonjetta Johnson	1412 N 27th St	772-828-6908	Sonjetta Johnson
12. Cynthia Poole	1502 N 42nd St	772-466-4378	Cynthia Poole

FP 34947

Petition

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Name:	Address	Phone Number	Signature
1. Shanda R. Bethel	2602 Avenue P, Ft. Pierce 34947	404-477-7417	Shanda R. Bethel
2. Caleb Burke	1801 North 46th Street, Ft. Pierce	772-618-0101	Caleb Burke
3. Shelby Bembry	2602 Avenue P ft Pierce	305 336 3804	
4. Barbara E. Mackey	2601 Ave. P Fort Pierce 34947	7728774209	Barbara E. Mackey
5. Gail Ingram	2603 Ave. Q Ft. Pierce	772 409-[illegible]	Gail Ingram
6. Thomasena Jones	2506 Ave P. Ft. Pierce	772-465 8434	Thomasena Jones
7. Sarah Robinson	1102 Ave K Ft Pierce	772 940-7181	Sarah Robinson
8. Tracy Gilchrist	2504 Ave P Ft Pierce	772-708-8799	Tracy Gilchrist
9. Henry SPEARS	2601 Ave Q	242 1084	Henry SPEARS
10. Chlofann Lowrence	2606 Avenue N	772-971-2250	Chlofann Lowrence
11. Mazie Epps	1511 N 24th St Ft. Pierce	(772) 461-6246	Mazie Epps
12.			

Petition

We as Citizens of St. Lucie County are asking the City of Ft. Pierce to deny the PROPOSED WIRELESS COMMUNICATION FACILITY, located at 1601 N. 25th St., Ft. Pierce, Florida, submitted to you by T-Mobile, Tillman Infrastructure, and Cotleur & Hearing; represented by Lewis, Longman Walker.

Name:	Address	Phone Number	Signature
1. Cynthia Smith	4950 Arienda Ave	772-332-6914	Cynthia Smith
2. Felicia Davis	1703 N. 27th St	(772)-801-9754	
3. Janice E. Brown	1801 N. 16th St.	772-408-7986	Janice Everett Brown
4. STANLEY Foster	4617 S.W. Babylon St.	561-806-9030	Stanley Foster
5. Patreca Beachem	1805 Ave C / P.O. Box 692 mailing	772-464-8489	Patreca Beachem
6. Coby Golden	2407 Holiday Ct FP	772-480-8905	Coby Golden
7. Cameron Golden	2407 Holiday Court	772.480.8907	CAM G
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We as Citizens of St. Lucie County are asking the City of Ft. Pierce to deny the PROPOSED WIRELESS COMMUNICATION FACILITY, located at 1601 N. 25th St., Ft. Pierce, Florida, submitted to you by T-Mobile, Tillman Infrastructure, and Cotleur & Hearing; represented by Lewis, Longman Walker.

Name:	Address	Phone Number	Signature
1. Kalyn Owen	2806 Atlantic Ave Ft Pierce 34947	772-579-9956	Kalyn Owen
2. Torvey Rogers	2806 Atlantic Ave	772-579-9956	Torvey Rogers
3. Brenda Mims	971 Worlington Lane	772-323-6324	Brenda Mims
4. Sharon B. Spivey	900 Hickory Street	772-940-8393	Sharon B. Spivey
5. Mazola Barnes	1313 Delaware Avenue	772-409-7398	Mazola Barnes
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Name:	Address	Phone Number	Signature
1. Virginia E. Bradley	2704 Langston Ct Ft Pierce	772-577-0842	Virginia E. Bradley
2. Crystal Spivey	1207 N 13th St	772-259-4046	Crystal Spivey
3. Tyce L. Jackson	2 516 Ave I		Tyce L. Jackson
4. LaWanna K. Porter		772-519-0131	LaWanna K. Porter
5. Arnie Blakely	2107 N. 41st St (1302 Ave "O")	7729791523	Arnie Blakely
6. Laura Lovell Festina	3410 Ave Q Ft Pierce	772-332-8894	Laura Lovell Festina
7. Tya A Fuller	201 N 39th St, Ft Pierce	772-828-5733	
8. HARRY B. WILLIAMS	702 NW VISCAYA ST.	772-204-8974	Harry B. Williams
9. Larryton McNealy, Jr.	207 Essex Drive, Fort Pierce	772-353-7808	
10. Elizabeth Simmons	1507 North 15th St	772-2015077	Elizabeth Simmons
11. Parris Lee	3803 Avenue M, Ft Pierce	772-713-2566	Parris Lee
12. Denise Simmons	2707 Dunbar St. Ft	772-519-1753	

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Name	Address	Phone #	Signature
LaTonya Hubbard	949 Tibet Dr. Port St Lucie	772-940-1118	LaTonya Hubbard
Angie Wilkes	3950 Juanita Ave Ft	754 234 901	
Kenon Williams	3950 Juanita	772 212 3900	
Jackie Thomas	3950 Juanita	760-4367	
Tiffany Smith	3950 Juanita	772 2146612	Tiffany Smith
Preston Fenton	3679 S.E Gate House Cir	772-828-8984	
Helen Brooks	2707 Ave "S"	(772) 332-2908	
Dessiree	3307 Ave J	772 267 7304	
Jorge	3304	772 261 7502	
Melissa	703 palm ave	772 465 8256	
Jaison Briggons	1201 Aberfoyle ave	772-834-8772	
Vera Harrell	521 N. 11th St. Ft. Pierce, Fla.	772-465-3360	Vera Harrell

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Chris Taylor-Johnson	1650 Timberlake Dr. FP 34947	772 466-4800	Chris Taylor-Johnson
Nerissa Martin	2701 Tropic Blvd	772-519-3910	Nerissa Martin
Ken Bowe	242 N. 43rd St	772-979-4562	Ken Bowe
Kimberly Evans	621 W. Weatherbee Rd Ft Pierce FL 34982	772-801-1226	Kimberly Evans
Gloria Jones	9521 Shadow Lane Ft.	772-475-7527	Gloria Jones
Barbara Peters	1104 Driftwood Dr.	772-466-7084	Barbara Peters
SHELTON Peters	1104 Driftwood Dr N	772-466-7084	Shelton V Peters
Patricia Williams	2010 N 37th St	772-579-8846	
Anthony Nixon	1506 Ave H	772 577 1462	
Diane Johnson-Chaney	3107 Jersey Court Fort Pierce FL	772-332-1034	34947 Diane Chaney
BARBARA McAdoo	FT 3001 Ave Apt A	F pierce	
Marjorie Harrell	1529 Ave O Apt B	772-9991631	Marjorie Harrell
Emma Harrell	572 N. 11th St.	Ft. Pierce Fla. 772 465 3360	Ft. Pierce Fla. 34950

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Name	Address	Cell Number	Signature
Dianne Johnson	1811 Ave. M Fort Pierce, FL 34950	772-971-1582	
John Johnson	1811 Ave. M Fort Pierce, FL 34950	772-332-3382	
Eva Pressley	3660 Twin Lakes Terrace Ft. Pierce, FL 34981	772-519-2558	
Zachery Pressley	3660 Twin Lakes Terrace Ft. Pierce, FL 34981	772-216-8291	
Jonathan Ramos	805 N. LAKE DR, Apt. C Ft. Pierce, FL 34982	561-401-7599	
Robin Stowell	5018 Sunset Blvd Fort Pierce FL	352-942-4519	
Gail Prince-Owens	2151 SW Burton St	772-361-9919	
Cecilia Denmark	3104 Ave R Ft. Pierce	754-581-2960	
Toborrius Johnson	3107 Jersey Court Ft Pierce	772-201-3803	
JASMINE CRUICKSHANK	2312 NTH 49th ST FT PIERCE, FL 34946	352-283-6527	
Eriha Jordan	~~Fort~~ 3603 Avenue J Ft. Pierce FL 34947	561-214-5060	
Crystal Jones	609 W. Kleatherbee Road Fort Pierce, FL 34950	860-251-7135	

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NAME:	ADDRESS:	PHONE NUMBER:	SIGNATURE:
Angela Brazell	1855 SE PSL, FL	772-971-0469	
Shalina Johnson	208 SW grove PSL FL	954-200-1272	
[illegible]	532 North 18th Street	772-971-7644	
[illegible]	2404 Langston Dr Ft	772-940-6340	
[illegible]	[illegible]	[illegible]	
[illegible]			
[illegible]	[illegible]	[illegible]	
Patty McFadden	2401 SW Barber Lane	772-924-7199	
Taylor Jones	PSL, FL 34984	772-361-5091	
Janessa Smith	10809 Vin Blue Branch Ct	772-971-8886	
Ashley Porter	530 N 13th St. Ft. Pierce	772 494 7504	
Angela Agnew	PSL, FL	772-971-0469	

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Name:	Address	Phone Number	Signature
1. Melody Golden	2407 Holiday Ct. Ft.P		Melody C. Golden
2. Adrian Moorer	7601 Brookline Ave FtP		Adrian Moorer
3. Daniel C. Wilks	2403 S. 25th Street	772.979.1792	Daniel C. Wilks
4. Christina Lopez	118 Roselyn Ave		Christina Lopez
5. Andrew McIntosh	–	954-857-7910	
6. Latrina Rodgers	2109 N 41st	772-519-4531	L Rodgers
7. Lataiya Moore	3801 Ave Q Ft Pierce	772-209-2825	Lataiya Moore
8. Monica Miller	4820 Groves Rd		M Miller
9. Kerielle Stubbs	282 NE Mainsail St	901-356-0035	Kerielle Stubbs
~~10.~~ Tonya Hart	1303 N 31st Ft Pierce	772-672-1394	Tonya Hart
11. Lucresha Reeves	6804 Santa Clara Blvd	772-216-5062	Lucresha Reeves
12. Renia Daughtry	303 N 31st	(772) 971-1212	Renia Daughtry

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Name:	Address	Phone Number	Signature
1. Brenda Jones	201 N. 20th Street	(772) 979-3873	Brenda Jones
2. Nicole Collins	855 Bent Creek Dr. Ft Pierce FL 34947	772-672-1060	Nicole Collins
3. Tanchon Moorer	7601 Brookline Ave Ft. Pierce, FL 34951	772-595-0141	Tanchon Moorer
4. Nikka Collins	855 Bent Creek Drive	772 777-5732	Nikka Collins
5. Stephanie Smith Martinez	183 North 41st Ave	772-267-4494	Stephanie Smith Martinez
6. Sharon B. Spivey	900 Hickory Street	(772) 940-8393	Sharon B. Spivey
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Name:	Address	Phone Number	Signature
1. Richard Martin	1813 North 4th St	772-267-4492	
2.			
3.	2202 Jo Hay Ward	772-465-5411	D Anny Felton
4. Katie Johnson	1810 Juanita Ave	772-461-3963	Katie Johnson
5. W Anderson	2500 N 13 St	772-622-0096	Willie Anderson
6. Barbara Felton	2202 Jo Hayward Dr.	772-465-5411	Barbara Felton
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Name:	Address	Phone Number	Signature
1. Desiree Williams	4114 Worlington Terr	(772)882-2458	Desiree Williams
2. TARA BLACK	5510 San Diego Ave.	772-985-6702	Tara Black
3. Marc Willis	617 V 21st	772-828-7216	Marc Willis
4. LORENZO DAVIS	4809 Anglewood	772-971-1786	
5. Tia Curry-Watts	9307 Treasure Coast	786 288 6114	
6. EIBERT NIXON	1211 NT 24ST	772-882-2344	Eibert Nixon
7. LaVerne Proctor-Harrison	4300 Evergreen Ave FtP		LaVerne Proctor-Harrison
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NAME:	ADDRESS:	PHONE NUMBER:	SIGNATURE:
Stanley L. Adams	4231 Birkdale Dr.		Stanley L. Adams
Barbara Jones	1201 N. 10th Ave B		Barbara Jones
Tina Young	P.O Box 9638		Tina Young
Mitchell Mobley			Mitchell Mobley
Jean Porter	505 N 15		Jean Porter
Bobbi Dennis	PSL		Bobbi Dennis
Leonard Gant	505 N 15th		Leonard Gant
Steven Noble	3603 Ave J		Steve Noble
Joyce Noble	3603 Ave J		Joyce Noble

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NAME:	ADDRESS:	PHONE NUMBER:	SIGNATURE:
Bernard Washington	2100 Barcelona Ave	-	Bernard Washington
Melissa Bright	516 North 12 st	—	Melissa Bright
LATRICE Jean-Louis	1700 Avenue A Apt, Ft	—	Latrice Jean-Louis
Diane Hanna	613 mades pr		Diane Hanna
Rev. Barbara McGee	202 N 39th St		Barbara McGee
Latoya Green	2103 Lindasue Cir		Latoya A Green
Gwendolyn Spires	1611 Ave A		Gwendolyn Spires
Mary K. Wms	214 Delgado Drive		Mary Kate Williams
Steven Gzd	3007 Langston Pl		Steven Gzd
[redacted]			
Texella Adams	201 S. 8th St.		Texella Adams
Janice Noble-Adams	4231 Birkdale Dr.		Janice Noble-Adams

211

PETITION

We as Citizens of St. Lucie County are asking the City of Ft. Pierce to deny the PROPOSED WIRELESS COMMUNICATION FACILITY, located at 1601 N. 25th Str, Ft. Pierce, Florida, submitted to you by T-Mobile, Tillman Infrastructure, and Cotleur & Hearing; represented by Lewis, Longman, Walker

NAME:	ADDRESS:	PHONE NUMBER:	SIGNATURE:
Myrrah Williams	1605 Avenue D	772-672-3448	Myrrah Williams
Russell Marston	1605 Avenue D	772-882-2339	
Patricia Marston	1655 N 29th St	772-985-3047	Patricia Marston
David Briggs Jr.	526 N 11 ST	772-380-5275	
Emma Harrell	522 N. 11th St.	772-465-3360	Emma Harrell
Vera Harrell	522 N 11th St.	772-465-3360	V. Harrell
JIMMY WARD	1107 N 16th STREET	772-465-3360	Jimmy Ward
	1105 1/2 11th St	772-227 8591	
Destiny Glover	———	772-634-8745	
Stephanie W.	———	772-634-8745	
Pedro Fernandez	529 N 11th St.	787-938-6397	
		787-9386397	

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NAME:	ADDRESS:	PHONE NUMBER:	SIGNATURE:
JOHN PIERRE	1307 AVE E	3025107759	JOHN PIERRE
Marie PIERRE	1307 Ave E	302 510-7759	Marie Pierre
CP Pierre	1307 Ave E	302 510 7759	C.P. Pierre
JEAN-ETIEN	1618 BOSSTON AV	7725322340	Jean Etien

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

Meeting Date: 11/07/2022

Re: STR/VR Annual Renewals

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance No. 22-033 changing Short Term and Vacation Rental renewal dates from September 30 to anniversary billing. SECOND READING

SUMMARY:

At the September 12, 2022 Conference Agenda, the City Commission supported modifying the renewal date of short term and vacation rental registrations from renewing on September 30 of each year to anniversary renewals based upon application and registration issuance

RECOMMENDATION:

Adopt Ordinance 22-033.

ALTERNATIVES:

Adopt with revisions.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Peggy Arraiz, Code Compliance Director

Fiscal Impact

OTHER INFORMATION:

No change in fiscal impact.

Attachments

22-033

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/12/2022 07:23 AM

Form Started By: Linda Cox Started On: 10/05/2022 12:03 PM

Final Approval Date: 10/18/2022

ORDINANCE NO. 22-033

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **CHAPTER 22, ARTICLE X**, **SHORT TERM AND VACATION RENTAL REGULATIONS,** REMOVING SECTION 22-507- EXISTING LEGAL NONCONFORMITIES; AMENDING SECTION 22-516- DURATION OF RENTAL UNIT REGISTRATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission discussed the short term and vacation rental registration program regarding the fees charged, program costs, and enforcement efforts at the September 12, 2022 City Commission Conference Agenda; and

WHEREAS, the City Commission supported modifying the renewal date of short term and vacation rental registrations from renewing on September 30 of each year to anniversary renewals based upon application and registration issuance; and

WHEREAS, as part of the change to the renewal date, other minor modifications to the code were deemed necessary and prudent;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 22, Article X, Division 2, Sec. 22-507 is hereby amended so the same shall read as follows:

Sec. 22-507. ~~Existing legal nonconformities.~~ Reserved.

~~(a) Throughout the city there exist rental units with valid business tax receipts (BTRs) that are legal nonconformities from various ordinances. Notwithstanding the Florida Building Code, the Florida Fire Code, and the Florida Life Safety Code, it is not the intent of this article that these legal nonconformities be corrected as a condition of receipt of a rental unit registration. However, it shall be the responsibility of each rental unit to come into compliance with all of the minimum standards and requirements set forth in this article, as applicable.~~

~~(b) For properties with existing BTRs, legal existing nonconformities shall be identified by the property owner and inventoried by the code enforcement department with the initial issuance of a rental unit registration. The final decision of whether a legal nonconformity exists shall be determined by the code enforcement department. The code enforcement department's decision may be appealed to the city's special magistrate within 30 days after the department's decision. Issuance of a rental unit registration is affirmative assent of existing legal nonconformities. Change of ownership of property shall not invalidate existing nonconformities associated with the initial rental unit registration.~~

~~(c) Upon issuance of subsequent rental unit registration, if it is the determination of the code enforcement department that there are nonconformities not identified and inventoried with the original rental unit registration, the code enforcement department shall require nonconformities to come into compliance prior to issuing a new rental unit registration. Appeals of the code enforcement department's decision may be appealed to the city's special magistrate.~~

~~(Ord. No. 21-019 , § 1, 7-19-2021)~~

SECTION 2. Chapter 22, Article X, Division 2, Sec. 22-513 is hereby amended so the same shall read as follows:

Sec. 22-513. Duration of rental unit registration.

~~Rental unit registrations shall expire on September 30 of each year.~~ Rental unit registrations shall expire annually from the date of initial registration.

(Ord. No. 21-019 , § 1, 7-19-2021)

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. 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 5. This Ordinance shall take effect immediately upon passage.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 22-033 was duly advertised by title only in the St. Lucie News Tribune on August 27, 2022; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 6, 2022; and was duly introduced, read by title only, and passed on second and final reading on September 19, 2022, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 19th day of September, 2022.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

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 :
10/07/2022

Dana Kanitz

Subscribed and sworn to before on October 7, 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: $249.60
Ad No: 0005440505
Customer No: 1309463
PO #:

# of Affidavits: 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, October 17, 2022 and Monday, November 7, 2022 at 5:05 p.m., on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 22-032 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; CREATING CHAPTER 36 - UTILITIES, ARTICLE VIII – IRRIGATION CONSERVATION MEASURES, PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY **YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES** RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ORDINANCE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 22-033 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; CHAPTER 22, ARTICLE X, **SHORT TERM AND VACATION RENTAL** REGULATIONS, REMOVING SECTION 22-507- EXISTING LEGAL NONCONFORMITIES; AMENDING SECTION 22-516- DURATION OF RENTAL UNIT REGISTRATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 22-034 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, ARTICLE X, CREATING SECTION 103-373 TO ESTABLISH THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 22-035 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE

FLORIDA; PROVIDING FOR A **MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES** FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub: Oct 7, 2022
TCN5440505

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

Meeting Date: 11/07/2022

Re: Public Hearing for Affordable Housing Advisory Committee Ordinance

Submitted For: Brittany Marinello, Grants Manager, Finance Department

SUBJECT:

Legislative Hearing - Ordinance No. 22-034 creating an Affordable Housing Advisory Committee due to the larger allocation for the S.H.I.P. programs. SECOND READING

SUMMARY:

The establishment of the Affordable Housing Advisory Committee (AHAC) is mandated by the State of Florida to create Affordable Housing initiatives within the City of Fort Pierce.

