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

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 5, 2023 - 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 Wayne Hewlett with Macedonia Church Ft Pierce

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from May 15, 2023 Regular Meeting

6. **PROCLAMATIONS**

   a. National Garden Week Proclamation

   b. Juneteenth Proclamation

7. **LETTERS TO COMMISSION**

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

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

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

10. **MISCELLANEOUS REPORTS**

a. Summary report of the 2023 Florida Legislative Session by Ryan Matthews, City of Fort Pierce lobbyist

11. **CONSENT AGENDA**

a. Approve award to Johnson-Davis, Incorporated for Fernandina Street and Porpoise Avenue Drainage repairs in the amount not to exceed $107,910.00

b. Approval to Piggyback the FPUA Contract with Mastec North America, Inc. and a Purchase Order in the amount of $273,561.36 to install conduits and related fixtures for AT&T and Comcast for the Avenue B Roadway Construction Project.

c. Approval of Service Agreement for Bid No. 2022-028, Fuel Dispensers Replacement, to Spatco Energy Solutions LLC, Sunrise, FL in the amount of $97,561.00

d. Approve the naming of the playground at Jaycee Park to The Fort Pierce Sunrise Kiwanis Club Playground.

e. Approval of Highwaymen Museum Grant Extension Amendment extending the grant period to 12/31/2023.

f. Approval of Brothers' Construction, Inc. Specific Authorization No. 3 in the amount of $808,725.00 for the repair and reconstruction of the boat ramp and docks at Jaycee Park.

g. Approval of Interlocal Agreement between the St. Lucie Transportation Planning Organization and the City of Fort Pierce for passenger rail station design.

h. PULLED AT STAFF'S REQUEST. Approve Proposal by Zyscovich Architects for Master Planning and Conceptual Architectural Design Services for the Development of a Master Transit Oriented Development Action Plan in an estimated amount of $100,000.00 which will be reimbursed by the St. Lucie County Transportation Planning Organization via Interlocal Agreement.

i. Approval of an agreement between the United States Department of Transportation and the City for the administration of the Safe Streets and Roads for All (SS4A) Grant in the amount of $240,000.00 which was awarded on January 31, 2023.

j. Approve Grants Division recommendation for award of two $5,000.00 public service agency grants for a total of $10,000 for the PY 22-23 Public Service Agency Grant period.

k. Approve the upgrade and improvement of the Marina Wi-Fi to be installed and monitored by existing contractor in the total amount of $28,265.00.

l. Staff requests the award of the Ohio Avenue (US 1 to 11th) Roadway Reconstruction project to the low bidder, PRP Construction, LLC, in an amount not to exceed $2,486,699.50.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 23-031: Annexation - City Initiated - 13 Parcels owned by Cypress Knee LLC located north of Orange Ave and East of Jenkins Road, Parcel ID's; 2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, and 2407-231-0002-100-0 - FIRST HEARING

b. Legislative Hearing - Ordinance 23-032 - Annexation - City Initiated - 1 Parcel Gerald Groothouse located at 5310 Orange Ave, Parcel ID's; 242407-234-0004-000-2. - FIRST HEARING

c. Legislative Hearing - Ordinance 23-033 - Annexation - City Initiated - 1 Parcel owned by St. Lucie Battery and Tire Company located at 5500 Orange Ave, Parcel ID; 2407-232-0001-000-5. - FIRST HEARING

d. Legislative Hearing - Ordinance 23-034 - Annexation - City Initiated - 2 Parcels owned by Palm Way Investments LLC, located at 5750 Orange Ave, Parcel ID's; 2312-144-0004-000-5 and 2312-144-0003-000-8 - FIRST HEARING

e. Legislative Hearing - Ordinance 23-035 - Annexation - City Initiated - 1 Parcel owned by Consolidated Properties of FP, located at 121 N.Jenkins Road, Parcel ID: 2312-144-0001-000-4 - FIRST HEARING

f. Legislative Hearing - Ordinance 23-036 - Annexation - City Initiated - 1 Parcel owned by Turner Trust Properties LLC located at 5900 Orange Ave, Parcel ID: 2312-143-0001-000-1 - FIRST HEARING

g. Legislative Hearing - Ordinance 23-037 - Annexation - City Initiated - 1 Parcel owned by SECP FTP LLC located at 6000 Orange Ave, Parcel ID: 2312-143-0002-000-8 - FIRST HEARING

h. Legislative Hearing - Ordinance 23-038 Annexation - City Initiated - 2 Parcels owned by Joseph G. Miller located at 5501 and 5513 Orange Ave, Parcel ID's: 2407-701-0001-000-4 and 2407-701-0002-000-1 - FIRST HEARING

i. Legislative Hearing - Ordinance 23-039 - Annexation - City Initiated - 2 Parcels owned by SAJ 1 SUNRISE LLC located at 5701 Orange Ave, Parcel ID: 2312-411-0001-000-3 and 2312-411-0003-000-7 - FIRST HEARING

j. Legislative Hearing - Ordinance 23-040: Annexation - City Initiated - 1 Parcel owned by City of Fort Pierce and Fort Pierce Utility Authority located at or near 550 feet South of the intersection of Orange Avenue and S. Jenkins Road. Parcel ID: 2407-322-0000-000-4 - FIRST HEARING

13. **CITY COMMISSION**

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. a.**

Meeting Date: 06/05/2023

Re: Approval of Minutes from May 15, 2023 Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from May 15, 2023 Regular Meeting

Attachments

05.15.2023 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 05/22/2023 01:10 PM

Final Approval Date: 05/22/2023

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, MAY 15, 2023.

1. CALL TO ORDER

Mayor Hudson called the May 15, 2023, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Commissioner Jeremiah Johnson

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; 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 May 01, 2023 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the minutes from the May 01, 2023 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Haitian American Heritage Month

b. National Public Works Week

c. The American Legion Poppy Proclamation

7. **LETTERS TO COMMISSION**

a. Email from Margo and Steve Kelley praising Danny Visconti for his excellent work as the director of the Indian Hills Golf Course and noting that they are always greeted warmly by Danny and the staff there, who make them feel like family.

b. Email from Arndrea Dampier thanking Fort Pierce Police Officers Damian Spotts and Jose Maldonado for the training they conducted at Pastor Dampier's Church and for being professional but compassionate and knowledgeable but understanding.

c. Letter of appreciation from the Fort Pierce Police Department Centennial Committee thanking City of Fort Pierce, Public Works, Fort Pierce Utilities Authority and Causeway Cove Marina for all of the help they gave the committee for the “Back the Blue” celebration.

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Item 11c, grant to Hudson Home only, was pulled.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve the agenda with the removal of the grant for Hudson Home only.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

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

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No comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of Contract with Journey C&D Group, Inc. to provide contractor services for the Florida Highwaymen Museum & African-American Culture Project.

b. Approval to pay AT&T for invoices submitted to the City for the cost to design and install their utilities within the Right-of-Way of Avenue B from 13th Street to 8th Street in the the total amount of $77,137.48

c. Approval of Grants Division recommendation to award two (2), $5,000.00 PY22-23 Small Business Grants for a total amount of $10,000.00.

NOTE: GRANT TO HUDSON HOME WAS PULLED.

d. Approval of Recreational Trails Program (RTP) grant application and the grantee match in the amount of $18,043.00 for construction of the Moore's Creek Fit Park.

e. Acceptance of the resignation of Tanya Earley, City Attorney in accordance with the attached letter dated April 20, 2023.

f. Approval of Professional Services Agreement with Slavin Management Consultants to conduct a search for the Fort Pierce City Attorney in an amount not to exceed $9,000.00.

Commissioner Curtis Johnson pulled items 11b, d, and e.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve items 11a and 11c of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

As to item 11 b

Commissioner Curtis Johnson expressed concern with supporting private business and industry with taxpayer funds and requested clarification from City Attorney Tanya Earley.

City Attorney Earley referenced Florida Statute 337.403.

The Commission discussed their concerns with the project and inquired if City road construction standards are being met.

Mr. Mimms explained that this method will allow timely construction completion.

John Andrews, City Engineer, explained that not funding the invoices will cause delays with the sidewalk installation and progress being made.

The Commission requested clarification on the cost and the design factor.

Mr. Mimms explained the need to prevent delaying the project.

Mr. Andrews explained the Cities responsibility and cost.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve item 11b.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

As to item 11d

Commissioner Curtis Johnson expressed his excitement with the project and the significance of it to the community. In addition, he thanked staff for their work in obtaining the grant.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 11d.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

As to item 11 e

Commissioner Curtis Johnson expressed that it has been a pleasure to work with City Attorney Tanya Earley.

Commissioner Gaines reiterated the sentiments of Commissioner Curtis Johnson, and that City Attorney Earley will be missed.

Commissioner Jeremiah Johnson expressed his sentiments on City Attorney Earley's departure.

Commissioner Broderick expressed his sentiments on City Attorney Earley and wished her the best.

Mayor Hudson expressed her appreciation for City Attorney Earley's honesty and integrity.

City Attorney Earley thanked the Commission, Mr. Mimms, Mrs. Cox and her staff for their well-wishes.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve item 11e with an effective date of July 19, 2023.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 23-030 An application annexing a parcel of land approximately 6.79 acres, located west of US Highway 1 on the South side of Weatherbee Road. Parcel ID: 3403-502-0015-000-5. SECOND READING

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

ORDINANCE NO. 23-030
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR WEST OF US HIGHWAY ONE THE SOUTH SIDE OF WEATHERBEE ROAD, PARCEL ID: 3403-502-0015-000-5, 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, 2024; 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. 23-030.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

b. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) by applicant Brad Currie of EDC, Inc., to construct a 5,000 square foot restaurant/retail facility located immediately west of Walgreens at 25th Street and Virginia Avenue, more specifically at parcel ID: 2420-111-0001-010-1.

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 Michael Broderick-None
Commissioner Arnold Gaines – None
Commissioner Curtis Johnson Jr.- None
Commissioner Jeremiah Johnson - None
Mayor Hudson - None

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

Staff Presentation:
Ryan Altizer, Senior Planner, presented the review and approval of an application for a Site Plan (Development and Design Review) by applicant Brad Currie of EDC, Inc., to construct a 5,000 square foot restaurant/retail facility located immediately west of Walgreens at 25th Street and Virginia Avenue.

RECOMMENDATION:
Staff's recommendation is for the City Commission to vote approval on the proposed Site Plan (Development and Design Review) with one condition.

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.

Questions of Staff:
Commissioner Broderick inquired if there is a shared curb cut with Walgreens.
Mr. Altizer confirmed that it is.

Applicant Questions of Staff:
Brad Currie, EDC, had no questions of staff.

Commission Questions of the Applicant:
None

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the application for Site Plan with one (1) condition.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) by applicant Brad Currie with EDC, Inc., to construct four office/flex space buildings totaling 40,500 square feet located at the east side of S. 7th Street, north of Farmers Market Road, more specifically at parcel ID: 2427-601-0031-000-8.

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 Michael Broderick-None
Commissioner Arnold Gaines – None
Commissioner Curtis Johnson Jr.- None
Commissioner Jeremiah Johnson – St. Lucie County
Mayor Hudson – None

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

Staff Presentation:
Ryan Altizer, Senior Planner, presented the review and approval of an application for a Site Plan (Development and Design Review) by applicant Brad Currie with EDC, Inc., to construct four office/flex space buildings totaling 40,500 square feet located at the east side of S. 7th Street, north of Farmers Market Road.

RECOMMENDATION:
Staff's recommendation is for the City Commission to vote approval on the proposed Site Plan with two (2) 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. Coordinate with FWC to relocate gopher tortoise(s) that have been observed on the property.

Questions of Staff:
Commissioner Gaines inquired if the flex space was offices or additional storage. Mr. Altizer explained that it is not storage, but its use is offices and light industrial activity.

Commissioner Broderick inquired on the dumpster locations. Mr. Altizer explained that they are between the buildings.

Applicant Questions of Staff:
Brad Currie, EDC, had no questions of Staff.

Commission Questions of the Applicant:
Commissioner Jeremiah Johnson inquired on the trip calculations and a description of 7th Street overall. Mr. Currie stated that he did not have the exact number and explained the issues with County and described 7th Street including its challenges.

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve the application for Site Plan with two (2) conditions.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

d. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use by applicant Nikki Kelly to operate a 2,126 square-feet adult daycare facility at 1331 N. Lawnwood Circle, more specifically at Parcel ID: 2416-604-0010-000-0.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-None
Commissioner Arnold Gaines – None
Commissioner Curtis Johnson Jr.- None
Commissioner Jeremiah Johnson - None
Mayor Hudson - None

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

Staff Presentation:
Ryan Altizer, Senior Planner, presented the review and approval of an application for Conditional Use by applicant Nikki Kelly to operate a 2,126 square-feet adult daycare facility at 1331 N. Lawnwood Circle.

RECOMMENDATION:
Staff's recommendation is for the City Commission to vote approval of the proposed Conditional Use with one (1) condition.

1. Hours of operation may be from 8 a.m. to 5 p.m.

Questions of Staff:
Commissioner Broderick inquired on the Planning Boards decision to extend the hours of operation and what triggers the Conditional Use. Mr. Altizer explained that the extended hours are for the purpose of additional use if needed specifically for Conditional Use, and that adult daycare facilities require this use based on zones.

Applicant Questions of Staff:
Tod Mowery, Redtail DG, representing the applicant, had no questions for staff, and explained the need for this type of facility. In addition, requested an adjustment of the hours to 8 a.m. to 5 p.m.

Commission Questions of the Applicant:
None

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the application for Conditional Use with one (1) condition that hours of operation may be from 8 a.m. to 5 p.m.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

13. CITY COMMISSION

a. Resolution No. 23-R35 Authorizing the release of mineral rights on property located on Boston Avenue which was previously sold pursuant to Resolution 22-R26.

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

RESOLUTION NO. 23-R35
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED RELEASING MINERAL RIGHTS TO PAUL A. HEMINGWAY AND LAUREL HEMINGWAY (“HEMINGWAYS”); AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Resolution No. 23-R35.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

b. Resolution 23-R36 reappointing Claudette Pelletier as Special Magistrate

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

RESOLUTION NO. 23-R36
A RESOLUTION REAPPOINTING CLAUDETTE PELLETIER, ESQ. AS SPECIAL MAGISTRATE TO PRESIDE OVER CERTAIN CODE ENFORCEMENT PROCEEDINGS; MAKING SUCH APPOINTMENT SUBJECT TO APPLICABLE ORDINANCES AND STATUTES; AND PROVIDING FOR EFFECTIVE DATES.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 23-R36.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Resolution 23-R37 removing the Sunrise Theatre Executive Director as an ex-officio member of the Sunrise Theatre Advisory Board.

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

RESOLUTION NO. 23-R37
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, MODIFYING THE COMPOSITION OF THE SUNRISE THEATRE ADVISORY BOARD, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 23-R37.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, 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.

No comments

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms provided the monthly purchase order report and 2022 Annual Year End Review report which highlights the growth and development of the City.

City Clerk Linda Cox - No comments

City Attorney Tanya Earley - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson thanked the Commission for a great meeting.

Commissioner Broderick commented on Public Works Week and the dedication of the department.

Commissioner Gaines commented on the proclamations.

Commissioner Jeremiah Johnson commented on Brightline.

Mr. Mimms commented on two items on the next Consent Agenda, a design proposal and interlocal agreement with the TPO to assist in funding a design for the possibility of a Brightline station.

Mayor Hudson announced that Sunday, May 22nd, St. Paul A.M.E. is celebrating law enforcement and that service will be held Monday, May 29th at Veterans Memorial Park at 11 a.m.

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 6:29 P.M.

ATTEST:

_____	_____
CITY CLERK	MAYOR COMMISSIONER

City Commission Regular Meeting **6. a.**

Meeting Date: 06/05/2023

Re: National Garden Week Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Garden Week Proclamation

Attachments

National Garden Week

Form Review

Form Started By: Latoya Ransom Started On: 05/22/2023 09:42 AM

Final Approval Date: 05/31/2023

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, Gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

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

WHEREAS, Gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

WHEREAS, Gardening furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

WHEREAS, Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

WHEREAS, Gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of June 5-11 as:

National Garden Week

and acknowledge the importance of Gardening and the numerous contributions of Gardeners.

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 5th day of June 2023.

MAYOR/COMMISSIONER

City Commission Regular Meeting **6. b.**

Meeting Date: 06/05/2023

Re: Juneteenth Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Juneteenth Proclamation

Attachments

Juneteenth Proclamation

Form Review

Form Started By: Latoya Ransom Started On: 05/30/2023 04:56 PM

Final Approval Date: 05/30/2023

WHEREAS, America's Independence Day Movement, initiated by the Declaration of Independence and the 4th of July, 1776, did not include enslaved African-Americans as they were not recognized as full human beings. Freedom from slavery was initiated by the enforcement of the Emancipation Proclamation on January 1, 1863, and formally announced by Union General Gordon Granger in Galveston, Texas on the 19th of June, 1865, through the reading of General Order No. 3 to the last group of slaves in bondage, creating America's 2nd Independence Day Celebration, Juneteenth Independence Day, observed on the 19th of June as the oldest African-American holiday; and

WHEREAS, the 19th of June is the freedom forerunner to the 13th Amendment, which implemented freedom for all slaves in the United States, Juneteenth Independence Day completes the cycle of Independence Day Celebrations in America. In 1997, the 105th Congress of the United States passed Senate Joint Resolution 11 and House Joint Resolution 56 officially recognizing Juneteenth Independence Day in America; and

WHEREAS, the Juneteenth celebration commemorates the emancipation of Southern slaves (Blacks) on June 19, 1865, two and a half years after the signing of the Emancipation Proclamation by Abraham Lincoln. The memory of all those who moved from slavery to freedom remains as a lesson for all Americans regardless of their background, race or religion; and

WHEREAS, the Florida legislature issued an apology on March 26, 2008, expressing profound regret for the shameful history of enslaving black people and passing laws that sanctioned involuntary servitude upon generations of African slaves; and

WHEREAS, on June 18, 2021, President Joe Biden signed into law a bill creating a federal holiday to commemorate Juneteenth. This is the 23rd year that the Juneteenth Festival has been held, prior to it being named a federal holiday.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim June 19th as:

Juneteenth Independence Day

for all Americans as a time to learn more about our common past and to better understand the experiences that have shaped our Nation.

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 5th day of June 2023.

_____

MAYOR /COMMISSIONER

City Commission Regular Meeting **10. a.**

Meeting Date: 06/05/2023

Re: 2023 Florida Legislative Session Recap

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

SUBJECT:

Summary report of the 2023 Florida Legislative Session by Ryan Matthews, City of Fort Pierce lobbyist

SUMMARY:

Summary report of the 2023 Florida Legislative Session by Ryan Matthews, City of Fort Pierce lobbyist.

RECOMMENDATION:

Staff recommends acceptance of the report.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manager
Ryan Matthews, Lobbyist, GrayRobinson

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

This update if for information only.

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2023 09:12 AM
City Manager	Nick Mimms	05/25/2023 08:59 AM

Form Started By: Audria Moore-Wells Started On: 05/09/2023 08:10 AM
Final Approval Date: 05/25/2023

CITY OF FORT PIERCE
2023 SESSION WRAP-UP

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TODAY'S PRESENTER

Ryan Matthews
@rymatthews24
850.577.5466
ryan.matthews@gray-robinson.com

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MEET THE PLAYERS

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OFFICE OF GOVERNOR RON DESANTIS

RON DESANTIS
Florida Governor

JAMES UTHMEIER
Chief of Staff

STEPHANIE KOPELOUSOS
Legislative Affairs Director

CHRIS SPENCER
Office of Policy and Budget Director

CABINET MEMBERS

WILTON SIMPSON
Commissioner of Agriculture and Consumer Services

ASHLEY MOODY
Attorney General

JIMMY PATRONIS
Chief Financial Officer

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FLORIDA HOUSE

PAUL RENNER
Speaker of the House

TOM LEEK
Budget Chair

MICHAEL GRANT
Majority Leader

CHUCK CLEMONS
Speaker Pro Tempore

DANNY PEREZ
Rules Chair and
Speaker Designate

FENTRICE DRISKELL
Minority Leader

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FLORIDA SENATE

KATHLEEN PASSIDOMO
Senate President

DENNIS BAXLEY
President Pro Tempore

BEN ALBRITTON
Majority Leader and
President Designate

LAUREN BOOK
Minority Leader

DOUG BROXSON
Budget Chair

DEBBIE MAYFIELD
Rules Chair

POLITICAL DYNAMICS

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2022 Election - THE RED WAVE

- Governor and Cabinet Landslides - DeSantis/Nunez won with 59.4% of the vote. The largest margin for a Florida Governor in 40 years.
- Simpson, Moody, and Patronis all won with similar margins.
- Republicans gained nine House seats, and one Senate seat and now hold supermajorities of 85-35 and 28-12, respectively.
- Republicans also picked up congressional seats in the Florida Delegation and now hold 20 of 28 districts.

DESANTIS PLANS?

As part of a broader elections bill, legislators passed changes to the Resign to Run Law that would allow the Governor to run for President without first resigning his seat.

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BY THE NUMBERS

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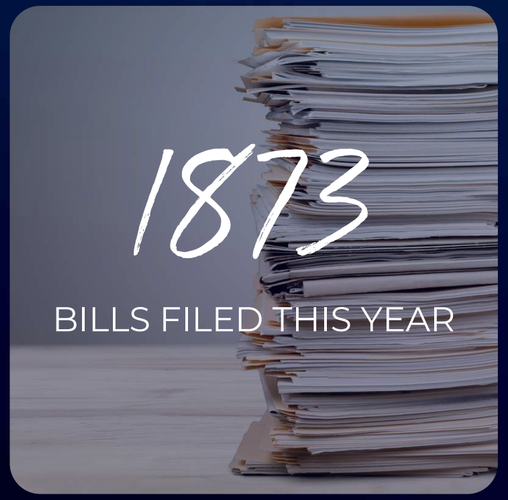
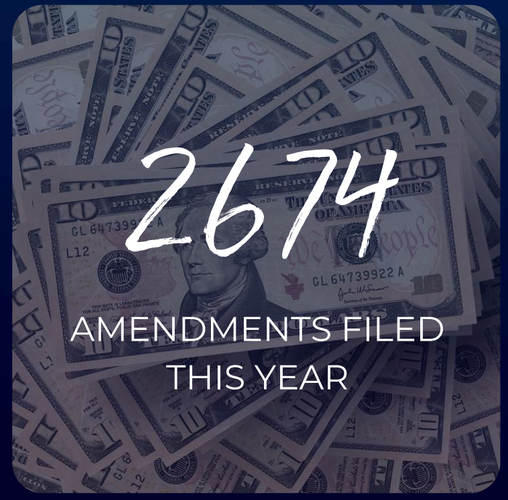
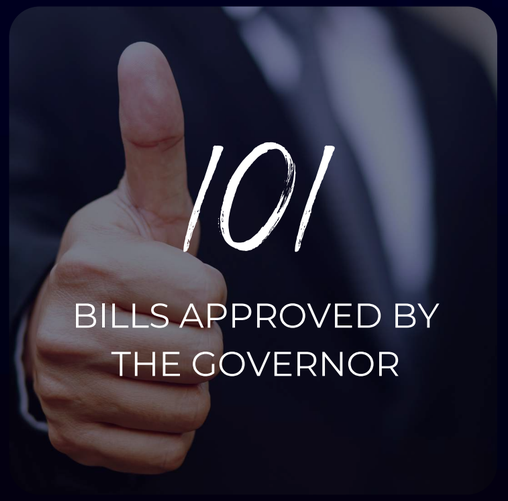
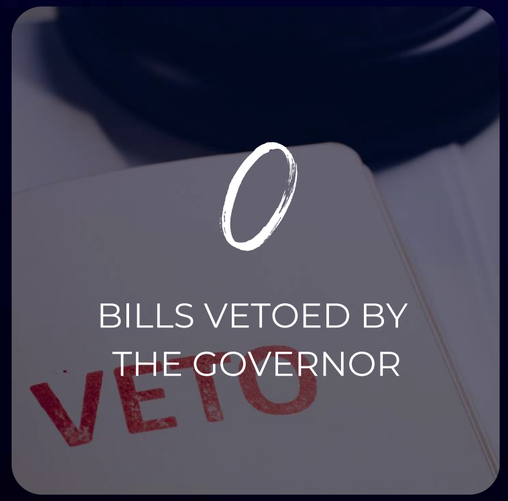
BY THE NUMBERS









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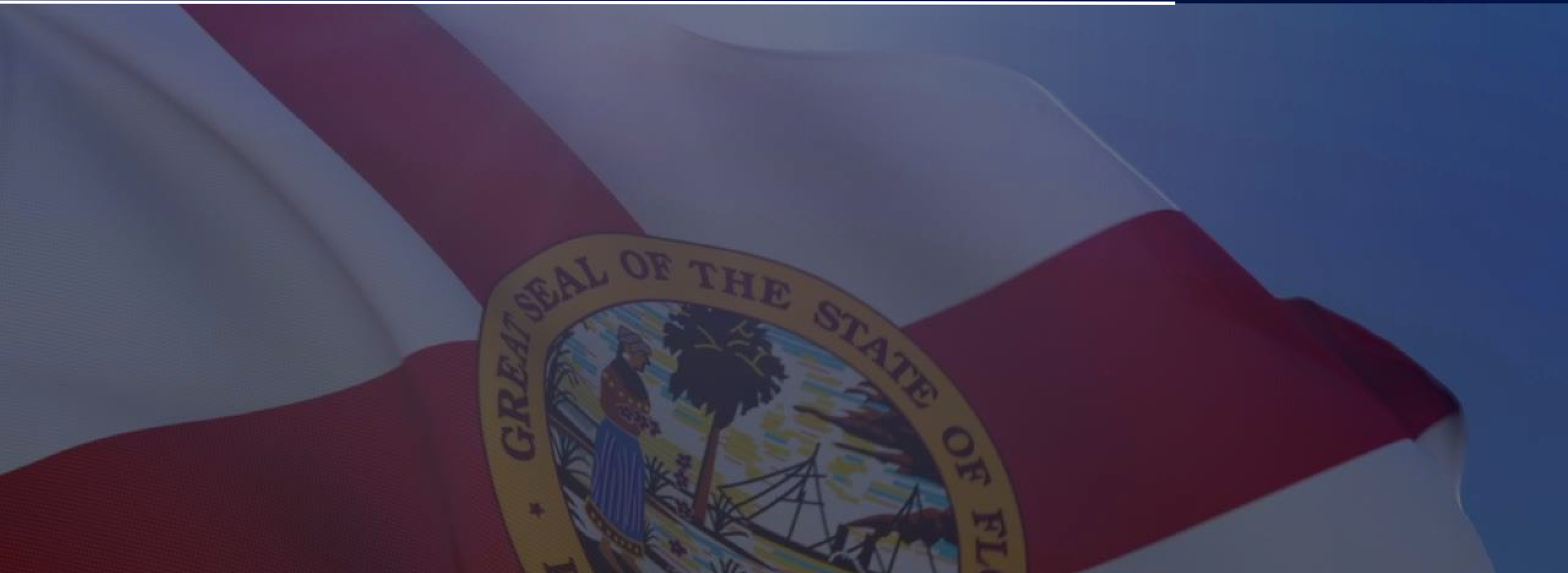
LEADERSHIP PRIORITIES



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GOVERNOR

GOVERNMENT AND CORPORATE ACTIVISM HB 3

- Signed into law by Governor on May 1.
- Prohibits Environmental, Social, and Governance (ESG) considerations in pension funds, bonding/ lending decisions, and state contracting.
- Prohibits discrimination by financial institutions on the basis of religious beliefs.
- Prohibits banks engaging in corporate activism from holding public deposits as a Qualified Public Depository (QPD).
- Prohibits financial sector from considering "Social Credit Scores."
- Directs the AG, CFO, and Commissioner of Financial Regulation to enforce provisions to the fullest extent of the law.

IMMIGRATION SB 1718

- Private businesses to use E-Verify if they have more than 25 employees.
- Imposes third-degree felony if knowingly hiring illegal immigrants.
- Removes Florida from recognizing Alien Registration Cards (Green Cards).
- Creates second-degree felony for smuggling illegal immigrant children or five or more people illegally.
- Collects illegal immigrant DNA for a database.
- Prohibits a county or municipality from providing funds to person, entity, or organization to issue an identification card or other document to an individual who does not provide proof of lawful presence in the U.S.
- Requires any hospital accepting Medicaid to include on its admission forms a question about whether the patient is a U.S. citizen, lawfully present in the U.S., or not legally present in the U.S.
- Requires hospital to provide quarterly report to AHCA with number of ER visits or hospital admissions by patients who responded to the above question in each category.

DEATH PENALTY REFORM SB 450

- SB 450 passed and signed into law.
- Removes the previously required jury unanimity for a death penalty sentencing recommendation to the Court.
- Priority legislation arose following the life sentence recommendation for the Marjory Stoneman Douglas murderer.
- Lowers the threshold to "at least eight jurors" for a death sentence recommendation.

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GOVERNOR

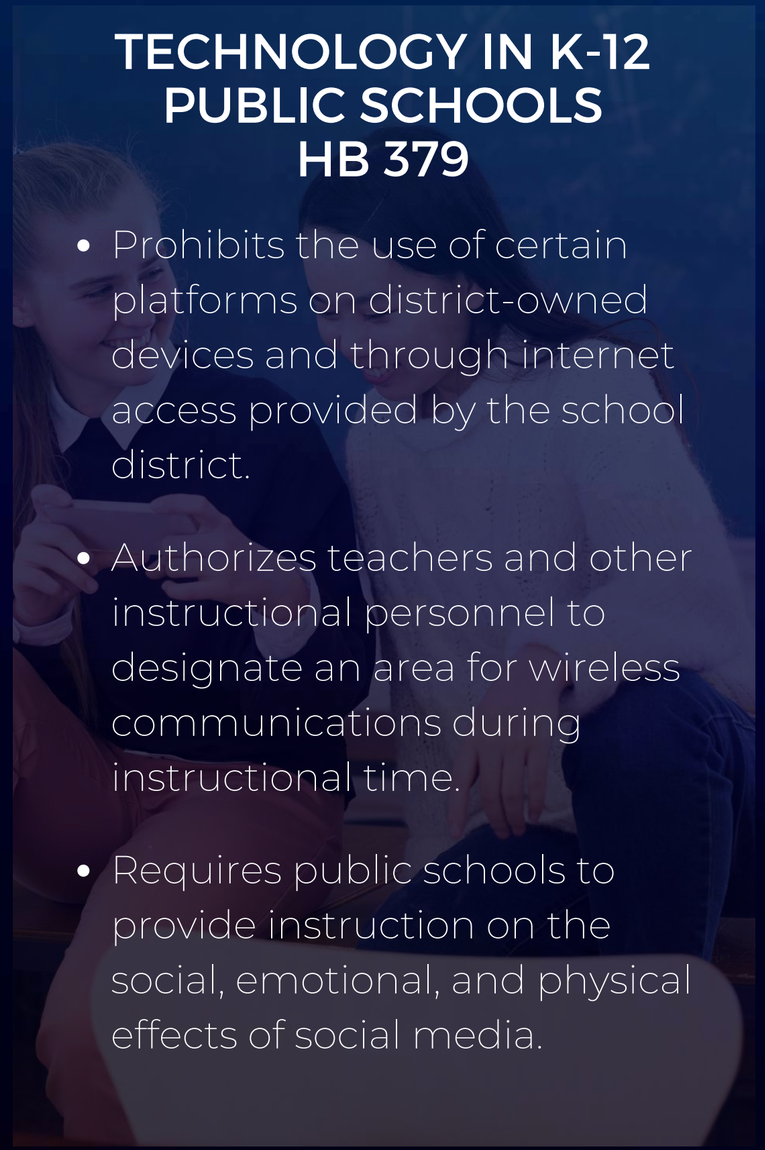
DISNEY/REEDY CREEK

- 2022 legislation sunset the Reedy Creek Improvement District. House and Senate, in special session, reconstituted the district with several substantive changes.
- Replaced the elected board of commissioners with one appointed by the Governor.
- Prior to the new board taking effect, the RCID passed land development regulations that – from the perspective of the Governor and Legislature – undermined the legislative intent.
- Additional legislation was filed and passed during 2023 session expanding the powers of the board to "undo" the previous action.
- Gives FDOT inspection authority over the monorail system.
- Gives FDACS inspection authority over Disney rides.

DATA PRIVACY/BIG TECH

- Prior to the start of session, the Governor again expressed his support for the data privacy bill.
- House and Senate considered legislation related to Technology Transparency which includes:
  - Protections for child safety.
  - Requires a customer "opt-in" for geo-tracking of specific locations and facial recognition technology.
  - Most notably, allows customers to "opt-out" of all first-party and third-party direct advertising, which may significantly impact small and medium size businesses that rely on social media platform direct advertising.
- Effective date for most of the bill (other than child protections) is July 1, 2024.

TECHNOLOGY IN K-12 PUBLIC SCHOOLS HB 379



- Prohibits the use of certain platforms on district-owned devices and through internet access provided by the school district.
- Authorizes teachers and other instructional personnel to designate an area for wireless communications during instructional time.
- Requires public schools to provide instruction on the social, emotional, and physical effects of social media.

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HOUSE

ELIMINATION OF EFI
HB 5

- Following significant negotiation between the House and Senate, HB 5 was ultimately amended and passed.
- Among other things:
  - Eliminates Enterprise Florida.
  - Eliminates several longstanding (even if underused) tax incentive programs.
  - Transfers significant economic development power and leadership to the newly-named Department of Commerce (previously Department of Economic Opportunity).

CONSTITUTIONAL CARRY
HB 543

In the days just before the start of session, the House – standing alongside the Florida Sheriffs Association and other law enforcement leaders – rolled out their bill to allow Floridians to carry concealed firearms without needing a concealed carry permit.

The bill was highly controversial but ultimately was passed and signed into law swiftly during the session.

TORT REFORM
HB 837

In short, the bill:

- Repeals one-way attorneys fees in insurance claims.
- Reduces statute of limitations for general negligence cases from 4 years to 2.
- Changes the negligence system from a pure comparative to a modified comparative.
- Significantly reforms bad faith framework.

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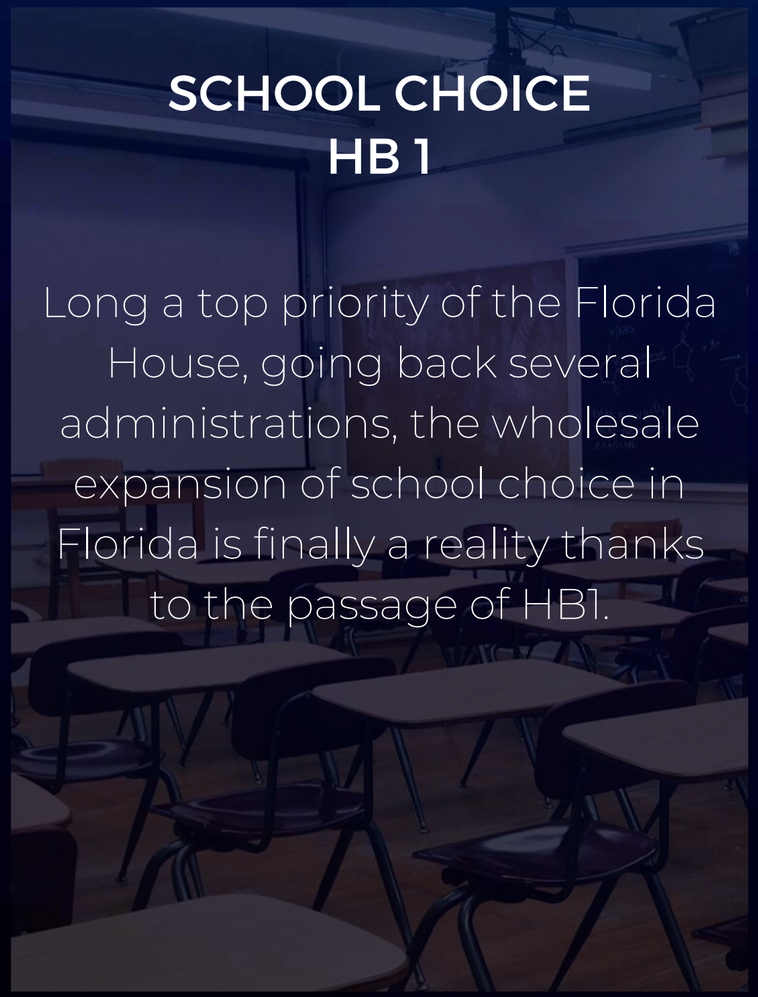
HOUSE

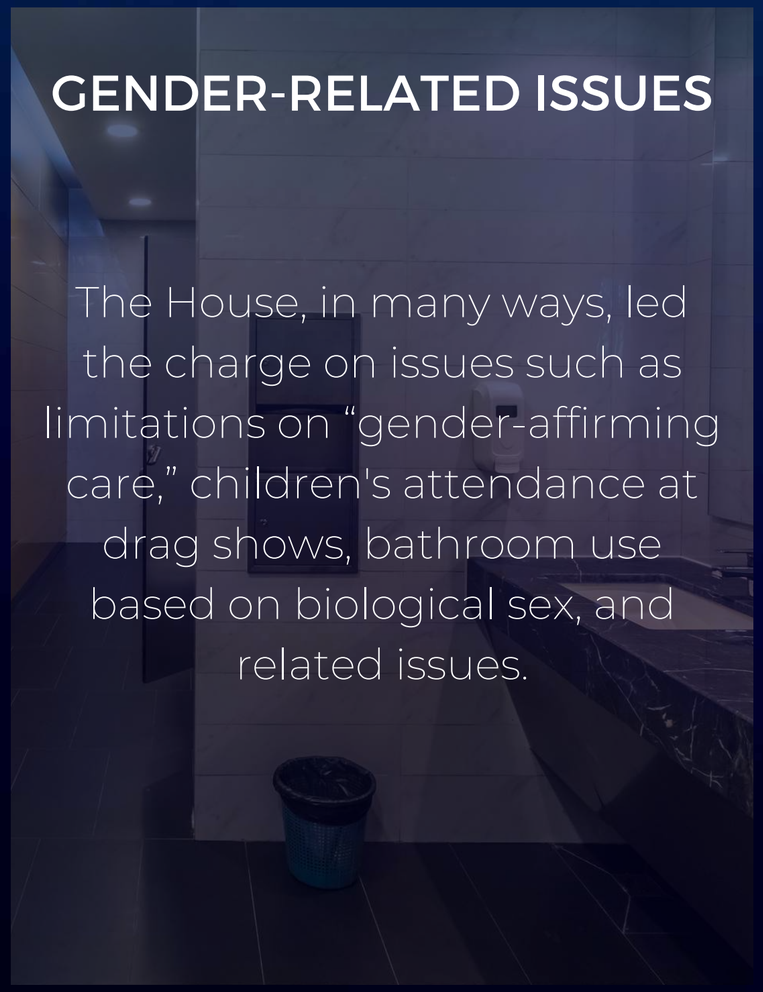


SCHOOL CHOICE HB 1

Long a top priority of the Florida House, going back several administrations, the wholesale expansion of school choice in Florida is finally a reality thanks to the passage of HB1.

PARENTAL RIGHTS IN EDUCATION EXPANSION HB 1069

Building upon 2022's controversial legislation, the House and Senate passed HB 1069 that extends the prohibition against classroom instruction around sexual orientation and gender identity through the 8th grade.



GENDER-RELATED ISSUES

The House, in many ways, led the charge on issues such as limitations on "gender-affirming care," children's attendance at drag shows, bathroom use based on biological sex, and related issues.

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SENATE

AFFORDABLE HOUSING SB 102

- Rolled out in January, passed swiftly by the House and Senate, and signed into law by the Governor.
- Preempts local rent control ordinances.
- Invests more than $700 million into housing projects and incentives.
- Fully funds the Sadowski Trust Fund (for SHIP and SAIL programs).
- Expands the “Hometown Heroes” down payment assistance program with $100 million in commitment.
- Preempts local governments that prohibit affordable developments by ordinance.
- Seeks to incentivize new and expanded developments for more affordable units.

LOCAL ORDINANCES SB 170

- Counties and cities must produce a “business impact estimate” prior to passing an ordinance, with exceptions.
- Estimate must be published on the local government’s website and include certain information.
- Imposes conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable.
- Properly noticed consideration of a proposed ordinance may be continued to a subsequent meeting under certain circumstances without further publication, mailing, or posted notice.

WILDLIFE CORRIDOR SB 106

- A top priority of Florida Senate President Kathleen Passidomo.
- Connects the Corridor to the Shared-Use Nonmotorized Trail Network (the SUN Trail Network) to the Wildlife Corridor, including components that connect to nature trails or other points of access within a park or natural area as parts of the SUN Trail Network.
- Trail projects within the Corridor should use previously disturbed lands.
- Projects should have existing local support to the greatest extent possible, including the potential for local funding and contributions by sponsors to support trail maintenance.
- Legislation funds at $200 million.

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THE BUDGET

BUDGET

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Largest in Florida's History

$117 billion

$7 billion larger than last year and $3 billion above the Governor's recommended budget submitted in February.

BUDGET

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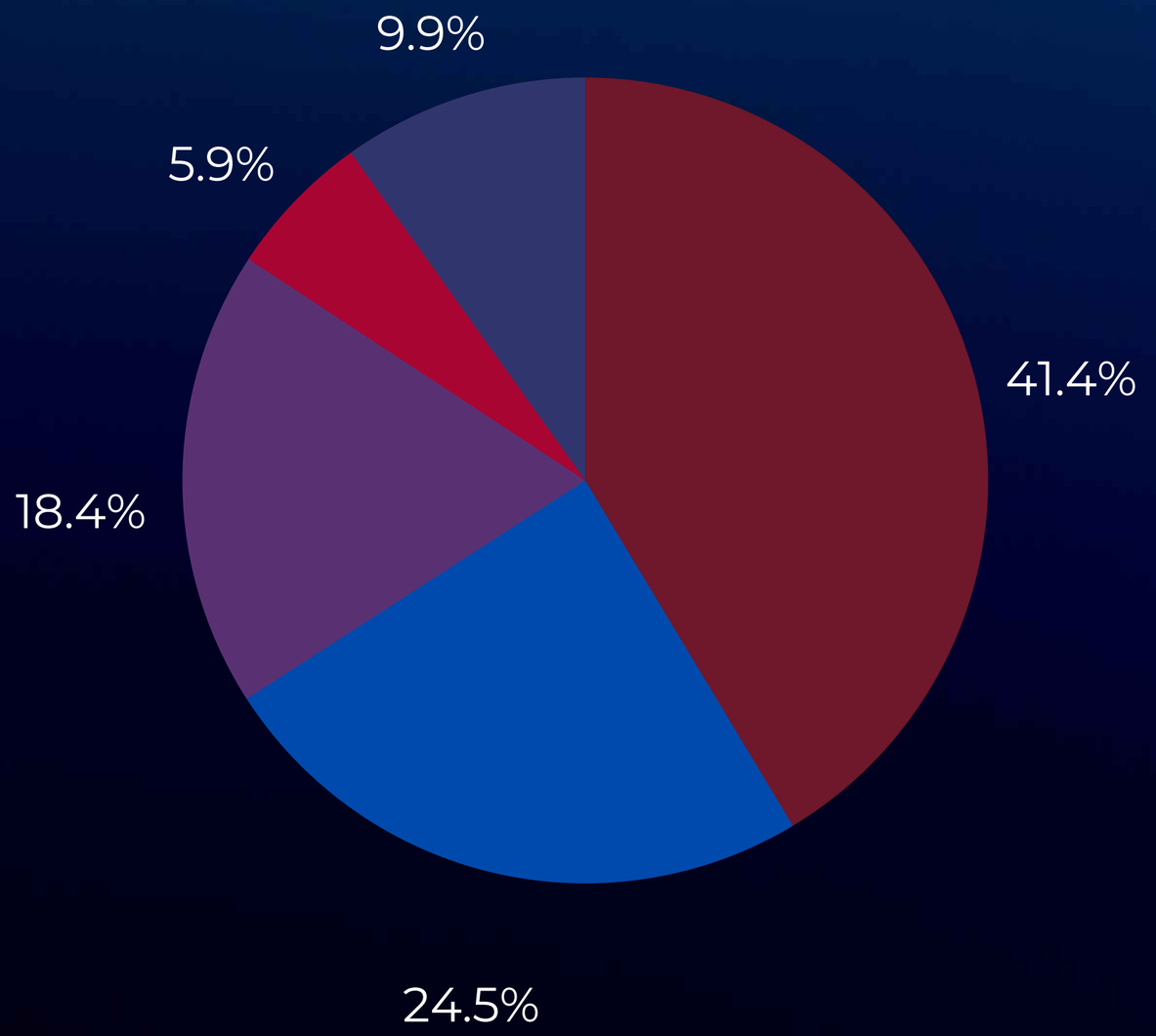
HEALTH AND HUMAN SERVICES
$47.3 BILLION

EDUCATION
$28 BILLION

TRANSPORTATION, TOURISM,
& ECONOMIC DEVELOPMENT
$21 BILLION

CRIMINAL & CIVIL JUSTICE
$6.7 BILLION

AGRICULTURE, ENVIRONMENT,
& GENERAL GOVERNMENT
$11.3 BILLION



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HEALTH AND HUMAN SERVICES

TOTAL BUDGET: $47.3 BILLION

- Expand KidCare Access - $20.6 million
- Expansion of Maternal Health Using Telehealth - $12.7 million
- Casey DeSantis Cancer Research Program funding increase - $27.5 million (totaling $127.5 million)
    - Passage of conforming bill (HB 5303) eliminates the requirement that an academic cancer center be based in Florida in order to participate in the program. The change allows Mayo Clinic, based in Rochester, Minnesota, to participate.

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EDUCATION

TOTAL BUDGET: $28 BILLION

- Total funding, including Local Revenues: $42.9 billion
- FEFP Total Funds increase is $2.2 billion or 9.04 percent
- FEFP increases in Total Funds per Student served by a district is $404.67, a 4.91 percent increase (from $8,243.44 to $8,648.11)
- Teacher Salary Increase - $252 million increase for a total of $1 billion
- Safe Schools Allocation - $40 million increase for a total of $250 million for School Safety Officers and school safety initiatives

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TRANSPORTATION, TOURISM, AND ECONOMIC DEVELOPMENT

TOTAL BUDGET: $21 BILLION

- **Department of Transportation**
  - Transportation Work Program - $13.6 billion
  - Local Transportation Initiatives Projects - $400.7 million
  - Moving Florida Forward Initiative - $4 billion
- **Department of Economic Opportunity**
  - VISIT Florida - $80 million
  - Job Growth Grant Fund - $75 million
  - Law Enforcement Recruitment Bonus Program - $20 million

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TRANSPORTATION, TOURISM, AND ECONOMIC DEVELOPMENT

- **HOUSING PROGRAMS SB 102- LIVE LOCAL ACT - FUNDED IN LEGISLATION**
- **TOTAL BUDGET: $711 MILLION**
  - Florida Hometown Heroes Program - $100 million
  - State Housing Initiatives Partnership (SHIP) - $252 million
  - State Apartment Incentive Loan Program (SAIL) - $259 million
  - Inflation Loan Program for SAIL - $100 million

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CRIMINAL AND CIVIL JUSTICE

TOTAL BUDGET: $6.7 BILLION

- Department of Corrections total budget - $3.3 billion
- Florida Department of Law Enforcement total budget - $490.9 million
  - Local Government Drone Replacement Grant Program - $25 million
  - Ballistic Testing Pilot Program within the FDLE - $3.5M allocated to the FDLE to purchase ballistic testing machines on behalf of local law enforcement agencies

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AGRICULTURE, ENVIRONMENT, AND GENERAL GOVERNMENT

TOTAL BUDGET: $11.3 BILLION

- Rural and Family Lands Protection Program - $100 million
- Florida Forever Programs and Land Acquisition - $1 billion, including:
  - Florida Communities Trust (FCT) - $15 million
  - Florida Wildlife Corridor - $850 million
  - Division of State Lands - $100 million

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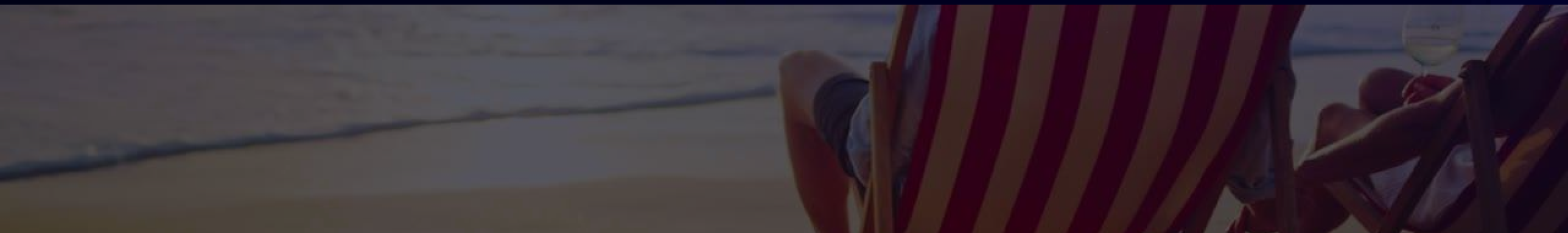
AGRICULTURE, ENVIRONMENT, AND GENERAL GOVERNMENT

- Water Projects - $433 million
- Everglades Restoration - $574.6 million
- Springs Restoration - $50 million
- Wastewater Grant Program - $200 million
- Florida Keys Area of Critical State Concern - $20 million
- Local Government Cybersecurity Grants - $40 million (Department of Management Services)

COMPENSATION AND BENEFITS

- 5% Pay increase for all state employees
- Retirement - enhanced benefits
  - Retiree Health Insurance Subsidy increase of up to $75 per month
  - DROP Program - Extension from 5 to 8 years for all employees, from 8 to 10 years for teachers
  - Special Risk - Reduced normal retirement to age 55 or 25 years of service
  - 2% increase to Investment Plan employer contributions



BUDGET

Budget Issues with Impact

EDUCATION
Sweeping FEFP changes for K12 education eliminates several categorical lines of spending while also increasing the Base Student Allocation (a House priority).

MOVING FLORIDA FORWARD
$4 billion in spending, which will expedite the completion of several projects around the state.

VISIT FLORIDA
$80 million in total appropriations, including $30 million in recurring funds.

INMATE WELFARE TRUST FUND
Increases the cap of available spending authority by the Department of Corrections to $32 million for workforce training and prison education programs.

HIGHER EDUCATION SPENDING
Major increases to university base operating funds and an extensive PECO spending list for capital projects.

BUDGET

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Local Projects

- FPUA Relocation of Wastewater Treatment Plant off Indian River Lagoon - $5 million
- St. Lucie County Homeless Veterans Community Village - $4.75 million
- City of Port St. Lucie Tom Mackie Boulevard Phase 4 - $3 million
- City of Fort Pierce Avenue D Road Improvement - $1.5 million
- City of Port St. Lucie Public Works Administrative Complex/Emergency Operations Center - $1 million
- St. Lucie County District 19 Medical Examiner Facility Planning and Design - $1 million
- St. Lucie County Myers Stickle Preserve - $800,000

BUDGET

Tax Cut Highlights

BUSINESS RENT TAX
Reduces the tax by one penny from 5.5% to 4.5% ($400 million state impact)

GAS STOVES
Permanent sales tax exemption on gas stoves.

NATURAL GAS/ENERGY STAR
A two-year extension of the sales tax exemption on natural gas fuel and a one-year sales tax holiday on Energy Star appliances.

TOLL RELIEF PROGRAM
Toll Relief Program, signed by the Governor in December, will run through the end of the year.

“FREEDOM SUMMER” SALES TAX HOLIDAY
May 29, 2023 - September 4, 2023

"BACK TO SCHOOL" SALES TAX HOLIDAY
July 24, 2023 - August 6, 2023
January 1, 2024 - January 14, 2024

"DISASTER PREPAREDNESS" SALES TAX HOLIDAY
May 27, 2023 - June 9, 2023

"TOOL TIME" SALES TAX HOLIDAY
September 2, 2023 - September 8, 2023

HB 7063 Taxation

Permanently exempts the sale of the following products from sales and use tax:

- Machinery and equipment used to produce renewable natural gas.
- Machinery and equipment used to store electrical energy of at least 5 megawatts.
- Baby and toddler products.
- Diapers and incontinence products.
- Oral hygiene products.
- Firearm safety devices.
- Sales of taxable services by small private investigative services.

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ISSUES WITH IMPACT

SIX-WEEK ABORTION BAN
SB 300

- Heavily debated in both chambers throughout the first two-thirds of session.
- Legislature passed (and the Governor quickly signed) the “Heartbeat Bill.”
- Lowers Florida’s abortion ban from 15 weeks (passed in the 2022 session) to 6 weeks.
- Provides exception for abortions until 15 weeks for pregnancies resulting from rape, incest, or human trafficking, provided there is supporting documentation such as a restraining order, medical record, or police report.
- 15-week ban is still under consideration by the Florida Supreme Court and will have an impact on this law.

VACATION RENTALS
SB 714 (FAILED)

- Despite significant work toward a consensus and supported by local governments, hospitality interests, and vacation rental groups alike, the bill died on the final day of session.
- House amended language on day 59, stripping local governments of oversight authority, and the Senate refused, on Day 60, to concur with the House's position.

FLOODING AND SEA LEVEL RISE VULNERABILITY STUDIES
HB 111

- Expands the requirement for public entities to conduct a SLIP study before commencing construction of certain state-financed coastal structures to apply the requirement to certain structures within any area at risk due to sea level rise, not just places within the coastal building zone.

- Expands the Resilient Florida Grant Program to provide funding to: Municipalities and counties for feasibility studies and permitting costs for nature-based solutions that reduce the impact of flooding and sea level rise and Water management districts to support local government adaptation planning.

- Analysts estimate that Florida could lose more than $300 billion in property value by 2100 due to rising sea levels and flooding.

- Specifies that the public entity is solely responsible for ensuring that the SLIP study submitted to DEP for publication meets these requirements and requires DEP to publish and maintain a copy of all SLIP studies for at least ten years after receipt.

- Specifies that the failure to implement what is contained in the SLIP study does not create a cause of action for damages or otherwise authorize the imposition of penalties by a public entity.

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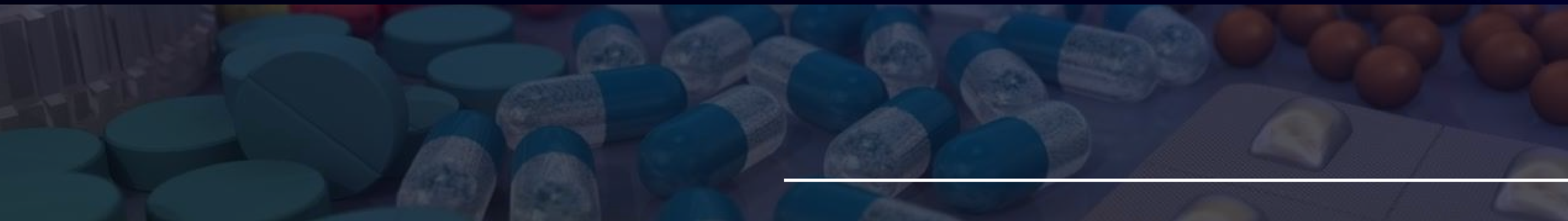
PHARMACY BENEFITS MANAGERS
SB 1550

- Prevents the practice of “spread pricing,” which allows PBMs to be reimbursed by an insurer or employer while paying the pharmacy a lower price to distribute the drug.
- Restricts PBMs that have affiliated pharmacy businesses.
- Prevents PBMs from having affiliated pharmacies within their business network.
- Prevents PBMs from requiring patients to receive prescriptions by mail.
- Bars PBMs from penalizing pharmacists for telling patients about alternative medications that may reduce costs.
- Forbids PBMs from incentivizing patients to use PBM-affiliated pharmacies.



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K12 CHANGES

FEFP CHANGES

House and Senate removed several categorical items in the Florida Education Finance Program (FEFP) while increasing the Base Student Allocation. “Modernizing” the FEFP has long been a House priority to streamline education spending and make it easier for the “money to follow the student.”

8-YEAR TERM LIMITS

The Legislature moved term limits from 12 (passed last year) to 8 and is sending a question to the 2024 statewide ballot that would require school board elections to be partisan.

CHARTER SCHOOL CAPITAL OUTLAY

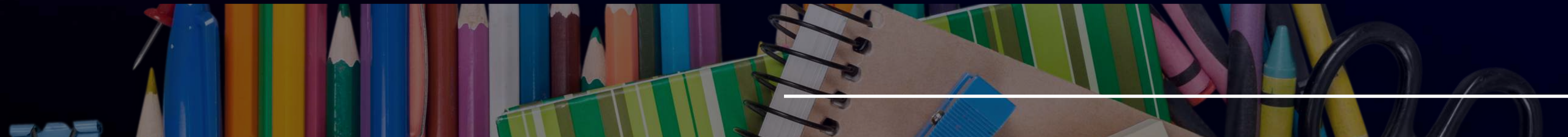
Under legislation passed by Rep. Jennifer Canady and Sen. Travis Hutson, school districts must share capital outlay funds with charter schools in their county. The bill is phased in over five years to give districts time to fully implement it.

TEACHER BILL OF RIGHTS

Creates a statutory presumption that a teacher’s actions taken to restore safety in a classroom are necessary; establishes a “Heroes in the Classroom” bonus program for retired first responders or veterans to enter the teaching profession; and establishes the "Duel Enrollment Educator Scholarship Program" to help high school teachers pursue graduate degrees and credentials.

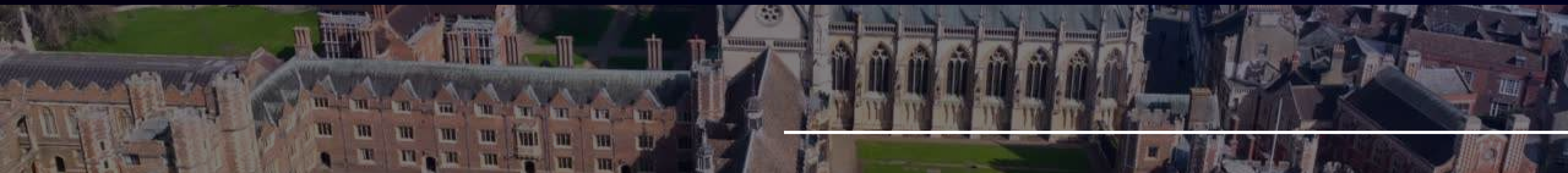
PAYCHECK PROTECTION

Long sought by Republicans in the Legislature, the bill (already signed by the Governor) prohibits teacher’s union dues from being deducted directly from paychecks and increases the membership threshold for collective bargaining from 50 to 60%.



HIGHER ED GOVERNANCE, TENURE, AND DEI REFORM
SB 266

- Board of Governors (BOG) must include the state's economic development needs and nondegree credential attainment in mission statements and strategic plans.
- Directives for universities on programs regarding specified discriminatory theories ("wokeness").
- Prohibits any oath for new hires unless the oath is allegiance to the United States Constitution.
- University presidents must present the BOG with evaluations of employees making over $200,000. Allows BOG to track employees making this salary and their teachings.
- Intended to create “uniformity” across state universities by providing restrictions on public education institution spending and the inclusion of diversity, equity, and social and political activism.
- Exceptions: student organizations, compliance with the law, accreditation, and access programs.



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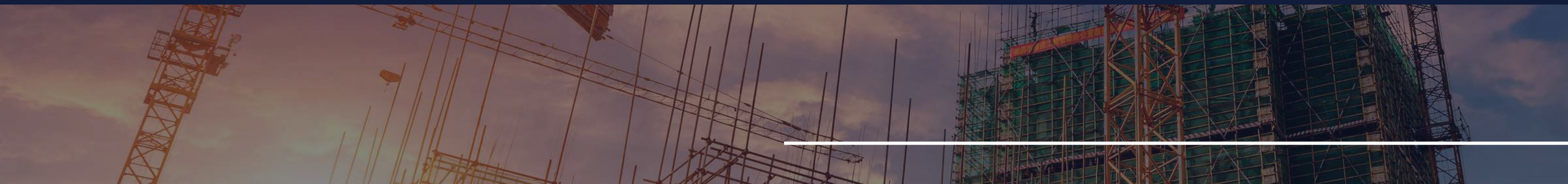
QUICK HITS

CONSTRUCTION DEFECTS
SB 360

- Shortens the statute of repose for a construction defect claim (founded on the design, planning, or construction of an improvement to real property) from 10 years to 7 years.
- Clarifies the trigger for starting the statute of repose clock is the EARLIEST of certificate of completion, temporary certificate of occupancy, certificate of occupancy, or date of abandonment if construction is not completed.
- Provides a definition for “material violation” of the Florida Building Code and clarifies that only material violations are actionable under Florida’s construction defects statute.

TOURISM DEVELOPMENT
HB 7053 (FAILED)

- Proposal developed and moved through committee by Florida House leaders would have eliminated state funding for Visit Florida.
- Required that locally-collected Tourist Development Tax Revenues be paid to Visit Florida to fund its operations.
- Would have required 75% of Visit Florida revenues to be spent in fiscally constrained counties.
- Heard and passed through only one committee and never gained any traction in the Florida Senate.



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DRONES
HB 645

- Two bills related to the use of drones were heard and passed through the House and Senate.
- Expands the list of critical infrastructure facilities over which flying a drone without permission is illegal.
- List now includes seaports, airports, military installations, and power plants.
- The second bill paves the way for the future of “drone ports,” from which retail and other deliveries might soon be made in the ever-changing market.

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LOCAL GOVERNMENT

LOCAL GOVERNMENT ISSUES

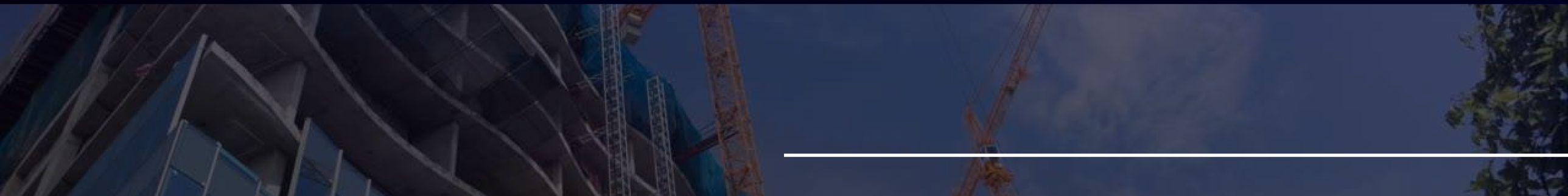
GRAYROBINSON

SB 346 - PUBLIC CONSTRUCTION

- Increases competition on public works projects where any state funding is present, preempting local government procurement mandates.
- Streamlines and clarifies Florida's Prompt Pay law on public works projects by:
  - Decreasing wait times for public entities to pay on approved invoices.
  - Requiring disputes over monies by the public entity to be made in writing.
  - Requiring release of all monies owed at punch list/close-out work, including retainage.
  - Allowing public entities to hold onto up to 150% of the total cost of value of punchlist work until completion.

HB 401 - SOVEREIGN IMMUNITY (FAILED)

- Dead for this session. However, significant negotiation occurred between House, Senate, and stakeholders, especially following the passage of the previously referenced Tort Reform legislation.
- House proposal increased caps for damages against state and local government entities to $2.5 million per person and $5 million per incident.
- Senate proposal, which never moved, also increased caps but to a much lower amount.
- We expect this back again during the 2024 Legislative Session.



PREEMPTION

HB 1281 - PREEMPTION OVER UTILITY SERVICE RESTRICTIONS

- Preempts local governments from restricting or prohibiting the use of any appliance, including a stove or grill, which uses any type of fuel source, except as necessary to enforce the Florida Building Code or Florida Fire Prevention Code.

SB 752 - TEMPORARY COMMERCIAL KITCHENS

- Regulates temporary commercial kitchens in the same manner as mobile food delivery vehicles (MFDVs or food trucks).
- Preempts regulation of licenses, registrations, permits, and fees for temporary commercial kitchens to the state.
- Authorizes MFDVs and temporary commercial kitchens operated on the same premises of a separately licensed public food service establishment to operate during the same hours of operation as the separately licensed public food service establishment.

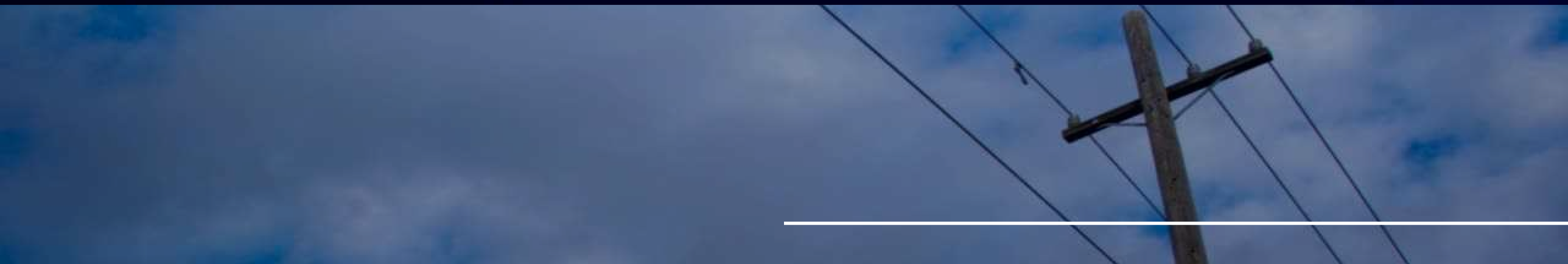
MUNICIPAL UTILITIES

SB 1380 - MUNICIPAL ELECTRIC UTILITIES (FAILED)

- Subjected municipal electric utilities operating outside of the municipality's corporate boundaries to full Public Service Commission regulation.
- Would have essentially regulated a municipal utility as if it was an investor-owned electric utility.
- Failed in Regulated Industries Committee.

HB 1331 - MUNICIPAL UTILITIES (FAILED)

- Placed limits on the portion of municipal utility revenues that may be used to fund or finance a municipality's non-utility-related general government functions.
- Failed in Commerce Committee.
- Both bills likely to return next year.



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LOOKING AHEAD

Governor action on budget.
Early session and quick turnaround for committee weeks and bill filings.
More special sessions?