RECOMMENDATION:

Acceptance public comments for the Affordable Housing Advisory Committee Ordinance.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Sara Hedges, Assistant City Attorney
Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N: No

OTHER INFORMATION:

N/A

Attachments

22-034
Proof of Publication
Presentation

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/05/2022 02:16 PM
City Manager	Nick Mimms	10/12/2022 07:24 AM
Form Started By: Brittany Marinello		Started On: 10/05/2022 01:06 PM

Final Approval Date: 10/18/2022

ORDINANCE NO. 22-034

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 103, ARTICLE X, CREATING SECTION 103-373 TO ESTABLISH THE AFFORDABLE HOUSING ADVISORY COMMITTEE**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida ("City") recognizes the necessity for decent, safe, and affordable housing for all residents; and

WHEREAS, the William E. Sadowski Affordable Housing Act was adopted by the Florida Legislature in 1992, creating a dedicated revenue source for affordable housing, which is, in part, distributed to local governments through the State Housing Initiative Partnership (SHIP) Program; and

WHEREAS, the City is to receive funding from the SHIP Program to implement local affordable housing assistance activities as authorized by the State Housing Initiatives Partnership Act, sections 420.907 – 420.9079, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, the City is required to establish an Affordable Housing Advisory Committee for the purpose of recommending specific initiatives and incentives to encourage or facilitate affordable housing; and

WHEREAS, the Communitywide Council has been operating as the Affordable Housing Advisory Committee as part of its duties and responsibilities; and

WHEREAS, the City wishes to establish an independent Affordable Housing Advisory Committee pursuant to the Act.

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

SECTION 1. Chapter 103, Article X – Local Housing Assistance Program, Section 103-373 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby created and the same shall read as follows:

Sec. 103-373. – Creation of the Affordable Housing Advisory Committee.

(a) The Affodable Housing Advisory Committee is hereby created and established pursuant to the State Housing Initiatives Partnership Act (F.S. § 420.907 et seq.) The members of the Affordable Housing Advisory Committee shall be appointed by resolution of the City Commission.

(b) The Affordable Housing Advisory Committee shall consist of nine (9) voting members appointed by the City Commission. The Affordable Housing Advisory Committee shall include one (1) elected member of the City Commission and one (1) representative from at least six (6) of the following categories:

(1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

(2) A citizen who is actively engaged in banking or mortgage industry in connection with affordable housing.

(3) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

(4) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

(5) A citizen who is actively engaged as a for-profit provider of affordable housing.

(6) A citizen who is actively engaged as a not-for-profit provider of affordable housing.

(7) A citizen who is actively engaged as a real estate professional in connection with affordable housing.

(8) A citizen who actively serves on the City's planning agency pursuant to F.S. 163.3174, or as may be amended.

(9) A citizen who resides within the jurisdiction of the local governing body making appointments.

(10) A citizen who represents employers within the jurisdiction.

(11) A citizen who represents essential services personnel as defined in the local housing assistance plan.

(c) Members shall serve for a two (2) year term by majority vote of the City Commission. Appointments to fill vacancies due to resignation or other unexpected events shall be limited to the unexpired term of such vacancy. Members may continue to serve on the Affordable Housing Advisory Committee until a replacement has been appointed. The City Commissioner member shall be selected annually by the City Commission.

(d) The Affordable Housing Advisory Committee shall elect a Chairman and Vice-Chairman who shall serve for a one (1) year term and may not serve consecutive terms in the same position.

(e) Affordable Housing Advisory Committee members shall be automatically removed for lack of attendance. Lack of Attendance means failure to attend three (3) consecutive regularly scheduled meetings or failure to attend at least two-thirds of the regularly scheduled meetings during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Absences shall be entered into the minutes of the Committee meeting.

(f) The Affordable Housing Advisory Committee shall hold a minimum of three (3) meetings per year. All meetings of the Affordable Housing Advisory Committee shall be publically announced and shall be open to the public. The Affordable Housing Advisory Committee shall comply with the special provisions regarding notice found in F.S. 420.9076, or as may be amended.

(g) The Affordable Housing Advisory Committee shall comply with the Government in the Sunshine Law and the public records law. Written minutes of all meetings shall be kept. Staff, administrative, and facility support shall be provided by the City.

(h) The Affordable Housing Advisory Committee shall:

(1) Recommend initiatives and incentive to the City Commission to encourage or facilitate affordable housing in the City.

(2) Annually, review the established policies and procedures, ordinances, land development regulations, and the City's adopted comprehensive

plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. Such recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the City's comprehensive plan and corresponding regulations, ordinances, and other policies.

(3) Annually, submit a report to the City Commission and to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program which includes recommendations on the implementation of affordable housing incentives in the following areas:

a. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. 163.3177(6)(f)(3), or as may be amended.

b. All allowable fee waivers provided for the development or construction of affordable housing.

c. The allowance of flexibility in densities for affordable housing.

d. The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.

e. Affordable accessory residential units.

f. The reduction of parking and setback requirements for affordable housing.

g. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

h. The modification of street requirements for affordable housing.

i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

k. The support of development near transportation hubs and major employment centers and mixed-use developments.

(i) A majority of the Affordable Housing Advisory Committee members shall constitute a quorum for meeting purposes. An affirmative vote of a majority of the Affordable Housing Advisory Committee membership shall be required for the approval of the local housing incentive strategies recommendations and the review of local government implementation of previously recommended strategies.

(j) The City Commissioner serving on the Affordable Housing Advisory Committee, or a locally elected designee, shall attend biannual regional workshops convened and administered under the Affordable Housing Catalyst Program, a provided in F.S. 420.531(2), or as may be amended.

Secs. 103-374-103.99. Reserved.

SECTION 2. In the event a court of competent jurisdiction should determine hereafter that any part of this Ordinance is invalid, for any reason, then, in such event, the invalid portion shall be severed, with the remainder of such Ordinance to be given full force and effect.

SECTION 3. All ordinances or parts of ordinances in conflict herewith shall and the same be repealed as of the effective date hereof and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 22-____ was duly advertised by title only in the St. Lucie News Tribune on _____; 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 Monday, _____; and was duly introduced, read by title only, and passed on second and final reading on Monday, _____, 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.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

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 :
10/07/2022

Dana Kanitz

Subscribed and sworn to before on October 7, 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: $249.60
Ad No: 0005440505
Customer No: 1309463
PO #:

# of Affidavits: 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

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All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub: Oct 7, 2022
TCN5440505

Affordable Housing Advisory Committee

ORDINANCE 22-034

Requirements for Committee

State Housing Initiatives Partnership Act, sections 420.907 – 420.9079, Florida Statutes

The Affordable Housing Advisory Committee shall include

- one (1) elected member of the City Commission,
- two (2) members appointed at large,
- and one (1) representative from at least six (6) of the following categories:

Categories of membership

(1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

(2) A citizen who is actively engaged in banking or mortgage industry in connection with affordable housing.

(3) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

(4) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

(5) A citizen who is actively engaged as a for-profit provider of affordable housing.

(6) A citizen who is actively engaged as a not-for-profit provider of affordable housing.

(7) A citizen who is actively engaged as a real estate professional in connection with affordable housing.

(8) A citizen who actively serves on the City's planning agency pursuant to F.S. 163.3174, or as may be amended.

(9) A citizen who resides within the jurisdiction of the local governing body making appointments.

(10)A citizen who represents employers within the jurisdiction.

(11)A citizen who represents essential services personnel as defined in the local housing assistance plan.

Duties of AHAC

(1) Recommend initiatives and incentive to the City Commission to encourage or facilitate affordable housing in the City.

(2) Annually, review the established policies and procedures, ordinances, land development regulations, and the City's adopted comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. Such recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the City's comprehensive plan and corresponding regulations, ordinances, and other policies.

Duties Continued

(3) Annually, submit a report to the City Commission and to the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program which includes recommendations on the implementation of affordable housing incentives in the following areas:

- a. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. 163.3177(6)(f)(3), or as may be amended.
- b. All allowable fee waivers provided for the development or construction of affordable housing.
- c. The allowance of flexibility in densities for affordable housing.
- d. The reservation of infrastructure capacity for housing for very low income persons, low-income persons, and moderate-income persons.
- e. Affordable accessory residential units.
- f. The reduction of parking and setback requirements for affordable housing.
- g. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- h. The modification of street requirements for affordable housing.
- i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- k. The support of development near transportation hubs and major employment centers and mixed-use developments.

Staff Recommendation

Grants Division staff recommends approval of the Affordable Housing Advisory Committee in order to comply with the Florida Statutes.

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

Meeting Date: 11/07/2022

Re: Impact Fee Moratorium

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

SUBJECT:

Legislative Hearing - Ordinance 22-035 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.

SUMMARY:

Ordinance 22-035 will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of one (1) year. The City Commission initially adopted Ordinance 20-007 on March 16, 2020, which provided for a moratorium on the collection of City impact fees within the Fort Pierce Redevelopment Agency boundaries for a period of 12 months. Subsequent Ordinances 21-010 and 22-009 extended the moratorium which ultimately expired on September 6, 2022.

RECOMMENDATION:

Approve Ordinance 22-035.

ALTERNATIVES:

Amend or deny Ordinance 22-035.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

City Manager
City Attorney
City Clerk

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

9/12/22 Conference Agenda Presentation

Ordinance 22-035

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/11/2022 01:29 PM
City Manager	Nick Mimms	10/11/2022 01:29 PM

Form Started By: Shyanne Harnage Started On: 10/03/2022 08:11 AM

Final Approval Date: 10/18/2022



Impact Fee Moratorium

Conference Agenda – September 12, 2022

Overview

Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure.

There has been limited new construction in the FPRA district over the past several years.

Assist businesses by reducing their startup costs and encourage new residents to build homes.

Timeline

March 16, 2020

Ordinance 20-007 Adopted –

Impact Fee Moratorium for 12 months.

March 16, 2021

Initial 12-month Impact Fee Moratorium expired.

April 5, 2021

Ordinance 21-010 Adopted –

Impact Fee Moratorium extended for 6 months.

October 5, 2021

Impact Fee Moratorium expired.

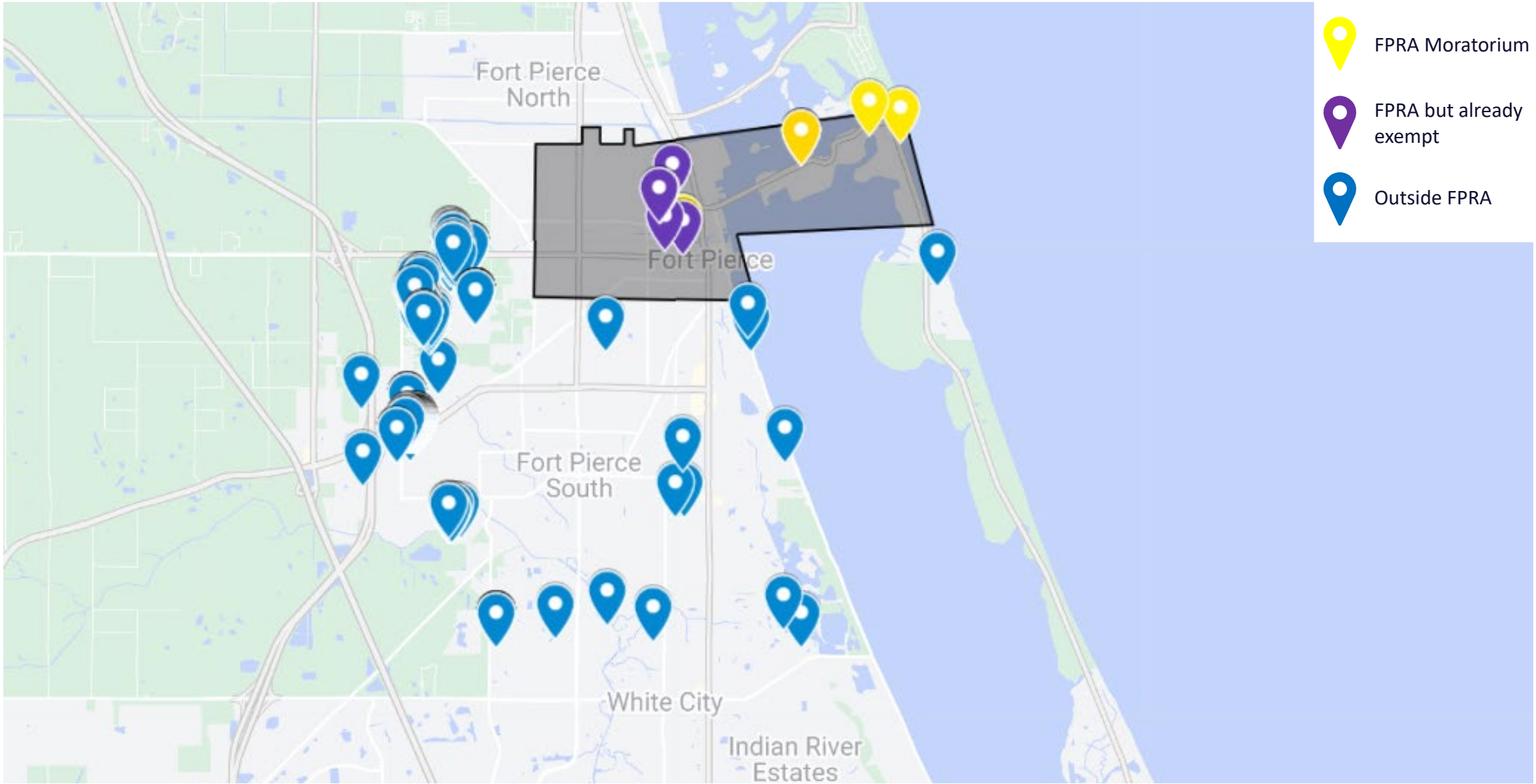
March 7, 2022

Ordinance 22-009 Adopted –

Impact Fee Moratorium Extended for 6 months

September 6, 2022

Impact Fee Moratorium expired.



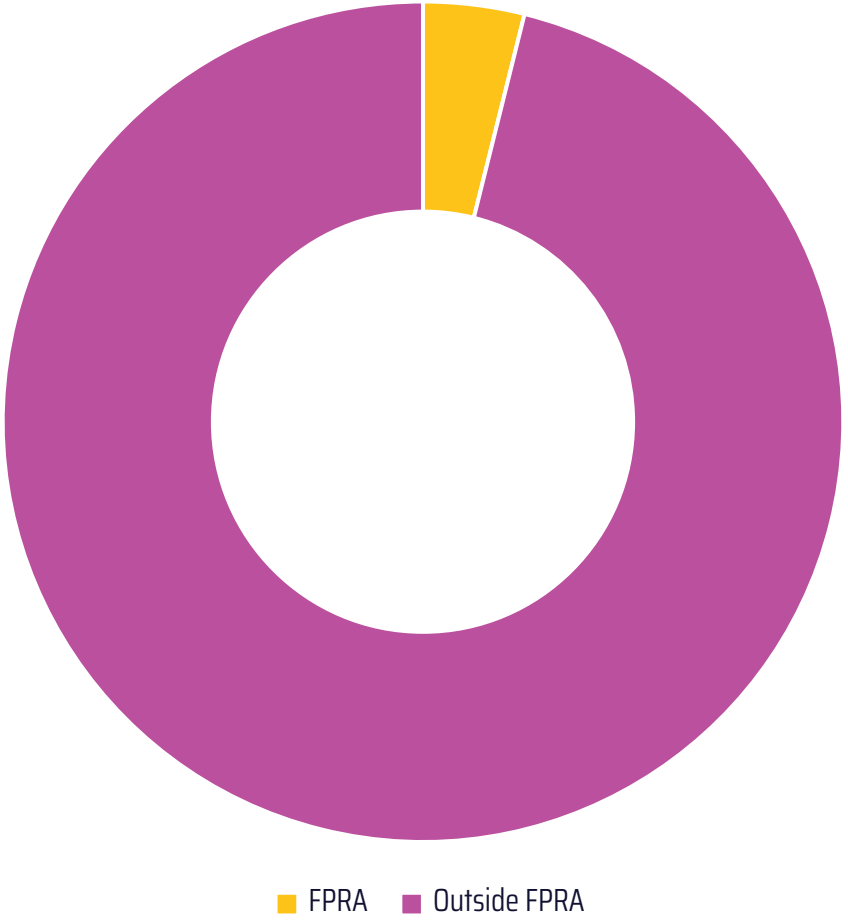
New Construction Building Permits March 2022 – September 2022

Building Permit Comparison

Outside the FPRA

272 new construction building permits.

96% of all new construction building permits were outside of the FPRA.



Within the FPRA

11 new construction building permits.

5 of the 11 permits were exempt from impact fees.

4% of all new construction building permits were within the FPRA.

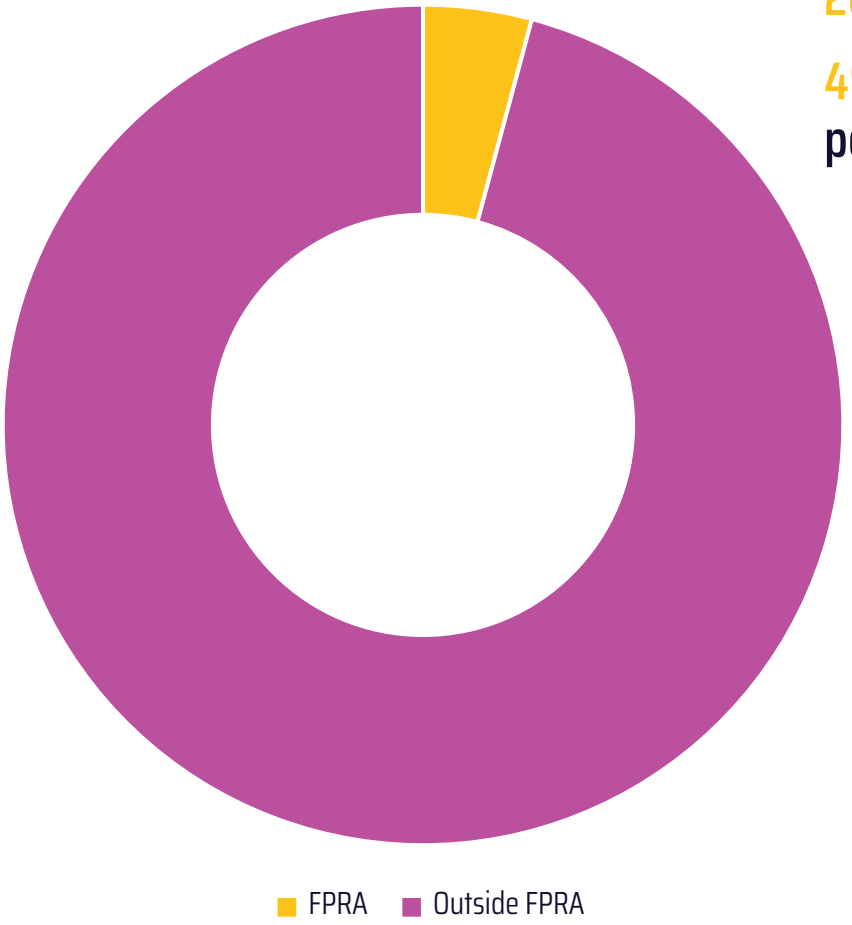
Based on building department data between March 7, 2022 and August 28, 2022

Previous Moratorium Period
Building Permit Comparison

Within the FPRA

20 new construction building permits.

4% of all new construction building permits were within the FPRA.



Outside the FPRA

459 new construction building permits.

96% of all new construction building permits were outside of the FPRA.

Based on building department data between March 16, 2020 and October 5, 2021

Recommendation

Staff will be recommending to extend the Impact Fee Moratorium for a period of twelve (12) months in an effort to reinforce our incentive toolkit and emphasize our strong desire for infill development through an Ordinance adopted by the City Commission.



ORDINANCE NO. 22-035

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to promote Fort Pierce to encourage the investment of private resources in the urban core of our city by suspending the collection of City Impact Fees in an effort to stimulate and encourage new development within the boundaries of the City's Designated Urban Infill and Redevelopment Area; and

WHEREAS, the moratorium of impact fees herein may place the City in a more competitive position, thus enhancing efforts by the City and the community to encourage economic development opportunities to create permanent employment expansion opportunities; and

WHEREAS, the City Commission finds the most effective economic stimulus that the City can provide is to offer incentives to new construction projects by removing the City-imposed development costs represented by city impact fees; and

WHEREAS, this is an integral part of the City's overall economic development strategy; and

WHEREAS, the City Commission will evaluate the impacts of suspending the City Impact Fee Program as herein provided for, and shall thereafter further consider changes in the Comprehensive Plan if and to the extent necessary so as to reflect the experience resulting from the temporary moratorium herein provided for; and

WHEREAS, such moratorium shall apply to all such new construction within the boundaries of the City's Designated Urban Infill and Redevelopment Area for which a building permit is issued subsequent to the adoption of this ordinance; and

WHEREAS, the moratorium will continue for one (1) year after its effective date, unless otherwise modified or repealed by the City Commission; and

WHEREAS, Section 166.021, Florida Statutes, provides the City with the power to enhance and expand economic activity in the City including the authority to expend and use public funds toward achievement of the City's economic development goals; and

WHEREAS, the City of Fort Pierce will continue to collect Impact Fees for St. Lucie County in accordance with established Interlocal Agreement(s).

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The imposition of Impact Fees, as provided by Code Sections 113-15 through and including Section 113-19, and the collection of said fees as provided by Code Section 113-8, are hereby suspended within the boundaries of the City's Designated Urban Infill and Redevelopment Area for a period not to exceed one (1) year from the date of final passage hereof and shall be reinstated thereafter to full force and effect unless or until they should be modified or amended.

SECTION 2. All ordinances of parts of ordinances in conflict herewith are and the

same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective immediately upon final passage hereof and shall remain in effect for a period of one (1) year, or for such shorter period as may hereafter be determined by the City Commission by subsequent ordinance, following such final passage and shall then cease to become effective unless otherwise extended by further ordinance.

SECTION 4. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 22-0XX was duly advertised by title only in the St. Lucie News Tribune on _____, 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 _____, 2022; and was duly introduced, read by title only, and passed on second and final reading on _____, 2022, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2022.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

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 :
10/07/2022

Dana Kanitz

Subscribed and sworn to before on October 7, 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: $249.60
Ad No: 0005440505
Customer No: 1309463
PO #:

# of Affidavits: 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, October 17, 2022 and Monday, November 7, 2022 at 5:05 p.m., on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 22-032 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; CREATING CHAPTER 36 - UTILITIES, ARTICLE VIII – IRRIGATION CONSERVATION MEASURES, PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY **YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES** RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ORDINANCE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 22-033 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; CHAPTER 22, ARTICLE X, **SHORT TERM AND VACATION RENTAL** REGULATIONS, REMOVING SECTION 22-507- EXISTING LEGAL NONCONFORMITIES; AMENDING SECTION 22-516- DURATION OF RENTAL UNIT REGISTRATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 22-034 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, ARTICLE X, CREATING SECTION 103-373 TO ESTABLISH THE AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL PORTIONS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 22-035 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE

FLORIDA; PROVIDING FOR A **MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES** FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Pub: Oct 7, 2022
TCN5440505

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

Meeting Date: 11/07/2022

Re: Parking Ordinance Amendment

SUBJECT:

POSTPONED TO DEC. 5, 2022 Legislative Hearing - Ordinance 22-036 amending Chapter 34 - Article I and Chapter 34 - Article II establishing Parking Regulations. FIRST READING

SUMMARY:

Amending the Ordinance as follows:
Article I -

- Reducing the number of reserved sections.

Article II -

- Deleting the entire section previously dedicated to "Stopping, Standing and Parking".
- Amending Sections 16 - 62 to establish new parking regulations.

RECOMMENDATION:

Approve the ordinance amendment.

ALTERNATIVES:

Deny or amend the ordinance amendment.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Parking Committee
Walker & Associates
City Manager's Office
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 22-036 - Parking Regulations

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/02/2022 02:41 PM

Form Started By: Peggy Arraiz Started On: 10/31/2022 04:37 PM

Final Approval Date: 11/02/2022

ORDINANCE NO. 22-036

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 34, ARTICLE I TO REDUCE THE NUMBER OF RESERVED SECTIONS; AMENDING CHAPTER 34, ARTICLE II, BY DELETING SECTIONS 34-35 THROUGH 34-62; AMENDING CHAPTER 34, ARTICLE II BY TITLE, AMENDING CHAPTER 34, ARTICLE II BY ADDING SECTIONS 34-16 THROUGH 34-62 TO ESTABLISH PARKING REGULATIONS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce continues to experience a high level of redevelopment in the downtown and waterfront areas that drastically increased the number of visitors to our community; and

WHEREAS, with the limited parking spaces available result in a large number of vehicles being parked illegally in ways that either damage public property or that are unsafe; and

WHEREAS, the City Commission finds it necessary to provide a set of parking rules and regulations to address the high volume of vehicles and related parking issues; and

WHEREAS, through consistent and successful enforcement of these parking restrictions, residents, visitors, and business owners can enjoy a safer and more friendly environment; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City ofFort Pierce, Florida as follows:

SECTION 1. Chapter 34, Article I – In General is hereby amended so that the same shall read thereinafter as follows:

Secs. 34-9—34-15. – Reserved.

SECTION 2. Chapter 34, Article II – Stopping, Standing and Parking, Sections 34-35 through 34-62 are hereby deleted in their entirety:

~~(a) Purpose. This section shall regulate the parking of vehicles within the city limits. All violations in the section are considered class I violations unless specified otherwise.~~

~~(b) Obedience to angle-parking signs or markings. Upon those streets which have been signed or marked by the traffic engineer for angle parking, no person shall stop, stand or park a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.~~

~~(c) Permit for loading and unloading at an angle to the curb. No person shall stop, stand or park any vehicle at right angles to the curb for the purpose of loading or unloading of merchandise without a permit issued by the traffic engineer, or his authorized representative.~~

~~(d) Obstruction of traffic. No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic. Where streets are not completely paved or curbs provided, the parking of a car shall not usurp more than 12 inches of the paved portion of the street.~~

~~(e) Alleys. No person shall stop, stand or park a vehicle within an alley in a business~~

district, except for the expeditious loading or unloading of materials, and in no event for a period of more than 20 minutes, and no person shall stop, stand or park a vehicle in any other alley in such a manner, or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic. No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.

(f) Authority to remove and impound vehicles.

(1) Whenever any police officer finds a vehicle standing upon a street or alley in violation of any of the foregoing provisions of this article, such standing upon a street or alley in violation of any of the provisions of this article, such officer may move such vehicles or require the driver or person in charge of the vehicle to move the same to a position off the paved or improved or main traveled part of such street or alley.

(2) Whenever any police officer finds a vehicle unattended upon any street, bridge or causeway, or in any tunnel within the city where such vehicle constitutes an obstruction to traffic, such officer may provide for the removal of such vehicle in accordance with law.

(g) All-night parking. No person, except physicians or other persons on emergency calls, shall park a vehicle on any street marked to prohibit all-night parking and giving notice thereof, for a period of time longer than 30 minutes between the hours of 2:00 a.m. and 5:00 a.m. of any day.

(h) Parking for certain purposes. No person shall park a vehicle upon any street for the principal purpose of:

(1) Displaying such vehicle for sale.

(2) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.

(3) Displaying advertising.

(4) Selling merchandise from such vehicle except in a duly established marketplace, or when so authorized or licensed under the ordinances of the city.

(5) Storage, or as junkage or dead storage, for more than five continuous days (120 hours).

(i) Standing or parking on one-way roadways. In the event a street includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such one-way roadway, unless signs are erected to permit such standing or parking.

(j) Passenger curb loading zone. No person shall stop, stand or park a vehicle for any purpose or period of time, except for the expeditious loading or unloading of passengers, in any place marked as a passenger curb loading zone during hours when the regulations applicable to such passenger curb loading zone are effective, and then only for a period not to exceed five minutes.

(k) Freight curb loading zone.

(1) No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a freight curb loading zone during hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed 30 minutes.

(2) The driver of a vehicle may stop temporarily at a place marked as a freight

curb loading zone, for the purpose of and while actually engaged in loading or unloading passengers, when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone.

(l) Restricted parking zone. No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose to which parking in such zone is restricted, except that a driver of a passenger vehicle may stop temporarily in such zone, for the purpose of and while actually engaged in loading or unloading of passengers, when such stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purpose to which parking is restricted.

(m) Buses, taxicabs. The operator of a bus or taxicab shall not stop, stand or park upon any street in any business district at any place other than at a bus stop, or taxicab stand, respectively, except that this provision shall not prevent the operator of any such vehicle from temporarily stopping in accordance with other stopping, standing or parking regulations at any place for the purpose of and while engaged in the expeditious unloading or loading of passengers.

(n) Use of bus and taxicab stands. No person shall stop, stand or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand when such stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in the expeditious loading or unloading of passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

(o) Parking prohibited at all times. When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets, sidewalks, sidewalk areas or other places so designated.

(p) Parking time limited on certain streets. When signs are erected giving notice thereof, no person shall stop, stand or park a vehicle for longer than the time designated by said signs at any time between those hours so stated by said signs on any day except Sundays and legal holidays.

(q) Parking in spaces for persons with disabilities. No person shall stop, stand, or park a vehicle within, or to obstruct, any space designated and marked as a disabled person parking space unless the vehicle displays adisabled parking permit or a license plate and the vehicle is transporting the person to whom the displayed permit is issued. Violation of this subsection is a Level III violation. All fines collected under this subsection will be collected in accordance with F.S. chs. 316 and 318.

(r) Parking in fire lanes. No person shall stop, stand, or park a vehicle, with the exception of allowing a disabled person to enter or exit the vehicle, in a fire lane located on any property within the city.

(s) Parking prohibited on city right-of-way. No person shall stop, stand or park a vehicle, either fully or partially, upon any right-of-way owned and maintained by the city.

(t) Violations of F.S. ch. 316. Supplemental to the provisions of this chapter, the city hereby adopts provisions relating to parking, traffic control, enforcement and penalties as outlined in the F.S. ch. 316.

(u) Exemptions. The prohibitions stated in this section shall not apply to city, county, state and/or utility worker vehicles while parked in conjunction with discharging their official duties.

(v) Penalty. A violation of any of the provisions of this section shall be deemed an infraction, a noncriminal violation which is not punishable by incarceration and for which there is no right to a trial by jury or a right to court-appointed counsel.

(w) Procedure. Any person cited for a violation of this section shall be deemed to be charged with a noncriminal violation and upon receiving notice of such shall:

(1) Within 30 calendar days pay to the city a fine, as provided for in chapter 2, for violation of on-street parking; off-street parking; illegal parking or blocking traffic. Upon the violator's failure to pay the appropriate sum as applicable within 30 calendar days after receipt of the notice of such violation or violations, the violator, shall pay an additional fine of $18.00.

(2) Within seven calendar days, post a bond which shall be equal in amount to the applicable penalty set forth in subsection (w)(1) of this section, plus $10.00, and sign a written request to appear before a special magistrate authorized by law to preside over a court or hearing adjudicating traffic infractions. Any person electing to appear before a special magistrate shall be subject to the maximum penalty provided by subsection (w)(1) of this section, as well as subject to any administrative costs assessed.

(3) Any person posting a bond as outlined in subsection (w)(2) of this section and who fails to appear at the hearing shall be considered as having forfeited said bond.

(4) If a person follows the procedure of either subsection (w)(1) or (3) of this section, he shall be deemed to have admitted the infraction and to have waived his right to a hearing on the commission of the infraction. Such admission shall not be used as evidence in any other proceeding.

Sec. 34-36. Impoundment of vehicles generally.

The police officers of the city are hereby authorized to remove a vehicle from any public street, park, lawn or parkway or from any private alley, drive, driveway or other privately-owned property and to cause the same to be impounded in the nearest garage or other place of safety, or in a garage designated or maintained by the police department or otherwise maintained by the city:

(1) When any vehicle shall be parked on any public park, lawn, parkway or in front of or so as to block entrances or driveways into public or private property from streets, avenues, highways or boulevards.

(2) When any vehicle shall be parked in any private alley, drive, driveway or on other privately-owned property without the permission or consent of the owner of such private alley, drive, driveway or property.

(3) When any vehicle is left unattended and parked upon a street and is so parked illegally as to constitute a hazard or obstruction to the normal movement of traffic.

(4) When any vehicle is left unattended and parked for an excessive period of time and in violation of any ordinance of the city or regulation of the city manager limiting the time for parking of vehicles on designated streets or parts of streets within the city.

(5) When a vehicle is so disabled as to constitute an obstruction to traffic or a hazard to persons or property and the persons in charge of the vehicle are by reason of physical injury or condition incapacitated to such an extent as to be unable to provide for its custody or removal.

Sec. 34-37. Parking trucks, buses.

(a) Definitions. For the purpose of this section, the term "truck" means any vehicle designed or operated for the transportation of property and whose body weight, or

~~whose combined body and load weight, exceeds one ton. The term "bus" means any vehicle designed or operated for the transportation of human beings and whose body weight, or whose combined body weight and load weight, exceeds one ton.~~

~~(b) Parking on certain city streets. When official traffic control devices have been installed giving notice thereof, no driver or operator of any bus or truck shall park on said streets.~~

~~Secs. 34-38—34-62. Reserved.~~

SECTION 3. Chapter 34, Article II – Stopping, Standing and Parking is hereby amended so that the same shall read thereinafter as follows:

ARTICLE II. ~~Stopping, Standing and~~ Parking

DIVISION 1. GENERAL PROVISIONS; ADMINISTRATIVE AUTHORITY; DEFINITIONS

Section 34-16. Title.

This chapter shall be known and may be cited as the "City of Fort Pierce Parking Ordinance."

Section 34-17. Applicability.

The provisions of this chapter shall apply throughout the corporate limits of the City and to the use of parking-related property owned or operated by the City.

Section 34-18. Definitions.

For the purpose of this chapter, certain abbreviations, terms, phrases, words, and their derivatives shall have the following meanings:

Calendar days mean and include Saturdays, Sundays, and legal holidays. Thus, in computing any period of time prescribed or allowed by this chapter, the day of the act, event, or default from which the designated period of time begins to run shall not be included; however, the last day of the period so computed shall be included, even if it is a Saturday, Sunday or legal holiday, any provision of this Code to the contrary notwithstanding.

Citation means a parking ticket issued for a violation of the Code as described in this chapter.

Commercial parking permit shall mean an identification credential affixed to a vehicle issued to a business by the City in accordance with the provisions of this section.

Commercial vehicle means:

(a) A vehicle designed, used or maintained primarily for the transportation of property, with a gross vehicle weight of 10,000 pounds or more; or

(b) Any bus, van, or truck with either a gross vehicle weight in excess of 10,000 pounds, or which is designed, used or maintained primarily for the transportation of unrelated persons for hire; or

(c) Any vehicle used in connection with any commercial enterprise that is identified by permanent or removable markings on both sides of the exterior of the vehicle, in letters not less than three (3) inches high, of the name of the company operating such vehicle.

Contractor parking permit shall mean an identification credential affixed to a vehicle issued to a contractor on a temporary basis by the City in accordance with the provisions of this section.

Delinquent status means a citation where payment is past due and includes citations that have not been paid, or for which a request for a parking violation hearing has not been made. A citation which has been found to be in violation after a hearing shall be in delinquent status if not paid within the time set. A violation set for a parking violation hearing which results in default shall immediately be in delinquent status. A citation will

remain in delinquent status until paid in full, unless dismissed or found not to be a violation.

Hearing officer means the code enforcement special magistrate assigned to hear parking violation hearings and challenges to parking citation violations and immobilization of vehicles in accordance with the provisions of this chapter.

Industrial equipment means farm tractors, implements, bulldozers, draglines, cranes, derricks, heavy earthmoving equipment normally used in farming excavation and/or heavy construction activities.

Non-motorized vehicle means any vehicle which does not have an attached source of mechanical energy such as an engine in order to make it move, but has to be attached, drawn, pushed, or pulled in order for it to be moved. Non-motorized vehicles include, but are not limited to, utility trailers, travel trailers, watercraft, boats, and watercraft or boat trailers.

Owner means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise as defined under F.S. § 320.01, as of the date of the violation. The owner of a vehicle bearing a license plate that has been issued a citation shall be liable for payment of all penalties and costs.

Park or *parking* means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in loading or unloading merchandise or passengers.

Parking enforcement officer means a designated person who has successfully completed a parking enforcement officer training program established and approved by the Florida Criminal Justice Standards and Training Commission.