2024 FLORIDA LEGISLATIVE SESSION DATES

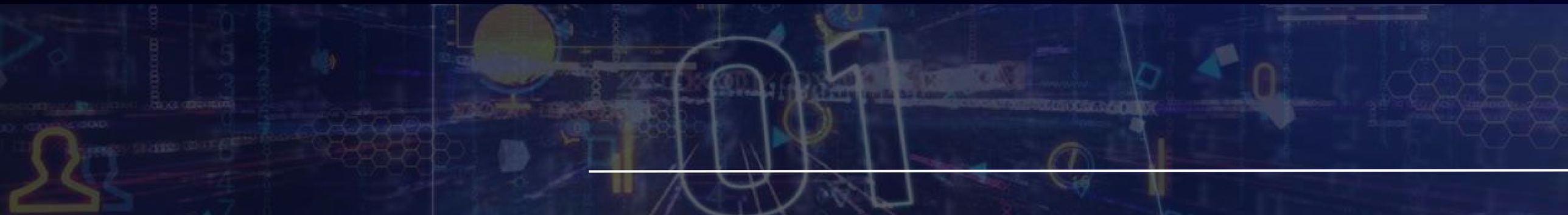
Interim Committee Weeks

- Week of September 18-22, 2023 (House Only)
- Week of October 9-13, 2023 (Senate Only)
- Week of October 16-20, 2023
- Week of November 6-9, 2023
- Week of November 13-17, 2023
- Week of December 4-7, 2023
- Week of December 11-15, 2023

THE 2024 REGULAR SESSION CONVENES ON TUESDAY, JANUARY 9, 2024.

2024 FEDERAL ELECTION DATES

- August 2023: Opening Republican Presidential Debate
- January 22, 2024: Iowa Republican presidential caucuses
- February 3, 2024: South Carolina Democratic primary
  - *(subject to change)*
- March 5, 2024: Super Tuesday
- March 19, 2024: Florida Presidential Preference Primary
- July 15-18, 2024: The Republican National Convention
- August 19-22, 2024: The Democratic National Convention
- November 5, 2024: General Election



THANK YOU

GRAYROBINSON

City Commission Regular Meeting **11. a.**

Meeting Date: 06/05/2023

Re: Approve award to Johnson-Davis, Incorporated for Fernandina Street and Porpoise Avenue Drainage Improvements

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve award to Johnson-Davis, Incorporated for Fernandina Street and Porpoise Avenue Drainage repairs in the amount not to exceed $107,910.00

SUMMARY:

The drainage in the area surrounding Fernandina Street and Porpoise Avenue is an ongoing issue.The roadside swales in this area hold water for an extended period of time after rain events. Initial camera investigations of the roadway pipes showed blockage and dirt compaction.The proposed work will investigate the existing conditions, which include cleaning pipes, the baffle box at the intersection of Fernandina Street and Porpoise Avenue, roadway stormwater conveyance and outfall pipes and installation of check valves at outfalls. The proposed work will also assist the stormwater management design for the Granada Street (Porpoise Avenue to Gulfstream) roadway design.

RECOMMENDATION:

Pursue investigation through the emergency contract. Johnson Davis performed initial investigations due to increased flooding and outfall backflow issues during recent rain events. In preparation for the upcoming storm season, work (check valve installations, pipe clean outs, etc) is time sensitive to further mitigate flooding concerns.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Johnson-Davis, Incorporated

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2023
Account:	403-4300-534900
Amount:	$107,910.00

FISCAL IMPACT:

The funds for this project shall be encumbered from SMU Account No. 403-4300-534900 in the amount of $107,910.00

Attachments

Fernandina and Porpoise Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/30/2023 11:09 AM
City Manager	Nick Mimms	05/31/2023 07:36 AM
Form Started By: Venetia Barnes		Started On: 05/03/2023 04:49 PM
Final Approval Date: 05/31/2023		

JOB NAME: FERNANDINA ST. AND PORPOISE AVE

Item #	DESCRIPTION	BID Quantity	U.M.	J.D. QTY		BID	AMOUNT
	MOBILIZATION	1.00	LS	1.00		5,900.00	5,900.00
	GENERAL CONDITIONS	1.00	LS	1.00		8,500.00	8,500.00
	MAINTENANCE OF TRAFFIC INCLUDING FLAG MEN	1.00	LS	1.00		2,700.00	2,700.00
	INVESTIGATE EXISTING CONDITONS	1.00	LS	1.00		17,250.00	17,250.00
	REMOE AND RESET INLET TOP	2.00	EA	2.00		2,400.00	4,800.00
	REMOVE AND DISPOSE EXISTING PIPE	42.00	LF	42.00		30.00	1,260.00
	MODIFY EXISTING STRUCTURE	4.00	EA	4.00		1,900.00	7,600.00
	CONNECT TO EXISTING 18" PIPE	1.00	EA	1.00		2,500.00	2,500.00
	18" WAPRO CHECK VALVE	2.00	EA	2.00		13,400.00	26,800.00
	18" RCP	42.00	LF	42.00		250.00	10,500.00
	18" DR11 HDPE	20.00	LF	20.00		350.00	7,000.00
	ADDITIONAL DESILTING	1.00	LS	1.00		5,000.00	5,000.00
	FLORATAM SOD	675.00	SY	675.00		12.00	8,100.00
							$ 107,910.00

* Notes

Bond is not included in our proposal.
No permits other than NOI are included.

*General Conditions Include…

Notice of Intent.
Portable Sanitary Facilities.
Pre Construction Video.
Density Testing.
Certified As-Builts.
Sprinkler Repair.

City Commission Regular Meeting **11. b.**

Meeting Date: 06/05/2023

Re: Piggyback FPUA Contract with Mastec Avenue B Dry Utility Installation

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval to Piggyback the FPUA Contract with Mastec North America, Inc. and a Purchase Order in the amount of $273,561.36 to install conduits and related fixtures for AT&T and Comcast for the Avenue B Roadway Construction Project.

SUMMARY:

Staff requested a cost proposal from the prime Contractor Heavy Civil, and from Mastec. Heavy Civil cost proposal for this additional work was $367,845.00. Mastec's proposal for this work is $273,561.36. Mastec will be performng the FPUA underground relocations for the project.

RECOMMENDATION:

Staff is requesting approval of a Purchase Order in the amount of $273,561.36 be issued to Mastec, Piggybacking FPUA unit price contract with Mastec, to perform the installation of conduits and related fixtures for AT&T and Comcast.

ALTERNATIVES:

The City may award a Change Order to Heavy Civil Inc, in the amount of $367,845.00 or the CIty could issue an RFQ for additional dry utility work delaying the project by a minimum of 90 days.

RESPONSIBLE STAFF:

Selena Griffett, Project Engineer

COORDINATED WITH:

City Engineer
Purchasing

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2023

Account: 114-1111-519-6310

Amount: $273,561.36

OTHER INFORMATION:

Funds to be provided by the Infrastructure Surtax Account 114-1111-519-6310

Attachments

Mastec

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/19/2023 02:26 PM
City Manager	Nick Mimms	05/24/2023 09:29 AM
Finance Department	Johnna Morris	05/30/2023 11:12 AM
City Manager	Nick Mimms	05/31/2023 07:39 AM

Form Started By: Georgia Montgomery Started On: 05/18/2023 04:38 PM

Final Approval Date: 05/31/2023

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date:	**April 4, 2023**
To:	**Mastec North America, Inc** **800 S Douglas Road** **Coral Gables, FL 33134** **Attn: Jeffrey Schmidt, Vice President**
Bid Proposal:	**Electric Underground Unit Price Contract~** **Avenue B Dry Utility Installation** **Piggyback FPUA Contract ITB No. 22-06**
Approved by City Commission:	**March 20, 2023**
Award Amount:	**Not to Exceed: $273,561.36**

The City of Fort Pierce has accepted your bid for Electric Underground Unit Price Contract, Piggyback Fort Pierce Utilities Authority Contract No. ITB No. 22-06. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between the City and Contractor

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete Certificates of Insurance and Endorsements.
3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return documents enclosed within ten (10) days after receipt, via email or mail to:

Email:
Attn: Purchasing Manager
CITY OF FORT PIERCE
purchasing@cityoffortpierce.com
Fort Pierce, FL 34950

Delivery Address:
CITY OF FORT PIERCE
Attn: Purchasing Manager
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will forward a fully executed copy of the Contract Documents and the Purchase Order to your firms point of contact, Lisandro Rosales.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: _____
Gelencia Carter, MPA, Purchasing Manager

Date: 4-04-23

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
MASTEC NORTH AMERICA, INC.

BY: Manuel Arismendy

Digitally signed by Manuel Arismendy
Date: 2023.04.26 16:11:23 -04'00'

Manuel Arismendy

Senior Vice President Southeast/Gulf Coast
(Title)

4/26/2023
(Date)

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Mastec North America Inc.** (Thereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.

2. The parties agree that the Vendor has entered a contract with the **Fort Pierce Utilities Authority, said** contract being identified as**: Electric Underground Unit Price Contract # ITB No. 22-06** (said original contract being referred to as the "original government contract").

3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.

4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:

   a) Time Period ("Term") of agreement**: <u>No Change</u>**
   b) Insurance Requirements: **<u>No Change</u>**
   c) Any other provisions that will be modified: **<u>No Change</u>**
   Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in Exhibit "A", the Vendor agrees to send notices, invoices and will conduct all business with:

   City of Fort Pierce, Florida
   Attention: Finance
   100 N. U.S. Hwy 1
   Fort Pierce, FL 34954
   Telephone: (772) 467-3000
   Email: dfaniel@cityoffortpierce.com

d) The City's Project Manager and associated contact information is listed below:

Name: Selena Griffett
Title: Project Engineer
Address: 100 N U.S Hwy 1
Fort Pierce, FL 34950
Telephone: 772-467-3780
Email: sgrifett@cityoffortpierce.com

5. Notwithstanding anything in **Exhibit "A"** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

6. Notwithstanding any other provision in **Exhibit "A"** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-biding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

7. All other provisions in the original government contract (**Exhibit "A"**) are fully binding on the parties and will represent the agreement between the City of Fort Pierce and the Vendor.

Entered this _____day of 2023.

MASTEC NORTH AMERICA, INC.:

By: Manuel Arismendy Manuel Arismendy Digitally signed by Manuel Arismendy Date: 2023.04.26 16:09:34 -04'00'

Title: Senior Vice President Southeast/Gulf Coast

Date: 4/26/2023

Attested by: _____

Name: _____

CITY OF FORT PIERCE:

By: _____

Title: _____

Date: _____

Attested by: _____

Name: _____

Approved as to Form and Correctness:

Name: _____

Exhibit A – Original Government Contract (Fort Pierce Utilities Authority)
Exhibit B – Project Statement of Work

MasTec

SECRETARY'S CERTIFICATE

I, ALBERTO DE CARDENAS, THE UNDERSIGNED, HEREBY CERTIFY that I am the Corporate Secretary of MasTec North America, Inc., a Florida corporation, (the "Corporation"), and hereby further certify that:

1. Manuel Arismendy is the duly qualified and acting Senior Vice President – Operations, Utility Services Division of the Corporation and he continues to occupy such office as of the date hereof.

2. Manuel Arismendy, Senior Vice President – Operations, Utility Services Division of the Corporation, is duly authorized and empowered on behalf of the Corporation to execute, deliver, and bind the Corporation with respect to bids, confidentiality agreements, contracts and commercial agreements and that authority has not been repealed or rescinded and is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of April, 2023.

Alberto de Cardenas
General Counsel and Secretary

[CORPORATE SEAL]

MasTec North America, Inc. CORPORATE SEAL 1998 FLORIDA

EXHIBIT "A"

FORT PIERCE UTILITIES AUTHORITY AGREEMENT

FOR

ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

FORT PIERCE UTILITIES AUTHORITY AGREEMENT
FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Agreement is made this between Fort Pierce Utilities Authority (FPUA) and MasTec North America, Inc., of the City of Coral Gables, State of Florida, hereinafter referred to as Contractor.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA. Terms used in this Agreement, which are defined in the Standard General Conditions of the Construction Contract (Standard General Conditions), shall have the meanings assigned to them in the Standard General Conditions or as modified in the Supplementary Conditions.

Section 2

Contractor is hereby contracted with to perform the following services: Installation and/or repair of electric underground facilities in accordance with Bid No. ITB 22-06, attachment B AND FEMA Addendum 00510A appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Agreement.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: FPUA electric service territory

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Electric Underground Unit Price Contract, Bid No. ITB 22-06 job.

Section 5

Contractor shall be paid by FPUA in the following manner: Task Orders with Monthly Progress Payments and in accordance with the Local Government Prompt Payment Act, Sections 218.70-79. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total annual job price: not to exceed $750,000.00 (Seven hundred fifty thousand dollars and no cents) annually, on the terms contained in Contractor's said Bid for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Agreement.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Agreement, during the performance of this Agreement, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Contract Documents, which comprise the entire agreement between FPUA and Contractor, are designated as follows:

1. This Agreement
2. Drug-Free Work Place Form
3. Trench Safety Act Certification of Compliance
4. Non-Collusion Affidavit
5. Performance Bond
6. Payment Bond
7. Notice of Award
8. Notice to Proceed
9. Task Order
10. Certificate of Substantial Completion
11. Affidavit
12. Final Release of Lien
13. Application for Payment
14. Change Order
15. Bid Form
16. Standard General Conditions
17. Supplementary Conditions
18. Specifications (materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto)
19. Exhibit T – PVC Conduit & Fittings Technical Specifications
20. All Addenda
21. Documentation submitted by Contractor prior to Notice of Award: Contractor's Bid Submission pages 1 to 62, inclusive, and Best and Final Offer (BAFO) Acceptance dated 09/06/2022.

22. The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the Standard General Conditions.

The documents listed following 1 above are incorporated here by reference expressly made part of this Agreement except as noted otherwise above. There are no Contract Documents other than those listed above in this Section 8.

Section 9

This Agreement shall commence on October 5, 2022 and end on September 30, 2023. There shall be four (4), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties, with escalation agreed upon in but not to exceed the Engineering News Record Construction Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Agreement will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

This Agreement may be terminated in accordance with Article 15 of the Standard General Conditions.

Section 13

A. **Indemnification.** Contractor's indemnification shall be in accordance with Article 6.20 of the Standard General Conditions.
B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
C. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. **Choice of Law and Venue.** This Agreement shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, effective January 1, 2021, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the

work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract with, or subcontract with any person not authorized to work in the united states, and the contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. A contract terminated under 448.095(2)(c) is not a breach of contract and may not be considered as such.

G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

1) Keep and maintain public records required by FPUA to perform the service;

2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;

4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform

the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed and delivered in the presence of:

MASTEC NORTH AMERICA, INC.

BY: _____
Signature/Officer of Firm (Manual)

Jeffrey C. Schmidt P.E.
Name (Typed or Printed)

TITLE: Executive Vice President

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: 10/18/22

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

SECTION III – REQUIRED LIMITS OF INSURANCE

ATTACHMENT A

TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA (and if required the project engineer) and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in

SECTION III – REQUIRED LIMITS OF INSURANCE

the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000 Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

SECTION III – REQUIRED LIMITS OF INSURANCE

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:
FPUA (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Management
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpua.com

(Rev. 2/2019)

ATTACHMENT B

Fort Pierce Utilities Authority
Regulatory Affairs
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

September 2, 2022

VIA E-MAIL TO: Maureen.popovich@mastec.com

Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

RE: ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT- BEST AND FINAL OFFER

Dear Mr. Mas:

Fort Pierce Utilities Authority (FPUA) has reviewed the bid that your company submitted in response to ITB No. 22-06 Electric Underground Unit Price Contract, along with the other submitted bids. At the Non-mandatory pre-bid meeting FPUA confirmed that two or more contractors would be selected. Due to the substantial disparity across the bids submitted, it will be nearly impossible to ensure there is equity between the required utility work and the assigned contractor(s).

Therefore, FPUA is proposing the attached revised/averaged FPUA Best and Final Offer (BAFO) Unit Price Bid Form (Attachment A) for your company's consideration. Please submit the BAFO form as a replacement for your original ITB Response Form submittal. You must submit the BAFO to the Fort Pierce Utilities Authority, Purchasing Program Manager, on or before Wednesday, September 14, 2022 by 2:00 PM to be considered for selection for contract negotiations.
This document must be signed by a company officer or director listed on the company's Annual Report that is filed with the State of Florida (Florida Division of Corporations (www.sunbiz.org).

If signed by someone other than one of the people listed on the attached Annual Report, please include a copy of a Secretary's Certificate, Board Resolution or other documentation to show that they have the authority to sign contracts for the company.

If two or more contractors do not accept the FPUA revised Bid Form, FPUA will recommend award of the contract to the responsible bidder with the lowest overall responsive bid.

This letter is only an invitation to participate further in the Bid process; it does not convey or imply anything more. This letter is not intended to be an award of the bid or binding commitment to contract, nor will FPUA be obligated in any manner until a formal written contract has been executed by all necessary parties.

Sincerely,

Nancy Palka
Purchasing Program Manager

Enclosure

ATTACHMENT B

BEST AND FINAL OFFER

FORT PIERCE UTILITIES AUTHORITY
INVITATION TO BID (ITB) NO. 22-06
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Requested By: Nancy J. Palka, Purchasing Program Manager
Phone: 772-466-1600 x3272

Submit by: 2:00 PM, Wednesday, September 14, 2022 by mail, personal delivery, e-mail.

E-mail Preferred

Mailing Address: PO Box 3191, Fort Pierce, FL 34948-3191
Physical Address: 500 Boston Avenue, Fort Pierce, FL 34950-4291
E-mail: PurchasingManager@FPUA.com
Fax: 772-465-0267

This document represents your "Best and Final Offer" and shall be made part of your response to ITB No. 22-06. This "Best and Final Offer" will supersede any and all other bid offers submitted by your firm.

BID RESPONSE SUBMISSION OF:
Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

Contractor agrees to the "price not to exceed" for labor unit price, and the material cost plus markup percentage for the FPUA Best and Final Offer (BAFO) Unit Price Bid Form for Invitation to Bid No. 22-06, Attachment A.

Your signature here indicates acceptance of the "Best and Final Offer" for the unit prices stated in the FPUA BAFO Unit Price Bid Form for Invitation to Bid No. 22-06.

(Authorized Signature)

Jeffrey C. Schmidt, P.E., Executive Vice President
(Printed Name/Title)

09/06/2022
(Date)

MASTEC

Dated: 9/2/2022 EM/NP	BEST AND FINAL OFFER (bafo) BID FORM FOR ITB NO. 22-06	FPUA Best and Final Offer (BAFO) Unit Orice Bid Form Bid No. 22-06
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT		
BOTH CIVIL and ELECTRICAL CONTRACTORS		

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	A - EXCAVATION AND BACKFILL - Including machine excavation, compacted backfill, placement of marking tape and normal surface restoration.							
1A	Trench, 12"W by 24" deep (top of conduit)	ft.	500	$	5.63	$ 6.10	2,812.50	3,051.56
2A	Trench, 12" W by 30" deep (top of conduit)	ft.	100	$	8.30	$ 9.01	830.00	900.55
3A	Trench, 12" W by 36" deep (top of conduit)	ft.	5000	$	9.85	$ 10.69	49,250.00	53,436.25
4A	Trench, 12" W by 42" deep (top of conduit)	ft.	500	$	10.81	$ 11.73	5,406.25	5,865.78
5A	Adder to Hand Dig, 12"W by 24" depth	ft.	125	$	4.23	$ 4.58	528.13	573.02
6A	Adder to Hand Dig, 12"W by 30" depth	ft.	25	$	5.64	$ 6.12	140.94	152.92
7A	Adder to Hand Dig, 12"W by 36" depth	ft.	100	$	6.46	$ 7.01	646.25	701.18
8A	Adder to Hand Dig, 12"W by 42" depth	ft.	100	$	6.46	$ 7.01	646.25	701.18
9A	Trench, 24"W by 24" deep (top of conduit)	ft.	100	$	5.69	$ 6.17	568.75	617.09
10A	Trench, 24" W by 30" deep (top of conduit)	ft.	100	$	8.45	$ 9.17	845.00	916.83
11A	Trench, 24" W by 36" deep (top of conduit)	ft.	5000	$	11.39	$ 12.36	56,937.50	61,777.19
12A	Trench, 24" W by 42" deep (top of conduit)	ft.	500	$	12.35	$ 13.40	6,175.00	6,699.88
13A	Adder to Hand Dig,24"W by 24" depth	ft.	25	$	3.53	$ 3.82	88.13	95.62
14A	Adder to Hand Dig, 24"W by 30" depth	ft.	25	$	6.19	$ 6.71	154.69	167.84
15A	Adder to Hand Dig, 24" W by 36" depth	ft.	100	$	7.08	$ 7.68	707.50	767.64
16A	Adder to Hand Dig, 24"W by 42" depth	ft.	100	$	7.08	$ 7.68	707.50	767.64
	B - CONDUIT INSTALLATION - Material shall adhere to FPUA specifications; elbows to have a minimum 24" radius						-	-
	BELOW GRADE						-	-
1B	Schedule 40, PVC, 2", labor only	ft.	5000	$	0.78	$ 0.84	3,875.00	4,204.38
1B-1	Schedule 40, PVC, 2", labor and material	ft.	5000				-	-
2B	Schedule 40, PVC, 3", labor only	ft.	125	$	0.79	$ 0.85	98.44	106.80
2B-1	Schedule 40, PVC, 3", labor and materials	ft.	125				-	-
3B	Schedule 40, PVC, 4", labor only	ft.	1500	$	1.40	$ 1.52	2,100.00	2,278.50
3B-1	Schedule 40, PVC, 4", labor and material	ft.	1500				-	-
4B	Schedule 80, PVC, 6", labor only	ft.	2500	$	1.58	$ 1.71	3,937.50	4,272.19
4B-1	Schedule 80, PVC, 6", labor and material	ft.	2500				-	-
5B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20	$	2.33	$ 2.52	46.50	50.45
5B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20				-	-
6B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	$	2.36	$ 2.56	11.81	12.82
6B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
7B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	$	4.20	$ 4.56	21.00	22.79
7B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
8B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	$	4.73	$ 5.13	23.63	25.63
8B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
9B	Furnish & install 1/8" nylon pull string in conduit	ft.	18320	$	0.06	$ 0.07	1,145.00	1,242.33
10B	Install #14 Tracer Wire in conduit	ft.	1500	$	0.34	$ 0.37	506.25	549.28
11B	Install #14 Tracer Wire in trench	ft.	13000	$	0.13	$ 0.14	1,625.00	1,763.13
	C - DIRECTIONAL BORE - Includes machine grounding, bore, pipe fusing and normal surface restoration (labor only, material p						-	-
1C	Directional Bore 2"	ft.	500	$	19.70	$ 21.37	9,850.00	10,687.25
1C-1	Additional 2" with pull back	ft.	500	$	12.68	$ 13.75	6,337.50	6,876.19
2C	Directional Bore 3"	ft.	100	$	24.99	$ 27.11	2,498.75	2,711.14
2C-1	Additional 3" with pull back	ft.	100	$	16.88	$ 18.31	1,687.50	1,830.94
3C	Directional Bore 4"	ft.	1000	$	22.50	$ 24.41	22,500.00	24,412.50
3C-1	Additional 4" with pull back	ft.	1000	$	16.88	$ 18.31	16,875.00	18,309.38
4C	Directional Bore 6"	ft.	300	$	28.13	$ 30.52	8,437.50	9,154.69
4C-1	Additional 6" with pull back	ft.	300	$	21.10	$ 22.89	6,330.00	6,868.05
	D - DIRECTIONAL BORE - Includes bore pipe per FPUA specifications, machine grounding, bore, pipe fusing and normal surface restoration (labor and MATERIALS SUPPLIED BY CONTRACTOR) (COST + %) - ONLY put in COST in this section for Labor see line 292 below for %.*						-	-
1D	Directional Bore 2" Labor only*	ft.	1500	$	19.70	$ 21.37	29,550.00	32,061.75
1D-1	Additional 2" with pull back	ft.	1500	$	12.68	$ 13.75	19,012.50	20,628.56
2D	Directional Bore 3" Labor only*	ft.	150	$	24.99	$ 27.11	3,748.13	4,066.72
2D-1	Additional 3" with pull back	ft.	150	$	16.88	$ 18.31	2,531.25	2,746.41
3D	Directional Bore 4" Labor ony*	ft.	3000	$	22.50	$ 24.41	67,500.00	73,237.50
3D-1	Additional 4" with pull back	ft.	3000	$	16.88	$ 18.31	50,625.00	54,928.13
4D	Directional Bore 6" Labor only*	ft.	950	$	28.13	$ 30.52	26,718.75	28,989.84
4D-1	Additional 6" with pull back	ft.	950	$	21.10	$ 22.89	20,045.00	21,748.83

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
E - MISSILE - and normal surface restoration (25' Maximum) (labor only, material provided by FPUA)							-	-
1E	36" deep minimum (top of conduit), 2"	ft.	50	$	14.08	$ 15.27	703.75	763.57
2E	36" deep minimum (top of conduit), 3"	ft.	50	$	14.06	$ 15.26	703.13	762.89
3E	36" deep minimum (top of conduit), 4"	ft.	50	$	18.74	$ 20.33	936.88	1,016.51
F - POLYMER CABLE GUARD - (also referred to as U-GUARD) (labor only, materials provided by FPUA							-	-
1F	10 ft. sections, 2 inch	ea.	150	$	98.48	$ 106.85	14,771.25	16,026.81
2F	10 ft. sections, 5 inch	ea.	225	$	211.04	$ 228.98	47,483.44	51,519.53
G - PULL BOX (labor only, material provided by FPUA)							-	-
INSTALL							-	-
1G	Feeder Concrete Coffin 4'x6'	ea.	1	$	1,249.59	$ 1,355.80	1,249.59	1,355.80
2G	Primary Hand Hole 24"x36"	ea.	100	$	379.85	$ 412.14	37,985.00	41,213.73
3G	Secondary Hand Hole 13"x24"	ea.	100	$	133.65	$ 145.01	13,365.00	14,501.03
4G	Street Light Pull Box 10"x10"	ea.	30	$	126.61	$ 137.37	3,798.38	4,121.24
REMOVE							-	-
5G	Feeder Concrete Coffin 4'x6'	ea.	1	$	137.28	$ 148.94	137.28	148.94
6G	Primary Hand Hole 24"x36"	ea.	20	$	68.64	$ 74.47	1,372.75	1,489.43
7G	Secondary Hand Hole 13"x24"	ea.	20	$	77.38	$ 83.95	1,547.50	1,679.04
8G	Street Light Pull Box 10" x 10"	ea.	10	$	68.64	$ 74.47	686.38	744.72
MODIFY (Straighten, Level)							-	-
9G	Feeder Concrete Coffin 4'x6'	ea.	1	$	137.28	$ 148.94	137.28	148.94
10G	Primary Hand Hole 24"x36"	ea.	10	$	68.64	$ 74.47	686.38	744.72
11G	Secondary Hand Hole 13"x24"	ea.	10	$	68.64	$ 74.47	686.38	744.72
12G	Street Light Pull Box 10" x 10"	ea.	10	$	68.64	$ 74.47	686.38	744.72
H - WIRE AND CABLE							-	-
INSTALL - to include meggering, contractor must provide the necessary trailer and pulling equipment to handle three (3) six (6) foot reels - (labor only, materials provided by FPUA)							-	-
PRIMARY							-	-
1H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	40000	$	1.69	$ 1.83	67,500.00	73,237.50
2H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	500	$	1.83	$ 1.98	912.50	990.06
3H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	7000	$	1.91	$ 2.08	13,387.50	14,525.44
4H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	500	$	1.80	$ 1.95	900.00	976.50
5H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	2.00	$ 2.17	500.00	542.50
6H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	10000	$	2.11	$ 2.29	21,125.00	22,920.63
7H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	3000	$	7.74	$ 8.40	23,212.50	25,185.56
SECONDARY							-	-
8H	#6 URD DUPLEX, 600V, AL	ft.	3000	$	1.34	$ 1.45	4,012.50	4,353.56
9H	#2 URD TRIPLEX, 600V, AL	ft.	100	$	1.65	$ 1.79	165.00	179.03
10H	#1/0 URD TRIPLEX, 600V, AL	ft.	11000	$	3.16	$ 3.43	34,787.50	37,744.44
11H	#4/0 URD TRIPLEX, 600V, AL	ft.	12000	$	2.81	$ 3.05	33,750.00	36,618.75
12H	350MCM URD TRIPLEX, 600V, AL	ft.	1300	$	1.65	$ 1.79	2,145.00	2,327.33
13H	500MCM URD TRIPLEX, 600V, AL	ft.	300	$	2.14	$ 2.32	641.25	695.76
14H	#1/0 URD QUADPLEX, 600V, AL	ft.	500	$	1.40	$ 1.52	700.00	759.50
15H	#4/0 URD QUADPLEX, 600V AL	ft.	200	$	1.65	$ 1.79	330.00	358.05
16H	350MCM URD QUADPLEX, 600V AL	ft.	1100	$	1.83	$ 1.98	2,007.50	2,178.14
17H	500MCM URD QUADPLEX, 600V AL	ft.	100	$	2.38	$ 2.58	237.50	257.69
18H	#4, CU, THW/THHN, 2 per conduit	ft.	100	$	1.30	$ 1.41	130.00	141.05
19H	#4, CU, THW/THHN, 3 per conduit	ft.	100	$	1.61	$ 1.75	161.25	174.96
20H	#2, CU, THW/THHN, 2 per conduit	ft.	100	$	1.30	$ 1.41	130.00	141.05
21H	#2, CU, THW/THHN, 3 per conduit	ft.	100	$	1.61	$ 1.75	161.25	174.96
22H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
23H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
24H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
25H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
26H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
27H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
28H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	1.80	$ 1.95	180.00	195.30
29H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	2.54	$ 2.75	253.75	275.32
30H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	3.61	$ 3.92	361.25	391.96
31H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	4.33	$ 4.69	432.50	469.26
32H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	5.75	$ 6.24	575.00	623.88
33H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	6.50	$ 7.05	650.00	705.25

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec		+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
		REMOVE						-	-
		PRIMARY						-	-
34H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	$	1.24	$	1.34	309.38	335.67
35H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	1.33	$	1.44	331.25	359.41
36H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	$	1.56	$	1.70	390.63	423.83
37H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	$	1.44	$	1.56	359.38	389.92
38H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	1.63	$	1.76	406.25	440.78
39H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	$	1.70	$	1.84	425.00	461.13
40H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	250	$	5.99	$	6.50	1,496.88	1,624.11
		SECONDARY						-	-
41H	#6 OH DUPLEX, 600V, AL	ft.	100	$	1.04	$	1.13	103.75	112.57
42H	#2 OH TRIPLEX, 600V, AL	ft.	100	$	1.13	$	1.22	112.50	122.06
43H	#1/0 OH TRIPLEX, 600V, AL	ft.	100	$	1.23	$	1.33	122.50	132.91
44H	#4/0 OH TRIPLEX, 600V, AL	ft.	100	$	1.39	$	1.51	138.75	150.54
45H	350MCM OH TRIPLEX, 600V, AL	ft.	100	$	1.98	$	2.14	197.50	214.29
46H	500MCM OH TRIPLEX, 600V, AL	ft.	100	$	2.23	$	2.41	222.50	241.41
47H	#1/0 OH QUADPLEX, 600V, AL	ft.	100	$	1.39	$	1.51	138.75	150.54
48H	#4/0 OH QUADPLEX, 600V AL	ft.	100	$	1.56	$	1.70	156.25	169.53
49H	350MCM OH QUADPLEX, 600V AL	ft.	100	$	1.98	$	2.14	197.50	214.29
50H	500MCM URD QUADPLEX, 600V AL	ft.	100	$	2.23	$	2.41	222.50	241.41
51H	#4, CU, THW/THHN, 2 per conduit	ft.	100	$	1.04	$	1.13	103.75	112.57
52H	#4, CU, THW/THHN, 3 per conduit	ft.	100	$	1.30	$	1.41	130.00	141.05
53H	#2, CU, THW/THHN, 2 per conduit	ft.	100	$	1.04	$	1.13	103.75	112.57
54H	#2, CU, THW/THHN, 3 per conduit	ft.	100	$	1.30	$	1.41	130.00	141.05
55H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
56H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
57H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
58H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
59H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
60H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
61H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	1.44	$	1.56	143.75	155.97
62H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	2.06	$	2.24	206.25	223.78
63H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	2.94	$	3.19	293.75	318.72
64H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	3.50	$	3.80	350.00	379.75
65H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	4.66	$	5.06	466.25	505.88
66H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	5.25	$	5.70	525.00	569.63
I - TERMINATIONS - NEMA two-hole spade lug, compression type unless otherwise noted							(labor only	-	-
		PRIMARY						-	-
1I	15kV ELBOW for #1/0 15kV jacketed cable	ea.	175	$	246.21	$	267.14	43,087.19	46,749.60
2I	15kV ELBOW for #4/0 15kV jacketed cable	ea.	50	$	242.11	$	262.69	12,105.63	13,134.60
3I	15kV TBODY for 1000MCM 15kV Jacketed Cable	ea.	20	$	242.11	$	262.69	4,842.25	5,253.84
4I	15kV POTHEAD for #1/0 15kV jacketed cable	ea.	20	$	239.16	$	259.49	4,783.25	5,189.83
5I	15kV POTHEAD for #4/0 15kV jacketed cable	ea.	10	$	242.11	$	262.69	2,421.13	2,626.92
6I	15kV POTHEAD for 1000MCM 15kV Jacketed Cable	ea.	10	$	239.16	$	259.49	2,391.63	2,594.91
		SECONDARY						-	-
7I	#6 URD, 600V, AL	ea.	1000	$	7.03	$	7.62	7,025.00	7,622.13
8I	#2 URD, 600V, AL	ea.	250	$	8.88	$	9.63	2,218.75	2,407.34
9I	#1/0 URD, 600V, AL or CU	ea.	750	$	9.71	$	10.54	7,284.38	7,903.55
10I	#4/0 URD, 600V, AL or CU	ea.	2000	$	8.09	$	8.77	16,175.00	17,549.88
11I	350MCM URD, 600V, AL or CU	ea.	100	$	11.25	$	12.21	1,125.00	1,220.63
12I	500MCM URD, 600V, AL or CU	ea.	100	$	19.70	$	21.37	1,970.00	2,137.45
13I	#4 THW/THHN, CU	ea.	100	$	7.80	$	8.46	780.00	846.30
14I	#2 THW/THHN, CU	ea.	100	$	7.80	$	8.46	780.00	846.30
15I	#1/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
16I	#2/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
17I	#4/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
18I	250MCM THW/THHN, CU	ea.	100	$	9.90	$	10.74	990.00	1,074.15
19I	500MCM THW/THHN, CU	ea.	100	$	17.00	$	18.45	1,700.00	1,844.50
20I	750MCM THW/THHN, CU	ea.	100	$	19.84	$	21.52	1,983.75	2,152.37

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	J - SPLICES (Labor only, materials provided by FPUA)						-	-
	PRIMARY						-	-
1J	Cable, #1/0, 15kV URD, 133% Insulation	ea.	100	$	228.89	$ 248.34	22,888.75	24,834.29
2J	Cable, #4/0, 15kV URD, 133% Insulation	ea.	75	$	221.36	$ 240.18	16,602.19	18,013.37
3J	Cable, 15kV 1000MCM AL UG 133%	ea.	10	$	455.49	$ 494.20	4,554.88	4,942.04
	SECONDARY						-	-
4J	Cable, 600V, 2/#C12 W/GRD "Type "UF"	ea.	10	$	2.29	$ 2.48	22.88	24.82
5J	Wire, Copper, #4 THW/THNN	ea.	10	$	3.44	$ 3.73	34.38	37.30
6J	Wire, Black, THHN/THWN, #2 CU	ea.	10	$	3.44	$ 3.73	34.38	37.30
7J	Wire, Copper, #1/0, THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
8J	Wire, Copper, #2/0, THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
9J	Wire, Copper, #4/0 THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
10J	Wire, Copper 250 MCM THW/THHN	ea.	10	$	11.53	$ 12.50	115.25	125.05
11J	Wire, Copper 500MCM THW/THHN 37 STR	ea.	10	$	17.29	$ 18.76	172.88	187.57
12J	Wire, Copper 750MCM THW/THHN 37 STR	ea.	10	$	21.91	$ 23.78	219.13	237.75
13J	Cable, 600V #6 AL DUPLE #4 NEUTRAL UG	ea.	10	$	8.31	$ 9.02	83.13	90.19
14J	Cable, 600V #2 AL TRIPLEXNEUTRAL UG	ea.	10	$	9.20	$ 9.98	92.00	99.82
15J	Cable, 600V 1/0 AL TRIPLEX URD 1/0	ea.	10	$	13.83	$ 15.00	138.25	150.00
16J	Cable, 600V 1/0 AL QUADPLEX #2 NEUTRAL	ea.	10	$	16.79	$ 18.21	167.88	182.14
17J	Cable, 600V 4/0 AL TRIPLEX 2/0 NEUTRAL UG	ea.	10	$	13.83	$ 15.00	138.25	150.00
18J	Cable, 600V 4/0 AL QUADPLEX UG 2/0 NEUTRAL	ea.	10	$	16.79	$ 18.21	167.88	182.14
19J	Cable, 600V AL 350MCM TPX UG	ea.	10	$	28.81	$ 31.26	288.13	312.62
20J	Cable, 600V 350 QPX AL UG 4/0 NEUTRAL	ea.	10	$	37.68	$ 40.88	376.75	408.77
21J	Cable, 600V AL 500MCM TPX UG	ea.	10	$	46.11	$ 50.03	461.13	500.32
	K - EQUIPMENT & PAD Includes transportation from stores location to job site, fastening equipment to concrete base with lead anchors, bolts and washers - (Labor only, materials provided by FPUA)						-	-
	INSTALL - Includes all grounding, ground rods, secondary connections, parking bushing, lightening arrestor and dust covers						-	-
1K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	40	$	144.91	$ 157.23	5,796.50	6,289.20
2K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	40	$	271.53	$ 294.60	10,861.00	11,784.19
3K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	15	$	844.14	$ 915.89	12,662.06	13,738.34
4K	SWITCH GEAR CABINET	ea.	20	$	967.19	$ 1,049.40	19,343.75	20,987.97
5K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	203.98	$ 221.31	203.98	221.31
6K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	5	$	291.03	$ 315.76	1,455.13	1,578.81
7K	Concrete Pad for Switchgear	ea.	5	$	516.16	$ 560.04	2,580.81	2,800.18
8K	Fiberglass Primary Cabinet Pad	ea.	5	$	541.11	$ 587.11	2,705.56	2,935.54
9K	Concrete Pad, Secondary Cabinet	ea.	1	$	163.21	$ 177.09	163.21	177.09
10K	Concrete Pad, 1ph transformer	ea.	50	$	163.19	$ 177.06	8,159.38	8,852.92
11K	Concrete Pad, 3ph transformer	ea.	65	$	271.53	$ 294.60	17,649.13	19,149.30
	REMOVE						-	-
12K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	$	74.94	$ 81.31	749.38	813.07
13K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	$	115.09	$ 124.87	1,150.88	1,248.70
14K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	$	386.89	$ 419.77	1,160.66	1,259.32
15K	SWITCH GEAR CABINET	ea.	5	$	358.40	$ 388.86	1,792.00	1,944.32
16K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	80.66	$ 87.52	80.66	87.52
17K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	$	115.09	$ 124.87	115.09	124.87
18K	Concrete Pad for Switchgear	ea.	1	$	204.15	$ 221.50	204.15	221.50
19K	Fiberglass Primary Cabinet Pad	ea.	1	$	214.00	$ 232.19	214.00	232.19
20K	Concrete Pad, Secondary Cabinet	ea.	1	$	65.60	$ 71.18	65.60	71.18
21K	Concrete Pad, 1ph transformer	ea.	15	$	66.13	$ 71.75	991.88	1,076.18
22K	Concrete Pad, 3ph transformer	ea.	20	$	55.80	$ 60.54	1,116.00	1,210.86
	MODIFY (Straighten, Level)						-	-
23K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	$	71.19	$ 77.24	711.88	772.38
24K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	$	109.34	$ 118.63	1,093.38	1,186.31
25K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	$	318.30	$ 345.36	954.90	1,036.07
26K	SWITCH GEAR	ea.	1	$	340.46	$ 369.40	340.46	369.40
27K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	80.08	$ 86.88	80.08	86.88
28K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	$	109.34	$ 118.63	109.34	118.63

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description		Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	MISC							-	-
29K	Concrete Pad, Adder for 6 inch increments above 12"		ea.	20	$	93.75	$ 101.72	1,875.00	2,034.38
	L - OUTDOOR & STREET LIGHT - (labor only, materials provided by FPUA)							-	-
1L	Pole: 18' cement, 14' above ground		ea.	100	$	134.50	$ 145.93	13,450.00	14,593.25
2L	One Light: Decorative fixture or single pole top		ea.	100	$	70.46	$ 76.45	7,046.25	7,645.18
3L	Two Light: Decorative fixture or single pole top		ea.	10	$	98.61	$ 106.99	986.13	1,069.95
4L	Three Light: Decorative fixture or single pole top		ea.	5	$	126.75	$ 137.52	633.75	687.62
5L	Four Light: Decorative fixture or single pole top		ea.	1	$	140.83	$ 152.80	140.83	152.80
6L	Five Light: Decorative fixture or single pole top		ea.	1	$	168.95	$ 183.31	168.95	183.31
7L	Base, Decorative Street Light Aluminum, 2"x4", 6"		ea.	10	$	340.01	$ 368.91	3,400.13	3,689.14
8L	Concrete Street Light Pole Base (Spread Footer)		ea.	10	$	358.70	$ 389.19	3,587.00	3,891.90
9L	Prefabricated Street Light Pole Base		ea.	10	$	341.88	$ 370.93	3,418.75	3,709.34
10L	Photo Cell / Short Cap		ea.	150	$	34.00	$ 36.89	5,100.00	5,533.50
11L	Replace Lamp / Refractor		ea.	10	$	34.00	$ 36.89	340.00	368.90
12L	Pull Cable Thru Pole		ea.	100	$	45.34	$ 49.19	4,533.75	4,919.12
	M - MISCELLANEOUS - (labor and MATERIALS SUPPLIED BY CONTRACTOR) COST+ % - ONLY put in COST in this section for Labor see line 2							-	-
	INSTALL							-	-
1M	Surface Restoration-Sod	Labor only*	sq. ft.	15000	$	1.00	$ 1.09	15,000.00	16,275.00
2M	Asphalt Repair	Labor only*	sq. ft.	2500	$	9.00	$ 9.77	22,500.00	24,412.50
3M	Concrete Repair	Labor only*	sq. ft.	2500	$	10.00	$ 10.85	25,000.00	27,125.00
4M	Soil Compaction Test		ea.	10	$	156.19	$ 169.46	1,561.88	1,694.63
5M	Seed & Mulch	Labor only*	sq. ft	2500	$	0.25	$ 0.27	625.00	678.13
6M	Removable bollard	Labor only*	ea.	40	$	300.00	$ 325.50	12,000.00	13,020.00
7M	Permanent bollard	Labor only*	ea.	100	$	200.00	$ 217.00	20,000.00	21,700.00
	REMOVE							-	-
8M	Asphalt Removal		sq. ft.	4000	$	2.68	$ 2.90	10,700.00	11,609.50
9M	Concrete Removal		sq. ft.	4000	$	3.51	$ 3.81	14,050.00	15,244.25
	N - MISCELLANEOUS CONSTRUCTION HOURS (to be used on T&E task orders only)							-	-
1N	Working Foreman		per hr.	250	$	77.38	$ 83.95	19,343.75	20,987.97
2N	Working Foreman Overtime		per hr.	50	$	100.28	$ 108.80	5,013.75	5,439.92
3N	Equipment Operator		per hr.	250	$	56.28	$ 61.06	14,068.75	15,264.59
4N	Equipment Operator Overtime		per hr.	50	$	76.05	$ 82.51	3,802.50	4,125.71
5N	Laborer		per hr.	500	$	36.58	$ 39.68	18,287.50	19,841.94
6N	Laborer Overtime		per hr.	100	$	44.80	$ 48.61	4,480.00	4,860.80
7N	Lineman (N/A)		per hr.	100					
8N	Lineman Overtime (N/A)		per hr.	25					
9N	Apprentice Lineman		per hr.	50	$	42.94	$ 46.59	2,146.88	2,329.36
10N	Apprentice Lineman Overtime		per hr.	10	$	64.43	$ 69.90	644.25	699.01
11N	Cable Lift Truck		per hr.	25	$	23.34	$ 25.32	583.44	633.03
12N	Air Compressor		per hr.	1000	$	10.99	$ 11.92	10,987.50	11,921.44
13N	Concrete Saw (inc. blade)		per hr.	100	$	6.88	$ 7.46	687.50	745.94
14N	Flat Bed Truck		per hr.	125	$	28.15	$ 30.54	3,518.75	3,817.84
15N	Pump (up to 4")		per hr.	25	$	10.99	$ 11.92	274.69	298.04
16N	Pulling Truck		per hr.	125	$	32.41	$ 35.17	4,051.56	4,395.95
17N	Pole Truck		per hr.	50	$	78.10	$ 84.74	3,905.00	4,236.93
18N	Tractor Trailer		per hr.	125	$	89.84	$ 97.47	11,229.69	12,184.21
19N	50' Bucket Truck		per hr.	50	$	98.48	$ 106.85	4,923.75	5,342.27
20N	Pickup Truck		per hr.	250	$	16.88	$ 18.31	4,218.75	4,577.34
21N	Splicing Van		per hr.	10	$	16.46	$ 17.86	164.63	178.62
22N	Dump Truck		per hr.	50	$	56.28	$ 61.06	2,813.75	3,052.92
23N	Rubber Tire Backhoe		per hr.	250	$	70.35	$ 76.33	17,587.50	19,082.44
								1,332,393.04	1,445,646.45
	MATERIALS (ONLY) MARKUP PERCENTAGE: COST PLUS					20%	15%		

FEMA ADDENDUM
TO FPUA GENERAL TERMS AND CONDITIONS
FEMA REQUIRED CONTRACT PROVISIONS
(CONSTRUCTION)

The following contract provisions shall apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA).

A. Administrative, Contractual or Legal Remedies.
(For contracts exceeding $150,000)
If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

B. Contract Work Hours and Safety Standards Act.
(For contracts exceeding $100,000)
Compliance with the Contract Work Hours and Safety Standards Act:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* FPUA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

C. Clean Air Act and the Federal Water Pollution Control Act.

(For contracts exceeding $150,000)

(i) Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(ii) Federal Water Pollution Control Act:

1. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
3. The Contractor agrees to report each violation to FPUA and understands and agrees that the FPUA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recovered Materials.

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records:

The following access to records requirements apply to this contract: The Contractor agrees to provide FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the FPUA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo and Flags.

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

H. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government.

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

J. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Contract.

K. **Equal Employment Opportunity.**
[Required when the BID/RFP or contract is for construction, or the supervision or inspection of construction work, or other on-site functions related to construction].
During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

L. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractor shall provide a signed copy of the **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM** attached hereto. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
Contractor shall require that this paragraph and a copy of the BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM is included in all Contracts with its subcontractors.

MasTec

SECRETARY'S CERTIFICATE

The undersigned, being the Executive Vice President and Secretary of **MASTEC NORTH AMERICA, INC.**, a Florida corporation ("MasTec"), hereby certifies on behalf of MasTec, to the best of his knowledge, information and belief:

(1) He holds the offices with respect to MasTec as set forth below;

(2) MasTec is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

(3) Jeffrey C. Schmidt, P.E. is a duly qualified and acting Executive Vice President – Utility Services Division of MasTec and he continues to occupy such office as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February, 2021.

Alberto de Cardenas
Executive Vice President and Secretary

(CORPORATE SEAL)

MasTec North America, Inc. CORPORATE SEAL 1998 FLORIDA

EXHIBIT "B"

MASTEC NORTH AMERICA, INC.

STATEMENT OF WORK

MasTec

MasTec North America, Inc.
1819 Totten Road
Fort Pierce, Florida

City of FT Pierce- Selena Griffett
ATT/Comcast Conduit Install
Avenue B - 8th to 13th Street

Date: **03/13/23**

Item #	Description	Quantity	Each	Amount
01	Installation of ATT and Comcast Conduit and Pedistals	1	$ 173,135.19	$ 173,135.19
02	Material	1	$ 87,330.00	$ 87,330.00
03	Material Markup 15%	1	$ 13,099.50	$ 13,099.50

Quote Includes

Furnish all Labor and Material for a complete conduit system for ATT and Comcast per the ATT plans provided by the City of Ft Pierce. Per instructions, except for the conduit size of 2" PVC, Comcast installation will mirror the ATT plan. ATT and Comcast to furnish pedistals. See attached for unit quantities.

Estimated quantities were quoted, actual quantities will be billed.

Quote Does Not Include

Site survey or certified asbuilts, Permitting, MOT, Restoration of any kind. Additionally if any out of scope work occurs, the FPUA Electric Unit Price Contract will be utilized.

SUBTOTAL **$ 273,564.69**

Quote TOTAL: **$ 273,564.69**

PLEASE TEAR OFF - ATTACH TO REMITTANCE, THANK YOU

AUTHORIZATION: _____ **SALES TAX** _____

DATE	INVOICE NUMBER	AMOUNT	CUST. NO.	ACCT

City Commission Regular Meeting **11. c.**

Meeting Date: 06/05/2023

Re: Approval of Service Agreement for Spatco Energy Solutions for Fuel Dispensers

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Service Agreement for Bid No. 2022-028, Fuel Dispensers Replacement, to Spatco Energy Solutions LLC, Sunrise, FL in the amount of $97,561.00

SUMMARY:

At the January 3, 2023, City Commission meeting, Commission awarded the subject bid to Spatco Energy Solutions, LLC, to replace Fuel Dispensers located at the CIty Marina which regards upgrading to be compatible for a Marine Environment due to salt air. These enhancements will help us stay current in technological trends and improve our customer experience.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Dean Kubitschek, Marina Director

COORDINATED WITH:

Dean Kubitschek, Marina Director
City Attorney
Purchasing Division
Spatco Energy Solution LLC.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2023
Account:	401-4100-575-34-90
Amount:	$97, 561.00

OTHER INFORMATION:

BID NO. 2022-028

Attachments

Service Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/19/2023 02:26 PM
City Manager	Nick Mimms	05/24/2023 09:29 AM
Finance Department	Johnna Morris	05/30/2023 11:11 AM
City Manager	Nick Mimms	05/31/2023 07:38 AM

Form Started By: Georgia Montgomery Started On: 05/18/2023 10:21 AM

Final Approval Date: 05/31/2023

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date:	**April 10, 2023**
To:	**SPATCO ENERGY SOLUTIONS, LLC.** **5150 NW 109th Suite 1** **Sunrise, FL 33351** **Attn: Andy Adams, Vice President**
Bid Proposal:	**Bid No. 2022- 028 ~ Fuel Dispensers Replacement**
Date of Bid Opening:	**3:00 PM, Monday, October 03, 2022**
Approved by Commission:	**January 3, 2023**
Award Amount:	**$97,561.00**

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item

Notice of Award
Agreement between the City and Contractor

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, in accordance with the requirements stated in Article 17 of the agreement.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return documents enclosed within fifteen (15) days after receipt to:

Mailing Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: _____
Gelencia Carter, MPA, Purchasing Manager

Date: 4/10/23

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
SPATCO ENERGY SOLUTIONS, LLC.

BY: Jody Sailors

Vice President
(Title)

4/12/23
(Date)

END OF SECTION

CITY OF FORT PIERCE
SERVICE AGREEMENT
FUEL DISPENSER REPLACEMENT BID NO. 2022-028

This Agreement between City and Contractor ("Agreement") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **Spatco Energy Solutions, LLC,** a FLORIDA CORPORATION with its principal place of business at 5150 NW 109th Ave Suite 1 Sunrise, FL ("Contractor").

City and Contractor hereby agree as follows:

1. **Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the Bid 2022-028 ~ Fuel Dispenser Services which conforms with the Contractor's Bid dated October 3, 2022. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. **Compensation.**

Total compensation to Contractor will not exceed **$97,561.00 (Ninety Seven Thousand , Five Hundred Sixty One Dollars and No Cents)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. **Term.**

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate on **120 days after the Notice to Proceed** unless earlier terminated in accordance with Section 8.

4. . **Licenses, Permits, Taxes, Fees, Laws and Regulations**

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by City, are the sole property of City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to City upon expiration or termination of this Agreement. City will have the right to use the Work Material for the completion of the Services or otherwise. City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City Attorney.

6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

7.1 City strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the City to perform the services under this Agreement.

7..2 If Contractor meets the definition of "Contractor" found in Section 119.0701 (1) (1) (a) F.S. (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

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

7.2.3 Contractor shall identity and ensure that public records that are exempt or confidential. and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the City.

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

7.3 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. Hwy 1,Fort Pierce, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this

Agreement upon expiration of the thirty (30) day period.

8.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. As evidence of compliance with the insurance required herein, Contractor shall furnish the City with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its officials, officers and

employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the City.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City, Contractor shall, within thirty (30) days after receipt of a written request from the City, provide the City a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation.

The policy must be endorsed to waive the insurer's right to subrogate against the City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
$1,000,000		(Disease-Policy Limit)
$1,000,000		(Disease-Each Employee)

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation.

City and City's officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

Environmental Impairment Liability
Such insurance shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the Contract. Such insurance shall be on a form acceptable to City and City's officials, officers and employees shall be included as "Additional Insureds" on the policy. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000	Each Claim/Occurrence
$1,000,000	Annual Aggregate

General Conditions

The insurance provided by Contractor shall apply on a primary basis to any insurance or self-insurance maintained by the City. Any insurance, or self-insurance, maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City or its officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or its officials, officers and employees.

Each insurance policy provided by the Contractor in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against the City and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:
Certificate Holder
City of Fort Pierce
Attention: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability
City of Fort Pierce and its officials, officers and employees

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by

registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:
Dean Kubitschek
Director (City Marina)
1 Avenue A
Fort Pierce, FL 34950
Phone: 772-464-1245

With a Copy To:
Gelencia Carter
Purchasing Manager
100 North U.S Hwy 1
Fort Pierce, FL 34954
Phone: 772-467-3102

As to Contractor:
Andy Adams
Vice President
5150 NW 109th Ave
Sunrise, FL 33351
Phone: 954-922-5642

13. Miscellaneous

13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

13.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of City and Contractor.

13.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God,

strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

13.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

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

13.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

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

13.10 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

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

13.14 Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13.15 Drug-Free Workplace. Contractor shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

CONTRACTOR
SPATCO ENERGY SOLUTIONS, LLC.

By: _____

Name: Jody Sailors

Title: Vice President

Date: 4/12/23

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness as to the City

By: _____
Tanya Earley, City Attorney

Attached: **Exhibit "A" - Statement of Work**
Exhibit "B" – Contractor's Proposal

EXHIBIT "A"
STATEMENT OF WORK

STATEMENT OF WORK AS STATED IN THE BID DOCUMENT

- Fuel dispensers must be built for a marine environment. Separate quote or cost for internal display board. An example of equipment considered is the **PMC Commander Marine Dispenser, see below the specifications.**
- Quotes will include the removal of old dispensers, replace and make full operation, with all devices. Quotes need to include warranty information.
- Contractor shall provide all necessary materials, equipment, and labor to remove the existing three (3) fuel dispensers and replace with three (3) new fuel dispensers located at the City of Fort Pierce Marina, 1 Avenue A, Fort Pierce, FL.
- **PMC COMMANDER MARINE SPECIFICATIONS**
- 20 & 60 GPM configurations
- Single or dual hose
- Piston or rotary PD meters
- 2-Stage control valve
- Satellite capable (60 GPM units)
- Resale accurate
- Communications interface
- Dual sided retail or commercial electronic display
- Programmable pulse output
- Complete stainless steel construction
- Powder coated welder chassis
- ETL listed

STATEMENT OF WORK PROPOSED AND AWARDED, SEE EXHIBIT "B", CONTRACTOR'S PROPOSAL

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

SPATCO ENERGY SOLUTIONS

CITY OF FORT PIERCE
PURCHASING DIVISION
1 AVENUE A
FORT PIERCE FL 34950

Bill-to address
CITY OF FORT PIERCE- PURCHASING DIV
ATTN:Dean Kubitsschek(Marina Direct
PH;772-464-1245 OR 772-834-1070
Dkubitschek@cityoffortpierce.com
100 NORTH US 1
FORT PIERCE FL 34950R

Quotation

Number/Date
20089745 / 10/05/2022
Reference no./Date

Delivery date
Day 10/12/2022
Cust. no.
1063684
Salesperson
774

We deliver according to the following conditions:
Terms of payment Pending Credit Approval
Terms of delivery FOB SHIPPING POINT

Currency USD

Contact: Mark Casabo - Territory Sales Manager
Mobile: (321)246-8248 Office: (407)339-2384
Mark.Casabo@spatco.com - www.spatco.com

Material	Qty	Price	Value
INSTALLATION PRICE **Installation - Contract Price**	**1 EA**	**35,278.00**	**35,278.00**

SPATCO ENERGY SOLUTIONS Scope of Work:

1.Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.

2.Mobilize personnel and equipment to project site.

3.Temporarily barricade work area to provide a safe working environment.

4.Note: PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main

SPATCO ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value

fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.

5.Locate and verify all power to (3) existing dispensers and confirm Lock out/Tag out has been performed.

6.Disconnect and remove (3) existing PMC dual hose dispensers and properly dispose.

7.Furnish and install (1)PMC - CMDR 2200 electric/single product/dual hose dispenser #1 for regular fuel.

8.Furnish and install (1) 100ft-1" & (1) 100ft-3/4" IRPCO hose to existing hose reels. Note: (1) Existing 3/4" hose reel located on dispenser #1 will be replaced with (1) 1" hose reel from dispenser #3.

9.Furnish and install (1)PMC - CMDR 2600 electric/single product/dual hose dispenser #2 for diesel fuel.

10.Furnish and install (2) 100ft-1" IRPCO hose to existing hose reels.

11.Furnish and install (1)PMC - CMDR 6600 electric/single product/dual hose dispenser #3 for diesel fuel.

12.Furnish and install 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to include a 40'x18" trench in the grass to furnish and install (1) Hannay Reel model #SSEPJ 26-30-31-115 volt SX-163 motor located at dispenser #3.

13.Furnish and install (1) 100ft-1" & (1) 115ft-1 1/2" IRPCO hose to existing and new hose reel.

14.Furnish and install (6) 2ft 1" IRPCO hose from dispenser to (6) hose reels.

15.Furnish and install (4) OPW Nozzle -7H-0100,(4) Swivel 45-1" (2) OPW Nozzles -11AP-0400, (2) Swivel 45-3/4".

SPATCO ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value

16.Test and program all equipment to ensure proper functionality.

17.Clean up entire work area and demobilize crew.

Option: Fuel Management System Installation.

1.Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.

2.Mobilize personnel and equipment to project site.

3.Temporarily barricade work area to provide a safe working environment.

4.Note: PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.

5.Furnish & install (1) 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to the new Fuel Management System & (1) Cat 6 cable for internet connection.

6.Saw cut a 12'x18" of concrete from the Fuel Management System to dispenser #1 and a 10'x18" from dispenser #1 to dispenser #2 . Connect (2) Cat 6 cables for communications.

7.Run (1) Cat 6 cable from the Fuel Management System around the building and into the grass towards the back of the building. Trench 40ft in the grass to connect Cat 6 cable communications to PMC dispenser #3.

8.Furnish and install (1) Fuel Master Unit #FMU5740-F6 including FM Live Cloud Base Software.

9.Furnish and Install (1) USB Prokee Encoder #941D0120 to include (50) Blue Prokees #172405BL.

SPATCO ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value

10.Furnish & Install (1) Wireless Install Kit #191F0223 for tank monitor options.

11.Training to be supplied from project management for new equipment.

12.Test and program all equipment to ensure proper functionality.

13.Clean up entire work area and demobilize crew.

PRICE FOR OPTION ADD $50,968.00

Notes:

(A) Any unforeseen conditions will be charged out on a time and material basis.

INSTALLATION PARTS **Installation - Contract Parts**	**1 EA**	**13,842.00**	**13,842.00**
GPD3515 **CMDR-2200GRM Dual Dispenser**	**1 EA**	**15,400.00**	**15,400.00**

CMDR-2200GRM Dual Dispenser
Dual Product / Dual Hose
All stainless steel / aluminum piping
Aluminum conduit and fittings
Powder coated stainless steel frame
316L Stainless steel panels
SIDE 1 & SIDE 2 # rated to 20 GPM
1. 1" Positive Displacement meter
2. Inlet filter
3. Retail Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out

SPATCO ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value

5. 2-Wire Communications Interface
6. 1" Solenoid
7. Nozzle boot for OPW 11 Series or 7H style nozzle

Lead Time - 20 weeks ARO

FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

GPD3515 **1 EA** **15,743.00** **15,743.00**
CMDR-2600GRM Dual Dispenser

CMDR-2600GRM Dual Dispenser
Dual Product / Dual Hose
All stainless steel / aluminum piping
Aluminum conduit and fittings
Powder coated stainless steel frame
316L Stainless steel panels
SIDE 1# rated to 20 GPM
1. 1" Positive Displacement meter
2. Inlet filter
3. RETAIL Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out
5. 2-Wire Communications Interface
6. 1" Solenoid
7. Nozzle boot for OPW 11 Series or 7H style nozzle
SIDE 2# rated to 60 GPM
1. 1-1/2" Positive Displacement meter
2. Inlet strainer
3. RETAIL Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out
5. 2-Wire Communications Interface
6. 1-1/2" Solenoid
7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO

SPATCO ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value
FREIGHT WILL BE PREPAID AND ADDED TO INVOICE			
GPD3515 **CMDR-6600GRM Dual Dispenser**	**1 EA**	**16,098.00**	**16,098.00**

CMDR-6600GRM Dual Dispenser
Dual Product / Dual Hose
All stainless steel / aluminum piping
Aluminum conduit and fittings
Powder coated stainless steel frame
316L Stainless steel panels
SIDE 1 & SIDE 2 # rated up to 60 GPM
1. 1-1/2" Positive Displacement meter
2. Inlet strainer
3. Retail Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out
5. 2-Wire Communications Interface
6. 1-1/2" Solenoid
7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO

FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

Items total	96,361.00
Freight	1,200.00
Final amount	97,561.00

****THANK YOU FOR THE OPPORTUNITY TO QUOTE****

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	Bid No: 2022-028
Site-Visit: By appointment only. Call (772) 464-1245	Bid Title: FUEL DISPENSERS REPLACEMENT
Mandatory Site-Visit Location: 1 Avenue A, Fort Pierce, FL 34950	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00PM, MONDAY, OCTOBER 03, 2022	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: SPATCO ENERGY SOLUTIONS LLC Mailing Address: 5150 NW 109th Ave Suite 1	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Sunrise, FL, 33351	Typed or Printed Name: Andy Adams
Type of Entity (Select one): LLC Corporation _____ Partnership _____ Proprietorship _____	Title: Vice President of Florida
Incorporated in the State of: 12/10/19 Year: 2019	Delivery in _____days, After Receipt Order
Phone Number: (321) 246-8248	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:84-3846075
E-Mail Address: Mark.casabo@spatco.com	Local Business: Yes MWBE: No
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

FORT PIERCE
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

SPATCO ENERGY SOLUTIONS LLC

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Mark Cosulo

*Bidder's Signature**

10/14/2022

Date

REFERENCE CHECK FORM

Bid No: 2022-028 **Title: FUEL DISPENSERS REPLACEMENT**

Bidder/Respondent Name: SPATCO ENERGY SOLUTIONS

Reference Company Name: CITY OF ST. AUGUSTINE

Telephone Number: (904) 209-4302 Fax Number:

Contact Name: TIMOTHY FLEMING Email: Tfleming@citystaug.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work:

_____

_____

_____

Dependability:

_____

_____

_____

Integrity of owner and employees:

_____

_____

_____

What areas could he/she improve upon?

_____

_____

_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?_____

_____

_____

REFERENCE CHECK FORM

Bid No: 2022-028 **Title: FUEL DISPENSERS REPLACEMENT**

Bidder/Respondent Name:SPATCO ENERGY SOLUTIONS

Reference Company Name: CITY OF MADEIRA BEACH

Telephone Number:(727) 399-2631 Fax Number:

Contact Name: BRIAN RAU Email: J.spickler@co.pinellas.fl.us

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work:

_____

_____

_____

Dependability:

_____

_____

_____

Integrity of owner and employees:

_____

_____

_____

What areas could he/she improve upon?

_____

_____

_____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?_____

_____

_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 3

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/W9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Spatco Energy Solutions, LLC

2 Business name/disregarded entity name, if different from above

Spatco Energy Solutions

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 896984

Requester's name and address (optional)

6 City, state, and ZIP code

CHARLOTTE, NC 28289-6984

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	4	-	3	8	4	6	0	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Heather R. Wasserman Date ▶ 9/12/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BID RESPONSE FORM

Bid Item	FUEL DISPENSERS' REPLACEMENT		
Bid Number	2022-028	Due Date & Time	3:00PM, MONDAY, OCTOBER 03, 2022

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

QUANTITY	ITEM DESCRIPTION	TOTAL
3	Removal and replacement of three (3) dual hose dispensers, fuel hose and nozzles One (1)gas dual hose and two (2) diesel dual hose slow and high speed	$101,425.98
1	Internal display board	$825.00
	TOTAL BID	$102,250.98

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued?	**6-9 Months**
Work is guaranteed for how many years?	**1 Year**
Material are guaranteed for how many years?	**Some are up to 1**

BID RESPONSE FORM
continued

Vendor: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1

City, State, Zip Code: Sunrise, FL, 33351

Email Address: Mark.casabo@spatco.com

Typed Name & Title: Andy Adams (Vice President of South Florida)

Signature: _____ **Date:** 10/14/2022

Telephone No.: (727) 540-0818 **Fax No.:** _____

(*Please include Remit to address if different than address stated above)

Remit To: PO BOX 31516, Charlotte, NC, 28231

Check block below for applicable minority indicator:

- ☐ Asian Indian
- ☐ Black Asian
- ☐ Pacific
- ☐ Hispanic
- ☐ Native American
- ☐ Small Business Women Owned
- ☐ Small Disadvantage Business

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	YES	
Include proof of proper licensing as stated in bid documents.	YES	
Include proof of proper insurance as stated in bid documents.	YES	
Did you include a list of all materials and equipment to be used in providing the service?	YES	
Is Drug-Free Workplace form signed and enclosed?	YES	
Is Bid Response Form completed, signed and attached?	YES	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	YES	
W-9 Form completed, signed and attached?	YES	
Are two (2) complete reference forms included?	YES	
Are one (2) complete bid packages included (one original and one copies)?	YES	
Is each Bid Addendum (when issued) signed and included?	YES	
Bid envelope is marked accordingly.	YES	

PLEASE SIGN AND RETURN WITH BID. Mark Casalo

September 23, 2022

CITY OF FORT PIERCE

FUEL DISPENSERS' REPLACEMENT

BID NO. 2022-028

ADDENDUM NO. 1

The purpose of this addendum is to extend the bid due date from 3:00PM, Monday, October 3, 2022, to:

3:00PM, MONDAY, OCTOBER 17, 2022

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Mark Casabo
Manual

Signature: Mark Casabo
Typed or Printed

Company Name: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1, Sunrise, FL 33351

Date: 10/14/2022

/gm

September 27, 2022

CITY FORT PIERCE

FUEL DISPENSERS REPLACEMENT

BID NO. 2022-028

ADDENDUM NO. 2

The purpose of this addendum is to provide a response to questions from potential bidders.