Parking violation hearing means a hearing by a hearing officer in which a driver or owner of a vehicle bearing a license plate that has been issued a citation, may contest the issuance of the citation. Parking violation hearings shall provide the opportunity for testimony and evidence to be presented and the rules of evidence shall be liberally construed to allow for the presentation of testimony and evidence. Parking violation hearings shall also be used by a person with standing to challenge the immobilization of a vehicle in a post-immobilization hearing.

Semitrailer means a semitrailer which is used or designed primarily for carrying commercial loads.

Stand or *standing* means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in receiving or discharging passengers.

Stop or stopping, when prohibited, means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or to comply with the direction of a law enforcement officer or traffic-control sign or signal.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon any public street within the City, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Section 34-19. Administrative authority.

The provisions of this chapter shall be enforced by the City Manager or his or her designee.

Section 34-20. Authority to issue citations for parking tickets.

Parking enforcement officers, police officers and community service officers are authorized to issue parking tickets for violations of this chapter.

Section 34-21 – 34-25. – Reserved.

DIVISION 2. FEE AUTHORITY AND TYPES

Section 34-26. Fees—City Commission to establish.

The City Commission shall have the authority to set fees by resolution.

Section 34-27. Same—Types enumerated.

Fees may be charged for the following:

(1) Temporary Contractor Parking permits.

(2) Business Parking permits (for use in loading zones only).

(3) Marina Parking permits.

(4) Late payments.

(5) Immobilization and impoundment of vehicles as provided for in this chapter.

Section 34-28 – 34-30. – Reserved.

DIVISION 3. GENERAL PARKING REGULATIONS

Section 34-31. Parking in City lots, garages, public streets, and other property.

(a) *Improper Parking.* Any vehicle stopped, standing, or parked in a single parking space on any City owned or operated parking lot, garage, public street, or other property shall be parked within the lines marked for such single parking space. It is unlawful to stop, stand or park any vehicle across any such line or mark or to park such vehicle in any such way that the same shall not be within the area so designated by such lines or markings for that single parking space.

(b) *Height Restrictions.* No vehicle shall enter a parking garage which exceeds the height restriction posted on the clearance bar at the entrance of each garage.

(c) *Restricted Parking.* It is unlawful for an operator of a vehicle to stop, stand or park such vehicle in a space not designated or designed for its size.

(d) *Parking Time Limited.* When signs are erected giving notice of time limits, no person shall park a vehicle in any parking space and/or zone for a continuous period of time longer than that period of time designated by such signs. In order to enforce this provision no person shall roll the tires of a vehicle in an attempt to circumvent time restrictions enforcement prior to removing the vehicle from the parking space.

(e) *Parking prohibited/limited*. When signs are erected or pavement markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets, parking lots, sidewalks, sidewalk areas or other places so designated in a manner inconsistent with the provided signage or pavement markings.

(f) *Required distance from driveways.* It is unlawful for any person to stop, stand or park a vehicle, whether occupied or not, within ten (10) feet from the edge of a public or private driveway. It is unlawful for any person to stop, stand or park a vehicle across the street from a driveway if the street width is twenty-five (25) feet or less.

(g) *Minimum street clearance.* It is unlawful for any operator to stop, stand or park any vehicle upon a street, in a traffic lane, any alley or other city owned or operated property in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the traffic lane or roadway for free movement of vehicular traffic, except that an operator may stop only during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or directions from a police officer or community service officer. Where streets are not completely paved or curbs provided, the parking of a car shall not usurp more than 12 inches of the paved portion of the street.

(h) *Alleys*. No person shall stop, stand, or park a vehicle within an alley in a business district, except for the expeditious loading or unloading of materials, and in no event for a period of more than 20 minutes. No person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.

(i) *Oversized vehicle restrictions.* No motor vehicle, as defined by Florida Statues as may be amended, of eighty-six (86) inches or more in overall width (not including mirrors) shall be parked on any street, alley, or city owned or operated property, other than for loading and unloading, if parked adjacent to property designated by Chapter 125 of this Code as a residential zoning district.

(1) A written warning will be provided prior to the issuance of a citation. After twelve (12) hours, if the motor vehicle is parked in any prohibited location, a citation may be issued.

(2) Failure to move the motor vehicle in violation from streets, alleys, or City owned or operated property within two (2) hours after the issuance of a citation shall subject the motor vehicle to immobilization and/or impoundment as provided under this chapter.

(3) If it is determined that continued parking of the oversized motor vehicle creates an unsafe condition or is hazardous to the safety of the community, the Police Department may have the vehicle towed in accordance with Section 34-57 of this chapter.

(j) *Commercial /Industrial vehicle restrictions*.

(1) It shall be unlawful for any owner, agent, operator or person in charge of any commercial vehicle, industrial vehicle, or semitrailer, to park, stop, store or keep same on any public street, avenue, alley or other thoroughfare, or any right-of-way therewith, within any residential district in the city for a period exceeding one hour in any 24-hour period, each such period commencing at the time of the first stopping in the city.

(2) It shall be unlawful for any owner or lessee of real property in any residential district in the city to park on, cause to be parked on, or allow to be parked on his residential property, any commercial vehicle identified in the definition for commercial vehicle of this section, subsections (a) and (b), industrial vehicle, or semitrailer for the period exceeding one hour in any 24-hour period, unless same is in an enclosed garage. Each such period shall commence at the time of first stopping or parking. This restriction shall also apply to the owner, agent, operator, or person in charge of any such vehicle in the event said person is not the owner or lessee of said real property.

(3) The restrictions of this section shall not apply to the temporary parking of such vehicles on private property in residential districts whereon construction is underway, for which a current and valid building permit has been issued by the city, and said permit is properly displayed on the premises or any excavation or construction site whereon construction, clearing, removal of debris or other building and/or excavation activities are either currently under way or will commence within the next 24 hours. Industrial equipment used in lot clearing, tree trimming or removal, lawncare and related services, is also included, although a specific building permit may not be required; and, nothing in this section is intended to require a building permit where not otherwise required.

(4) The restrictions of this section of one hour parking limit in residential districts shall not apply to routine deliveries by tradesmen, or the use of trucks in making service calls, provided that such time in excess of one hour is actually in the course of business deliveries or servicing as the case may be.

(5) The restrictions of this section shall not apply to a situation where such vehicle becomes disabled, and as a result of such emergency is required to be parked within a residential district for longer than one hour. However, any such vehicle shall be removed from the residential district within 24 hours, by wrecker towing if necessary, regardless of the nature of the emergency.

(k) *Parking for certain purposes.* It is unlawful for any person to park any vehicle upon any City owned or operated lot, garage, street or other property for the primary purpose of:

(1) Displaying such vehicle for sale.

(2) Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.

(3) Displaying advertising in accordance with Section 117-5 – Prohibited signs or sign characteristics.

(4) Selling food or merchandise from such vehicle except in a duly established special event, or when so authorized under the ordinances of the City in accordance with Section 22-361.

(l) *Parking on Right of Way.* It is unlawful to park in or on any right-of-way owned or maintained by the City, County or State except in designated parking spaces or parking lanes. For the purposes of this section, the term "right-of-way" shall have the definition provided in Section 32-8.

(m) *Parking to block stop signs.* No person shall stop, stand, or park a vehicle, with the exception to momentarily allow a person to enter or exit the vehicle, within fifteen (15) feet of a stop sign or stop bar.

(n) *Parking in opposing traffic lane.* No person shall stop, stand, or park a vehicle by means of crossing oncoming traffic and park so as to face opposing traffic flow. When parking in an angled parking space, the vehicle must be parked with the flow of traffic. Backing into an angled parking space is prohibited.

(o) *Parking in fire lanes*. No person shall stop, stand, or park a vehicle, with the exception of allowing a disabled person to enter or exit the vehicle, in a fire lane located on any property within the city. Violation of this subsection is a Level II violation.

(p) *Parking in spaces for persons with disabilities*. No person shall stop, stand, or park a vehicle within, or to obstruct, any space designated and marked as a disabled person parking space unless the vehicle displays a disabled parking permit issued under Section 316.1958 or Section 320.0848, Florida Statutes or a license plate issued under Sections 320.084, 320.0842, 320.0843, or 320.0845, Florida Statutes, and the vehicle is transporting the person to whom the displayed permit is issued. Violation of this subsection is a Level III violation.

(q) *Violations of Chapter 316, Florida Statutes*. Supplemental to the provisions of this chapter, the City hereby adopts provisions relating to parking, traffic control, enforcement and penalties as outlined in Chapter 316, Florida Statutes.

(r) *Exemptions*. The prohibitions stated in this section shall not apply to City, County, State and/or utility worker vehicles while parked in conjunction with discharging their official duties.

Section 34-32. Freight, loading and unloading spaces restricted.

(a) Spaces designated "loading zones" shall be restricted to commercial vehicles as defined in this section and other vehicles properly displaying a business parking permit and while actively engaged in the loading and unloading of materials or in cases of emergency.

(b) No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a loading zone. In no case shall the stop for loading and unloading exceed thirty (30) minutes.

(c) For any continuous parking in the same space, a violation will be deemed to have occurred for each interval of time designated that the vehicle remains in that space.

Section 34-33. Continuous parking.

(a) It is unlawful for any person to permit a vehicle to remain in any parking space for more than twenty-four (24) hours in any non-residential zone, unless displaying a valid permit credential.

(b) It is unlawful for any person to permit a vehicle to remain in any parking space for more than (4) hours after a citation has been issued for violation of subsection (a) of this section.

(c) For any continuous parking in the same parking space, no more than one (1) offense under subsection (a) of this section and one (1) offense under subsection (b) of this section shall be deemed to have occurred on any one (1) date. In the case of any continuous parking in violation of subsection (a) or subsection (b) hereof covering parts of two (2) or more dates, one (1) offense under subsection (b) shall be deemed to have occurred on each of such dates.

Section 34-34. Electric vehicle charging station parking.

(a) No person shall park any vehicle in any parking space located in any City owned or operated parking garage or parking lot which is clearly marked as being reserved for the use of an electric vehicle charging station located within said parking garage or lot, unless such vehicle is using the electric vehicle charging station.

(b) It is unlawful for any person to permit a vehicle to remain in a parking space reserved for the charging of electric vehicles for more than four (4) hours.

Section 34-35. Special Events.

(a) When roads, City owned or maintained parking lots, parks or other City property are leased to a private party for a special event, consistent with Chapter 28, Article IV – Special Events, it is unlawful for a person to park any vehicle within the designated area without express permission from the event permit holder.

(b) It is unlawful for any person to permit a vehicle to remain in the leased special event area for more than two (2) hours after a citation has been issued for violation of subsection (a) of this section. If a vehicle remains parked after two (2) hours, the Police Department may have the vehicle towed in accordance with Section 34-57 of this chapter.

Section 34-36. Non-motorized vehicle parking prohibited.

Unless otherwise authorized in this Code, it shall be unlawful to park any non-motorized vehicle upon any street, alley, parking lot or City owned or operated property, for longer than twenty-four (24) consecutive hours. Failure to move the non-motorized vehicle in violation from streets, alleys, parking lot or city owned or operated property within two (2) hours after the issuance of a ticket shall subject the non-motorized vehicle to immobilization and/or impoundment as provided under this chapter.

Section 34-37 – 34-40. - Reserved

DIVISION 4. PERMITS, PERMIT REGULATIONS

Section 34-41. On-Street parking permits.

(a) The City Manager or his or her designee may grant and issue, renew, deny, or revoke on-street parking permits that, when properly displayed, will allow parking in a restricted parking space. Fees shall be assessed for an on-street parking permit. Requests for on-street parking permits shall be made in writing to the City.

Section 34-42. Business parking permits.

(a) Businesses may request a business parking permit for use of personal vehicles, used in the course of business, but that do not meet the definition of commercial vehicle as defined by this chapter, to allow parking within designated loading zones. Fees shall be assessed for a business parking permit. Requests for business parking permits shall be made in writing to the City.

(b) Business parking permits may be used only in loading zones in the downtown area of the City. Parking is restricted to the thirty-minute time limit as permitted by section 34-32(b) of this code.

(c) A business parking permit is valid only for the City fiscal year in which it was issued.

Section 34-43. Contractor parking permits.

(a) Contractors or business owners may request a temporary contractor parking permit to allow for the use of restricted parking spaces for the following:

(1) A vehicle which is actively used for construction, rehabilitation, or repair of a business located in the downtown area, wherein materials and tools must be readily accessible.

(2) Dumpsters that are required for the construction, rehabilitation, or repair of a business located in the downtown area.

(b) Specific conditions may be placed upon the permit holder based on time, location, safety concerns or other such conditions as are warranted. Failure to comply with such conditions may result in the permit being revoked.

(c) Requests shall be made to the City Manager or his/her designee and must include the time for which the permit will remain active. In no case will a contractor parking permit be issued for a time frame beyond that for which a building permit has been issued.

(d) Contractor parking permits shall be categorized as either "Limited", which provides for parking between the hours of 6:00 AM and 6:00 PM and is not space specific or "Unlimited", which provides for a specific space or spaces to be temporarily assigned to the permit holder.

Section 34-44. Marina parking permits.

(a) Marina tenants may request a marina parking permit for extended parking of personal vehicles. Fees shall be assessed for a marina parking permit. Requests for marina parking permits shall be made in writing to the City Marina.

(b) In addition to the rules provided in this section, all marina parking permit recipients must abide by the Fort Pierce City Marina Parking Rules and Regulations, as amended, which are available in the Marina Office.

(c) Unless located in the designated marina parking lot on the north side of the marina, vehicles may not be parked in one location for more than 10 days. Vehicles parked for more than 10 days must be located on the 3rd, 4th or 5th floor of the City Hall Parking Garage

(c) A marina parking permit expires upon the expiration or termination of permit holder's marina lease.

Section 34-45. Juror parking permits.

(a) The office of the Clerk of the Circuit Court for St. Lucie County is authorized to issue parking permits in accordance with this section

(b) Persons summoned for jury duty may be provided a temporary parking permit with the summons.

(1) Parking permits issued under this subsection (b) must be displayed on the dashboard if the vehicle is parked in a time-restricted parking space.

(2) Such parking permits are valid for one (1) day.

(c) Once selected to serve on a jury, all jury members may be provided a juror parking permit for parking throughout their time of service.

(1) Parking permits issued under this subsection (c) must be displayed on the dashboard if the vehicle is parked in a time-restricted parking space.

(2) Such parking permits are valid for up to seven (7) days and may be renewed as necessary.

Section 34-46. St. Lucie County Sheriff's Office parking permits.

(a) The St. Lucie County Sheriff's Office is authorized to issue parking permits to deputies assigned to the St. Lucie County Court House.

(b) Sheriff's Office parking permits are valid only in marked parking spaces located on the west side of Indian River Drive.

Section 34-47 – 34-50. – Reserved

DIVISION 5. PENALTIES AND ENFORCEMENT

Section 34-51. Issuance of parking citations; payment or contesting citations; penalties for parking violations; requesting a City review.

(a) A law enforcement officer, community service officer or parking enforcement officer who discovers a vehicle parked in violation of this chapter or other law may issue a

parking citation to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver it to the driver; or if the vehicle is unattended, attach such citation to the vehicle in a conspicuous place.

(b) The parking citation shall provide:

(1) The date and time of issuance.

(2) The name or identification number of the officer or parking enforcement officer who issued the citation.

(3) A description of the violation.

(4) The penalty amount.

(5) The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status.

(6) The vehicle information.

(7) Information on how and where the citation may be paid; and

(8) Information on how the citation may be contested.

(c) The driver or owner of the vehicle which was issued a citation shall elect to pay the citation as described on the citation or request a parking violation hearing as described in paragraph (h). Failure to pay a citation, or request a parking violation hearing, within the specified time shall result in the citation being in delinquent status.

(d) Unless otherwise specifically provided in this section, the violation of any provision of this chapter relating to parking shall be a Class I noncriminal civil infraction pursuant to Section 1-106 of the Code of Ordinances.

(e) A violation of Section 34-31(p), enforcement of parking in spaces for persons with disabilities, shall be a Class III violation. Any penalty collected for such a violation may be deposited in a separate account to be used to defray expenses for administration of this violation; and to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the City and to provide funds to conduct public awareness programs in the City concerning persons who have disabilities.

(f) A violation of Section 34-31(o), parking in fire lanes, shall be a Class II violation.

(g) Any penalty not paid to the City within thirty (30) days of the date of the violation, unless a parking violation hearing has been requested, shall result in an additional penalty, which amount shall be set by Resolution plus any associated administrative fees pursuant to Section 1-105.

(h) A person who wishes to contest a citation without being assessed additional penalties or costs for delinquency shall complete and submit a written request for a parking violation hearing which must be received by the City within fourteen (14) calendar days of the date of the violation. A request for a parking violation hearing shall be on the form prescribed by the City. Requests shall include a complete name and address of the person contesting the hearing, and a phone number and e-mail address. A copy of the individual's driver's license, a copy of the parking citation and a description of the dispute must be included with the request for a hearing.

(i) The Department of Community Response shall conduct a preliminary review off all parking citation appeals within seven (7) days of receipt of the written request. The determination may:

(1) Affirm the issuance of the citation and the matter will be scheduled to be heard by the Special Magistrate.

(2) Find the appeal valid and dismiss the citation.

(3) Allow for a reduction in the penalty.

(j) Upon an affirmance under subsection (i)(1) or confirmation that the citation has not been paid, a notice of hearing will be issued. The City shall send a Notice of Hearing which states:

(1) The date, time, and location of the parking violation hearing.

(2) That a person who elects to contest the citation may be assessed a penalty of up to $500.00 if found in violation after a hearing by the Special Magistrate.

(3) That a person who elects to contest a violation and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty of up to $500.00, unless otherwise authorized or prohibited by law.

(4) That unpaid citations will be in delinquent status may be transferred to St. Lucie County Court.

(5) That vehicles bearing license plates which are identified as belonging to owners who have citations in delinquent status are subject to immobilization or impoundment as provided in this chapter.

(k) The Notice of Hearing shall be sent by certified mail to the address provided by the Florida Department of Transportation or to the person making the request for a parking violation hearing at the physical address, with a copy sent to the e-mail address provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(l) A person who requests a parking violation hearing waives his or her right to pay the initial civil penalty amounts set forth in this chapter. The Special Magistrate, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed $500.00 unless otherwise authorized or prohibited by law, plus administrative costs.

Section 34-52. Cancellation or continuances of hearings; burden of proof; payment after hearing.

(a) A scheduled parking violation hearing will be cancelled if full payment of the pending violation(s) is made at least twenty-four (24) hours prior to the hearing date.

(b) Request for continuation of a scheduled parking violation hearing shall comply with the procedures outlined in the Special Magistrate Rules of Procedure, as may be amended.

(c) A finding of violation requires all penalties and costs to be paid within fourteen (14) calendar days unless additional time is granted by the Special Magistrate or the City.

(d) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the citation being transferred County Court for further proceedings.

Section 34-53. Additional penalties and enforcement to include immobilization and impoundment.

(a) The City of Fort Pierce is authorized to attach a device that is capable of immobilizing a vehicle as described in this chapter when:

(1) It is determined that the license plate number attached to a vehicle, or the owner of a vehicle owes one hundred fifty dollars ($150.00) or more to the City as a result of delinquent parking citations and related administration and late fees.

(2) A violation of section 34-36 exists, relating to non-motorized vehicles.

(3) A violation of section 34-31(i) exists, relating to motor vehicles of eighty-six (86) inches or more in overall width.

(b) In order to ensure the safety of the vehicle, an immobilized vehicle shall be impounded if the reason for the immobilization has not been resolved and the immobilization device has not been removed within twenty-four (24) hours of the immobilization.

Section 34-54. Immobilization of vehicles.

(a) Immobilization referred to in this chapter shall be by an immobilization device attached to the vehicle at the place where it is found, except that no vehicle shall be

immobilized on private property or within the traveled portion of any street or on any portion of a street when immobilization at such place would create a hazard to the public or to the traffic.

(b) At the same time as the immobilizing device is attached to the vehicle, a warning notice shall be affixed to the windshield or other prominent place on the vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the vehicle while the immobilizing device is still attached and informing the operator that the vehicle is under immobilization, the reason for the immobilization, and where the proper person must go in order to arrange for the removal of the immobilization device or to request a post-immobilization hearing. Immobilization fees, including the administration fees for removal of the immobilization device, shall be paid to the City.

(c) A person with standing who wishes to request a post-immobilization hearing in front of a hearing officer shall follow the procedure set out under Section 34-51 of this chapter.

Section 34-55. Removal of immobilizing device unlawful.

It is unlawful for any person to attempt or to remove, damage, destroy or tamper with an immobilizing device affixed to a vehicle by the City. A violation of this section shall be a Class III infraction in accordance with City Code Section 1-106. Release of an immobilized vehicle will take place in accordance with section 34-56.

Section 34-56. Establishment of post-immobilization hearings.

(a) Any person wishing to challenge the immobilization of a vehicle pursuant to this chapter shall be entitled to a post-immobilization hearing before a Special Magistrate. Post-immobilization hearings shall be handled on the same date and time as parking violation hearings. A person who wishes to contest an immobilization without being assessed additional penalties or costs for impoundment shall post a bond for the entire amount in dispute and complete and submit a written request for post-immobilization hearing which must be received by the City within two (2) business days of the date of the immobilization. A request for a post-immobilization hearing shall be on the form provided by the City. Requests shall include a complete name and address of the person requesting a hearing, a phone number, e-mail address and a copy of the requestor's driver's license and vehicle registration. A description of the dispute must be included with the request for a hearing. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing

(b) Within one (1) business day following receipt of the request for post-immobilization hearing, the Department of Community Response shall conduct a preliminary review of the immobilization appeal. The determination may:
   a. Affirm the immobilization and the matter will be scheduled to be heard by the Special Magistrate.
   b. Find the appeal valid and allow the release of the immobilization device without penalty.

(c) Upon affirmance by the Department of Community Response, the City shall send a notice of hearing which states:

   (1) The date, time, and location of the post-immobilization hearing.

   (2) That a person who elects to contest the immobilization waives his or her right to pay the initial amount of the ticket due at the time of the immobilization unless a bond was posted.

   (3) That additional penalties and costs for the impoundment of the vehicle will continue to accrue until a hearing is held and a determination is made as to whether the vehicle was immobilized in accordance with chapter 34, Fort Pierce Code.

   (4) That a person who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and any bond will be forfeited to the City.

(d) The Notice of Hearing shall be sent by mail or e-mail to the person making the request for a post-immobilization hearing to the physical address or e-mail address provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address or e-mail address provided on a post-immobilization request constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(e) The Special Magistrate, after a hearing, shall make a determination as to whether an immobilization was done in accordance with this chapter. If the Special Magistrate determines that the immobilization was not done in accordance with the applicable ordinances, statutes and regulations, the aggrieved party shall be entitled to a reimbursement of any bond, fines, costs, or penalties paid related to the contested immobilization or if the vehicle is still impounded, the vehicle shall be immediately released with a waiver of all fines, costs, and penalties.

Section 34-57. Impoundment of vehicles.

(a) Impoundment referred to in this chapter shall be done in accordance with Section 713.78, Florida Statutes. A vehicle impounded under this chapter will be subject to all liens and terms described in Chapter 713, Florida Statutes, in addition to payment of other applicable penalties and costs.

(b) The City of Fort Pierce is authorized to remove a vehicle from streets, City owned or operated off-street lots, parking structures, parks, beach and recreation areas, and other property within the City limits and to cause the same to be impounded in the nearest garage or other place of safety, or in a garage designated or maintained by the police department or otherwise maintained by the City, if any of the following occurs:

(1) When any vehicle shall be parked in front of or so as to block entrances or driveways into public or private property.

(2) When any vehicle is left unattended and parked upon a street and is so parked illegally as to constitute a hazard or obstruction to the normal movement of traffic.

(3) When any vehicle is left unattended and parked for an excessive period of time and in violation of any ordinance of the City or regulation limiting the time for parking of vehicles.

(4) When a vehicle is so disabled as to constitute an obstruction to traffic or a hazard to persons or property and the persons in charge of the vehicle are by reason of physical injury or condition incapacitated to such an extent as to be unable to provide for its custody or removal.

(5) When a vehicle is considered inoperable or abandoned due to expired registration or other condition that prevents the vehicle from being removed by the registered owner.

(6) As authorized under section 34-53(b), related to unresolved immobilization of vehicles.

Section 34-58. Release of immobilized or impounded vehicle.

(a) An immobilized vehicle under this chapter may be released by the City upon: payment of all parking fines, costs, and immobilization fees; a City review and determination to release the immobilization device without penalty; or upon a Special Magistrate finding in favor of the person challenging the immobilization.

(b) A vehicle impounded under this chapter may be released upon: payment of all parking penalties, costs, towing, storage, and administrative fees in accordance with F.S. § 713.78; or upon the posting of a cash or surety bond totaling all applicable amounts owed until the disposition of any hearing held in accordance with section F.S. § 713.78. A person who posts a bond under this section and fails to file a complaint within the time required under F.S. § 713.78 shall have waived his or her right to a hearing and the total amount of the posted bond shall be forfeited to the city.

Section 34-59. Disposition of unrecovered impounded vehicles.

Vehicles impounded under this chapter which are not recovered may be disposed of in accordance with F.S. § 713.78.

Section 34-60 – 34-62. – Reserved

SECTION 4. All ordinances of parts of ordinances in conflict herewith are andthe 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 hereof.

SECTION 6. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 22-009 was duly advertised by title only in the St. Lucie News Tribune on February 22, 2022 and February 20, 2022; copy of said Ordinance was made available at the Officeof 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 February 22, 2022; and was duly introduced, read by title only, and passed on second and final reading on March 7, 2022, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 7th day of March 2022.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

ORDINANCE NO. 22-036

SECTION 1. Chapter 34, Article I – In General is hereby amended so that the same shall read thereinafter as follows:

Secs. 34-9—34-15. – Reserved.

SECTION 2. Chapter 34, Article II – Stopping, Standing and Parking, Sections 34-35 through 34-62 are hereby deleted in their entirety:

SECTION 3. Chapter 34, Article II – Stopping, Standing and Parking is hereby amended so that the same shall read thereinafter as follows:

ARTICLE II. Parking

DIVISION 1. GENERAL PROVISIONS; ADMINISTRATIVE AUTHORITY; DEFINITIONS

Section 34-16. Title.

This chapter shall be known and may be cited as the "City of Fort Pierce Parking Ordinance."

Section 34-17. Applicability.

The provisions of this chapter shall apply throughout the corporate limits of the City and to the use of parking-related property owned or operated by the City.

Section 34-18. Definitions.

For the purpose of this chapter, certain abbreviations, terms, phrases, words, and their derivatives shall have the following meanings:

Calendar days mean and include Saturdays, Sundays, and legal holidays. Thus, in computing any period of time prescribed or allowed by this chapter, the day of the act, event, or default from which the designated period of time begins to run shall not be included; however, the last day of the period so computed shall be included, even if it is a Saturday, Sunday or legal holiday, any provision of this Code to the contrary notwithstanding.

Citation means a parking ticket issued for a violation of the Code as described in this chapter.

Commercial parking permit shall mean an identification credential affixed to a vehicle issued to a business by the City in accordance with the provisions of this section.

Commercial vehicle means:

(a) A vehicle designed, used or maintained primarily for the transportation of property, with a gross vehicle weight of 10,000 pounds or more; or

(b) Any bus, van, or truck with either a gross vehicle weight in excess of 10,000 pounds, or which is designed, used or maintained primarily for the transportation of unrelated persons for hire; or

(c) Any vehicle used in connection with any commercial enterprise that is identified by permanent or removable markings on both sides of the exterior of the vehicle, in letters not less than three (3) inches high, of the name of the company operating such vehicle.

Contractor parking permit shall mean an identification credential affixed to a vehicle issued to a contractor on a temporary basis by the City in accordance with the provisions of this section.

Delinquent status means a citation where payment is past due and includes citations that have not been paid, or for which a request for a parking violation hearing has not been made. A citation which has been found to be in violation after a hearing shall be in delinquent status if not paid within the time set. A violation set for a parking violation hearing which results in default shall immediately be in delinquent status. A citation will remain in delinquent status until paid in full, unless dismissed or found not to be a violation.

Hearing officer means the code enforcement special magistrate assigned to hear parking violation hearings and challenges to parking citation violations and immobilization of vehicles in accordance with the provisions of this chapter.

Industrial equipment means farm tractors, implements, bulldozers, draglines, cranes, derricks, heavy earthmoving equipment normally used in farming excavation and/or heavy construction activities.

Non-motorized vehicle means any vehicle which does not have an attached source of mechanical energy such as an engine in order to make it move, but has to be attached, drawn, pushed, or pulled in order for it to be moved. Non-motorized vehicles include, but are not limited to, utility trailers, travel trailers, watercraft, boats, and watercraft or boat trailers.

Owner means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise as defined under F.S. § 320.01, as of the date of the violation. The owner of a vehicle bearing a license plate that has been issued a citation shall be liable for payment of all penalties and costs.

Park or *parking* means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in loading or unloading merchandise or passengers.

Parking enforcement officer means a designated person who has successfully completed a parking enforcement officer training program established and approved by the Florida Criminal Justice Standards and Training Commission.

Parking violation hearing means a hearing by a hearing officer in which a driver or owner of a vehicle bearing a license plate that has been issued a citation, may contest the issuance of the citation. Parking violation hearings shall provide the opportunity for testimony and evidence to be presented and the rules of evidence shall be liberally construed to allow for the presentation of testimony and evidence. Parking violation hearings shall also be used by a person with standing to challenge the immobilization of a vehicle in a post-immobilization hearing.

Semitrailer means a semitrailer which is used or designed primarily for carrying commercial loads.

Stand or *standing* means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in receiving or discharging passengers.

Stop or stopping, when prohibited, means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or to comply with the direction of a law enforcement officer or traffic-control sign or signal.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon any public street within the City, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Section 34-19. Administrative authority.

The provisions of this chapter shall be enforced by the City Manager or his or her designee.

Section 34-20. Authority to issue citations for parking tickets.

Parking enforcement officers, police officers and community service officers are authorized to issue parking tickets for violations of this chapter.

Section 34-21 – 34-25. – Reserved.

DIVISION 2. FEE AUTHORITY AND TYPES

Section 34-26. Fees—City Commission to establish.

The City Commission shall have the authority to set fees by resolution.

Section 34-27. Same—Types enumerated.

Fees may be charged for the following:

(1) Temporary Contractor Parking permits.

(2) Business Parking permits (for use in loading zones only).

(3) Marina Parking permits.

(4) Late payments.

(5) Immobilization and impoundment of vehicles as provided for in this chapter.

Section 34-28 – 34-30. – Reserved.

DIVISION 3. GENERAL PARKING REGULATIONS

Section 34-31. Parking in City lots, garages, public streets, and other property.

(a) *Improper Parking.* Any vehicle stopped, standing, or parked in a single parking space on any City owned or operated parking lot, garage, public street, or other property shall be parked within the lines marked for such single parking space. It is unlawful to stop, stand or park any vehicle across any such line or mark or to park such vehicle in any such way that the same shall not be within the area so designated by such lines or markings for that single parking space.

(b) *Height Restrictions.* No vehicle shall enter a parking garage which exceeds the height restriction posted on the clearance bar at the entrance of each garage.

(c) *Restricted Parking.* It is unlawful for an operator of a vehicle to stop, stand or park such vehicle in a space not designated or designed for its size.

(d) *Parking Time Limited.* When signs are erected giving notice of time limits, no person shall park a vehicle in any parking space and/or zone for a continuous period of time longer than that period of time designated by such signs. In order to enforce this provision no person shall roll the tires of a vehicle in an attempt to circumvent time restrictions enforcement prior to removing the vehicle from the parking space.

(e) *Parking prohibited/limited*. When signs are erected or pavement markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets, parking lots, sidewalks, sidewalk areas or other places so designated in a manner inconsistent with the provided signage or pavement markings.

(f) *Required distance from driveways.* It is unlawful for any person to stop, stand or park a vehicle, whether occupied or not, within ten (10) feet from the edge of a public or private driveway. It is unlawful for any person to stop, stand or park a vehicle across the street from a driveway if the street width is twenty-five (25) feet or less.

(g) *Minimum street clearance.* It is unlawful for any operator to stop, stand or park any vehicle upon a street, in a traffic lane, any alley or other city owned or operated property in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the traffic lane or roadway for free movement of vehicular traffic, except that an operator may stop only during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or directions from a police officer or community service officer. Where streets are not completely paved or curbs provided, the parking of a car shall not usurp more than 12 inches of the paved portion of the street.

(h) *Alleys*. No person shall stop, stand, or park a vehicle within an alley in a business district, except for the expeditious loading or unloading of materials, and in no event for a period of more than 20 minutes. No person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.

(i) *Oversized vehicle restrictions.* No motor vehicle, as defined by Florida Statues as may be amended, of eighty-six (86) inches or more in overall width (not including mirrors) shall be parked on any street, alley, or city owned or operated property, other than for loading and unloading, if parked adjacent to property designated by Chapter 125 of this Code as a residential zoning district.

(1) A written warning will be provided prior to the issuance of a citation. After twelve (12) hours, if the motor vehicle is parked in any prohibited location, a citation may be issued.

(2) Failure to move the motor vehicle in violation from streets, alleys, or City owned or operated property within two (2) hours after the issuance of a citation shall subject the motor vehicle to immobilization and/or impoundment as provided under this chapter.

(3) If it is determined that continued parking of the oversized motor vehicle creates an unsafe condition or is hazardous to the safety of the community, the Police Department may have the vehicle towed in accordance with Section 34-57 of this chapter.

(j) *Commercial /Industrial vehicle restrictions*.

(1) It shall be unlawful for any owner, agent, operator or person in charge of any commercial vehicle, industrial vehicle, or semitrailer, to park, stop, store or keep same on any public street, avenue, alley or other thoroughfare, or any right-of-way therewith, within any residential district in the city for a period exceeding one hour in any 24-hour period, each such period commencing at the time of the first stopping in the city.

(2) It shall be unlawful for any owner or lessee of real property in any residential district in the city to park on, cause to be parked on, or allow to be parked on his residential property, any commercial vehicle identified in the definition for commercial vehicle of this section, subsections (a) and (b), industrial vehicle, or semitrailer for the period exceeding one hour in any 24-hour period, unless same is in an enclosed garage. Each such period shall commence at the time of first stopping or parking. This restriction shall also apply to the owner, agent, operator, or person in charge of any such vehicle in the event said person is not the owner or lessee of said real property.

(3) The restrictions of this section shall not apply to the temporary parking of such vehicles on private property in residential districts whereon construction is underway, for which a current and valid building permit has been issued by the city, and said permit is properly displayed on the premises or any excavation or construction site whereon construction, clearing, removal of debris or other building and/or excavation activities are either currently under way or will commence within the next 24 hours. Industrial equipment used in lot clearing, tree trimming or removal, lawncare and related services, is also included, although a specific building permit may not be required; and, nothing in this section is intended to require a building permit where not otherwise required.

(4) The restrictions of this section of one hour parking limit in residential districts shall not apply to routine deliveries by tradesmen, or the use of trucks in making service calls, provided that such time in excess of one hour is actually in the course of business deliveries or servicing as the case may be.

(5) The restrictions of this section shall not apply to a situation where such vehicle becomes disabled, and as a result of such emergency is required to be parked within a residential district for longer than one hour. However, any such vehicle shall be removed from the residential district within 24 hours, by wrecker towing if necessary, regardless of the nature of the emergency.

(k) *Parking for certain purposes.* It is unlawful for any person to park any vehicle upon any City owned or operated lot, garage, street or other property for the primary purpose of:

(1) Displaying such vehicle for sale.

(2) Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.

(3) Displaying advertising in accordance with Section 117-5 – Prohibited signs or sign characteristics.

(4) Selling food or merchandise from such vehicle except in a duly established special event, or when so authorized under the ordinances of the City in accordance with Section 22-361.

(l) *Parking on Right of Way.* It is unlawful to park in or on any right-of-way owned or maintained by the City, County or State except in designated parking spaces or parking lanes. For the purposes of this section, the term "right-of-way" shall have the definition provided in Section 32-8.

(m) *Parking to block stop signs.* No person shall stop, stand, or park a vehicle, with the exception to momentarily allow a person to enter or exit the vehicle, within fifteen (15) feet of a stop sign or stop bar.

(n) *Parking in opposing traffic lane.* No person shall stop, stand, or park a vehicle by means of crossing oncoming traffic and park so as to face opposing traffic flow. When parking in an angled parking space, the vehicle must be parked with the flow of traffic. Backing into an angled parking space is prohibited.

(o) *Parking in fire lanes*. No person shall stop, stand, or park a vehicle, with the exception of allowing a disabled person to enter or exit the vehicle, in a fire lane located on any property within the city. Violation of this subsection is a Level II violation.

(p) *Parking in spaces for persons with disabilities*. No person shall stop, stand, or park a vehicle within, or to obstruct, any space designated and marked as a disabled person parking space unless the vehicle displays a disabled parking permit issued under Section 316.1958 or Section 320.0848, Florida Statutes or a license plate issued under Sections 320.084, 320.0842, 320.0843, or 320.0845, Florida Statutes, and the vehicle is transporting the person to whom the displayed permit is issued. Violation of this subsection is a Level III violation.

(q) *Violations of Chapter 316, Florida Statutes*. Supplemental to the provisions of this chapter, the City hereby adopts provisions relating to parking, traffic control, enforcement and penalties as outlined in Chapter 316, Florida Statutes.

(r) *Exemptions*. The prohibitions stated in this section shall not apply to City, County, State and/or utility worker vehicles while parked in conjunction with discharging their official duties.