1. **QUESTION:** Do we need to pull electrical permits to replace the PMC Fuel Dispensers or possible Fuel Management System?

   ANSWER: **Yes, Permits will be required thru the building department.**

2. **QUESTION:** Are you requesting any type of Bid Bond to be submitted with the Bid Package?

   ANSWER: **No, Bid Bond is required.**

3. **QUESTION:** Will you be requesting a Performance and Payment Bond once a formal contract is issued?

   ANSWER: **No, Performance and Payment Bonds are not required.**

4. **QUESTION:** Where do I find the addendum? Is there a specific date when they will be posted? Is there a cutoff date and time to questions asked by the bidders?

   ANSWER **The City and Demandstar websites. The last day for questions, is Thursday, September 22, 2022, 5:00 PM.**

5. **QUESTION:** The city is requesting (6)-100ft hose for the current hose reels. Please specify 1" or 1.5". Keep in mind. If the city decides to go with 1.5" in order to acquire a better flow rate, a new hose reel will need to be added to this IFB. I do not see specification anywhere pertaining the hose reels on the IFB. Please advise how you would like me to proceed?

   ANSWER: Gas dispenser hoses at this time I believe are ¾ X 100. I would like to change I would like to change 1 side to a 1-inch hose for higher flow and the second hose ¾ for slow fill. Diesel dispenser at the main fuel dock we will go with 2,1-inch hoses, 100 ft, 1 nozzle will be reduced down to 7/8, the second nozzle will be 1 inch. The 3rd dispenser to accommodate 1 ½ hoses with nozzles. 1 hose connection to to accommodate 110 ft of hose the second will accommodate 100 ft of hose.

6. **QUESTION:** Bidder Acknowledgement (Page 1) on the bottom left it states, Bid security is attached, when required in the amount of?

ANSWER: **This question refers to a bid bond. No bid security(bond) is required for this bid.**

7. **QUESTION:** Does the bid form need to change to accommodate these new items?

ANSWER: **Yes**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Mark Casabo
Manual

Signature: Mark Casabo
Typed or Printed

Company Name: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1, Sunrise, FL 33351

Date: 10/14/2022

/gm

October 5, 2022

CITY FORT PIERCE

FUEL DISPENSERS REPLACEMENT

BID NO. 2022-028

ADDENDUM NO. 3

The purpose of this addendum is to provide a response to questions from potential bidders and revised Scope of Work, Bid Response Form, and Insurance Requirements. Please disregard the Scope of Work, Bid Response and Insurance Requirement in the original bid document and replace with the attachments.

1. **QUESTION:** Bidder Acknowledgement page 9 (Commercial General Liability). It states. Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of (3) years after the final completion of work. Please clarify.

   ANSWER: **We require the contractor to maintain products/completed operations coverage for a period of three(3) years post installation due to the huge liability this type of work represents for the city if the scope of work is not performed properly and because improper installation is not detected upon the initial install.**

2. **QUESTION:** Will you be requesting a separate quote for a Fuel Management System? If so, how would you like me to submit it.

   ANSWER: **See Revised Bid Response Form**

3. **QUESTION:** On the Bid and Response Form (Page 8). You are requesting a price for an Internal Display Board. Do you still need a quote for this section?

   ANSWER: **Yes**

4. **QUESTION:** I would like to clarify the flow rate for the (3) PMC Fuel Dispensers you are replacing. Is line 1 and 2 correct to include on your proposal? Line 3 would be another options we discussed.

   ANSWER: **One (1) gas one (1) diesel on the fuel dock will be 20 gpm. One (1) diesel, one (1) gas fuel dock highest flow rate related to hose size and nozzle.**

Westside highest flow rate available due to hose and nozzle size.

5. **QUESTION:** Is there any way for me to be able to get model and serial number of the existing fuel dispensers. I also need measurements at the base where they are mounted if at all possible. I need this information because custom plates may have to be made to install the new ones?

ANSWER: **PMC Type: SF-46/46-S1 SN:11509**
Hole size 10 1/2x10 ½ open hole with an additional 31/4 inches filled in. Total 13 ¾ L. All measurements are the responsibility of the contractor, as we are not responsible for any miscalculations.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Mark Casabo
Manual

Signature: Mark Casabo
Typed or Printed

Company Name: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1, Sunrise, FL 33351

Date: 10/14/2022

/lh

Attachments:
Statement of Work
Bid Response Form
Insurance Requirements

REVISED
BID RESPONSE FORM

Bid Item	FUEL DISPENSERS' REPLACEMENT		
Bid Number	**2022-028**	**Due Date & Time**	**3:00PM, MONDAY, OCTOBER 17, 2022**

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

ITEM NO.	ITEM DESCRIPTION	TOTAL
1	Removal and replacement of one (1) single hose dispenser to accommodate 130 feet of 11/2 diesel fuel hose, nozzle, fittings and 3 feet hose from dispenser to hose reel. 1 hose hanger Replacement of 2nd diesel hose 90 feet 1 inch hose fittings and nozzle same dispenser. 1 hose hanger One (1) gas hose ¾ x 75ft and one (1) 1 inch x 75 feet gas hose and 3 feet of hose between hose reel and dispenser, fittings and nozzles. Two (2) (1) inch diesel dual hoses, slow and high speed, 3 feet of hose between dispenser and hose reel.	$101,425.98
	TOTAL	$101,425.98
	OPTIONAL ITEMS Please provide quote for the following items	
2	Internal display board	$825.00
3	Fuel Management System and **Outside point of sale**	$50,968.00
	TOTAL BID (Including items 1 thru 3)	$153,218.98

Please respond to the following questions:

Manufacturer: PMC (Pump Measure Control)	
Model: PMC Commander Model #2200,2600,6600	
Warranty: PMC 1 Year Warranty	
This project will be completed within how many calendar days after the notice to proceed is issued?	**6-9 Months**
Work is guaranteed for how many years?	**1 Year**
Material are guaranteed for how many years?	**Some are up to a year**

BID RESPONSE FORM
Continued

Vendor: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1

City, State, Zip Code: Sunrise, FL, 33351

Email Address: Mark.casabo@spatco.com

Typed Name & Title: Mark Casabo - Commercial Fuel System Manager

Signature: Mark Casabo **Date:** 10/14/2022

Telephone No.: (321) 246-8248 **Fax No.:** _____

(*Please include Remit to address if different than address stated above)

Remit To: PO BOX 896984 CHARLOTTE, NC 28289-6984

Check block below for applicable minority indicator:

☐ Asian Indian ☐ Black Asian ☐ Pacific ☐ Hispanic

☐ Native American ☐ Small Business Women Owned

☐ Small Disadvantage Business

SECTION IV

STATEMENT OF WORK
REVISED

1. **PURPOSE**

The City of Fort Pierce is requesting bids from qualified contractors for Fuel Dispensers Replacement, Fort Pierce, Florida. The work associated with this project consists of removal and replacement of three (3) dual hose dispensers, fuel hose and nozzles, one (1) gas dual hose, 2 diesel dual hose slow and high speed.

2. **SCOPE OF WORK**

- Fuel dispensers must be built for a marine environment. Separate quote or cost for internal display board. An example of equipment considered is the **PMC Commander Marine Dispenser, see below the specifications**.
- Quotes will include the removal of old dispensers, replace and make full operation, with all devices. Quotes need to include warranty information.
- Contractor shall provide all necessary materials, equipment, and labor to remove the existing three (3) fuel dispensers and replace with three (3) new fuel dispensers located at the City of Fort Pierce Marina, 1 Avenue A, Fort Pierce, FL.

3. **FUEL HOSE AND NOZZLES SPECIFICATIONS:**

FUEL TYPE/HOSE SIZE	NOZZLE	LOCATION
Gas 1 ¾ in hose 75 feet	(1) Small	Main Fuel Dock
Gas 1 1- inch hose 75 feet	(1) Large	Main Fuel Dock
Diesel 2-1-inch hoses 75 feet	(1) Large (1) Small	Main Fuel Dock
Diesel 1- 1 inch 90 feet	(1) Large	Southside westside seawall fuel dispenser
Diesel 1 - 11/2 inch 130 feet	(1) Extra Large Nozzle, (1) Large hose cabinet Northside Replace connection hoses and Fittings between hose reels and dispenser	Northside westside seawall

- Replace connection hoses and fittings between hose reels and dispensers

STATEMENT OF WORK
Continued

PMC COMMANDER MARINE SPECIFICATIONS

20 & 60 GPM configurations
Single or dual hose
Piston or rotary PD meters
2-Stage control valve
Satellite capable (60 GPM units)
Resale accurate
Communications interface
Dual sided retail or commercial electronic display
Programmable pulse output
Complete stainless steel construction
Powder coated welder chassis
ETL listed

SECTION II

INSURANCE REQUIREMENTS
REVISED

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. As evidence of compliance with the insurance required herein, Contractor shall furnish the City of Fort Pierce with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City of Fort Pierce and its members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) the original of the policy(ies); or
(c) other evidence satisfactory to the City of Fort Pierce.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least fifteen (15) days prior to the expiration or termination of such insurance.

If requested to do so by the City of Fort Pierce, Contractor shall, within thirty (30) days after receipt of a written request from the City of Fort Pierce, provide the City of Fort Pierce a certified, complete copy of the policies of insurance of insurance providing the coverage required.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY – Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City of Fort Pierce, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City of Fort Pierce, and it's officials, officers and employees scheduled thereon. The policy shall be endorsed to include NCCI Endorsement WC 00 02 01A, "Maritime Coverage Endorsement" or its equivalent.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	$1,000,000 (Each Accident)
	$1,000,000 (Disease-Policy Limit)
	$1,000,000 (Disease-Each Employee)

COMMERCIAL GENERAL LIABILITY – Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements, other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City of Fort Pierce and its officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

AUTOMOBILE LIABILITY – Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed.

The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

WATERCRAFT LIABILITY – To the extend watercraft are utilized, the Contractor shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum cover the Contractor and subcontractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City of Fort Pierce and its officials, officers and employees as additional insureds.

The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000

POLLUTION LEGAL LIABILITY – Such insurance shall cover Contractor for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the City of Fort Pierce and its officials, officers and employees as additional insureds.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$500,000
Annual Aggregate	$500,000

GENERAL CONDITIONS

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City of Fort Pierce or its members, officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City of Fort Pierce or its members, officials, officers and employees.

All policies of insurance provided by the Contractor must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation.

The Commercial General Liability, Watercraft Liability and Pollution Liability policies shall be endorsed to provide that the Insurer waive its rights against the City of Fort Pierce and their officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SORIDE, MATTHEW LEE

SPATCO ENERGY SOLUTIONS, LLC
2586 LANE AVE N
JACKSONVILLE FL 32254

LICENSE NUMBER: CBC1264756

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SORIDE, MATTHEW LEE

SPATCO ENERGY SOLUTIONS, LLC
8303 UNIVERSITY EXECUTIVE PARK DR
CHARLOTTE NC 28262

LICENSE NUMBER: PCC1256982

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SORIDE, MATTHEW LEE

SPATCO ENERGY SOLUTIONS, LLC
4201 CONGRESS ST SUITE:440
CHARLOTTE NC 28209

LICENSE NUMBER: EC13009926

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2022 - 2023 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
https://taxcollector.coj.net/

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023 .

SORIDE, MATTHEW LEE
P O BOX 31516
CHARLOTTE, NC 28231

ACCOUNT NUMBER: 320893
BUSINESS NAME: SORIDE, MATTHEW LEE
PHYSICAL ADDRESS: 2586 LANE AVE
JACKSONVILLE, FL 32254

CLASSIFICATION CODE: 325014 QUALIFYING AGENT - CONTRACTORS

STATE LICENSE NO: PCC1256982

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	100.00

RENEWAL

VALID UNTIL September 30, 2023

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid INT-23-00603256 08/17/2022 $ 100.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2022

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

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

PRODUCER Scott Insurance - Charlotte 521 E. Morehead Street Suite 300 Charlotte NC 28202	CONTACT NAME: Joanna Wilder PHONE (A/C, No, Ext): 704-644-7908 FAX (A/C, No): 434-455-7821 E-MAIL ADDRESS: jwilder@scottins.com
INSURED SOUTPUM-01 SPATCO Energy Solutions, LLC 8303 University Executive Park Drive Suite 400 Charlotte NC 28262	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Insurance Company — 10172 INSURER B : XL Specialty Insurance Company (A+) — 37885 INSURER C : The Travelers Indemnity Company of America (A++) — 25666 INSURER D : Travelers Casualty and Surety Company (A++) — 19038 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 407217653 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		G71832612 003	8/1/2022	8/1/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Pollution Liab						MED EXP (Any one person)	$ 5,000
	X Prof Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			810-5T732599-22-14	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			G71832636 003	8/1/2022	8/1/2023	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	UB-5T764850-22-14-G	8/1/2022	8/1/2023	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Auto Physical Damage			810-5T732599-22-14	8/1/2022	8/1/2023	Comprehensive Ded	1,000
B	Equip/Installation Floater			UM00089486MA22A	8/1/2022	8/1/2023	Collision Ded	1,000
							Installation Limit	1,000,000

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

The City of Fort Pierce and its officials, officers and employees are additional insured as respects general liability if required by written contract. A waiver of subrogation as respects workers compensation applies in favor of the Certificate Holder if required by written contract. 30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

CERTIFICATE HOLDER

City of Fort Pierce
100 North US 1
Fort Pirece FL 34950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NOTICE TO OTHERS ENDORSEMENT

Named Insured SPATCO Energy Solutions, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G71832612 003	Policy Period 08/01/2022 to 08/01/2023	Effective Date of Endorsement 08/01/2022
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

FIRST NAMED INSURED'S REPRESENTATIVE

Name of first **Named Insured's** representative: (*Enter the name and address of the Retail Agent*)

AmWINS
Attn: Cameron Aldrich
3630 Peachtree Road NE, Suite 1700
Atlanta, GA 30326

A. For purposes of this endorsement, the following definition is added:
Certificate **Holder Schedule** – A list of persons or organizations requesting 30 day notice of cancellation of this Policy that is created by and maintained by the first **Named Insured** or the first **Named Insured's** representative.

B. We will only be responsible for sending written notice of cancellation to the first **Named Insured** and the first **Named Insured's** representative identified above. This notice will be sent at least 35 days prior to the cancellation date applicable to the Policy. In turn, it will be the sole responsibility of the first **Named Insured's** representative to send notice to the persons or organizations listed in the **Certificate Holder Schedule** at least 30 days prior to the cancellation date applicable to the Policy.

C. If we cancel this Policy prior to its expiration date by notice to the first **Named Insured** for any reason other than nonpayment of premium, we will also send written notice of cancellation to the first **Named Insured's** representative to enable such representative to send notice to such persons or organizations in the **Certificate Holder Schedule** upon receipt of written notice of cancellation from us. This notice to persons or organizations listed in the **Certificate Holder Schedule** will be the sole responsibility of the first **Named Insured's** representative, separate from and in addition to our notice to the first **Named Insured**, the first **Named Insured's** representative and any other party to whom we are required to notify by statute or in accordance with the cancellation provisions of the Policy.

D. We will not receive or maintain a copy of the **Certificate Holder Schedule**. Sole responsibility for the accuracy and correctness of information in any **Certificate Holder Schedule** lies exclusively with the first **Named Insured** or the first **Named Insured's** representative.

E. The notice to persons or organizations listed in the **Certificate Holder Schedule** referenced in this endorsement and provided by the first **Named Insured's** representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Certificate Holder Schedule** in the event of cancellation of coverage. We have no legal

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obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) listed in the **Certificate Holder Schedule** will impose no obligation or liability of any kind upon the insurance company, its agents and representatives, and will not extend any Policy cancellation date and/or negate any cancellation of the Policy.

F. This endorsement does not apply in the event that the first **Named Insured** cancels the Policy or in the event of cancellation for nonpayment of premium.

All other terms and conditions of this Policy remain unchanged.

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POLICY NUMBER: G71832612 003

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-5T764850-22-14-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 01 06 (A)

POLICY NUMBER: UB-5T764850-22-14-G

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page. General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AL	31.00
AR	84.00
FL	58.00
GA	50.00
KY	50.00
LA	23.00
MS	81.00
NC	58.00

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
OK	75.00
SC	25.00
TN	110.00
UT	84.00
VA	32.00

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 P7 (00)

POLICY NUMBER: UB-5T764850-22-14-G

NOTICE OF CANCELLATION OR NONRENEWAL BY US ENDORSEMENT

The following replaces **PART SIX – CONDITIONS**, **D. Cancellation**, Paragraph 2.:

2. We may cancel or not renew this policy by mailing or delivering to you written notice stating when such cancellation or nonrenewal is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We will mail or deliver that notice:
   a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or
   b. At least the number of days shown in the Schedule before the effective date of the cancellation or non-renewal, if we cancel or do not renew for any other reason.

   Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days notice required by applicable law.

SCHEDULE

NUMBER OF DAYS 60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 08-01-22 ST ASSIGN: Page 1 of 1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:** 90
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice:** 90

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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ENERGY SOLUTIONS

CITY OF FORT PIERCE
PURCHASING DIVISION
1 AVENUE A
FORT PIERCE FL 34950

Quotation

Number/Date
20089745 / 10/05/2022
Reference no./Date

Delivery date
Day 10/12/2022
Cust. no.
1063684
Validity period
10/05/2022 to 10/20/2022
Salesperson
774

Bill-to address
CITY OF FORT PIERCE- PURCHASING DIV
ATTN:Dean Kubitsschek(Marina Direct
PH;772-464-1245 OR 772-834-1070
Dkubitschek@cityoffortpierce.com
100 NORTH US 1
FORT PIERCE FL 34950R

We deliver according to the following conditions:
Terms of payment Pending Credit Approval
Terms of delivery FOB SHIPPING POINT

Currency USD

Contact: Mark Casabo - Territory Sales Manager
Mobile: (321)246-8248 Office: (407)339-2384
Mark.Casabo@spatco.com - www.spatco.com

Material	Qty	Price	Value
INSTALLATION PRICE **Installation - Contract Price**	**1 EA**	**35,278.00**	**35,278.00**

SPATCO ENERGY SOLUTIONS Scope of Work:

1.Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.

2.Mobilize personnel and equipment to project site.

3.Temporarily barricade work area to provide a safe working environment.

4.Note: PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main

ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value

fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.

5.Locate and verify all power to (3) existing dispensers and confirm Lock out/Tag out has been performed.

6.Disconnect and remove (3) existing PMC dual hose dispensers and properly dispose.

7.Furnish and install (1)PMC - CMDR 2200 electric/single product/dual hose dispenser #1 for regular fuel.

8.Furnish and install (1) 100ft-1" & (1) 100ft-3/4" IRPCO hose to existing hose reels. Note: (1) Existing 3/4" hose reel located on dispenser #1 will be replaced with (1) 1" hose reel from dispenser #3.

9.Furnish and install (1)PMC - CMDR 2600 electric/single product/dual hose dispenser #2 for diesel fuel.

10.Furnish and install (2) 100ft-1" IRPCO hose to existing hose reels.

11.Furnish and install (1)PMC - CMDR 6600 electric/single product/dual hose dispenser #3 for diesel fuel.

12.Furnish and install 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to include a 40'x18" trench in the grass to furnish and install (1) Hannay Reel model #SSEPJ 26-30-31-115 volt SX-163 motor located at dispenser #3.

13.Furnish and install (1) 100ft-1" & (1) 115ft-1 1/2" IRPCO hose to existing and new hose reel.

14.Furnish and install (6) 2ft 1" IRPCO hose from dispenser to (6) hose reels.

15.Furnish and install (4) OPW Nozzle -7H-0100,(4) Swivel 45-1" (2) OPW Nozzles -11AP-0400, (2) Swivel 45-3/4".

ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value

16.Test and program all equipment to ensure proper functionality.

17.Clean up entire work area and demobilize crew.

Option: Fuel Management System Installation.

1.Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.

2.Mobilize personnel and equipment to project site.

3.Temporarily barricade work area to provide a safe working environment.

4.Note: PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.

5.Furnish & install (1) 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to the new Fuel Management System & (1) Cat 6 cable for internet connection.

6.Saw cut a 12'x18" of concrete from the Fuel Management System to dispenser #1 and a 10'x18" from dispenser #1 to dispenser #2 . Connect (2) Cat 6 cables for communications.

7.Run (1) Cat 6 cable from the Fuel Management System around the building and into the grass towards the back of the building. Trench 40ft in the grass to connect Cat 6 cable communications to PMC dispenser #3.

8.Furnish and install (1) Fuel Master Unit #FMU5740-F6 including FM Live Cloud Base Software.

9.Furnish and Install (1) USB Prokee Encoder #941D0120 to include (50) Blue Prokees #172405BL.

ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
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Material	Qty	Price	Value

10.Furnish & Install (1) Wireless Install Kit #191F0223 for tank monitor options.

11.Training to be supplied from project management for new equipment.

12.Test and program all equipment to ensure proper functionality.

13.Clean up entire work area and demobilize crew.

PRICE FOR OPTION ADD $50,968.00

Notes:

(A) Any unforeseen conditions will be charged out on a time and material basis.

****Quote is valid for 15 days, Due to volatility of market, material costs may increase before construction begins. If this is the case a change order will be required to proceed.**

INSTALLATION PARTS **1 EA** **13,842.00** **13,842.00**
Installation - Contract Parts

GPD3515 **1 EA** **15,400.00** **15,400.00**
CMDR-2200GRM Dual Dispenser

CMDR-2200GRM Dual Dispenser
Dual Product / Dual Hose
All stainless steel / aluminum piping
Aluminum conduit and fittings
Powder coated stainless steel frame
316L Stainless steel panels
SIDE 1 & SIDE 2 # rated to 20 GPM
1. 1" Positive Displacement meter
2. Inlet filter
3. Retail Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out

ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Material	Qty	Price	Value

5. 2-Wire Communications Interface
6. 1" Solenoid
7. Nozzle boot for OPW 11 Series or 7H style nozzle

Lead Time - 20 weeks ARO

FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

GPD3515 **1 EA** **15,743.00** **15,743.00**
CMDR-2600GRM Dual Dispenser

CMDR-2600GRM Dual Dispenser
Dual Product / Dual Hose
All stainless steel / aluminum piping
Aluminum conduit and fittings
Powder coated stainless steel frame
316L Stainless steel panels
SIDE 1# rated to 20 GPM
1. 1" Positive Displacement meter
2. Inlet filter
3. RETAIL Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out
5. 2-Wire Communications Interface
6. 1" Solenoid
7. Nozzle boot for OPW 11 Series or 7H style nozzle
SIDE 2# rated to 60 GPM
1. 1-1/2" Positive Displacement meter
2. Inlet strainer
3. RETAIL Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out
5. 2-Wire Communications Interface
6. 1-1/2" Solenoid
7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO

ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Page
6

Material	Qty	Price	Value
FREIGHT WILL BE PREPAID AND ADDED TO INVOICE			
GPD3515 **CMDR-6600GRM Dual Dispenser**	**1 EA**	**16,098.00**	**16,098.00**

CMDR-6600GRM Dual Dispenser
Dual Product / Dual Hose
All stainless steel / aluminum piping
Aluminum conduit and fittings
Powder coated stainless steel frame
316L Stainless steel panels
SIDE 1 & SIDE 2 # rated up to 60 GPM
1. 1-1/2" Positive Displacement meter
2. Inlet strainer
3. Retail Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out
5. 2-Wire Communications Interface
6. 1-1/2" Solenoid
7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO

FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

Items total	96,361.00
Freight	1,200.00
Estimated Tax	3,864.98
Final amount	101,425.98

****THANK YOU FOR THE OPPORTUNITY TO QUOTE****

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

ENERGY SOLUTIONS

CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind Seller.

Accepted By

Date: _____ **Customer:** _____

Date: _____ **Salesman:** _____

SPATCO Energy Solutions, LLC
TERMS AND CONDITIONS

1. Agreement. The agreement between Seller and Buyer (this "**Agreement**") consists of the applicable quotation signed by both parties ("**Quotation**"), the applicable statement of work signed by both parties ("**Scope**"), these terms and conditions, and the terms and conditions set forth on invoices delivered by Seller to Buyer. This Agreement shall become effective on the date Buyer executes and delivers it to Seller ("**Effective Date**"), subject to approval of Seller's credit manager.

2. Work. Seller will perform the Work on the terms and conditions of this Agreement. Seller (a) will install the Equipment at the Job Site in accordance with the current version of the American Petroleum Institute's Recommended Practice 1615-1987 (the "**API Standards**") and the Petroleum Equipment Institute's Recommended Practices for Installation of Underground Liquid Storage Systems (the "**PEI Standards**") and (b) will install all safety equipment included in the Equipment in accordance with the NFPA 30-1993 Flammable and Combustible Liquids Code or NFPA 30-A1993 Automotive and Marine Service Code, as applicable, (collectively, the "**NFPA Standards**").

3. Safety Standards. Federal, state and local laws and regulations may impose more stringent standards than the API Standards, the PEI Standards or the NFPA Standards, and Buyer's insurance carriers may require additional or different equipment. Buyer will ensure that the Work and the Equipment comply with all federal, state and local laws and regulations and with the standards set by Buyer's insurance carriers. Any changes to the Work or the Equipment to comply with any of those laws, regulations or other standards shall be made in accordance with **Section 6, Change Orders,** below. Buyer will follow all instructions and directions, and use all safety devices, provided by the manufacturers of the Equipment.

4. Price and Payments.

a. **Invoices.** Seller will invoice Buyer for the cost of each piece of Equipment and all related taxes, insurance and freight charges ("**Equipment Invoices**") on the earlier of (i) the delivery of that Equipment to the Job Site, or (ii) the delivery of that Equipment to Seller's warehouse for storage. Buyer will pay each Equipment Invoice within 10 days after the invoice date. Seller will invoice Buyer for all services ("**Service Invoices**") on a monthly basis, and Buyer will pay each Service Invoice within 30 days after the invoice date. Seller will give Buyer a credit against the initial amounts due under the Equipment Invoices and the Service Invoices in the amount of the Initial Payment (defined in the Quotation). Buyer shall not withhold payment based on any typographical or similar error in any invoice. All amounts Buyer does not pay as and when due shall accrue interest at the rate of 18% per annum until paid. Buyer shall pay all of Seller's costs of collection, including reasonable attorneys' fees. No partial payment by Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of Seller, notwithstanding any notation or statement accompanying that payment. **Payment Terms for Wayne Equipment are Net 10 Days.** _____ (Initial)

b. **Taxes.** The Price (defined in the Quotation) does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, "**Taxes**"). If Seller is required to collect any Taxes, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

c. **Permits.** The Price does not include any fees for any building or other government permits, licenses, tests or inspections necessary to perform the Work (collectively, "**Permits**"). Buyer will obtain and pay for all Permits, confirm to Seller in writing that it has done so, and deliver to Seller copies of all Permits, all before Seller begins the Work. If Seller pays any fees for any Permits, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

d. **Weekends and Holidays.** The Price does not include the extra costs of Seller's performing any of the Work on Saturdays, Sundays or holidays. If Buyer and Seller agree that Seller shall perform some of the Work on Saturdays, Sundays or holidays, Buyer will pay Seller, in addition to the Price, an extra charge equal to the number of hours of Work performed multiplied by twice Seller's standard labor rate.

e. **Performance Bond.** The Price does not contain any allowance for a performance bond. If Buyer requests, and Seller agrees to provide, a performance bond for some or all of the Work, as a condition to Seller's providing the bond, Buyer will pay directly all premiums and other costs of the bond.

f. **Not Included.** Unless otherwise stated in the Scope of Work (Attachment A), no electrical work, concrete or asphalt work, tank tests or line tests are included in the Price or the Work.

g. **Security Interest.** Buyer hereby grants and Seller retains a purchase money security interest in the Equipment, including the proceeds therefrom, for the purpose of securing Buyer's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the Equipment upon Buyer's default, and charge Buyer with any deficiency. Buyer hereby authorizes Seller to file appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by Buyer, upon Seller's request, Buyer shall provide a Landlord's Waiver in a form acceptable to Seller.

Seller reserves the right to ship under reservation for payment against documents of title. Title and a first and prior security interest to the Equipment shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. The Equipment shall at all times be deemed personal property, even after attachment or connection to realty. The Buyer shall keep the Equipment in good working condition and physical appearance free of liens, and until the purchase price is fully paid shall maintain such insurance as described below under **Insurance**.

5. Job Site Conditions.

a. **Digging and Excavating**. Any digging or excavating included in the Work is based on the assumption that the soil conditions at the Job Site are normal for the area and unobstructed. If any digging or excavating is included in the Work, and Seller encounters unusual digging conditions in connection with the Work, Buyer shall pay Seller its standard hourly labor rates for those personnel involved in overcoming those conditions. Unusual digging conditions are conditions that inhibit Seller from completing the digging in a reasonable manner using a backhoe or trackhoe, including heavy rock, shale and water. If Seller is required to have any of this Work performed by a subcontractor, Seller will invoice Buyer those costs plus 20%. Seller will notify Buyer of any unusual digging conditions before Seller commences the extra Work to overcome those conditions, and Buyer will have five days to decide whether to authorize Seller to perform the extra Work or to terminate this Agreement. If Buyer elects to terminate this Agreement as a result of those conditions, Buyer shall pay Seller, as a condition of being entitled to exercise its right to terminate, an amount equal to all hours spent by Seller's personnel performing the Work multiplied by Seller's standard hourly rates for those personnel, plus all of Seller's out of pocket costs incurred in connection with the Work, including all restocking fees for Equipment that can be returned and Seller's quoted selling price to Buyer for all Equipment that cannot be returned; provided that the amount of this payment shall not exceed the Price.

b. **Underground Structures**. Buyer shall inform Seller in writing of the location of all underground structures, including tanks, product lines, cables, conduits, sewer lines and water lines, where the digging or excavating is to occur before Seller starts any of the Work at the Job Site. Buyer shall indemnify, defend and hold Seller and its affiliates and their respective directors, officers, managers, employees and agents harmless from and against all claims, losses, damages, costs and attorneys' fees and expenses resulting from Seller's encountering any such underground structure unless Buyer informs Seller of the correct location and size of the structure before Seller commences the Work.

c. **Tank Filling**. Buyer shall have product or water available at the Job Site to fill all tanks as requested by Seller or as required by applicable law. Seller does not guarantee that the tanks will not float. Buyer will be responsible for all damage that may be caused by tanks floating under all circumstances, including all costs for equipment, labor and materials required to reinstall the tanks. Unless Seller's quotation expressly quotes a price for ballasting tanks, Buyer is responsible for ballasting tanks to capacity. Seller is not responsible for ballasting tanks or for any water removal or disposal from tanks. In addition, Seller is not responsible for filling the tanks with petroleum products or any associated overfill releases. Buyer is responsible for all overfills and releases under all circumstances.

d. **Photography**. Buyer hereby grants Seller permission to take still photographs and video recordings of all aspects of the Equipment and the Work.

e. **Electricity**. Buyer will provide, at Buyer's expense, at the Job Site all electrical power Seller at its subcontractors require for the operation of their tools and equipment.

f. **Materials Safety.** Buyer will provide Seller, PRIOR TO COMMENCEMENT OF THE WORK, Material Safety Data Sheets on all chemical products used by Buyer in connection with the Job Site.

6. **Change Orders**. Buyer may request changes in the Work, including the Equipment, by delivering to Seller a written request specifying in detail the proposed changes. If Seller agrees to make those changes, it shall deliver to Buyer a proposed change order ("**Change Order**") specifying the changes Seller will make and any associated change in the Price. The Change Order will not become effective or part of this Agreement unless and until Buyer executes it and delivers it to Seller, at which time the Change Order will become an amendment to this Agreement. Except as expressly provided in the Change Order, all provisions of this Agreement shall remain unmodified and in full force and effect.

7. **Warranties**.

a. **Equipment**. The sole and exclusive warranty for the Equipment shall be the manufacturer's warranty ("**Equipment Warranty**"), and Buyer's sole and exclusive remedy for a breach of the manufacturer's warranty shall be the remedy provided by the manufacturer. Seller does not provide any warranty for any of the Equipment.

b. **Services**. For a period of one year after the date of the particular Invoice for services provided in connection with the installation of the Equipment ("**Services Warranty Period**"), Seller warrants that all services Seller performs as part of the Work reflected in that invoice will be rendered in accordance with good commercial practices and comply in all material respects with the API Standards, PEI Standards, NFPA Standards and any other standards expressly listed in the SOW or these Terms and Conditions (the "**Services Warranty**"); provided, however, that with respect to any tank cleaning services provided by Seller, no warranty is made that the tank will be free of impurities after such cleaning has been completed, and Seller shall have no liability or responsibility for any such impurities. If Buyer delivers to Seller written notice specifying the services that do not comply with the Services Warranty and the reasons Buyer believes they do not comply within the Services Warranty Period, Seller, at Seller's option, will correct or re-perform the non-complying services or refund to Buyer that portion of the Price charged for those services. This **Section 7.b.** contains Buyer's sole and exclusive warranties and remedies for any services that are part of the Work.

c. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

d. **Conditions**. The Equipment Warranty and the Services Warranty shall be null and void if (a) the Equipment or the Work are abused, misused, damaged by accident, used or operated contrary to Seller's or the manufacturer's instructions, or modified by anyone other than Seller, (b) the Equipment or the Work are not maintained in accordance with Seller's instructions or are given inadequate care, (c) Buyer does not pay the Price as and when due, (d) replacement parts other than those provided by Seller are installed in or on the Equipment, or (e) Buyer does not allow Seller access to the Equipment or the Work for purposes of inspection, repair or replacement. Seller shall not be responsible for the failure of any other person or entity (collectively, "**Person**") engaged by Buyer to install any electrical wiring correctly in accordance with the Equipment manufacturer's instructions. Buyer shall give Seller immediate written notice of any warranty claim,

shall allow Seller access to the Equipment and the Work to inspect, repair or replace the Equipment and the Work. Seller will not accept, pay or reimburse any invoices or charges for any warranty work performed by others. Notwithstanding anything to the contrary in this Agreement, Seller shall not be responsible for any damages resulting from the negligence of the Buyer or the failure of the Buyer to monitor the operation of all Equipment on a daily basis in accordance with standards established by the underground storage tanks regulations set forth in 40 C.F.R. Part 280 or any other applicable law, including Environmental Laws (defined below), affecting the operation of the Equipment, and Buyer shall be fully responsible for all of those damages.

e. Buyer Indemnity. Buyer agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Buyer's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by government agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against Seller or Buyer or said damage, personal injury or death is claimed or sustained by Buyer or made against Buyer or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Buyer agrees to hold Seller harmless from and defend and indemnify it against same.

f. Drawings. When specifically included in the Work, site drawings, installation plans, and as-built drawings will be prepared using a current Buyer-provided scale drawings showing property lines, rights of way, easements, utilities, driveways, buildings and improvements. Any drawings furnished in connection with the bid proposal or Work was for bid purposes only and is the property of Seller. If such drawings are used without a professional or registered engineer's stamp, Buyer uses it at its own risk with full and complete indemnity to Seller for any acts, errors, omissions or damages that may arise out of using such drawings.

g. Independent Contractor. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this Agreement or otherwise to perform any obligations of Buyer, whether regulatory or contractual, or to assume any responsibility for Buyer's business or operations.

h. Substitution. Any identification of Equipment by brand name, manufacturer, catalog number, or other designation in Buyer's purchase order, Seller's documents or elsewhere only establishes a general quality standard and does not require Seller to supply a particular item. Seller shall have the right to select other Equipment that in Seller's opinion meets that general quality standard.

8. Risk of Loss. The shipping terms are F.O.B Shipper's Dock. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Buyer, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Buyer, and Buyer shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

If any damage is evident upon delivery, Buyer must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Buyer must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Buyer's responsibility.

9. Disclaimers and Limitations. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT AND WORK, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT; (B) AS TO MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR WORK FOR ANY PARTICULAR PURPOSE; (C) AS TO THE SUITABILITY OF THE EQUIPMENT OR THE WORK FOR BUYER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT OR THE WORK ON BUYER'S OPERATIONS. Buyer must give Seller written notice of any claim that it has regarding the condition, quantity or quality of the Equipment within 30 days after the delivery of the Equipment (or with respect to the nonconformity of the Equipment with the manufacturer's warranty, within the period specified in the manufacturer's warranty). Buyer must give Seller written notice of any nonconformity of the Work with the Services Warranty within the applicable Service Warranty Period. The notice must specify the basis of Buyer's claim in detail and identify the Equipment or the Work at issue. Seller shall have a reasonable opportunity to inspect the Equipment or the Work at issue and a reasonable time to cure any nonconformity. Buyer's failure to comply with this Section shall constitute Buyer's acceptance of the Equipment and the Work and shall bind it to pay Seller the full Price of the Work. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In no event shall Seller be liable for any amount arising out of or relating to this Agreement, the Equipment or the Work, whether in contract, tort, strict liability or otherwise, in excess of the purchase price of the Equipment or Work at issue. Any action or proceeding by Buyer arising out of or relating to this Agreement, the Equipment or the Work will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. No delay in any of the Work shall entitle Buyer to any reduction of the Price.

10. Cancellation and Return of Goods. Buyer may cancel an order only upon advance written approval of Seller and the manufacturer; provided Buyer pre-pays the freight charges and Seller's reasonable cancellation and restocking charges, and Seller's handling fee equal to 10% of the Price for the Equipment or services that are the subject of the cancellation. No merchandise is returnable without Seller's advance written

_____ (Customer Initials)

_____ (Sales Rep. Initials)

consent. Merchandise must be returned within ten (10) days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Buyer, and it will be stored at Buyer's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Buyer until credit from the manufacturer is received. **Special custom orders (including dispensers) shall be non-cancelable and non-refundable.**

11. Insurance.

a. **Seller.** Seller shall purchase and maintain during the performance of the Work (i) commercial general liability insurance, including coverage for bodily injury and property damage, that shall cover Seller and its subcontractors in their performance of the Work, and (ii) workers' compensation insurance as required by applicable law. At Buyer's request, Seller shall provide a current certificate of insurance showing Seller has in force the foregoing insurance.

b. **Buyer.** Buyer shall purchase and maintain commercial general liability insurance, including coverage for bodily injury and property damage to the Equipment, and for meeting any financial responsibility requirements under federal and state underground storage tank regulations. Buyer shall also purchase and maintain until Buyer pays the Final Invoice builder's risk insurance, including extended coverage for fire, theft and vandalism. At Seller's request, Buyer shall provide a current certificate of insurance showing Buyer has in force the foregoing insurance and showing Seller as a loss payee to the extent of its interest.

12. Force Majeure. Seller shall not be liable for delays or failing to perform any of its obligations under this Agreement resulting directly or indirectly, in whole or part, from events or causes beyond its reasonable control, acts of God, accidents, riots, wars, national emergencies, terrorism, strikes, labor disputes, unusual weather, natural disasters, hurricanes, storms, persistent or heavy rain, cyclones, earthquakes, floods, lightning, embargoes, failure by suppliers to deliver or by other contractors to perform, delays in obtaining or the inability to obtain supplies, equipment or labor through normal sources at normal prices, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any of the foregoing shall operate to extend Seller's time of performance under this Agreement for a period not less than the period of the delay caused by any of the foregoing, plus a reasonable amount of time for remobilization.

13. Seller's Rights Following Default.

a. Seller may, without prejudice to any other right or remedy, terminate this Agreement if: (i) Buyer is adjudged bankrupt or a receiver or trustee is appointed for Buyer, or Buyer is insolvent or makes a general assignment for the benefit of creditors; (ii) Buyer fails to pay any amount when due; or (iii) Buyer materially breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days following written notice thereof from Seller. In any of those events, Seller also may, at its option, take one or more of the following actions: (i) declare all or part of Buyer's obligations to Seller immediately due and payable, (ii) suspend its performance under this Agreement, (iii) foreclose its security interest in the Equipment and/or repossess the Equipment, (iv) treat such event as a cancellation by Buyer, in which event Buyer shall be obligated to perform the obligations set forth in Section 10 above, or (v) pursue its other rights and remedies under this Agreement or applicable law.

b. Upon termination of this Agreement by Seller, Seller shall have the right to remove equipment, tools and machinery owned by it from the Job Site, and shall be paid for all work done under the Quotation, for all materials and supplies obtained by Seller pursuant to the Quotation and for all costs and expenses incurred by Seller to date of termination. Buyer also shall pay all costs of collection, including reasonable attorneys' fees and costs.

14. Environmental.

a. **Representations and Warranties.** Buyer hereby represents and warrants to Seller that currently and at all times until Buyer pays the Price in full: (i) no Hazardous Substances are or will be present in, on or under the Job Site, including the air, surface water, land surface and groundwater; (ii) the Job Site and Buyer's operations on the Job Site are and will be in full compliance with all Environmental Laws; (iii) Buyer has the authority to authorize the installation of the Equipment and the performance of the Work as provided in this Agreement and has obtained all necessary consents from the owners of the Job Site for the same; (iv) Buyer has obtained all necessary permits and licenses to install the Equipment and to perform the Work; (v) Buyer and the Job Site are and will remain in full compliance with the underground storage tank regulations in 40 C.F.R. Part 280, including the financial responsibility regulations in Subpart H of the same; and (vi) the installation of the Equipment and the performance of the Work comply with all federal, state and local laws and regulations and with the standards set by the Buyer's insurance carriers, including all requirements restricting the location of, or imposing special requirements regarding, underground storage tank systems at or around wells, surface water and other sensitive receptors.

b. **Regulations.** Buyer is solely responsible for compliance with all of the underground storage tank regulations set forth in 40 C.F.R. Part 280, including as they relate to the installation of the Equipment and the performance of the Work.

c. **Inspection and Reporting Responsibilities.** Seller is not responsible for inspecting the Job Site or reporting to third parties, including governmental agencies, any Hazardous Substances or any violations of Environmental Laws relating to the Job Site or the Work. Buyer has the responsibility for inspecting the Job Site and reporting to third parties.

d. **Indemnity.** Buyer shall indemnify, defend and hold harmless Seller and its affiliates and their respective directors, officers, managers, employees and agents from and against any and all claims, actions, proceedings, liabilities, fines, losses, damages, costs, judgments, attorneys' and consultants' fees and expenses arising out of or relating to (i) the presence, suspected presence, release or threatened release, before or after the Effective Date, of any Hazardous Substances in, on or under the Job Site and any migration of those Hazardous Substances before or after the Effective Date, (ii) any activities, use or operations on the Job Site by Buyer or any other Person or their respective predecessors, successors, assigns, affiliates, directors, officers, managers, employees, invitees, contractors, vendors and

agents, (iii) any violation of or failure to comply with Environmental Laws at or relating to the Job Site, (iv) allegations that Seller is a handler, generator, owner, operator, treater, storer, transporter or disposer of any underground storage tank or Hazardous Substance in, on, under, located on or otherwise associated with the Job Site, (v) the use, ownership, maintenance, transfer, transportation or disposal of the Equipment after completion of the Work or while under Buyer's control, or (vi) any breach, misrepresentation, inaccuracy or failure to perform any representation, warranty or covenant made by Buyer in this Agreement.

e. **Definitions**. "**Hazardous Substances**" means any and all substances, materials, wastes, pollutants and contaminants which are now or at any time in the future defined as hazardous or toxic or are prohibited, limited or regulated by any Environmental Law (defined below) or that, if not so defined, prohibited, limited or regulated, could or do pose a hazard to health, safety or the environment, including any asbestos, asbestos-containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials, petroleum, petroleum products and petroleum by-products. "**Environmental Laws**" means any and all present or future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental and/or judicial directives or requirements, as well as common law, relating to the protection of human health or the environment and that are applicable to Buyer, Buyer's business, Seller, the Job Site or any operations now or previously conducted on the Job Site, including the federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any analogous state and local laws.

15. **Hardware/Software.**

a. In connection with this Quotation, the parties assume that any system hardware and software supplied by Buyer and/or Seller is inherently compatible and requires only routine start-up and programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller will be held harmless from any resulting delays in completion of the Work, and shall be entitled to full payment of the Price.

b. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Equipment. Buyer shall only have the limited, nonexclusive right to use the software in object code form only as specified by Seller or its licensors in order to operate the Equipment. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) install any other software on the Equipment. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Equipment and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by this Agreement.

16. General. Any notice permitted or required under this Agreement shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of Seller and Buyer listed in the Quotation. Buyer may not assign to any person or entity all or a portion of its rights or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without that consent shall be void. Seller reserves the right to subcontract portions of the Work and to correct clerical and typographical errors in any document. This Agreement and any controversy relating to it or the Equipment or the Work shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to this Agreement or its enforcement, or to the Equipment or the Work, shall be commenced and heard only in the state courts for Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Seller and Buyer hereby consent and submit to the jurisdiction and venue of those courts. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. No delay in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired. The word "including" shall not be deemed to be limiting. If there is any conflict between the provisions of these Terms and Conditions, the Quotation and the Scope, the provisions of these Terms and Conditions shall control. **Sections 5.d., 7, 9, 13, 14.d., and 15.b.** shall survive the termination of this Agreement for any reason. This Agreement contains the entire agreement of the parties relating to the Equipment or the Work and supersedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

_____ (Customer Initials)

_____ (Sales Rep. Initials)

City Commission Regular Meeting **11. d.**

Meeting Date: 06/05/2023

Re: Approve the naming of the playground at Jaycee Park

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

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SUBJECT:

Approve the naming of the playground at Jaycee Park to The Fort Pierce Sunrise Kiwanis Club Playground.

SUMMARY:

The City Commission reviewed the applications for the renaming of Jaycee Park presented by the Parks Advisory Committee at the Conference Agenda on Monday, March 13, 2023. The City Commission decided to name the playground and not rename Jaycee Park. The playground will be renamed The Fort Pierce Sunrise Kiwanis Club Playground. This item is now ready to be formally approved by the City Commission.

RECOMMENDATION:

Approve as recommended to the City Commission

ALTERNATIVES:

Proceed as directed by the City Commission

RESPONSIBLE STAFF:

Mike Reals, Director of Public Works

COORDINATED WITH:

Parks Advisory Committee
Kaitlyn Ballard, Engagement and Outreach Coordinator

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022/23
Account:	n/a
Amount:	n/a

OTHER INFORMATION:

n/a

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2023 09:28 AM

Form Started By: Kaitlyn Ballard
Started On: 05/17/2023 02:44 PM
Final Approval Date: 05/24/2023

City Commission Regular Meeting **11. e.**

Meeting Date: 06/05/2023

Re: Approval of Highwaymen Museum Grant Extension Amendment

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

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SUBJECT:

Approval of Highwaymen Museum Grant Extension Amendment extending the grant period to 12/31/2023.

SUMMARY:

As per the grant agreement for the African-American Cultural and Historical Grant with the Department of State, for the Florida Highwaymen & African-American Culture Project, the original grant period will end on 6/30/2023.

RECOMMENDATION:

Staff recommends approval of the Highwaymen Museum grant period extension amendment.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Audria Moore-Wells, Special Projects Coordinator

COORDINATED WITH:

Teri R. Abstein PhD., FCCM
Contracts & Grants Manager
Florida Department of State/Florida Arts & Culture

Fiscal Impact

Budgeted Y/N: N/a

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

This extension will not have a financial impact.

Attachments

Amendment

Grant Agreement with Department of State

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/18/2023 01:53 PM
City Manager	Nick Mimms	05/24/2023 09:11 AM

Form Started By: Audria Moore-Wells Started On: 05/02/2023 04:41 PM
Final Approval Date: 05/24/2023

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of CentralOffice hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for FL Highwaymen & African-American Culture Project . The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 06/30/2023

Amended Length of Agreement

7/1/2021 -12/31/2023

Additional Conditions

12. Grant Reporting Requirements:

f) Sixth Report is due by October 15, 2023 for the period ending September 30, 2023 (third year of the grant period).

g) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

_____	_____
Authorized official for the Grantee	Authorized official for the Division

_____	_____	_____	_____
Authorized official Signature	Date	Division Authorized official Signature	Date

GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Fort Pierce
HD7SD9PNKNA5
23.s.aa.900.084

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and theCity of Fort Pierce hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number23.s.aa.900.084 for the Project "FL Highwaymen & African-American Culture Project," in the amount of $$483,662 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "**FL Highwaymen & African-American Culture Project** ," the public purpose for which these funds were appropriated.

   a. The Grantee shall perform the following **Scope of Work**:

Funds are to be used to transform an existing two-story, 3,200 square feet building located in the historical African American community of Lincoln Park to house The Florida Highwaymen Museum. Work items include: HVAC; fire suppression; security system; decorative security fencing; upgrade (5) exterior doors; renovate kitchen and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount

1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	$120,915
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$120,915
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$120,916

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$120,916
Totals				**$483,662**

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :
Teri Abstein
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6299
Email: teri.abstein@dos.myflorida.com

For the Grantee:
Contact: Audria Moore-Wells
Address: 100 N US Highway 1 Fort Pierce Florida 34950
Phone: 772.467.3184
Email: amoorewells@cityoffortpierce.com

4. **Grant Payments.** All grant payments are requested online via https://dosgrants.com/ by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
   b. All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit http://www.flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
   b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
   c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at https://www.nps.gov/subjects/historicpreservation/standards.htm or applicable industry standards.

   The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.

ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: https://www.nps.gov/subjects/historicpreservation/standards.htm.

iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/.

iv. Architectural Services

A. All projects shall require contracting for architectural/engineering services.
B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

A. Upon completion of **schematic design**;
B. Upon completion of **design development and outline specifications**; and
C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code.*

b) For all projects involving **survey activities**, the following special conditions apply:

i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.

ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.

iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at https://dos.myflorida.com/historical/grants/small-matching-grants/. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code.*

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federa Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via https://dosgrants.com/. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.

b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 September 30, 2022.

c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.

e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.

f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Datset forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.

13. Matching Funds. Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than $500,000. *However*, if the Grant Award Amount is greater than $500,000, Grantee is required to provide a 50% match of the amount above $500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however,* that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;
g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of

consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;

h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
i) Entertainment, food, beverages, plaques, awards or gifts;
j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
p) Accessibility improvements for Religious Properties;
q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. **Repayment**. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com/. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records**. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department 's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Restrictive Covenants**. The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of grant funds. The Restrictive Covenants shall include at a minimum the following provisions:

    a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.

    b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.

    c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

    d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

    e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.

    f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.

        i. Amortization Schedule for projects involving improvements to Real Property:
        If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).

    g. Other provisions as agreed upon by the Department and the Grantee.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.

c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d. The name of the account(s) must include the grant award number;

e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.

29. Liability. The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.

a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

    a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.

    b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

    c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.**

    a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.

    b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101,*et seq.*), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a. This Agreement
b. Estimated Project Budget (Attachment A)
c. Single Audit Act Requirements and Exhibit I (Attachment B)
d. Federal Special Conditions (Attachment C)
e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By: Sandy Shaughnessy	By: Linda Hudson
Division Director Sandy Shaughnessy	Authorizing Official for the Grantee
Division of Arts and Culture	Linda Hudson, Mayor
	Typed name and title
August 23, 2022	8/1/2022
Date	Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Other			
HVAC Systems	$21,450	$0	$0
Alarm System	$81,596	$0	$0
Fencing	$78,480	$0	$0
Building Pressure Wash	$1,200	$0	$0
Exterior Building Painting	$16,500	$0	$0
Brick Garden Pavers	$32,500	$0	$0
LED Track Lights 1st Fl	$12,000	$0	$0
Exterior Doors PGT Impact 1st Fl	$10,000	$0	$0
Kitchen Wood Shutters	$1,350	$0	$0
Removal & Replace Flooring 1st Fl	$11,600	$0	$0
Windowsills 1st Fl	$1,800	$0	$0
Repair Prime Patch Paint Walls 1st Fl	$10,200	$0	$0
LED Track Lighting 2nd FL	$18,750	$0	$0
Window Coverings 2nd Fl	$7,200	$0	$0
2 Exterior Doors PGT Impact 2nd Fl	$5,000	$0	$0
Removal & Replace Flooring 2nd Fl	$11,600	$0	$0
Repair Patch Paint 2nd Fl	$10,200	$0	$0
Generators	$75,500	$0	$0
Install Fire Wet Water Suppression System	$25,000	$0	$0
Install 6 Custom Window Coverings throughout 1st Floor	$3,600	$0	$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	$1,250	$0	$0

Description	Grant Funds	Cash Match	In Kind Match
Supply and Install 5 Windowsills 2nd Fl	$750	$0	$0
Elevator Repair	$6,136	$0	$0
Kitchen Renovation	$40,000	$0	$0
Subtotals	*$483,662*	*$0*	*$0*
Totals	**$483,662**	**$0**	**$0**

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

      The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

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

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. $483,662

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.

5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.

8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

10. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

11. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence.*

13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

    i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    ii. Procure a commercial sex act during the period of time that the award is in effect; or
    iii. Use forced labor in the performance of the award or subawards under the award.

15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

    i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

    ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

    iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. **Additional Lobbying Requirements.**

    i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

    ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

    iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

    i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

    The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

    v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

E. See Public Law 115-232, section 889 for additional information.

F. See also 2 CFR § 200.471.

xii. Domestic Preferences for Procurements.

A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Linda Hudson

Name and Title of Authorized Representative

Linda Hudson, Mayor 8/1/2022

Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Florida Department of State African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for the "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Funds are to be used to transform an existing two-story, 3,200 square feet building located in the historical African American community of Lincoln Park to house The Florida Highwaymen Museum. Work items include: HVAC; fire suppression; security system; decorative security fencing; upgrade (5) exterior doors; renovate kitchen and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch.

Amended Scope Of Work

Funds are to be used to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; removal of and replace the flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with a transfer switch.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	$21,450	$0	$0
Alarm System	$81,596	$0	$0
Fencing	$78,480	$0	$0
Building Pressure Wash	$1,200	$0	$0
Exterior Building Painting	$16,500	$0	$0
Brick Garden Pavers	$32,500	$0	$0
LED Track Lights 1st Fl	$12,000	$0	$0

Description	Grant Funds	Cash Match	In Kind Match
Exterior Doors PGT Impact 1st Fl	$10,000	$0	$0
Kitchen Wood Shutters	$1,350	$0	$0
Removal & Replace Flooring 1st Fl	$11,600	$0	$0
Windowsills 1st Fl	$1,800	$0	$0
Repair Prime Patch Paint Walls 1st Fl	$10,200	$0	$0
LED Track Lighting 2nd FL	$18,750	$0	$0
Window Coverings 2nd Fl	$7,200	$0	$0
2 Exterior Doors PGT Impact 2nd Fl	$5,000	$0	$0
Removal & Replace Flooring 2nd Fl	$11,600	$0	$0
Repair Patch Paint 2nd Fl	$10,200	$0	$0
Generators	$75,500	$0	$0
Install Fire Wet Water Suppression System	$25,000	$0	$0
Install 6 Custom Window Coverings throughout 1st Floor	$3,600	$0	$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	$1,250	$0	$0
Supply and Install 5 Windowsills 2nd Fl	$750	$0	$0
Elevator Repair	$6,136	$0	$0
Kitchen Renovation	$40,000	$0	$0
Totals	**$483,662**	**$0**	**$0**

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	$22,800	$0	$0
Fencing	$77,508	$0	$0
Pressure wash and paint the exterior building	$19,790	$0	$0
Brick Garden Pavers	$31,500	$0	$0
LED Track Lights 1st and 2nd floors	$32,250	$0	$0
Exterior Doors PGT Impact 1st and 2nd floors	$10,325	$0	$0

Description	Grant Funds	Cash Match	In Kind Match
Kitchen Wood Shutters	$1,400	$0	$0
Removal of existing Flooring 1st and 2nd floors	$3,200	$0	$0
Windowsills 1st and 2nd floors	$8,200	$0	$0
Repair Prime Patch Paint Walls 1st and 2nd floors	$12,895	$0	$0
Window Coverings 1st and 2nd floors	$9,600	$0	$0
Replace Flooring 1st and 2nd floors	$23,200	$0	$0
Generator	$67,480	$0	$0
Architectural and Engineering	$28,000	$0	$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	$7,675	$0	$0
cleaning and Waste Management	$6,100	$0	$0
General Conditions	$3,500	$0	$0
Kitchen Renovation	$44,200	$0	$0
Project Fee (includes management and coordination)	$74,039		
Totals	**$483,662**	**$0**	**$0**

AUTHORIZATION

Linda Hudson

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature

Date

Division Authorized official Signature

March 23, 2023

Date

City Commission Regular Meeting **11. f.**

Meeting Date: 06/05/2023

Re: Brothers' Construction Specific Authorization No. 3 - Jaycee Park Boat Ramp and Floating Docks - Ref. Bid No. 2018-014

Submitted For: Tracy Telle, Assistant City Engineer, Engineering

---

SUBJECT:

Approval of Brothers' Construction, Inc. Specific Authorization No. 3 in the amount of $808,725.00 for the repair and reconstruction of the boat ramp and docks at Jaycee Park.

SUMMARY:

On November 10, 2022, Hurricane Nicole made landfall just north of Fort Pierce as a Category 1 hurricane. Substantial damage to the Jaycee Park fixed boat docks occurred as a result of the wave and wind action generated by the storm. The attached construction proposal will provide a resiliency plan that provides a product that can withstand the effects of a hurricane with 3-second wind gusts of 170 MPH. The construction of the three (3) floating boat docks and gangways will also allow use by the public during periods of high water events as the ramps will no longer be fixed and will be ale to adjust with the water level accordingly. Construction plans have been prepared and permits, ACOE and FDEP have been secured.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and leave the existing boat ramps unusable.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FDEP and ACOE

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	1111111-563200
Amount:	$808,725.00

FISCAL IMPACT:

Funding of the $808,725.00 for the construction of the three (3) floating docks and associated gangways/platforms shall be encumbered from the Park Impact Fees Account No. 1111111-563200.

Attachments

Construction Plans
Wave Analysis
Technical Specifications
ACOE Permit
FDEP Permit
SA No. 3 - City Attorney Approval
SA No. 3 - Brothers Signed

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/31/2023 01:02 PM
City Manager	Nick Mimms	05/31/2023 03:30 PM
Form Started By: Tracy Telle		Started On: 05/17/2023 03:55 PM
Final Approval Date: 05/31/2023		

CONSTRUCTION DOCUMENTS

JAYCEE PARK DOCK AND BOAT RAMP

FORT PIERCE, FLORIDA

March 16, 2023

TABLE OF CONTENTS

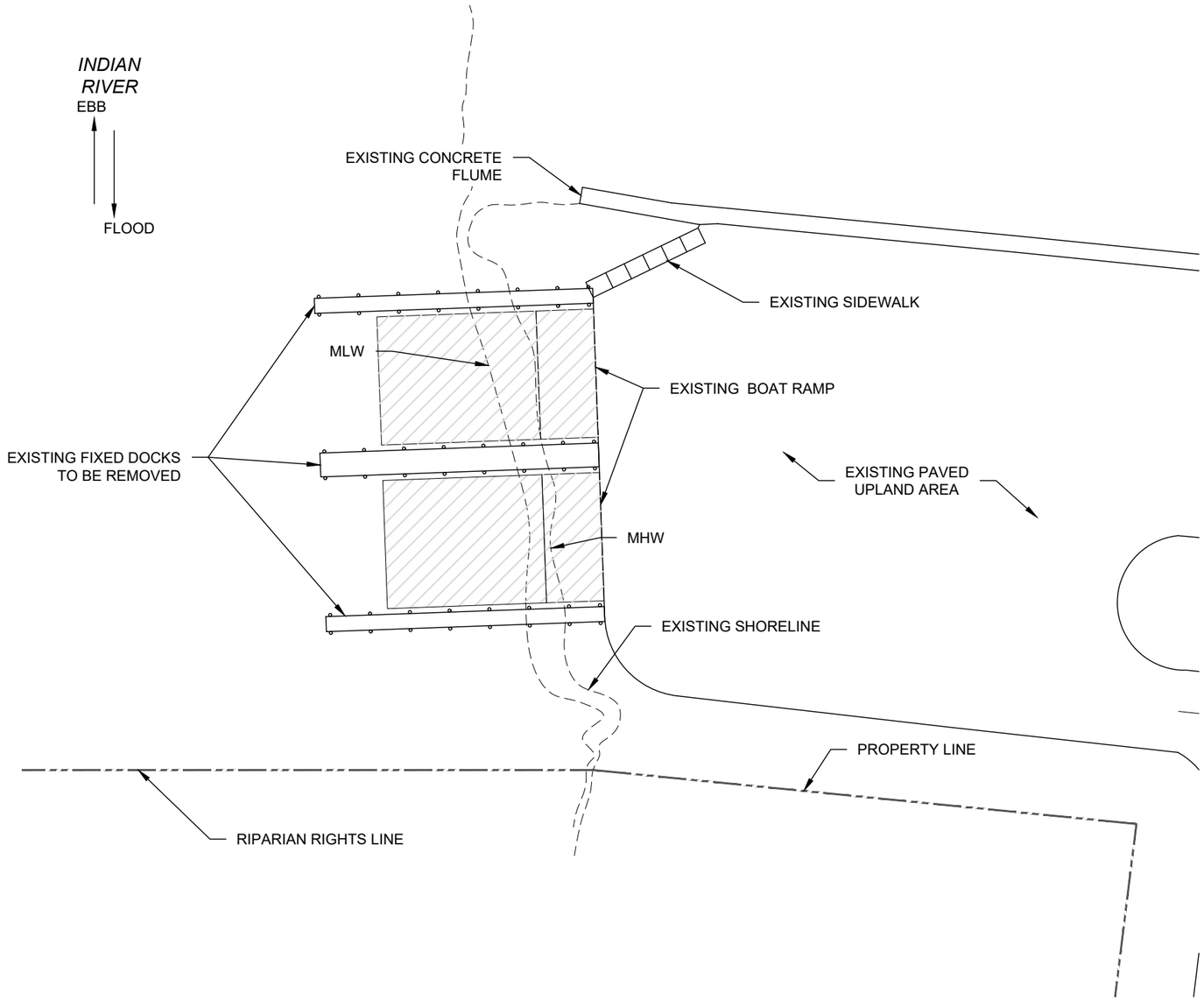
SHEET	DRAWING TITLE
1	EXISTING CONDITIONS AND NOTES
2	PROPOSED DOCK LAYOUT PLAN
3	DOCK CROSS SECTIONS AND DETAILS
4	ABUTMENT CROSS SECTIONS AND DETAILS

PREPARED FOR:

CITY OF FORT PIERCE
1415 S OCEAN DR
FORT PIERCE, FLORIDA 34949

PREPARED BY:

618 US HIGHWAY 1
SUITE 106
N PALM BEACH, FL 33408
561-315-3318
www.bmainc.co



EXISTING CONDITIONS
SCALE: 1" = 30'

GENERAL NOTES:

1. PROPERTY LINES AND LAYOUT FEATURES SHOWN IN THESE PLANS ARE BASED ON INFORMATION TAKEN FROM SURVEY PERFORMED BY CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING., DATED APRIL 13, 1975.
2. ELEVATIONS SHOWN ON UPLAND ARE REFERENCED TO NAVD88.
3. SCOPE OF WORK INCLUDES INSTALLATION OF CONCRETE ABUTMENTS, GANGWAYS, AND COURTESY FLOATING DOCKS AT EXISTING PUBLIC BOAT RAMP.
4. ALL DEBRIS SHALL BE DISPOSED OF AT AN OFFSITE DISPOSAL SITE. ANY DEBRIS FALLING INTO THE WATER SHALL BE RETRIEVED AND DISPOSED OF OFFSITE.
5. ANY IMPACTED AREAS SHALL BE RETURNED TO A ROUGH-GRADED AND BETTER-THAN-ORIGINAL CONDITION. CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH EXISTING AND PROPOSED CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
6. SEE SHEET 1 FOR EXISTING CONDITIONS AND NOTES; SHEET 2 FOR PROPOSED DOCK LAYOUT PLAN; SHEET 3 FOR DOCK CROSS SECTIONS AND DETAILS; AND SHEET 4 FOR ABUTMENT CROSS SECTIONS AND DETAILS.
7. ALL INFORMATION CONTAINED IN THESE PLANS SHALL BE FIELD CONFIRMED AS NECESSARY BY CONTRACTOR PRIOR TO AND DURING ALL CONSTRUCTION ACTIVITIES. ANY DISCREPANCIES WHICH MAY MATERIALLY ALTER THE DESIGN AND/OR CONSTRUCTION SCOPE SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
8. ANY MODIFICATIONS TO THESE PLANS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO EXECUTION.
9. THIS PROJECT IS PENDING APPROVAL THROUGH A PERMIT EXEMPTION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND A STATE PROGRAMMATIC GENERAL PERMIT FROM THE US ARMY CORPS OF ENGINEERS. CONTRACTOR SHALL ADHERE TO ALL CONDITIONS OF REGULATORY APPROVALS.