Section 34-32. Freight, loading and unloading spaces restricted.

(a) Spaces designated "loading zones" shall be restricted to commercial vehicles as defined in this section and other vehicles properly displaying a business parking permit and while actively engaged in the loading and unloading of materials or in cases of emergency.

(b) No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a loading zone. In no case shall the stop for loading and unloading exceed thirty (30) minutes.

(c) For any continuous parking in the same space, a violation will be deemed to have occurred for each interval of time designated that the vehicle remains in that space.

Section 34-33. Continuous parking.

(a) It is unlawful for any person to permit a vehicle to remain in any parking space for more than twenty-four (24) hours in any non-residential zone, unless displaying a valid permit credential.

(b) It is unlawful for any person to permit a vehicle to remain in any parking space for more than (4) hours after a citation has been issued for violation of subsection (a) of this section.

(c) For any continuous parking in the same parking space, no more than one (1) offense under subsection (a) of this section and one (1) offense under subsection (b) of this section shall be deemed to have occurred on any one (1) date. In the case of any continuous parking in violation of subsection (a) or subsection (b) hereof covering parts of two (2) or more dates, one (1) offense under subsection (b) shall be deemed to have occurred on each of such dates.

Section 34-34. Electric vehicle charging station parking.

(a) No person shall park any vehicle in any parking space located in any City owned or operated parking garage or parking lot which is clearly marked as being reserved for

the use of an electric vehicle charging station located within said parking garage or lot, unless such vehicle is using the electric vehicle charging station.

(b) It is unlawful for any person to permit a vehicle to remain in a parking space reserved for the charging of electric vehicles for more than four (4) hours.

Section 34-35. Special Events.

(a) When roads, City owned or maintained parking lots, parks or other City property are leased to a private party for a special event, consistent with Chapter 28, Article IV – Special Events, it is unlawful for a person to park any vehicle within the designated area without express permission from the event permit holder.

(b) It is unlawful for any person to permit a vehicle to remain in the leased special event area for more than two (2) hours after a citation has been issued for violation of subsection (a) of this section. If a vehicle remains parked after two (2) hours, the Police Department may have the vehicle towed in accordance with Section 34-57 of this chapter.

Section 34-36. Non-motorized vehicle parking prohibited.

Unless otherwise authorized in this Code, it shall be unlawful to park any non-motorized vehicle upon any street, alley, parking lot or City owned or operated property, for longer than twenty-four (24) consecutive hours. Failure to move the non-motorized vehicle in violation from streets, alleys, parking lot or city owned or operated property within two (2) hours after the issuance of a ticket shall subject the non-motorized vehicle to immobilization and/or impoundment as provided under this chapter.

Section 34-37 – 34-40. - Reserved

DIVISION 4. PERMITS, PERMIT REGULATIONS

Section 34-41. On-Street parking permits.

(a) The City Manager or his or her designee may grant and issue, renew, deny, or revoke on-street parking permits that, when properly displayed, will allow parking in a restricted parking space. Fees shall be assessed for an on-street parking permit. Requests for on-street parking permits shall be made in writing to the City.

Section 34-42. Business parking permits.

(a) Businesses may request a business parking permit for use of personal vehicles, used in the course of business, but that do not meet the definition of commercial vehicle as defined by this chapter, to allow parking within designated loading zones. Fees shall be assessed for a business parking permit. Requests for business parking permits shall be made in writing to the City.

(b) Business parking permits may be used only in loading zones in the downtown area of the City. Parking is restricted to the thirty-minute time limit as permitted by section 34-32(b) of this code.

(c) A business parking permit is valid only for the City fiscal year in which it was issued.

Section 34-43. Contractor parking permits.

(a) Contractors or business owners may request a temporary contractor parking permit to allow for the use of restricted parking spaces for the following:

(1) A vehicle which is actively used for construction, rehabilitation, or repair of a business located in the downtown area, wherein materials and tools must be readily accessible.

(2) Dumpsters that are required for the construction, rehabilitation, or repair of a business located in the downtown area.

(b) Specific conditions may be placed upon the permit holder based on time, location, safety concerns or other such conditions as are warranted. Failure to comply with such conditions may result in the permit being revoked.

(c) Requests shall be made to the City Manager or his/her designee and must include the time for which the permit will remain active. In no case will a contractor parking permit be issued for a time frame beyond that for which a building permit has been issued.

(d) Contractor parking permits shall be categorized as either "Limited", which provides for parking between the hours of 6:00 AM and 6:00 PM and is not space specific or "Unlimited", which provides for a specific space or spaces to be temporarily assigned to the permit holder.

Section 34-44. Marina parking permits.

(a) Marina tenants may request a marina parking permit for extended parking of personal vehicles. Fees shall be assessed for a marina parking permit. Requests for marina parking permits shall be made in writing to the City Marina.

(b) In addition to the rules provided in this section, all marina parking permit recipients must abide by the Fort Pierce City Marina Parking Rules and Regulations, as amended, which are available in the Marina Office.

(c) Unless located in the designated marina parking lot on the north side of the marina, vehicles may not be parked in one location for more than 10 days. Vehicles parked for more than 10 days must be located on the 3rd, 4th or 5th floor of the City Hall Parking Garage.

(c) A marina parking permit expires upon the expiration or termination of permit holder's marina lease.

Section 34-45. Juror parking permits.

(a) The office of the Clerk of the Circuit Court for St. Lucie County is authorized to issue parking permits in accordance with this section

(b) Persons summoned for jury duty may be provided a temporary parking permit with the summons.

(1) Parking permits issued under this subsection (b) must be displayed on the dashboard if the vehicle is parked in a time-restricted parking space.

(2) Such parking permits are valid for one (1) day.

(c) Once selected to serve on a jury, all jury members may be provided a juror parking permit for parking throughout their time of service.

(1) Parking permits issued under this subsection (c) must be displayed on the dashboard if the vehicle is parked in a time-restricted parking space.

(2) Such parking permits are valid for up to seven (7) days and may be renewed as necessary.

Section 34-46. St. Lucie County Sheriff's Office parking permits.

(a) The St. Lucie County Sheriff's Office is authorized to issue parking permits to deputies assigned to the St. Lucie County Court House.

(b) Sheriff's Office parking permits are valid only in marked parking spaces located on the west side of Indian River Drive.

Section 34-47 – 34-50. – Reserved

DIVISION 5. PENALTIES AND ENFORCEMENT

Section 34-51. Issuance of parking citations; payment or contesting citations; penalties for parking violations; requesting a City review.

(a) A law enforcement officer, community service officer or parking enforcement officer who discovers a vehicle parked in violation of this chapter or other law may issue a parking citation to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can

be identified and deliver it to the driver; or if the vehicle is unattended, attach such citation to the vehicle in a conspicuous place.

(b) The parking citation shall provide:

(1) The date and time of issuance.

(2) The name or identification number of the officer or parking enforcement officer who issued the citation.

(3) A description of the violation.

(4) The penalty amount.

(5) The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status.

(6) The vehicle information.

(7) Information on how and where the citation may be paid; and

(8) Information on how the citation may be contested.

(c) The driver or owner of the vehicle which was issued a citation shall elect to pay the citation as described on the citation or request a parking violation hearing as described in paragraph (h). Failure to pay a citation, or request a parking violation hearing, within the specified time shall result in the citation being in delinquent status.

(d) Unless otherwise specifically provided in this section, the violation of any provision of this chapter relating to parking shall be a Class I noncriminal civil infraction pursuant to Section 1-106 of the Code of Ordinances.

(e) A violation of Section 34-31(p), enforcement of parking in spaces for persons with disabilities, shall be a Class III violation. Any penalty collected for such a violation may be deposited in a separate account to be used to defray expenses for administration of this violation; and to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the City and to provide funds to conduct public awareness programs in the City concerning persons who have disabilities.

(f) A violation of Section 34-31(o), parking in fire lanes, shall be a Class II violation.

(g) Any penalty not paid to the City within thirty (30) days of the date of the violation, unless a parking violation hearing has been requested, shall result in an additional penalty, which amount shall be set by Resolution plus any associated administrative fees pursuant to Section 1-105.

(h) A person who wishes to contest a citation without being assessed additional penalties or costs for delinquency shall complete and submit a written request for a parking violation hearing which must be received by the City within fourteen (14) calendar days of the date of the violation. A request for a parking violation hearing shall be on the form prescribed by the City. Requests shall include a complete name and address of the person contesting the hearing, and a phone number and e-mail address. A copy of the individual's driver's license, a copy of the parking citation and a description of the dispute must be included with the request for a hearing.

(i) The Department of Community Response shall conduct a preliminary review off all parking citation appeals within seven (7) days of receipt of the written request. The determination may:

(1) Affirm the issuance of the citation and the matter will be scheduled to be heard by the Special Magistrate.

(2) Find the appeal valid and dismiss the citation.

(3) Allow for a reduction in the penalty.

(j) Upon an affirmance under subsection (i)(1) or confirmation that the citation has not been paid, a notice of hearing will be issued. The City shall send a Notice of Hearing which states:

(1) The date, time, and location of the parking violation hearing.

(2) That a person who elects to contest the citation may be assessed a penalty of up to $500.00 if found in violation after a hearing by the Special Magistrate.

(3) That a person who elects to contest a violation and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty of up to $500.00, unless otherwise authorized or prohibited by law.

(4) That unpaid citations will be in delinquent status may be transferred to St. Lucie County Court.

(5) That vehicles bearing license plates which are identified as belonging to owners who have citations in delinquent status are subject to immobilization or impoundment as provided in this chapter.

(k) The Notice of Hearing shall be sent by certified mail to the address provided by the Florida Department of Transportation or to the person making the request for a parking violation hearing at the physical address, with a copy sent to the e-mail address provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(l) A person who requests a parking violation hearing waives his or her right to pay the initial civil penalty amounts set forth in this chapter. The Special Magistrate, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed $500.00 unless otherwise authorized or prohibited by law, plus administrative costs.

Section 34-52. Cancellation or continuances of hearings; burden of proof; payment after hearing.

(a) A scheduled parking violation hearing will be cancelled if full payment of the pending violation(s) is made at least twenty-four (24) hours prior to the hearing date.

(b) Request for continuation of a scheduled parking violation hearing shall comply with the procedures outlined in the Special Magistrate Rules of Procedure, as may be amended.

(c) A finding of violation requires all penalties and costs to be paid within fourteen (14) calendar days unless additional time is granted by the Special Magistrate or the City.

(d) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the citation being transferred County Court for further proceedings.

Section 34-53. Additional penalties and enforcement to include immobilization and impoundment.

(a) The City of Fort Pierce is authorized to attach a device that is capable of immobilizing a vehicle as described in this chapter when:

(1) It is determined that the license plate number attached to a vehicle, or the owner of a vehicle owes one hundred fifty dollars ($150.00) or more to the City as a result of delinquent parking citations and related administration and late fees.

(2) A violation of section 34-36 exists, relating to non-motorized vehicles.

(3) A violation of section 34-31(i) exists, relating to motor vehicles of eighty-six (86) inches or more in overall width.

(b) In order to ensure the safety of the vehicle, an immobilized vehicle shall be impounded if the reason for the immobilization has not been resolved and the immobilization device has not been removed within twenty-four (24) hours of the immobilization.

Section 34-54. Immobilization of vehicles.

(a) Immobilization referred to in this chapter shall be by an immobilization device attached to the vehicle at the place where it is found, except that no vehicle shall be immobilized on private property or within the traveled portion of any street or on any

portion of a street when immobilization at such place would create a hazard to the public or to the traffic.

(b) At the same time as the immobilizing device is attached to the vehicle, a warning notice shall be affixed to the windshield or other prominent place on the vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the vehicle while the immobilizing device is still attached and informing the operator that the vehicle is under immobilization, the reason for the immobilization, and where the proper person must go in order to arrange for the removal of the immobilization device or to request a post-immobilization hearing. Immobilization fees, including the administration fees for removal of the immobilization device, shall be paid to the City.

(c) A person with standing who wishes to request a post-immobilization hearing in front of a hearing officer shall follow the procedure set out under Section 34-51 of this chapter.

Section 34-55. Removal of immobilizing device unlawful.

It is unlawful for any person to attempt or to remove, damage, destroy or tamper with an immobilizing device affixed to a vehicle by the City. A violation of this section shall be a Class III infraction in accordance with City Code Section 1-106. Release of an immobilized vehicle will take place in accordance with section 34-56.

Section 34-56. Establishment of post-immobilization hearings.

(a) Any person wishing to challenge the immobilization of a vehicle pursuant to this chapter shall be entitled to a post-immobilization hearing before a Special Magistrate. Post-immobilization hearings shall be handled on the same date and time as parking violation hearings. A person who wishes to contest an immobilization without being assessed additional penalties or costs for impoundment shall post a bond for the entire amount in dispute and complete and submit a written request for post-immobilization hearing which must be received by the City within two (2) business days of the date of the immobilization. A request for a post-immobilization hearing shall be on the form provided by the City. Requests shall include a complete name and address of the person requesting a hearing, a phone number, e-mail address and a copy of the requestor's driver's license and vehicle registration. A description of the dispute must be included with the request for a hearing. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing

(b) Within one (1) business day following receipt of the request for post-immobilization hearing, the Department of Community Response shall conduct a preliminary review of the immobilization appeal. The determination may:
   a. Affirm the immobilization and the matter will be scheduled to be heard by the Special Magistrate.
   b. Find the appeal valid and allow the release of the immobilization device without penalty.

(c) Upon affirmance by the Department of Community Response, the City shall send a notice of hearing which states:

   (1) The date, time, and location of the post-immobilization hearing.

   (2) That a person who elects to contest the immobilization waives his or her right to pay the initial amount of the ticket due at the time of the immobilization unless a bond was posted.

   (3) That additional penalties and costs for the impoundment of the vehicle will continue to accrue until a hearing is held and a determination is made as to whether the vehicle was immobilized in accordance with chapter 34, Fort Pierce Code.

   (4) That a person who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and any bond will be forfeited to the City.

(d) The Notice of Hearing shall be sent by mail or e-mail to the person making the request for a post-immobilization hearing to the physical address or e-mail address provided

in the request. A certification by the City that the Notice of Hearing was mailed to the physical address or e-mail address provided on a post-immobilization request constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(e) The Special Magistrate, after a hearing, shall make a determination as to whether an immobilization was done in accordance with this chapter. If the Special Magistrate determines that the immobilization was not done in accordance with the applicable ordinances, statutes and regulations, the aggrieved party shall be entitled to a reimbursement of any bond, fines, costs, or penalties paid related to the contested immobilization or if the vehicle is still impounded, the vehicle shall be immediately released with a waiver of all fines, costs, and penalties.

Section 34-57. Impoundment of vehicles.

(a) Impoundment referred to in this chapter shall be done in accordance with Section 713.78, Florida Statutes. A vehicle impounded under this chapter will be subject to all liens and terms described in Chapter 713, Florida Statutes, in addition to payment of other applicable penalties and costs.

(b) The City of Fort Pierce is authorized to remove a vehicle from streets, City owned or operated off-street lots, parking structures, parks, beach and recreation areas, and other property within the City limits and to cause the same to be impounded in the nearest garage or other place of safety, or in a garage designated or maintained by the police department or otherwise maintained by the City, if any of the following occurs:

(1) When any vehicle shall be parked in front of or so as to block entrances or driveways into public or private property.

(2) When any vehicle is left unattended and parked upon a street and is so parked illegally as to constitute a hazard or obstruction to the normal movement of traffic.

(3) When any vehicle is left unattended and parked for an excessive period of time and in violation of any ordinance of the City or regulation limiting the time for parking of vehicles.

(4) When a vehicle is so disabled as to constitute an obstruction to traffic or a hazard to persons or property and the persons in charge of the vehicle are by reason of physical injury or condition incapacitated to such an extent as to be unable to provide for its custody or removal.

(5) When a vehicle is considered inoperable or abandoned due to expired registration or other condition that prevents the vehicle from being removed by the registered owner.

(6) As authorized under section 34-53(b), related to unresolved immobilization of vehicles.

Section 34-58. Release of immobilized or impounded vehicle.

(a) An immobilized vehicle under this chapter may be released by the City upon: payment of all parking fines, costs, and immobilization fees; a City review and determination to release the immobilization device without penalty; or upon a Special Magistrate finding in favor of the person challenging the immobilization.

(b) A vehicle impounded under this chapter may be released upon: payment of all parking penalties, costs, towing, storage, and administrative fees in accordance with F.S. § 713.78; or upon the posting of a cash or surety bond totaling all applicable amounts owed until the disposition of any hearing held in accordance with section F.S. § 713.78. A person who posts a bond under this section and fails to file a complaint within the time required under F.S. § 713.78 shall have waived his or her right to a hearing and the total amount of the posted bond shall be forfeited to the city.

Section 34-59. Disposition of unrecovered impounded vehicles.

Vehicles impounded under this chapter which are not recovered may be disposed of in accordance with F.S. § 713.78.

Section 34-60 – 34-62. – Reserved

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 11/07/2022

Re: STAB

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution No. 22-R42 appointing Victoria Bush to the Sunrise Theatre Advisory Board and Mayor Hudson's representative.

SUMMARY:

Ms. Holly Theuns was appointed as the Chair of the Sunrise Theatre Foundation Board and resigned from the Advisory Board.

RECOMMENDATION:

Adopt Resolution 22-R42.

ALTERNATIVES:

Do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Linda Hudson, Mayor

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

22-R42

Bush, Victoria

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/21/2022 11:46 AM

Form Started By: Linda Cox Started On: 10/19/2022 09:27 AM

Final Approval Date: 10/21/2022

RESOLUTION NO. 22-R24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE SUNRISE THEATRE ADVISORY BOARD;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed by the City Commission to serve as a member of the Sunrise Theatre Advisory Board, pursuant to Resolution 21-R69; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

NAME	**APPOINTED BY**
Victoria Bush	Mayor Linda Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of November, 2022.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA EARLEY, CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Sunrise Theater Foundation Board

Name: Victoria Bush	Phone: 772-332-3743
Home Address: 703 S. Indian River Drive City/Zip Code:	How long at this address? 26 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:

Previously, renovated and owned 2nd Street Station in downtown Ft. Pierce

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):

Built 3 houses/ owner and renovated 1 commercial building in Historical Downtown Ft Pierce. Previously, 20 years on the Farmers Market Board and 4 years on the Downtown Business Association.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No

If yes, please specify:

Chair person for Sunrise Theater History Festival

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: Linda Hudson	Applicant Email Address: crackershack1@gmail.com
Date: 10/12/2022	Applicant's Signature Victoria Bush

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 11/07/2022

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Form Started By: Jennifer Robinson Started On: 10/27/2022 02:52 PM

Final Approval Date: 10/27/2022

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from October 1, 2022 to October 31, 2022

Total Amount	Vendor Name	Description	Department
$15,000.00	MAIN STREET OF FORT PIERCE,INC	Sights & Sounds on Second Street Christmas	CITY MANAGER
$26,000.00	MAIN STREET OF FORT PIERCE,INC	2023 4th of July Fireworks	CITY MANAGER
$26,000.00	MAIN STREET OF FORT PIERCE,INC	New Year's Eve Fireworks	CITY MANAGER
$12,500.00	ST. LUCIE COUNTY BOCC-COMM SRVCS	Utility Assistance Program	CITY MANAGER
$21,450.00	BROTHERS CONSTRUCTION, INC.	Jaycee Park Floating Docks - Engineering Services	ENGINEERING
$35,852.16	CULPEPPER & TERPENING,INC	PROFESSIONAL ENGINEERING SVCS -LITTLE JIM FISH CAM	ENGINEERING
$22,958.75	ENGINEERING DESIGN & CONST. INC.	PROFESSIONAL ENGINEERING SVCS -AVE D RECONSTRUCTIO	ENGINEERING
$50,000.00	HELENA CHEMICAL COMPANY	Liquid and Granular Fertilizers for Turf Health	GOLF - MAINTENANCE
$50,000.00	HELENA CHEMICAL COMPANY	Chemicals for Weed Control	GOLF - MAINTENANCE
$20,000.00	LEGACY TURF GROUP LLC	Liquid & Granular Fertilizers for Turf Health	GOLF - MAINTENANCE
$36,000.00	PALMDALE OIL COMPANY	Fuel For Golf Carts and Maintenance Vehicles	GOLF - MAINTENANCE
$26,000.00	CALLAWAY GOLF SALES COMPANY	Golf Balls, Gloves, Bags & Headwear for Resale	GOLF - SHOP
$24,840.00	SELECTRON TECHNOLOGIES, INC.	ANNUAL SUPPORT RENEWAL FOR VOICEPERMITS	INFORMATION TECHNOLOGY
$10,000.00	LAND & SEA	LAND AND SEA ANNUAL PURCHASE ORDER	MARINA
$39,790.00	ALFRED BENESCH & COMPANY	Impact Fee Study Phase I	PLANNING
$33,078.00	BARTOW FORD CO	2021 Ford Escape; 1.5L EcoBoost Engine; Automatic	POLICE - STAFF
$46,726.00	BARTOW FORD CO	2020 Ford F150 Crew Cab 4x4; 2.7L EcoBoost Engine	POLICE - STAFF
$10,000.00	DAY DREAMS UNIFORMS, INC.	Uniforms	POLICE - STAFF
$12,000.00	VCA TRI-COUNTY ANIMAL HOSPITAL	Heath Care and Food for Department K-9's	POLICE - STAFF
$23,248.68	RICOH USA, INC.	MULTIPLE SYSTEMS (11) LEASE AGREEMENT	PURCHASING
$10,000.00	MORIVALOUS CLEANING, INC.	CITY OWNED BUILDING JANITORIAL SERVICES	PW - COMMUNITY CENTER
$10,000.00	OFFICIALS OF FLORIDA	OFFICIALS FOR FIREHAWKS FOOTBALL GAMES	PW - COMMUNITY CENTER
$15,000.00	RIDDELL ALL AMERICAN	FIREHAWK DECALS, HELMETS, MISC EQUIP	PW - COMMUNITY CENTER
$15,000.00	CITY ELECTRIC SUPPLY CO.	MISC ELECTRICAL SUPPLIES	PW - FACILITIES MAINTENANCE
$12,000.00	FIRE EQUIPMENT SYSTEMS OF FLORIDA	FIRE ALARM MONITORING CITY-WIDE	PW - FACILITIES MAINTENANCE
$45,000.00	GRIMES HEATING & AIR CONDITIONING	COMMERCIAL A/C PARTS & REPAIRS CITY-WIDE	PW - FACILITIES MAINTENANCE
$50,000.00	KONE INC.	ELEVATOR MAINTENANCE/REPAIRS CITY-WIDE	PW - FACILITIES MAINTENANCE
$12,500.00	NEWMANS POWER SYSTEMS	GENERATOR MAINTENANCE/INSPECTIONS	PW - FACILITIES MAINTENANCE
$15,000.00	POOL PRO, INC.	MLK WATER FOUNTAIN REPAIR/MAINTENANCE	PW - FACILITIES MAINTENANCE
$12,500.00	PYE-BARKER FIRE & SAFETY INC.	FIRE EXTINGUISHER MAINTENANCE CITY-WIDE	PW - FACILITIES MAINTENANCE
$10,000.00	ROOTER ONE	MISC PLUMBING REPAIRS CITY-WIDE	PW - FACILITIES MAINTENANCE
$50,000.00	THE TAILOR GROUP, LLC	CITY-WIDE PUBLIC RESTROOM CLEANING	PW - FACILITIES MAINTENANCE
$40,000.00	VERO CHEMICAL DISTRIBUTOR	MISC JANITORIAL SUPPLIES CITY-WIDE	PW - FACILITIES MAINTENANCE
$12,500.00	VETERAN FIRE SERVICES, INC.	ANNUAL FIRE SPRINKLER INSPECTIONS CITY-WIDE	PW - FACILITIES MAINTENANCE
$10,000.00	1000BULBS.COM SERV LIGHTING/ELECTR	OUTSIDE LED LIGHT BULB REPLACEMENTS	PW - PARKS AND GROUNDS
$12,500.00	CHANDLER EQUIPMENT OF THE	MISC HORTICULTURE TOOLS, SUPPLIES & EQUIPMENT	PW - PARKS AND GROUNDS
$12,000.00	GREENLAND NURSERY	MISC FLOWERS AND PLANTS	PW - PARKS AND GROUNDS
$15,000.00	HELENA CHEMICAL COMPANY	MISC HERBICIDES AND TRACKER DYE	PW - PARKS AND GROUNDS
$12,500.00	HORIZON DISTRIBUTORS, INC.	LANDSCAPE PRODUCTS AND SERVICES CITY-WIDE	PW - PARKS AND GROUNDS
$10,000.00	MILLER RECREATION EQUIPMENT &	ENGINEERED WOOD FIBAR CITY-WIDE	PW - PARKS AND GROUNDS
$40,000.00	NATURE'S KEEPER, INC.	LANDSCAPE PRODUCTS AND SERVICES	PW - PARKS AND GROUNDS
$15,000.00	A-TECH WELDING LLC	SAND BLASTING/POWDER COATING SIGNS CITY-WIDE	PW - STREETS AND DRAINAGE
$25,000.00	CEMEX	MISC CONCRETE AND SUPPLIES	PW - STREETS AND DRAINAGE
$20,000.00	CENTRAL CONCRETE SUPERMIX, INC.	MISC STORM DRAIN MATERIALS/SUPPLIES	PW - STREETS AND DRAINAGE
$20,000.00	EARTHMOVERS CONSTRUCTION EQUIPMENT	MISC STREETS EQUIPMENT RENTALS	PW - STREETS AND DRAINAGE
$10,000.00	FERGUSON ENTERPRISES, INC. WW #125	MISC STORM DRAIN MATERIALS/TOOLS	PW - STREETS AND DRAINAGE
$10,000.00	MASCHMEYER CONCRETE COMPANY OF FLA	REDI MIX CONCRETE/MISC ROAD SUPPLIES	PW - STREETS AND DRAINAGE
$25,000.00	RUSTY NORVELL CONCRETE PUMPING SERVICE	MISC CONCRETE SUPPLIES/SERVICES	PW - STREETS AND DRAINAGE
$10,000.00	SAFETY PRODUCTS, INC.	MISC TRAFFIC SUPPLIES	PW - STREETS AND DRAINAGE
$25,000.00	SHENANDOAH CONSTRUCTION	EMERGENCY UNDERGROUND STORMWATER REPAIRS	PW - STREETS AND DRAINAGE

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from October 1, 2022 to October 31, 2022

Total Amount	Vendor Name	Description	Department
$12,500.00	STEWART MATERIALS, LLC.	MISC MATERIALS AS NEEDED/SAND/ROCK/ETC	PW - STREETS AND DRAINAGE
$12,500.00	SUNBELT RENTALS, INC.	MISC STREETS EQUIPMENT RENTALS	PW - STREETS AND DRAINAGE
$50,000.00	TRAFFIC SUPPLIES & DISTRIBUTION LLC	MISC TRAFFIC SUPPLIES	PW - STREETS AND DRAINAGE
$25,000.00	UNITED RENTALS, INC	MISC STREETS EQUIPMENT RENTALS	PW - STREETS AND DRAINAGE
$15,000.00	UNIVERSAL SIGNS & ACCESSORIES	MISC SIGNS AND SUPPLIES	PW - STREETS AND DRAINAGE
$30,000.00	4IMPRINT, INC.	SOLID WASTE PROMOTIONAL ITEMS	SOLID WASTE
$20,000.00	A-1 METAL SUPPLY CORP.	METAL AND FABRICATION	SOLID WASTE
$30,000.00	ALLIANCE WIRELESS TECHNOLOGIES INC	REFUSE TRUCK CAMERA MONTHLY MAINTENANCE	SOLID WASTE
$50,000.00	C.P.M. WELDING, INC.	MISC WELDING REPAIRS/REPLACEMENTS	SOLID WASTE
$35,000.00	CENTRAL POLY BAG CORPORATION	TRASH CAN LINERS CITY-WIDE	SOLID WASTE
$30,000.00	CLIFF BERRY, INC.	HAZARDOUS MATERIAL CLEAN-UP/SERVICES	SOLID WASTE
$40,000.00	FLORIDA DETROIT DIESEL-ALLISON	REFUSE TRUCK REPLACEMENT PARTS	SOLID WASTE
$30,000.00	GASPAR PAINT & BODY, INC.	MISC REFUSE TRUCK PAINT AND BODY WORK	SOLID WASTE
$20,000.00	GSP MARKETING, INC.	MISC PARTS/SERVICES	SOLID WASTE
$10,000.00	H.H.H. INCORPORATED	MISC SOLID WASTE DECALS	SOLID WASTE
$50,000.00	IMPACT PLASTICS CORP.	DUMPSTER REPLACEMENT PARTS	SOLID WASTE
$15,000.00	IRONSIDE PRESS. LLC	CREATIVE DESIGN SERVICES	SOLID WASTE
$25,000.00	LIFE FITNESS CORP.	GYM EQUIPMENT AND MAINTENANCE	SOLID WASTE
$40,000.00	LOU BACHRODT FREIGHTLINER	FREIGHTLINER PARTS AND SERVICES	SOLID WASTE
$10,000.00	MARKETING SPECIALTIES	PROMOTIONAL MATERIALS	SOLID WASTE
$25,000.00	NEXAIR, LLC	WELDING GASES AND CYLINDER RENTALS	SOLID WASTE
$25,000.00	PETERSEN INDUSTRIES, INC.	REFUSE/LARGE TRUCK PARTS/SERVICES	SOLID WASTE
$15,000.00	REFLECTIVE APPAREL FACTORY, INC.	SW DRIVERS SAFETY REFLECTIVE APPEAREL	SOLID WASTE
$10,000.00	RGF ENVIRONMENTAL SYSTEMS, INC	WASH RACK RECLAIMER SERVICE/PARTS	SOLID WASTE
$10,000.00	RITZ SAFETY LLC	SOLID WASTE SAFETY EQUIPMENT	SOLID WASTE
$20,000.00	SAFETY-KLEEN SYSTEMS, INC.	FUEL ISLAND OIL SERVICES	SOLID WASTE
$10,000.00	TREASURE COAST NEWSPAPERS #334050	NEWSPAPER ADVERTISING	SOLID WASTE
$10,000.00	TURNER INDUSTRIAL SUPPLY	MISC HARDWARE, PARTS AND SUPPLIES	SOLID WASTE
$15,000.00	TURNER MACHINE & SUPPLY	MACHINE WORKS	SOLID WASTE
$10,000.00	VERO CHEMICAL DISTRIBUTOR	TRUCK WASH AND MISC CLEANING SUPPLIES	SOLID WASTE

NOVEMBER 2022

CITY MANAGER'S REPORT





TABLE OF CONTENTS

3 FEATURED STORY

6 PLANNING DEPARTMENT

8 CITY PROJECT UPDATES

10 SUNRISE THEATRE

11 IT DEPARTMENT

12 BUILDING DEPARTMENT

16 PUBLIC WORKS DEPARTMENT

20 INDIAN HILLS GOLF COURSE

21 FORT PIERCE CITY MARINA



HERO

Curtis Jennings, Public Affairs Manager - FPPD

On October 27, 2022, the Fort Pierce Police Department held a ceremony to unveil their new fallen officer statue. The bronze statue, "Hero," was placed in front of the Police Department at 920 South U.S. Highway 1. The figure depicts a uniformed officer saluting the United States flag. The brick pavers were donated by law enforcement community members and engraved with their personalized messages, surround the sculpture. Hero began as a vision of now-retired Sgt. John Schramm in 2018. Officers who had worked with Sergeant Schramm took up the challenge to complete the project with Sgt. Schramm's continued volunteer supervision.

Sgt. Schramm searched for the right Art Design Group to provide a beautifully produced piece of art that would embody the attention to detail, quality, and professionalism that the subject demanded. The Ronald J. Woods Charitable Trust, a previous contributor, generously donated funding to help the Fort Pierce Police Department's K-9 Unit and its needed equipment.

Hero was made in the likeness of fallen officer Danny Parrish and placed, facing the Department's flag in a salute pose. The statue overlooks the Danny Parrish Fallen First Responders Park and honors all of the Fort Pierce Police Department officers and First Responders in our community. *continued*

Chief Hobley-Burney and Sergeant Schramm placed their faith in Sgt. John Fasanello to see the project to completion, from filing permits to launching a brick fundraising website to pouring a solid concrete base wrapped in beautiful marble. Details on the granite were provided by state-of-the-art laser precision; the project is lit with LED lights for all to see: In Honor We Serve!







Honoring Officer Danny Parrish







The Fort Pierce Police Department dedicated The "Danny Parrish Fallen First Responders Park" following the unveiling of their Fallen Officer Memorial Statue. The park will be a sacred place in the Fort Pierce community where residents, visitors, and family members of all fallen first responders can visit and reflect on the significant contribution that has been made. The park sits directly in front of the Department's central station at 920 South U.S. Highway 1. In addition, a sign of Parrish has been placed in the park to remember his story



WATER RECLAMATION FACILITY



Plans for the relocation of the existing Island Water Reclamation Facility (Island WRF), located on South Hutchinson Island, took another step forward at the latest City Commission meeting. Fort Pierce Utilities Authority (FPUA) intends to decommission the existing facility and build a new WRF adjacent to the Treasure Coast Energy Center (TCEC) in Fort Pierce. The Island WRF has been in its current configuration since 1986. The new facility is proposed to be located on 25 acres of land in the Treasure Coast Business Park. The proposed complex will include state of the art processing equipment, a 78,000 square foot closed-roof Water Reclamation Facility and an administration and maintenance building.

ANNEXATIONS AND LAND USE AMENDMENTS

17.83 Acres for Commercial Use at 3000 Virginia Avenue.
34 Acres for Commercial Use off Kings Highway and Graham Road.
11.5 Acres for Commercial Use located off Jenkins Road.



OTHER CITY DEVELOPMENTS

EDGARTOWN ZONING AMENDMENT

The Planning Board will discuss a proposed amendment to the Edgartown Settlement (ES) Zoning District at its November 14th meeting at City Hall at 2 p.m. The amendments are aimed at reorganizing the existing code and clarifying parameters for allowed indoor and outdoor entertainment activities within the community.

PLATTING PROCESS

The Planning Board will discuss a proposed amendment to the City's Platting Process at its November 14th meeting at City Hall at 2 p.m. The amendments are aimed at providing a simplified voluntary Preliminary Plat process and restating Final Plat process to align with the provisions and requirements of State Statute.

CITY PROJECT UPDATES

NORTH 8TH STREET ROADWAY IMPROVEMENTS (AVENUE D TO AVENUE E)



The roadway improvements for this project will include drainage, new curb and gutter, sidewalks, and roadway reconstruction. The roadway re-build has commenced, new curb and gutter has been installed. Decorative streetlights are currently being installed. The roadway is scheduled to be paved the first week of November. New sidewalks will be installed thereafter.

BEACH COURT

This roadway project between Florida Avenue and Delaware Avenue on Beach Court will include a complete reconstruction of the roadway with curb and gutters, sidewalks on both sides of the road, installation of a new storm drainage system, street lighting, ADA upgrades, new potable water system, and sanitary sewer service upgrades. Construction commenced the first week of October. The contractor has completed the installation of 600 LF of 6” water main and will complete the potable water construction the first week of November. The existing paved roadway has been milled and drainage construction will commence upon completion of the water system. Construction completion scheduled for April 2023.

THE OAKS AT MOORE'S CREEK PHASE II (MEANS COURT EXTENSION):



The project includes the extension of Means Court roadway between Avenue B and Moore's Creek to support a 15-lot single-family affordable housing subdivision. Improvements include water, sewer, gas, and storm drainage facilities, along with sidewalks, curb & gutter, street lighting, landscaping, and underground electric.

2022 ANNUAL RESURFACING CONTRACT:

This project encompasses the Annual Resurfacing obligation of the Infrastructure Surtax. The City Commissioners awarded this contract to CWR at their June 21, 2022 meeting. The streets included this fiscal year are:

- Means Court (from Moore's Creek to Avenue E)
- 12th Street (from Moore's Creek to Avenue E)
- Avenue H (from 13th Street to US1)
- Avenue M (from west end to 25th Street)
- 30th Street (from south end to Okeechobee Road)
- Quincy Avenue (from 23rd Street to 13th Street)

Resurfacing began on October 18 and is anticipated to be complete the first week in November

AVENUE D (INDIAN RIVER DRIVE TO 29TH STREET

This project will include full roadway reconstruction of Avenue D between U.S. Highway 1 and Indian River Drive with sidewalks, ADA upgrades, curb and gutter, stormwater drainage, conversion of overhead utilities to underground, street light installation and enhanced signing and pavement marking. The section of Avenue D between 29th Street and U.S. Highway 1 will include milling and resurfacing of the roadway, replacement of the existing brick paver crosswalks with stamped asphalt crosswalks, and the addition of sidewalk on the south side of Avenue D from 29th Street to 25th Street. As needed ADA upgrades, enhanced pavement marking, and signage will be included. The consultant has notified staff that the revised plans will be submitted October 31, 2022.

HISTORY MADE AT THE SUNRISE

The Florida Gubernatorial Debate was held live from the Sunrise Theatre on Wednesday, October 24th at 7pm. Incumbent Republican Governor Ron DeSantis, who is running for a second term, and Democratic nominee Charlie Crist participated in the only televised debate between the two candidates. Sponsored as a rental event by CBS, the day began with closed streets and various remote TV broadcasting trucks showing up from around the state to cover the debate. Behind the scene, security was tight, with FDLE, other security and Fort Pierce's finest (FPPD) on hand along with a bomb sniffing dog that made his rounds around the office and public spaces at the theatre.