NORTH

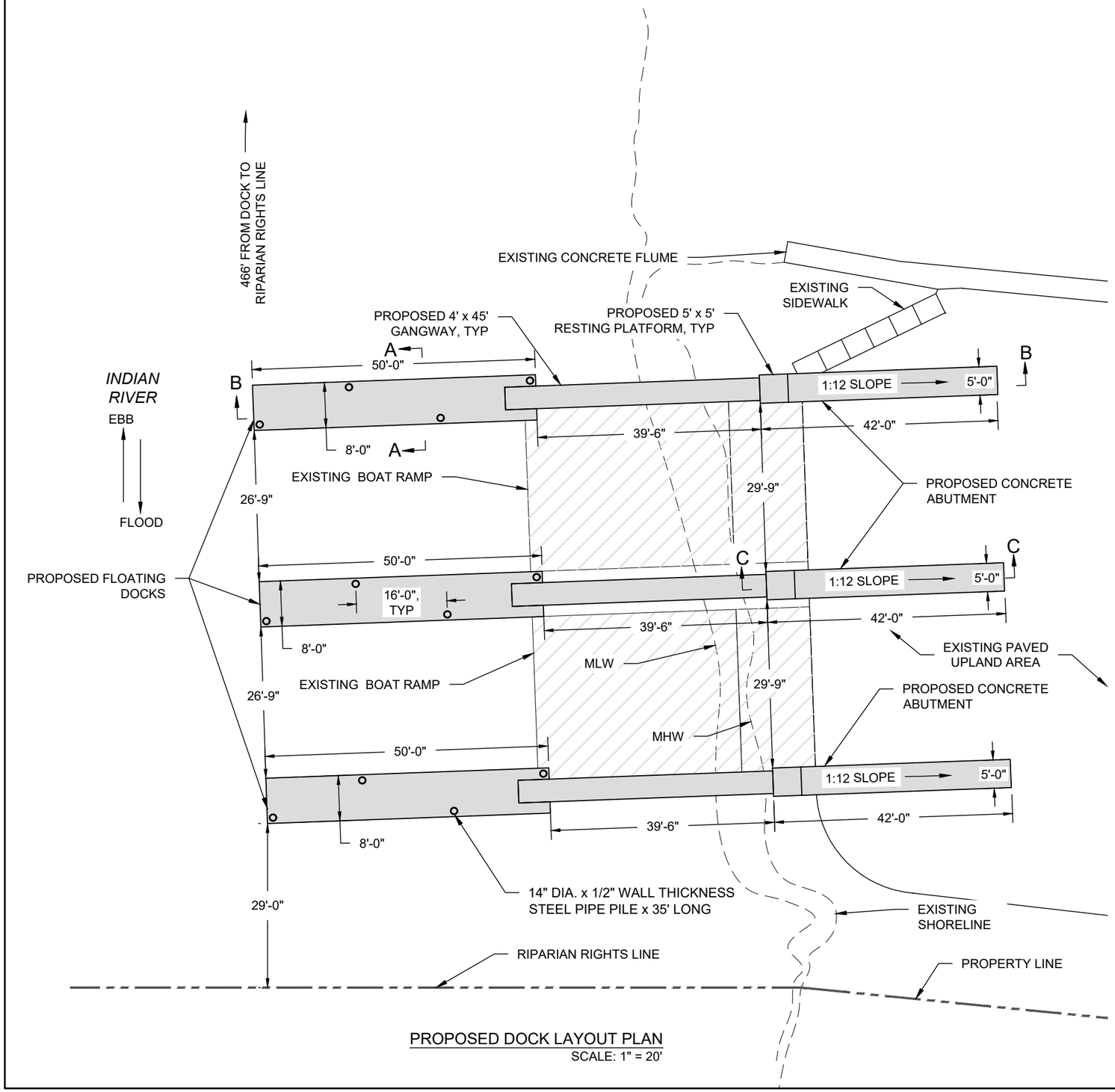
0 15 30
SCALE: 1" = 30'

Drawn by: BSM
Checked by: MDB
Date: 3/16/2023
Sheet No. 1
Revisions

EXISTING CONDITIONS AND NOTES
JAYCEE PARK DOCK AND BOAT RAMP
1415 S OCEAN DR
FORT PIERCE, FLORIDA 34949
For:

22175

Boldhoz Marine Advisors, Inc.
618 US HIGHWAY 1
SUITE 106
N PALM BEACH, FL 33408
561-315-3318
www.bmainc.co



PROPOSED DOCK LAYOUT PLAN
SCALE: 1" = 20'

FLOATING DOCK CONSTRUCTION NOTES:

1. GENERAL SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2019.
2. DESIGN SPECIFICATION: FLORIDA BUILDING CODE 2020; ACI 318-05 BUILDING CODE REQUIREMENT FOR STRUCTURAL CONCRETE.
3. DESIGN LOADING: LIVE LOAD = 50 PSF
   WIND LOAD 170 MPH (ULTIMATE), 3 SECOND GUSTS
   132 MPH (SERVICE), 3 SECOND GUSTS
4. GANGWAYS TO BE MARINE GRADE ALUMINUM FRAMES. DOCK MANUFACTURER SHALL SUBMIT GANGWAY AND GANGWAY CONNECTION SHOP DRAWINGS FOR ENGINEER'S APPROVAL PRIOR TO FABRICATION.
5. FLOATING DOCK TO BE CONCRETE DOCKS. DOCK MANUFACTURER SHALL SUBMIT DOCK AND GANGWAY CONNECTION SHOP DRAWINGS FOR ENGINEER'S APPROVAL PRIOR TO FABRICATION.
6. FLOATING DOCK PILING SHALL BE ROUND STEEL PIPE PILES, MINIMUM 14" DIAMETER x 1/2" THICKNESS, 35 FEET LONG.
7. FINAL PILE SIZE AND QUANTITY TO BE DETERMINED BY DOCK MANUFACTURER FOR FLOATING SYSTEMS.
8. SEE WIND WAVE STUDY FOR ENVIRONMENTAL CONDITIONS.

CONCRETE CONSTRUCTION NOTES:

1. GENERAL SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2019.
2. DESIGN SPECIFICATION: FLORIDA BUILDING CODE 2020; ACI 318-05 BUILDING CODE REQUIREMENT FOR STRUCTURAL CONCRETE.
2. DESIGN LOADING: LIVE LOAD = 100 psf
   WIND LOAD 170 mph (ULTIMATE), 3 SECOND GUSTS
   132 mph (SERVICE), 3 SECOND GUSTS
3. MATERIAL STRESSES: ALL MATERIAL PROPERTIES ARE IN ACCORDANCE WITH CURRENT AASHTO SPECIFICATIONS FOR THE MATERIALS SHOWN IN THE PLANS.
   ENVIRONMENT - EXTREMELY AGGRESSIVE
   CONCRETE: MINIMUM 28-DAY STRENGTH:
   PRESTRESSED: CLASS IV CONCRETE (F'C = 6000 PSI)
   CAST-IN-PLACE: CLASS IV CONCRETE (F'C = 5000 PSI)
   WATER/CEMENT RATIO MAX .40; CIP CONCRETE SLUMP 3" TO 5"
4. CONCRETE:
   a. PROVIDE 3/4 INCH CHAMFERS ON ALL EXPOSED EDGES AND CORNERS EXCEPT AS OTHERWISE NOTED.
   b. PROVIDE A LIGHT BROOM FINISH ON TOP SURFACE OF SEAWALL CAP.
5. REINFORCEMENT:
   a. REINFORCEMENT SHALL BE ASTM A-615, GRADE 60, TYPICAL UNLESS NOTED OTHERWISE (U.N.O.).
   b. ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO THE FACE OF CONCRETE.
   c. REINFORCING IN CONCRETE SHALL BE CONTINUOUS-LAP BARS 36 DIAMETERS. HORIZONTAL BAR LAPS SHALL BE STAGGERED.
   d. REINFORCEMENT SHALL BE CAREFULLY PLACED, RIGIDLY SUPPORTED, AND WELL-TIED WITH BAR SUPPORTS AND SPACERS.

NORTH

0 10 20
SCALE: 1" = 20'

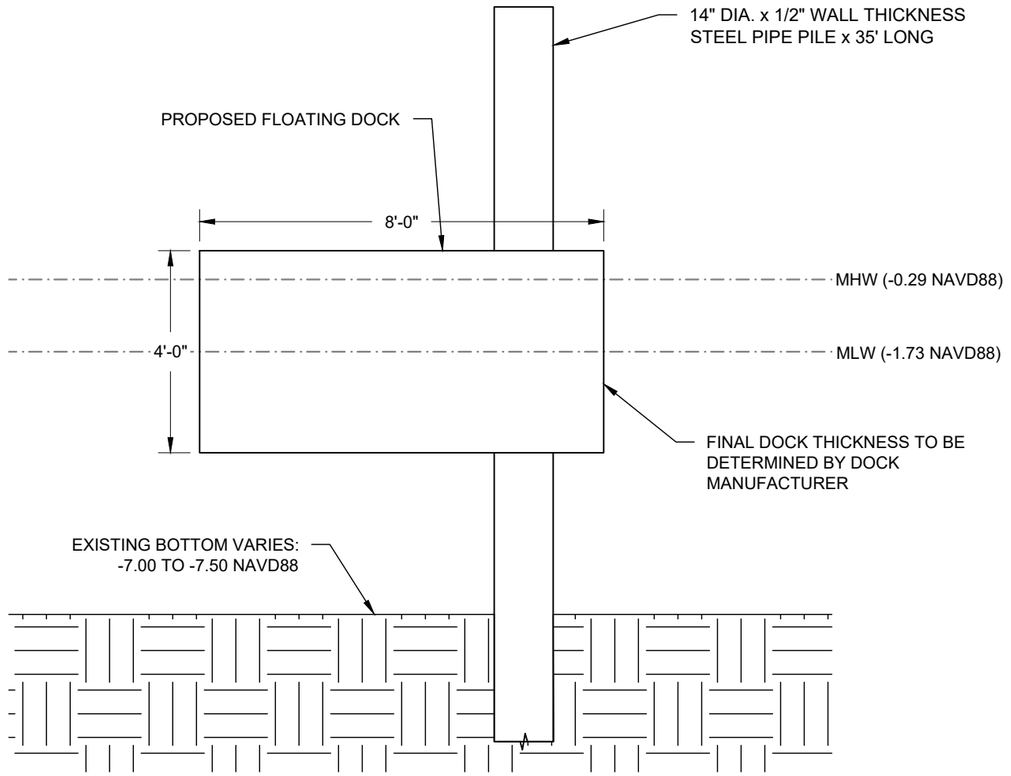
Drawn by: BSM
Checked by: MDB
Date: 3/16/2023
Sheet No. 2
Revisions

PROPOSED DOCK LAYOUT PLAN
JAYCEE PARK DOCK AND BOAT RAMP

For: 1415 S OCEAN DR
FORT PIERCE, FLORIDA 34949

22175

Bolchoz Marine Advisors, Inc.
618 US HIGHWAY 1
SUITE 106
N PALM BEACH, FL 33408
561-315-3318
www.bmainc.co



CROSS SECTION A-A

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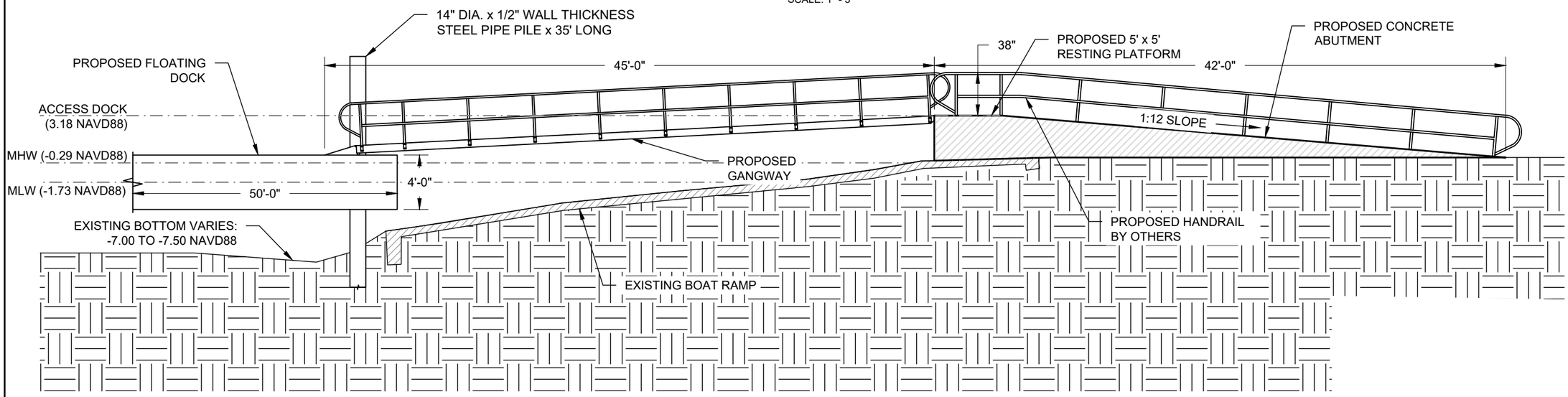

CROSS SECTION B-B

SCALE: 1" - 8'

Drawn by: BSM
Checked by: MDB
Date: 3/16/2023
Sheet No. 3

Revisions

DOCK CROSS SECTIONS AND DETAILS
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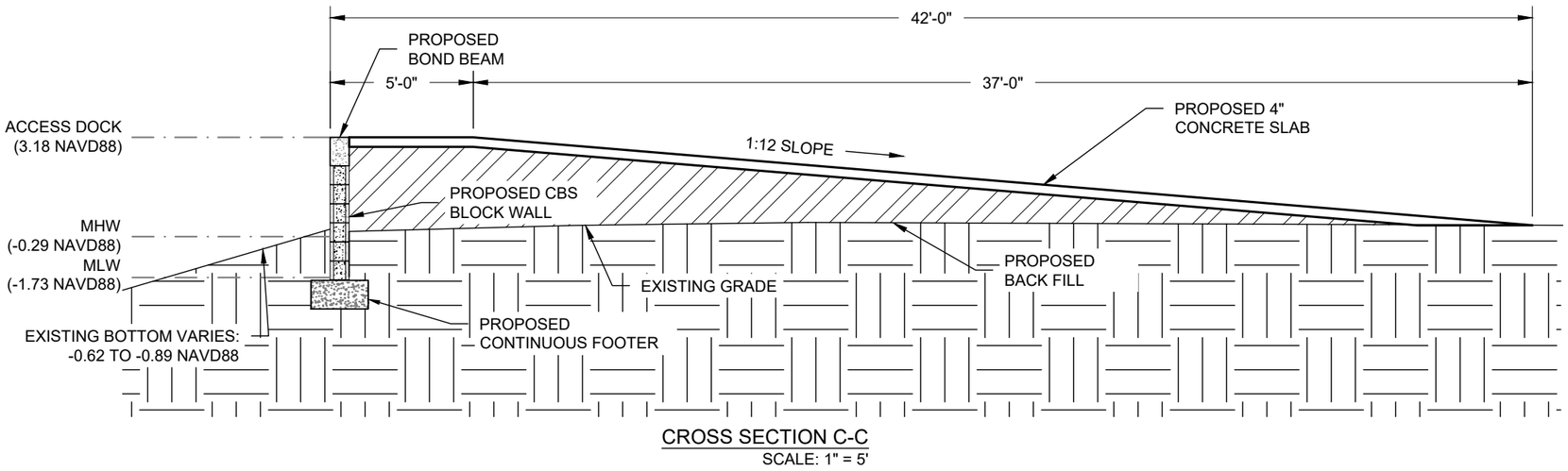

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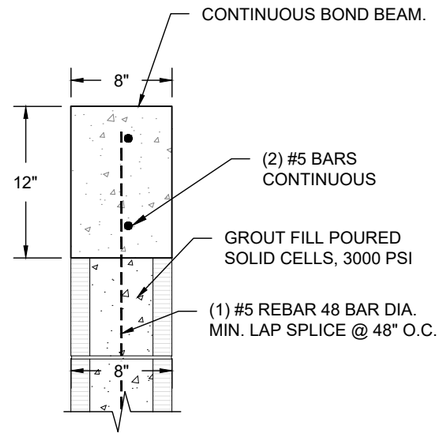

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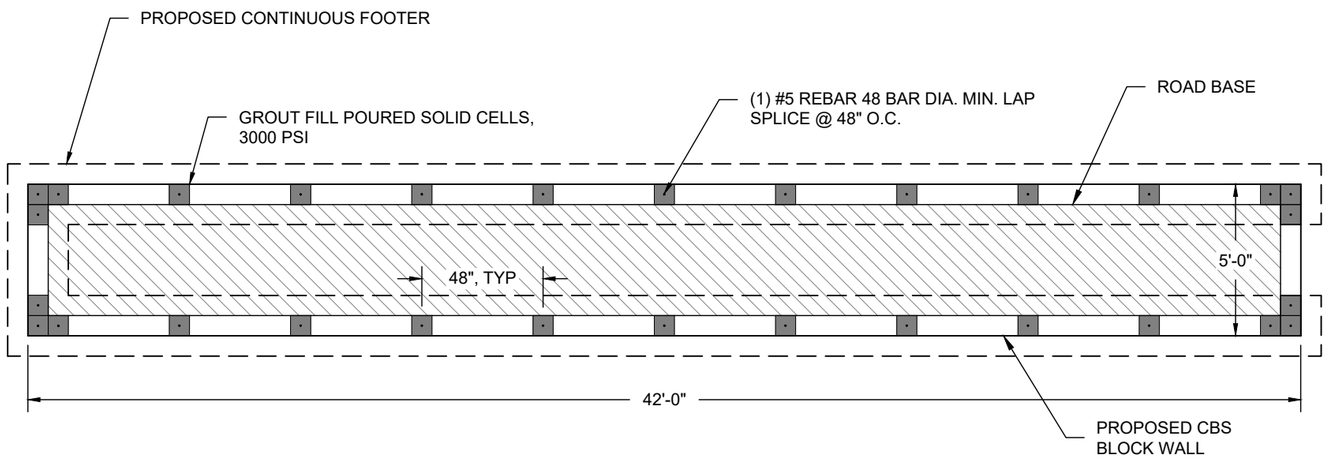

CONCRETE ABUTMENT PLAN VIEW
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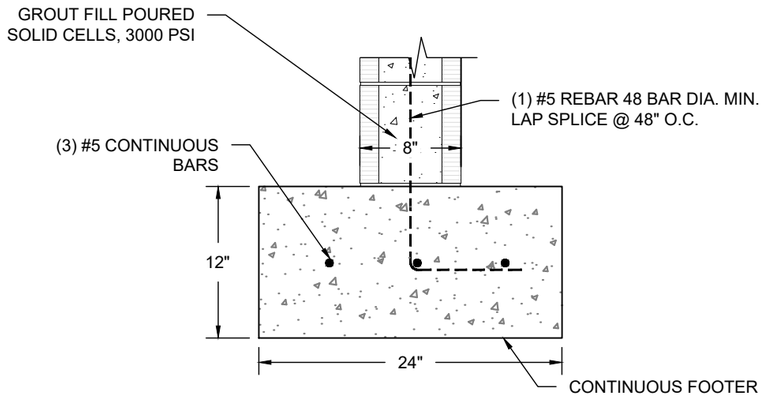

FOOTER DETAIL
SCALE: 1" = 1'

Drawn by: BSM
Checked by: MDB
Date: 3/16/2023
Sheet No. 4
Revisions

ABUTMENT CROSS SECTIONS AND DETAILS
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Wind, Wave and Water Level Analysis

Jaycee Park, Fort Pierce, FL

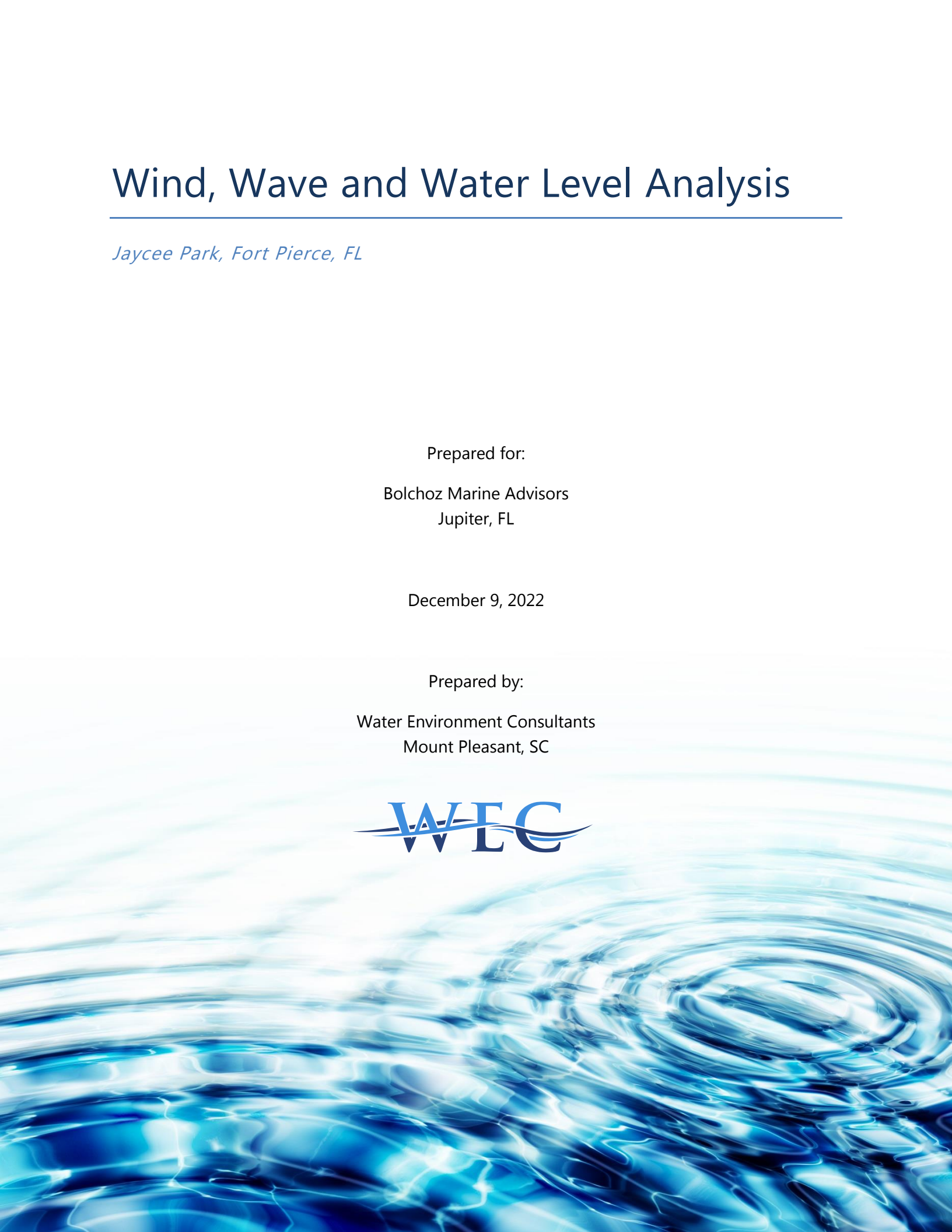
Prepared for:

Bolchoz Marine Advisors
Jupiter, FL

December 9, 2022

Prepared by:

Water Environment Consultants
Mount Pleasant, SC



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Executive Summary

Water Environment Consultants, LLC (WEC) was contracted by Bolchoz Marine Advisors (BMA) to complete a study to define the seasonal and extreme wind, wave, and water level conditions at Jaycee Park in Fort Pierce, Florida.

WEC reviewed readily available water level information from the National Oceanic and Atmospheric Administration (NOAA) and Federal Emergency Management Agency (FEMA). WEC analyzed wind records from the Witham Field Airport and the America Society of Civil Engineers (ASCE) database for seasonal and extreme wind conditions. WEC determined wave conditions using the straight-line fetch methodologies described by the US Army Corps of Engineers' (USACE) Coastal Engineering Manual (CEM). The results of the analysis are summarized in the following tables.

Table ES-1. Tidal water level datums

Datum	Description	Elevation (ft NAVD88)
NAVD88	North American Vertical Datum of 1988	0.0
MHHW	Mean Higher-High Water	-0.1
MHW	Mean High Water	-0.3
MSL	Mean Sea Level	-1.0
MLW	Mean Low Water	-1.7
MLLW	Mean Lower-Low Water	-1.9

Table ES-2. Extreme water elevations at Jaycee Park

Return Period (yrs)	Stillwater Elevation (ft NAVD88)
25	2.65
50	3.35
100	4.20

Table ES-3. Seasonal and extreme wind speeds

Return Period (yrs)	Gust (3-sec) wind speed (mph)	Duration for Fetch-Limited Conditions (min)	Adjusted wind speed (mph)
Western Fetch			
1	-	56	25
25	109	41	65
50	122	39	73
100	133	38	80
Southwestern Fetch			
1	-	61	25
25	109	44	65
50	122	42	73
100	133	41	80

Table ES-4. Maximum calculated wave conditions at the Jaycee Park dock

Return Period (yrs)	Approach Direction (From)	Significant Wave Height H_s (ft)	Peak Wave Period T_p (sec)
1	Western Fetch	1.0	1.8
25		3.2	2.6
50		3.7	2.8
100		4.2	2.9
1	Southwestern Fetch	1.1	1.9
25		3.4	2.7
50		3.9	2.9
100		4.4	3.0

1 Introduction

Water Environment Consultants (WEC) prepared this wind wave analysis to define the seasonal and extreme wind, wave, and water level conditions for Bolchoz Marine Advisors. The objective of this analysis is to support the design of new concrete floating docks that are proposed to replace the existing, fixed courtesy docks at Jaycee Park. The Jaycee Park in Fort Pierce is located along the eastern shores of the Indian River/Intracoastal Waterway, just south of the Fort Pierce Inlet and Fort Pierce South Bridge (Figure 1-1). For this study, the extreme conditions included an analysis of winds, waves, and water levels associated with 25-, 50- and 100-year return period events. The seasonal analysis was associated with the annual or 1-year return period.

WEC reviewed and analyzed readily available water level information from the National Oceanic and Atmospheric Administration (NOAA) and Federal Emergency Management Agency (FEMA). WEC analyzed wind records from the Witham Field Airport and the American Society of Civil Engineers (ASCE) database for seasonal and extreme wind conditions. WEC determined wave conditions using the straight-line fetch methodologies described by the US Army Corps of Engineers' (USACE) Coastal Engineering Manual (CEM).

This report summarizes the results in the following sections:

- Section 2, Water Levels – summarizes tidal and extreme water levels at the site.
- Section 3, Wind Speeds – provides estimates of extreme wind speeds that may occur during hurricane events as well as analysis of airport data to determine typical seasonal wind conditions.
- Section 4, Annual and Extreme Waves – estimates the annual and extreme wind generated waves at the project site.

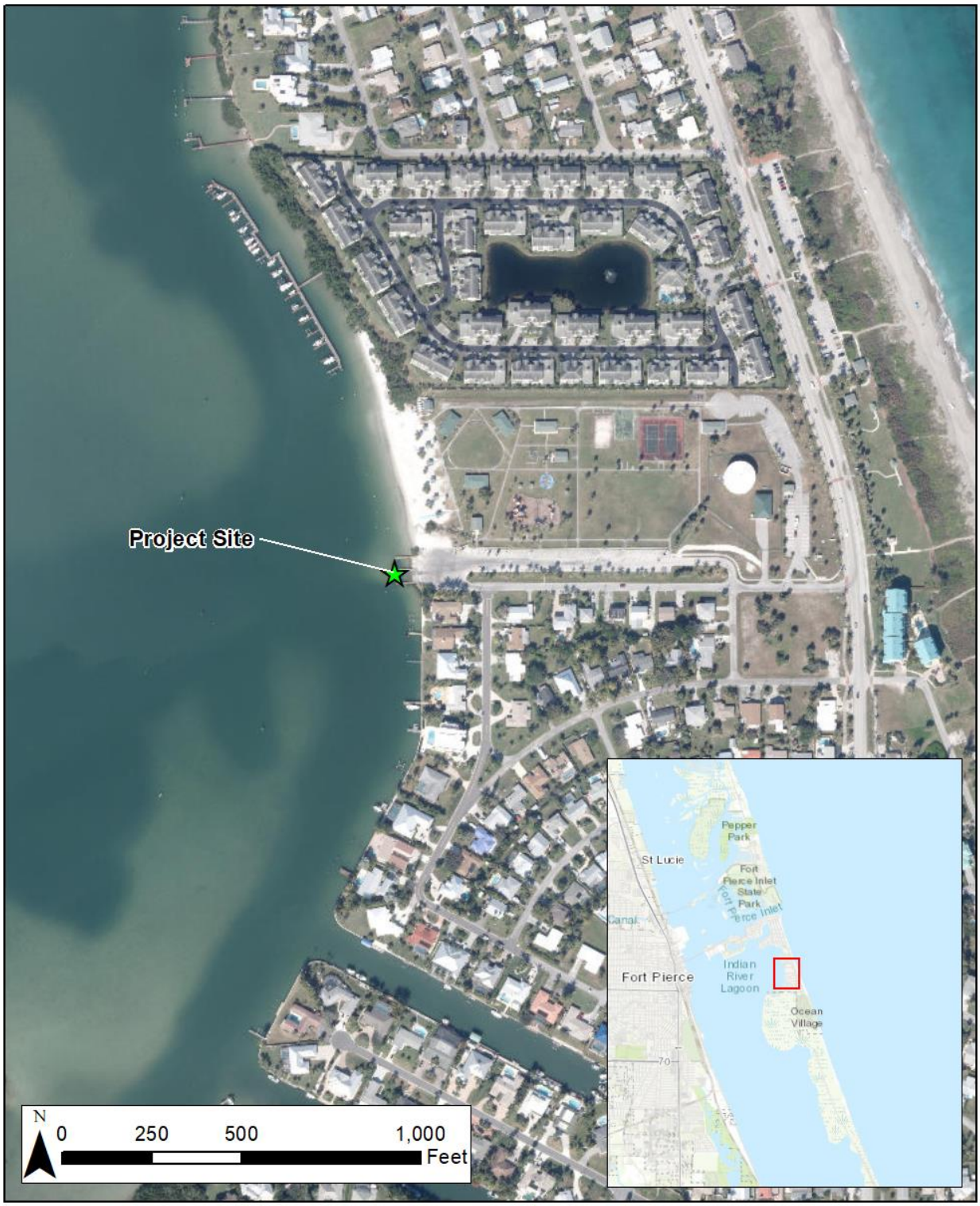

Figure 1-1. Project location map

2 Water Levels

2.1 Astronomical Tides

The project site is located just south of the Fort Pierce South Bridge, where NOAA tide station 8722219 (South Beach Causeway, FL) is located. The tidal datums at this station reflect those at the project site as well and are listed in Table 2-1.

Table 2-1. Tidal water level datums

South Beach Causeway (8722219)		
Datum	**Description**	**Elevation (ft NAVD88)**
NAVD88	North American Vertical Datum of 1988	0.0
MHHW	Mean Higher-High Water	-0.1
MHW	Mean High Water	-0.3
MSL	Mean Sea Level	-1.0
MLW	Mean Low Water	-1.7
MLLW	Mean Lower-Low Water	-1.9

2.2 Extreme Water Levels

The extreme water level or stillwater elevation (SWEL) is the projected elevation of floodwaters, in the absence of waves, due to astronomical tides, storm surge, and wave setup. FEMA evaluated the stillwater elevations for different return period events (i.e. 10-, 25-, 50-, 100-, and 500-yr), which are published in the effective Flood Insurance Study (FIS) for St. Lucie County (FEMA 2020). WEC recommends using these water level estimates as they are the result of the most recently completed, detailed storm surge analysis near the project site.

FEMA modeled hurricane storm surge along Florida's east coast using a coupled hydrodynamic and wave model (the ADCIRC+SWAN model). The model includes extreme water levels generated by hurricane wind stresses, atmospheric pressure deficit effects, and wave setup effects. The site is protected from open ocean SWEL based on the modeled water level results. Table 2-2 lists the extreme stillwater elevations at the project site which are the SWEL values within the Indian River adjacent to the site.

Table 2-2. Recommended extreme stillwater elevations at the project site

Return Period (yrs)	Stillwater Elevation (ft NAVD88)
25	2.65
50	3.35
100	4.20

3 Wind Speeds

3.1 Seasonal Wind Speeds

WEC evaluated seasonal wind patterns based on meteorological data recorded at the Witham Field Airport from January 2006 through September 2022. Table 3-1 lists the monthly maximum wind speeds for the length of record in miles per hour. The maximum observed, 2-min sustained wind speed was 47 mph. Note the below table does not include wind gusts, which are measured as 3-sec sustained durations, and can measure higher than 2-min sustained speeds. Figures 3-1 through 3-4 show seasonal wind rose plots based on the hourly wind records for 2006 through 2022. Between April and September, winds blow predominantly from the southeast quadrant. Between October and March, winds also blow predominantly from the east and east-southeast, however records show a high percent of northwest winds as well.

WEC used the annual, or 1-yr return period wind speed, as the maximum wind speed during operational conditions at the park. To estimate the 1-yr return period wind speed, WEC analyzed the monthly maximum airport wind records (Table 3-1). WEC found that a Weibull distribution (k=1.0) provided the best fit to the data (Figure 3-5). The resulting 1-yr return period 2-min duration wind speed is 32.2 mph.