Outside crowds of supporters from both campaigns armed with flags and signs had plenty to shout about for their candidates. The stage was set with United States and the State of Florida flags surrounding the two candidate podiums for the hour long segment. The Sunrise Theatre was never more classic looking with the marquee displaying the debate, live TV reports taking place on the corners of Second Street and supporters lining the street. It was quite the honor for the Sunrise Theatre to be selected to host the event! Fort Pierce should be proud for the state and national recognition of the historic Sunrise Theatre as we countdown to the 100th birthday on August 1, 2023.



Daniel Tosh takes the Sunrise Theatre stage with his Florida Trash Tour on Friday, November 18 for two shows which are SOLD OUT! Coming up is Cyber Monday November 28 which offer discounts on tickets purchased on line. A great way to purchase gifts just in time for the upcoming holidays! Go to www.sunrisetheatre.com for an up to date listing of all events or call the box office 772.461.4775 Monday – Thursday 10am – 2pm and 2 hours prior to performances.

IT: THINKING AHEAD

The IT Department is proud to announce the successful launch of Phase I of our ERP Migration Project, Tyler Munis ERP (Financials). Tyler Munis incorporates the following financial modules:

• Chart of Accounts • General Ledger • Budget • Accounts Payable • Accounts Receivable

• Contract Management • Purchase Orders & Requisitions

The project implementation team included staff from the following departments: Information Technology, Purchasing, and Finance. Staff dedicated hundreds of hours that contributed to the successful launch of this platform.



"Tyler Munis is a solid ERP solution with all the functionality we not only wanted, but needed. By replacing our legacy financial system with Munis our employees can benefit from its modern functionalities, including workflows and customizable dashboards. These improvements align with the City's paperless initiative via incorporating complete electronic processes. It's a user-friendly system that will help us further enhance services, including enabling quicker response times to citizens."
~ Leticia Cruz, ERP Business Systems Analyst

Tyler Munis ERP offers several improvements to everyday processes such as:

• Gain real-time insight into business processes for strategic decision making

• Improve operational efficiency, effectiveness, and responsiveness

• Create consistency of data and processes

• Minimize risk by improving financial controls

• Maximize the efficiency of business processes

• Improve compliance with local, state, and federal requirements

• Elimination of paper-based processes and replacement with automated, online workflows and approvals.

The implementation team has held several end user trainings and has implemented a monthly Q&A session as staff becomes better acclimated to this new platform. The approach to not only this phase but for the entire project is to review our business processes in an effort to 'unkink the pipes' and streamline processes as much as possible. This will provide increased efficiency to the city and the community we serve.

PROJECTS UNDER PERMITS



THE ROOTS:

1134 - 1138 Avenue D

Permits have been issued for "The Root", which stands for Recognizing ourselves and others together, a concept created by Lincoln Park Young Professionals. The site will soon be transformed into an open space comprised of shipping containers that are being repurposed as classrooms, a library, a kitchen and market spaces. The site is being prepared for construction while shipping containers are staged on a nearby property.



AVALON CROSSING

Community mailboxes have been installed and the pool pavilion is under construction at Avalon Crossing located at 401 Acai Lane. The roof is ready for shingles while electrical wiring, duct work and plumbing is being installed. The developer, Ryan Homes is also in the process of having addresses assigned for Phase 2 of the project.

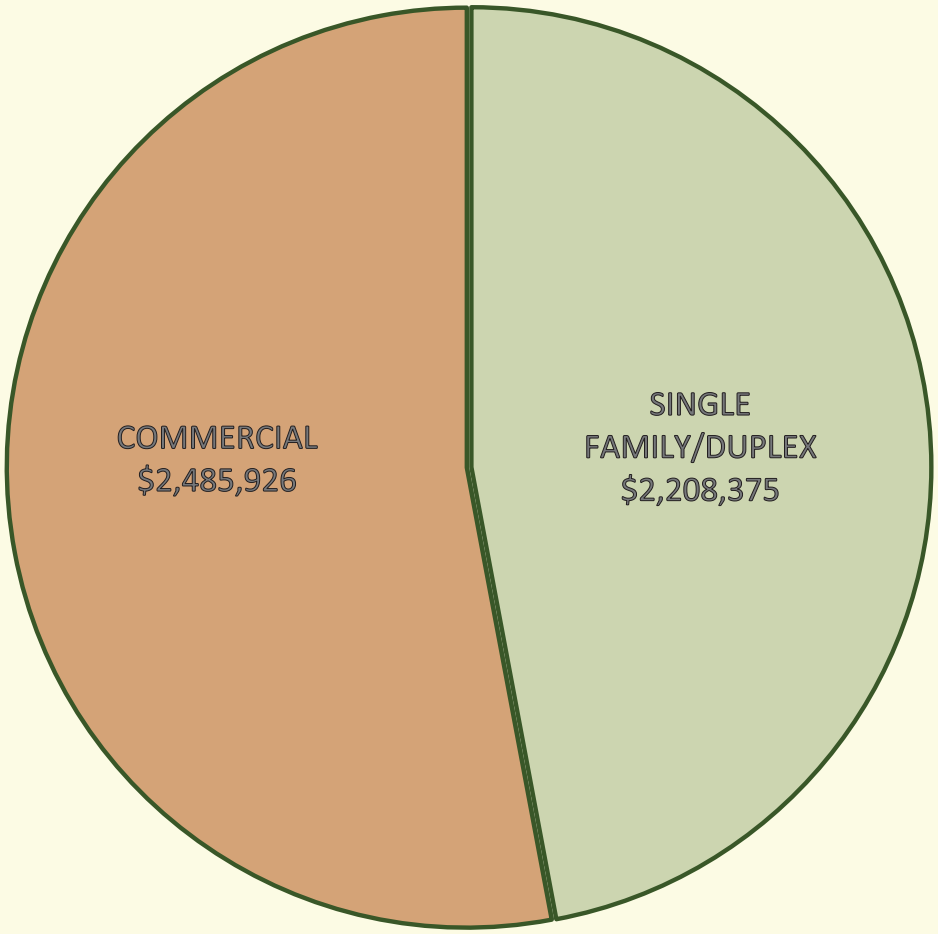




FLAGSHIP STORAGE

Construction is ongoing at Flagship Storage located at 2500 S. Jenkins Road for the 5 single-story and 1 three-story storage buildings. Construction is in various stages with the single-story buildings further along, with roofing installed on one of the buildings already. Structural steel is being erected and installed in place for the 2nd floor of the 3-story building.

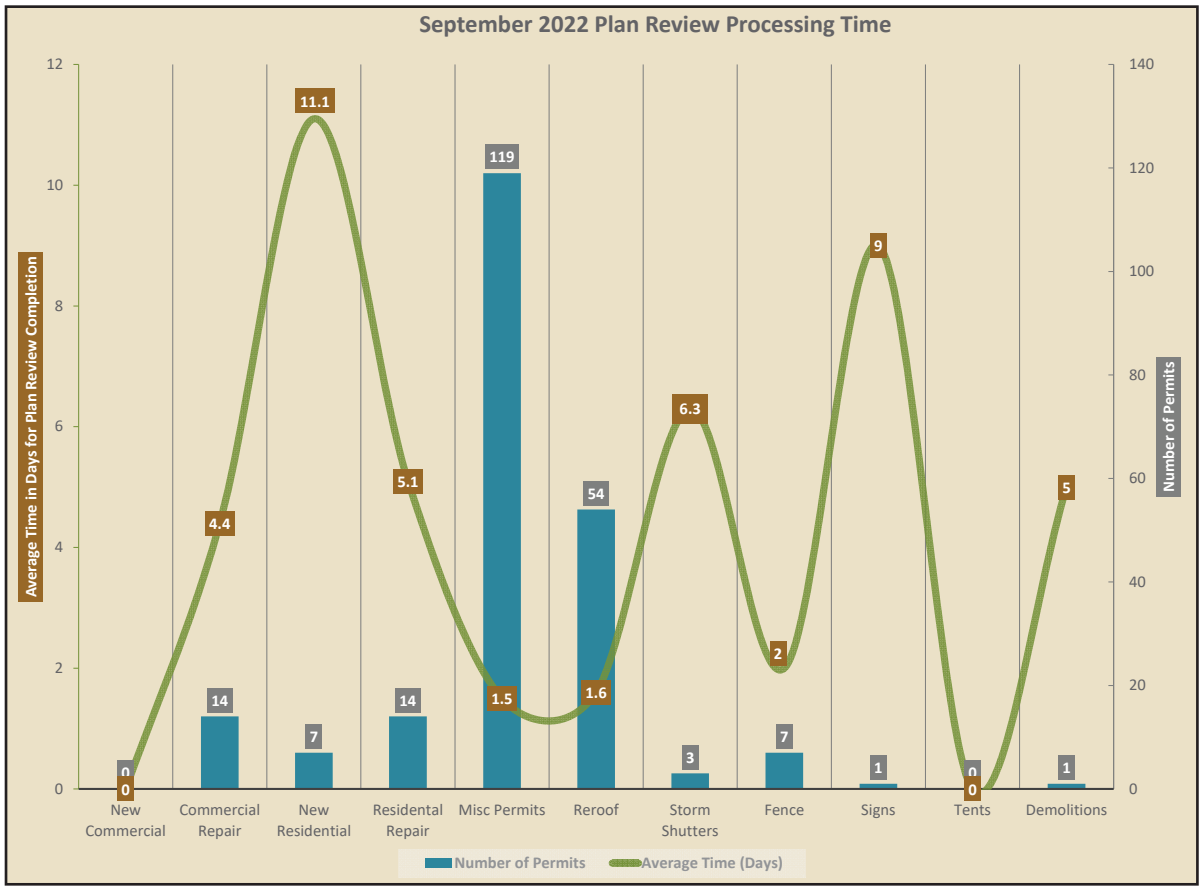
New Construction Values (based upon permits issued September 2022)		
Permit Type	**Number of Permits**	**Construction Value**
New Commercial Building	0	$0
New Commercial Sitework	2	$2,485,926
New Single Family/Duplex	12	$2,208,375



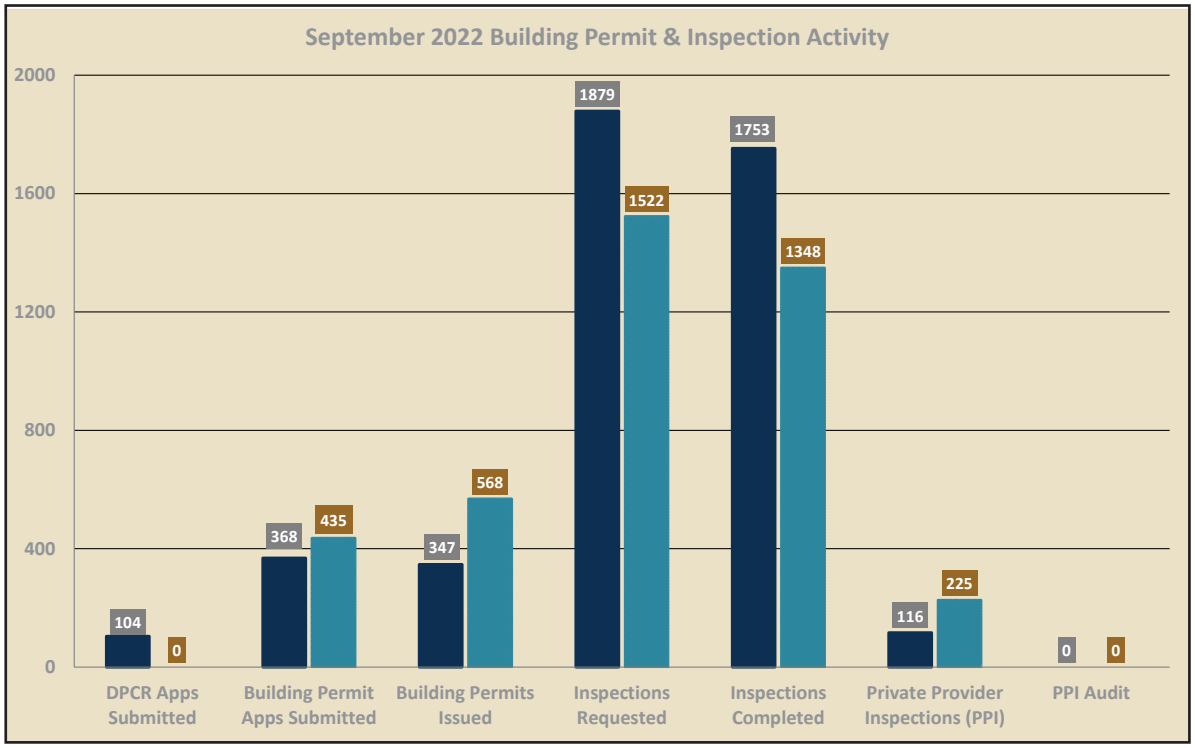
BUILDING CHART FOR SEPTEMBER 2022

AUGUST 2022 PLAN REVIEW PROCESSING TIME & ACTIVITY REPORT COMBINED

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT



WEARING MANY HATS

Thank you to Public Works employee, Jamieson Conley for his heroic efforts in preventing what could have been, a major disaster. On Thursday, October 27, 2022, Mr. Conley, a driver for the Solid Waste Division, was servicing brush around N. 23rd Street when he noticed smoke coming from the bed of his grapple truck. He jumped into action, called the Fire Department, and unloaded the truck in an empty field close by. The St. Lucie County Fire Department was able to put out the fire quickly, effectively, and without incident.

Mr. Conley did an amazing job and thanks to his quick thinking, no damage or injuries occurred from this incident. Again, thank you Jamieson Conley for your heroic efforts and your dedication to the City of Fort Pierce and its residents.

For more information on the Solid Waste Division or the Public Works Department, please visit the City's website at **www.cityoffortpiere.com**.





THE SUNRISE CITY
FORT PIERCE
Florida
PUBLIC WORKS DEPARTMENT

CITY OF FORT PIERCE

COMMUNITY CLEANUP DAY

INDIVIDUALS, FAMILIES, AND ORGANIZATIONS ARE ENCOURAGED TO PARTICIPATE

SATURDAY, NOVEMBER 19, 2022

SUPPLIES PROVIDED UPON REQUEST

HOW TO PARTICIPATE

- REGISTER YOUR GROUP - PICK UP SUPPLIES
- CLEAN UP DESIRED AREA - PARTICIPATE ON SOCIAL MEDIA WITH #LOVETHEFORT #CLEANTHEFORT - HAVE FUN

TO REGISTER PLEASE VISIT WWW.CITYOFFORTPIERCE.COM
OR EMAIL KBALLARD@CITYOFFORTPIERCE.COM
OR CALL 772.467.3836

FORT PIERCE, FL · THE SUNRISE CITY ·



WEEKLY:

EVERY WEDNESDAY - GREEN MARKET - MARINA SQUARE 12:00 PM - 6:30 PM

EVERY SATURDAY - JAZZ MARKET – MARINA SQUARE 8:00 AM – 1:00 PM

EVERY SATURDAY - DOWNTOWN FARMERS MARKET - MARINA SQUARE 8:00 AM – 12:00 PM

11/4/22 FRIDAY FEST – MARINA SQUARE 5:00 PM – 9:00 PM

11/6/22 SAILFISH BEER MILE – 2ND STREET 4:00 PM – 9:00 PM

11/12/22 SANDI PAWS PET FESTIVAL – MARINA SQUARE 4:00 PM – 7:00 PM

RIVER WALK CENTER SALES REPORT **SEPTEMBER 2022**

CLASSES	$1,483.50
PARK PERMITS	$ 1,000.00
SPECIAL EVENTS	$3,200.00
FACILITY	$8,696.94
TOTAL	$14,380.44


NOV
5TH
10AM - 2PM
Florida Community Health Centers, Inc.
IN THE IMAGE OF CHRIST | FLORIDA COMMUNITY HEALTH CENTERS
CAROLINE CRISTINA ROCHA
LINCOLN PARK HEALTH CENTER
1 YEAR ANNIVERSARY
BLOCK PARTY
Games - Music - Food - Fun & More
SERVING THE LINCOLN PARK COMMUNITY
Saturday: November 05, 2022
Time: 10am - 2pm
Place: 1st Step Park | 3090 Ave G | Fort Pierce Fl 34947
Come Enjoy With Us!
CELEBRATING ONE YEAR OF
DEDICATED SERVICE

Grow-vember!

We recently conducted a “wall to wall” fertilizer application in mid October which will give the grass a nice kick start heading into the cooler winter months. We will continue to spray any weed areas and as the Bermuda Grass gets healthier over time, it will begin to choke out the weeds going forward. We’ve had a nice start to the new Fiscal Year with revenues approximately $12,000 over last October.

We have been having fantastic weather entering the end of October and hopefully we can continue this trend into late November. To grow Bermuda Grass, total temperatures must equal 140 degrees. This is the combined calculation of the daytime highs and the evening lows. For example, if the daytime high is 75* and the evening low is 55*, it may turn out to be a beautiful day, but we aren’t growing grass! When you combine several days or weeks of this weather and you add in the golf cart traffic, it adds a lot of stress to the Turf Grass. The Fairways and Rough areas get matted down and become hard. The good news is that the ball will roll farther when you hit your driver. The bad news is that the lies become much tighter and more difficult to get the ball into the air. This is the reason that we look forward to even a few extra weeks of the daytime highs in the low to mid 80’s. The longer the weather is conducive to growing grass in the Fall, the better we will be in the Spring!

We will be soon advertising our annual “Turkey Shootout” held on Thanksgiving morning which is always extremely well attended and a LOT of fun! Please keep your eyes out for the registration for on our Facebook page, Instagram and at the club.



We thank all of our members and guests for their support and we ask that you please “Like” and “Follow Us” on Facebook or Instagram to see almost daily updates on the golf course and our ongoing summer maintenance projects.

INDIAN HILLS SALES REPORT

	8/2022	9/2022
GOLF ROUNDS	1561	2478
GOLF FEES	$24,092.61	$55,675.92
RANGE TOKENS	$862.57	$1,972.62
MEMBERSHIP PASS	$310.00	$3,663.69
FOOD & BEVERAGES	$4,533.32	$5,678.57
MERCHANDISE	$1,613.93	$2,929.49
TOTAL	**$31,412.43**	**$69,920.29**



CITY MARINA FINANCIAL REPORT

	JULY	AUGUST	SEPTEMBER
Dockage Reservations	62	53	52
Monthly Dockage	$135,196.80	$173,298.04	$139,367.62
Transient Dockage	$36,142.75	$28,694.80	$36,630.70
Electricity	$3,392.00	$2,739.00	$3,043.00
Retail	$20,724.30	$14,084.48	$11,072.48
Gas Sales	$114,457.01	$74,306.67	$42,918.63
Diesel Sales	$81,893.14	$31,289.91	$41,495.50
TOTALS	**$391,806.00**	**$324,412.90**	**$274,527.93**

www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."