Table 3-1. Monthly maximum wind speeds, 2-min duration (mph)

	Monthly Maximum											
Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
2006	30	24	28	24	20	21	26	24	21	20	22	23
2007	21	24	23	23	24	23	20	15	22	26	18	21
2008	24	21	24	22	25	16	29	34	22	22	20	20
2009	22	24	23	43	21	25	32	23	18	20	25	20
2010	21	29	26	23	23	18	21	26	21	22	18	31
2011	21	21	26	23	20	21	18	28	20	30	21	21
2012	23	24	29	25	20	29	24	29	29	33	22	24
2013	22	24	28	23	47	18	36	27	22	29	34	20
2014	22	24	26	43	23	34	23	33	23	18	24	22
2015	24	23	23	22	22	21	28	22	23	23	28	23
2016	32	26	25	23	45	28	29	18	23	41	25	34
2017	36	25	23	23	25	23	18	22	25	29	24	28
2018	28	18	25	28	29	20	25	23	23	24	25	28
2019	34	23	29	25	23	23	21	25	28	21	25	25
2020	25	23	21	24	25	23	31	29	24	24	33	22
2021	20	25	24	24	23	23	24	25	21	21	22	24
2022	26	23	38	34	25	24	16	17	32	-	-	-
Max	36	29	38	43	47	34	36	34	32	41	34	34

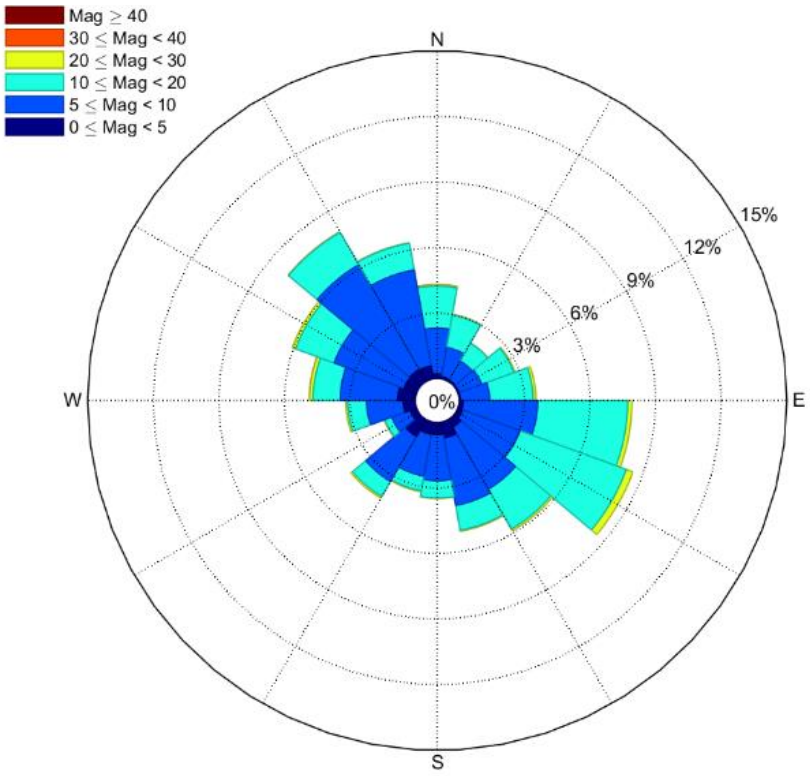

Figure 3-1. Wind rose of hourly wind speeds at Witham Field Airport, 2006-2022; January - March.

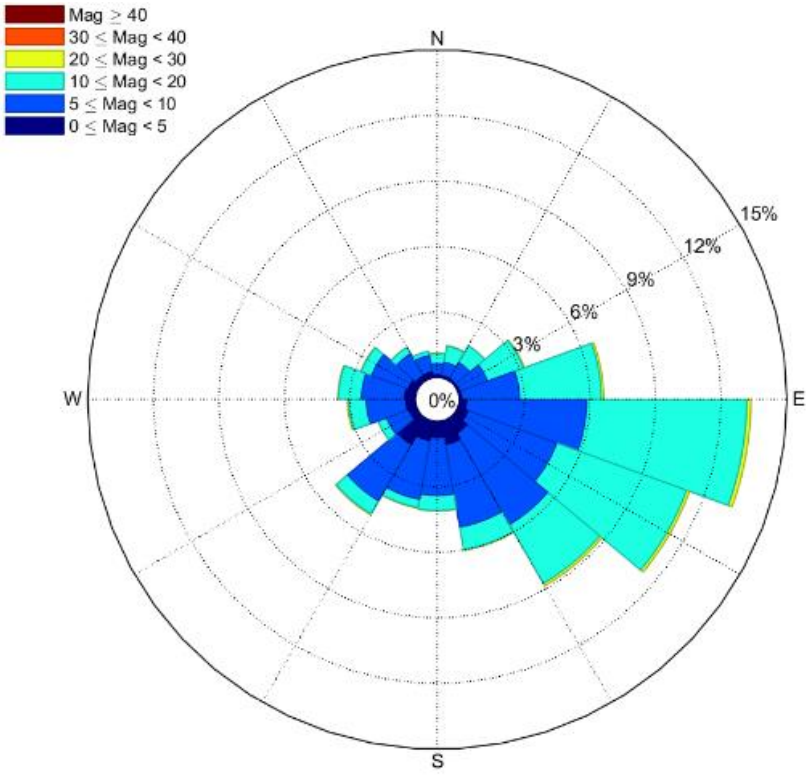

Figure 3-2. Wind rose of hourly wind speeds at Witham Field Airport, 2006-2022; April - June.

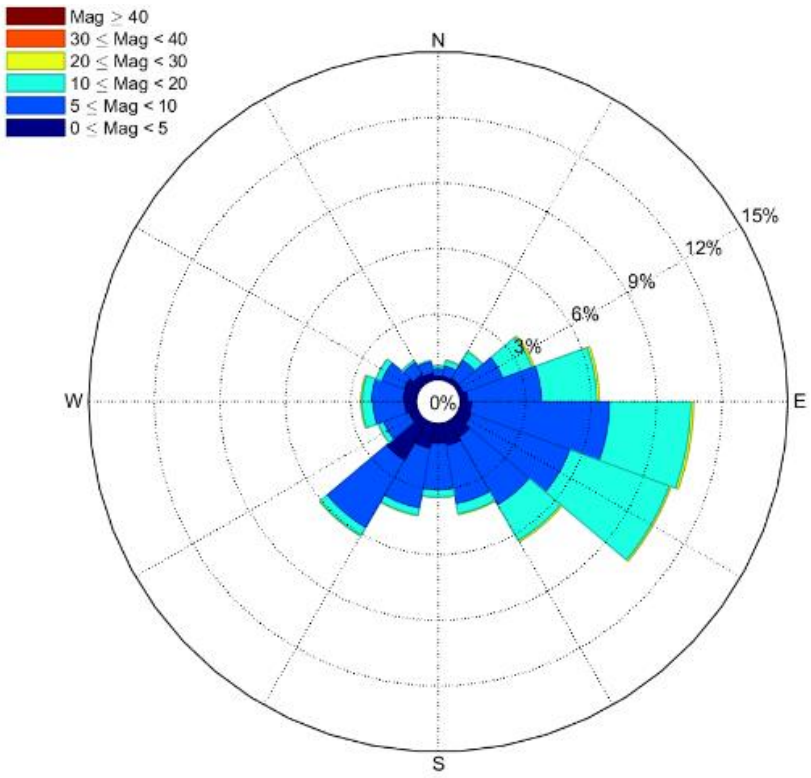

Figure 3-3. Wind rose of hourly wind speeds at Witham Field Airport, 2006-2022; July - September.

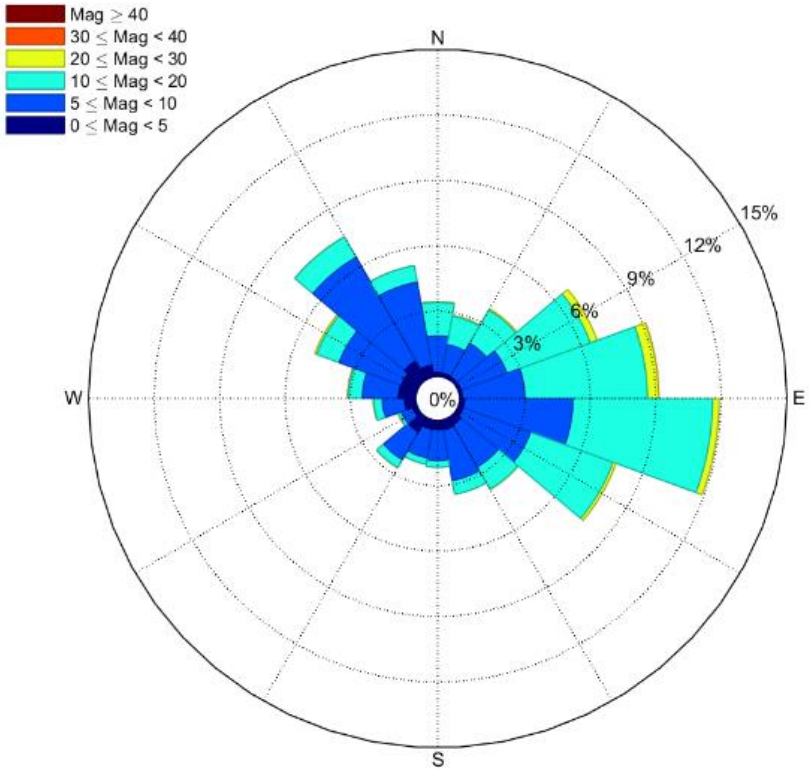

Figure 3-4. Wind rose of hourly wind speeds at Witham Field Airport, 2006-2022; October - December.

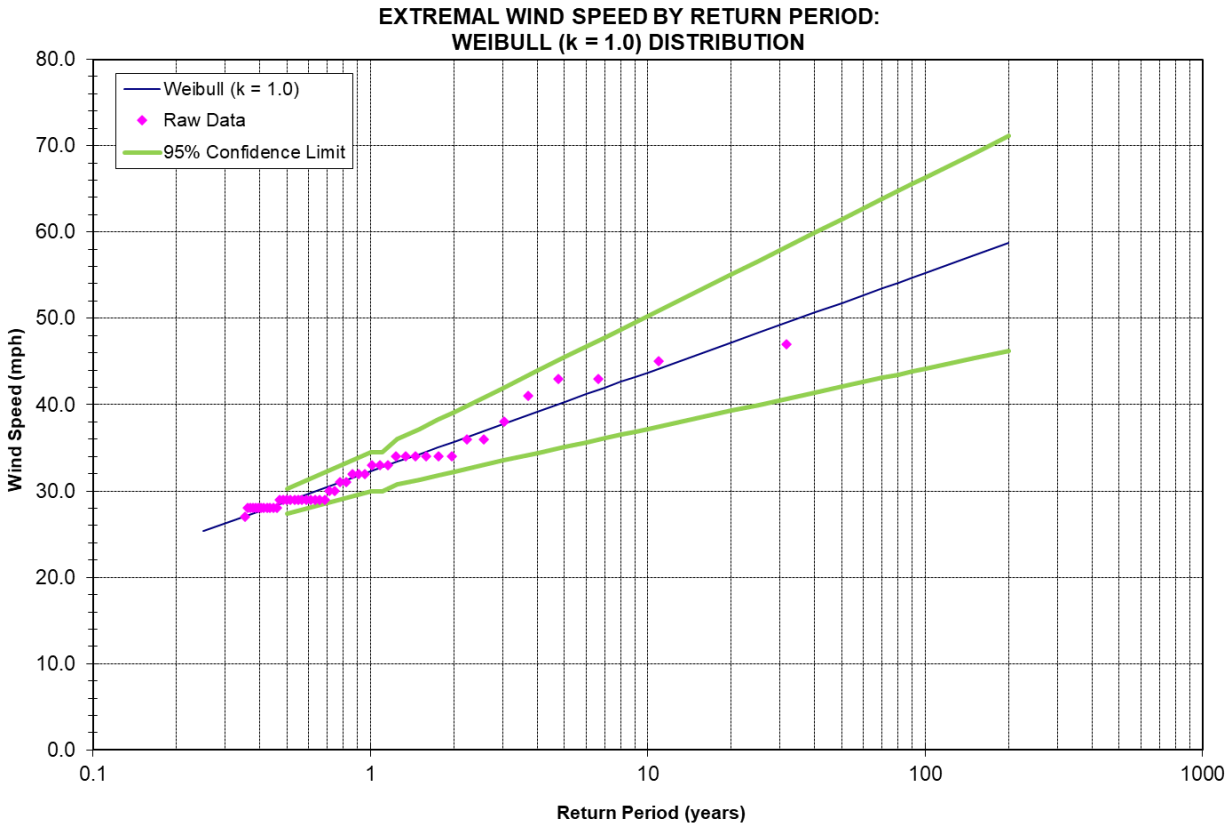

Figure 3-5. Wind speed by return period determined using Weibull (k=1.0) distribution analysis

3.2 Extreme Wind Speeds

Extreme wind speeds are dominated by different meteorological events (i.e., extratropical cyclones, thunderstorms, hurricanes and tornadoes) in different regions of the country. Along the Atlantic and Gulf coastal regions, extreme wind speeds are dominated by hurricane and tropical storm events.

The American Society of Civil Engineers (ASCE) produced the consensus national standard for the engineering field for wind load design provisions as defined in *ASCE 7 - Minimum Design Loads on Buildings and Other Structures*. The 2022 edition (ASCE 2022) predicted extreme wind speeds for the project site are shown in Table 2-3 for the 25, 50 and 100-year return period events. These values are 3-second average gust wind speeds.

Table 3-2. Extreme wind speeds

Return Period (yr)	Wind Speed Gust (mph)
25	109
50	122
100	133

4 Waves

The Jaycee Park dock is subjected to both wind wave and vessel wakes, as discussed in the sections below.

4.1 Wind Waves

WEC calculated extreme wave conditions at Jaycee Park using the straight-line fetch methodologies and equations described in the US Army Corps of Engineers' (USACE) Coastal Engineering Manual (CEM) (USACE 2002). This method evaluates wind wave growth along the critical fetches, resulting in the largest locally generated wind waves that affect the site. The site is protected from open ocean waves by elevated topography between the park and coastline. Thus, wave exposure at the site is limited to local, wind-generated waves blowing across the river towards the site.

WEC calculated the effective fetch distance as the average of nine fetch radials spread in 3° increments, as recommended by the Shore Protection Manual (USACE 1984). The longest fetch exposure at the site is to southwest, as shown in Figure 4-1. The average fetch length in this direction is 2.2 miles.

WEC also calculated the effective fetch and associated wind-waves from the western direction. The resulting wave characteristics are less than those from the longest fetch distance. However, the floating dock design must consider waves approaching from multiple angles in order to properly evaluate its performance.

The CEM (USACE 2002) gives the following equations governing wave growth as a function of fetch length and wind speed:

$$\frac{gH_{m0}}{u_*^2} = 4.13 \times 10^{-2} \left(\frac{gX}{u_*^2}\right)^{1/2}$$

$$\frac{gT_p}{u_*} = 0.751 \left(\frac{gX}{u_*^2}\right)^{1/3}$$

$$C_D = \frac{u_*^2}{U_{10}^2}$$

$$C_D = 0.001(1.1 + 0.035\, U_{10})$$

where H_{m0} is the energy-based significant wave height,

u_* is the friction velocity, T_p is the peak wave period,

C_D is the drag coefficient, and

U_{10} is the wind speed at 10 m elevation.

Table 4-1 and 4-2 summarizes the results of the wind wave analysis for each return period and approach direction. WEC determined the wind time-averaging durations that resulted in the maximum fetch-limited wind wave growth. The energy-based significant wave height, Hm_0, listed in these tables is equivalent to the significant wave height, H_s, in deep water. A realistic wave field includes a range of wave heights, and the significant wave height, H_s, represents the average of the highest one-third of the

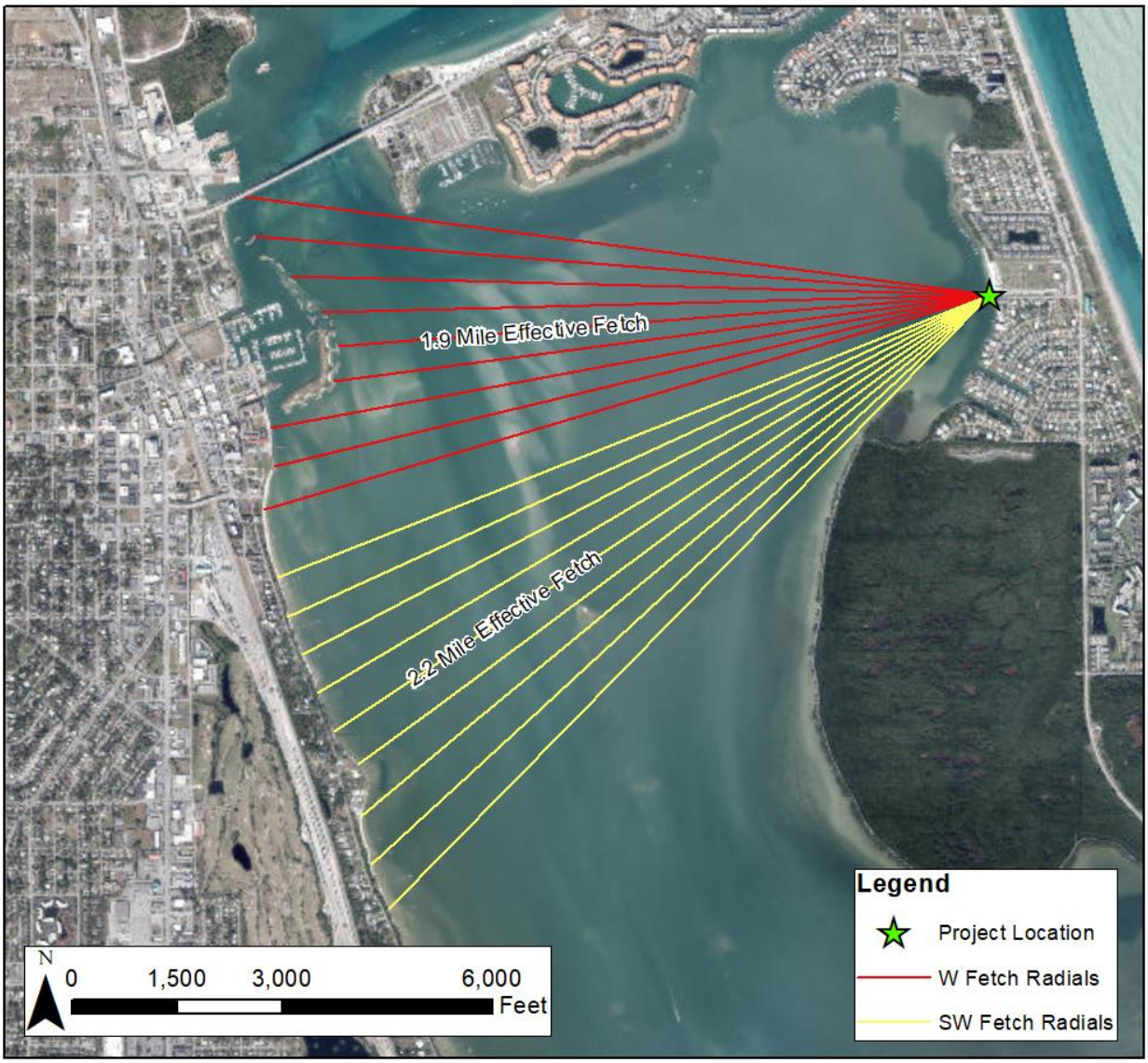

Figure 4-1. Straight-line fetch rays relative to the project site

wave height spectrum. Extreme individual waves can have heights on the order of $2H_s$ (USACE 2002). FEMA defines the controlling wave height as $1.6H_s$, which is a value approaching the average height of the highest one percent of waves during storms (FEMA 2007).

4.2 Vessel Wakes

Boat wakes are another source of locally-generated waves. Wakes are short period waves that range in height depending on the size, draft, and speed of the vessel. A review of published vessel wake heights for various vessels indicates a range of wake heights from 0.7 to 2.3 feet for 23- to 40-foot small craft, at a range of 100 ft from their sailing line (USACE 2002). Wake heights attenuate with distance from the vessel sailing line, and typical wakes decrease to one foot or less at 500 feet from their origin.

Table 4-1. Seasonal and extreme wind speeds

Return Period (yrs)	Gust (3-sec) wind speed (mph)	Duration for Fetch-Limited Conditions (min)	Adjusted wind speed (mph)
Western Fetch			
1	-	56	25
25	109	41	65
50	122	39	73
100	133	38	80
Southwestern Fetch			
1	-	61	25
25	109	44	65
50	122	42	73
100	133	41	80

Table 4-2. Maximum calculated wind-wave conditions at the Jaycee Park dock

Return Period (yrs)	Approach Direction (From)	Significant Wave Height H_s (ft)	Peak Wave Period T_p (sec)
1	Western Fetch	1.0	1.8
25		3.2	2.6
50		3.7	2.8
100		4.2	2.9
1	Southwestern Fetch	1.1	1.9
25		3.4	2.7
50		3.9	2.9
100		4.4	3.0

For example, in 2020, WEC measured attenuation of wakes generated by a wake surfing boat, and Figure 4-2 shows observed wake height attenuation versus distance from the sailing line. The federal navigation channel is roughly 1.5 miles from the Jaycee Park, and therefore any boat wakes generated from vessel in the channel would be insignificant when they reach the project site. However, boat wakes may be generated from recreational vessels in the vicinity of Jaycee Park. Enforcement of a no-wake zone along the park's frontage would help reduce the potential for damaging wake activity. If the City of Fort Pierce has observed unacceptable levels of vessel wake activity affecting the existing dock structure, WEC recommends a field study to measure the problematic wake heights and periods affecting the site so that the performance of the wave attenuation system can be evaluated for these frequently occurring waves.

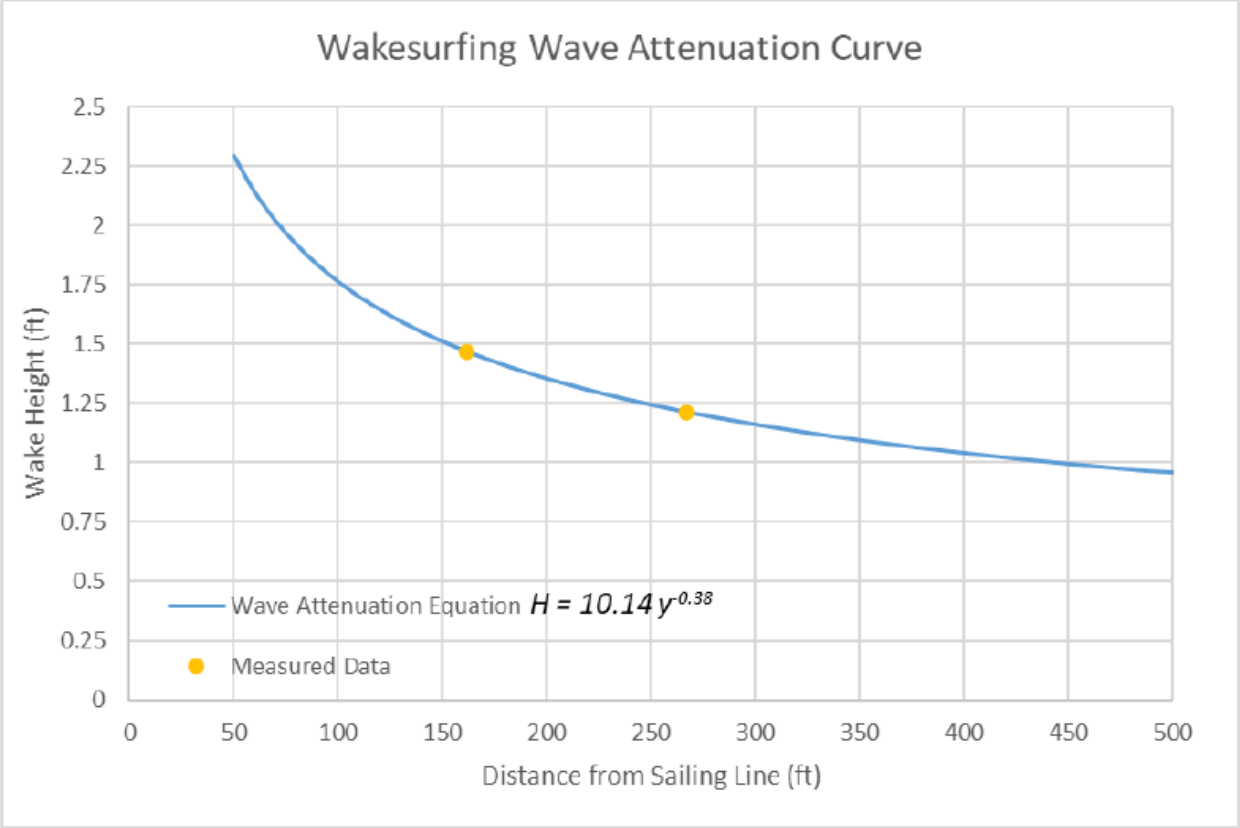

Figure 4-2. WEC measured wake height data and best-fit wake attenuation by distance from sailing line (wakesurfing conditions)

References

ASCE. 2022. Minimum Design Loads for Buildings and Other Structures ASCE 7-22. American Society of Civil Engineers. New York, NY.

FEMA. 2020. Flood Insurance Study, St. Lucie County, Florida. Flood Insurance Study number 12111CV001B. Federal Emergency Management Agency. February 19, 2020.

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USACE. 1984. Shore Protection Manual. Department of the Army. Waterways Experiment Station. Vicksburg, MS.

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CONCRETE FLOATING DOCKS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. FLOATING DOCKS consists of furnishing transportation, labor, materials, and equipment to design, fabricate and install a concrete floating dock system, complete and ready to use, including precast concrete floats, connection hardware, and dock accessories, (cleats, bumpers, fenders, rub rail, pile guide frames, and provisions for routing utility conduits and pipelines).

B. The layout and functional dimensions of the floating dock system are indicated on Drawings. The floating dock system shall be designed by the Dock manufacturer to meet the requirements of Drawings and this Section. Materials shall be compatible and suited for their intended use in a marine environment.

C. Dock manufacturer shall have no less than five (5) years of experience in the design of projects similar in scope and magnitude.

1.2 DESIGN CRITERIA FOR FLOATING DOCKS

A. Information presented in this Section is based upon the Engineer's best estimate of those factors which reasonably can be expected to affect the design, performance, and durability of the floating dock system. These criteria shall be considered as minimum requirements for the proposed floating dock system; however, mere conformance to the minimum sizes, strengths, and design parameters given in this Section will not automatically ensure approval of the proposed system. The proposed floating dock system shall be subject to thorough engineering analysis using all relevant criteria that could affect the stability, structural integrity and durability of the dock system.

B. Final calculations shall demonstrate that the concrete floating dock system, using the criteria specified as a minimum standard, are designed to withstand the required loading, singularly or in combination, without damage to the dock or pile system, throughout the systems specified design life. The design loads shall be applied at the locations and in the combinations described.

C. The layout and principal dimensions of the concrete floating dock system are indicated on Drawings. Dock manufacturer shall provide a system that conforms to the layout and dimensions indicated on Drawings and conform to the provisions of this Section.

D. The dock system shall be made of modular reinforced concrete floats. Modules shall consist of a reinforced concrete deck and reinforced concrete side walls. Minimum thickness of concrete shall be 2-3/8". The concrete floating modules shall be designed such that the reinforced concrete dock itself is the structural element of the dock in order to resist high loads expected from design loads. For low maintenance and dock flexibility, modules shall be connected to form continuous sections of floating dock by semi rigid bolted connections capable of transmitting all loads imposed upon individual dock modules, or combinations of dock modules, to the floating dock restraint system. The foam core shall be encapsulated to prevent any contact between the foam and seawater and protect it from damage. Bottom of concrete docks shall be covered with polyurea coating for additional protection.

E. The dock system shall be designed such that minimal maintenance shall be required for the duration of the expected lifespan of the system.

F. Connection components to secure individual concrete float modules together shall be durable and noise-free with sufficient flexibility to withstand the horizontal and vertical forces specified. The connection components shall be designed for minimum to no maintenance over the life expectancy of the system. The concrete floating dock system shall be designed and manufactured such that the float connection components can be easily inspected, repaired or replaced, if necessary, without alterations to the system and without having to remove anchor piles. A rigid connection of independent float modules by means of an external waler (timber, composite, aluminum or steel), or similar, that prohibits adequate flexibility during storm wave conditions is not acceptable. Detailed drawings of the float connections shall be included in bid package.

G. Freeboard under dead load only shall not be less than 20 inches plus or minus one inch at the end of 1 year from the date of Project acceptance. Sufficient floatation shall be provided to support the required live loads with a minimum freeboard of not less than 12 inches.

H. The floating dock system shall be designed to float level under dead load conditions. The deck of the float modules shall be level and flush upon completion within the following tolerances.

1. Dead load deck surface slope:

a. Transverse Direction: Not more than 1/8 inch per foot.

b. Longitudinal Direction: Not more than 1 inch per 10 feet of length.

I. Special floats shall be designed to support the superimposed dead loads imposed by gangways, ramps, utilities, or other dock accessories. Float modules with special loading shall have the same freeboard as floats with no such loading, so that there shall be no residual stresses or tilting when the floats are interconnected and to ensure that the dock system deck is level within the specified tolerance.

J. The floating dock system shall be designed to have embedded sleeves with pull-boxes for lighting wiring.

K. The floating dock system shall be designed to be restrained by steel pipe anchor piles and shall be designed and laid out such that the total number of pilings shall resist the total design lateral forces. The lateral capacity of one floating dock piling shall be provided in the separate mooring analysis described in 1.3 DESIGN REQUIREMENTS – DESIGN LOADS. Dock manufacturer is required to specify the type, size, length and total number of piles based upon their specific system requirements. For bidding purposes, plans depict a preliminary layout of pilings so that dock manufacturers can include in their cost proposal a specified number of pile guides. The layout is schematic in nature and shall be modified as necessary by the MANUFACTURER after contract award and completion of the mooring analysis.

L. Pile guides shall have adjustable pads designed for easy removal and replacement in case of wear. Pile guide hardware and metal sections required shall be hot-dipped galvanized or stainless steel.

1.3 DESIGN REQUIREMENTS - DESIGN LOADS

A. Dead load shall consist of the weight of float modules, framing, fenders, attachment steel, miscellaneous connection devices, and all other permanently attached accessories such as utilities, dock boxes, fire protection equipment, cleats, and ramps.

B. Minimum Live Loads shall consist of:

1. Dock shall have total buoyancy capacity for a uniform vertical live load of 50 psf.

2. Dock shall not have a freeboard lower than 12 inches when applying a uniform vertical live load of 25 psf.

3. Concentrated Vertical Load (CVL) of 400 Pounds applied at any location on the floating dock greater than 12-inches from an edge.

4. The floating dock system shall be designed to withstand the forces up to a Category 1 Hurricane (sustained winds 74 mph) with two 50-foot vessels tied to the dock.

5. Wind Load (WL) on the projected area of a vessel/dock combination applied as following:

a. Minimum Wind Pressure of 15 pounds per square foot

b. Design Vessel profile height of vessel shall be 15% of Vessel Length

c. Boat length at full occupancy is 50 feet long.

d. Wind Load Application:

1) 100 percent berth occupancy.

2) 100 percent applied to vessels in the unshielded berth or row of berths.

3) 20 percent applied to all vessels in the remaining (shielded) berths, provided 100 percent loading is applied for design of each dock finger and finger connection.

C. Design Calculations:

1. The design calculations shall include but not be limited to the following:

a. Transfer of forces at guide pile frames and connections.

b. Freeboard calculations for all float modules

1.4 SUBMITTALS

A. Prior to the fabrication of the dock system components, submit final design calculations. The calculations shall demonstrate that the floating dock system, using the criteria specified herein as minimum requirements, is designed to withstand the specified loads without damage throughout the design life of the system.

1.5 WARRANTY

A. The floating dock system, including all structural components, shall carry a warranty against defects in materials and workmanship for 3 (three) years from the date of Project acceptance.

PART 2 - PRODUCTS

2.1 FLOATING DOCK MODULES

A. Structural Concrete
   1. Structural concrete shall conform to ASTM C-94
   2. Minimum compressive strength at 28 days shall be 6000 psi.
   3. "Lightweight or mediumweight" concrete shall not be used.

B. Reinforcing Steel
   1. Reinforcing steel is to conform to ASTM a-615 or a-706, grade 60.
   2. Reinforcing steel consists of horizontal and vertical wall bars of in accordance with structural design drawings.
   3. Steel shall be epoxy coated per ASTM A775 or hot dipped galvanized.
   4. Steel reinforcement may be replaced with equivalent wire mesh.

C. Fastener: All structural bolts and structural hardware shall be hot dip galvanized steel or stainless steel.

D. Expanded polystyrene (EPS): Foam core for floats shall be a rigid block of closed cell expanded polystyrene. The polystyrene foam shall have a unit weight between 0.95 pounds per cubic foot and 1.20 pounds per cubic foot. Properties of the foam shall conform to ASTM C578, with maximum water absorption less than 3.0 percent as determined by ASTM C272, Method C. The foam core shall not have more than 10 percent reground material, and reground foam pieces shall not exceed 3/8 inch diameter.

E. Dock Fendering shall be HDPE material composed of 100% recycled plastic product or plastic composite products. Main and finger docks shall use fendering measuring 3” wide x 6” high nominal. No timber shall be allowed throughout the entire dock system.

F. PVC pipe shall be ASTM D1785, embedded as required for through rods, piping systems, and electrical raceways.

G. Pull boxes for electrical raceways, if required, shall conform to Building codes, and shall be set flush with the walking surface, and self-draining. All bolts for lids on pull boxes shall be ASTM F593, Group 2, (316) stainless steel (or equivalent).

I. Formwork:

   1. Float modules shall be cast in forms of sufficient strength and rigidity to maintain the intended size and shape during the casting process.

   2. Forms shall be so constructed and braced that all principal planes will be either true horizontal or true vertical and dimensions of the units will not vary more than 1/8-inch from the dimensions shown on the shop drawings, including diagonal distances corner to corner.

3. Forms shall be thoroughly cleaned after each use and coated with oil, paraffin, or other applications, as may be necessary to prevent bonding of the concrete and to leave clean, smooth and hard surfaces.

4. The foam core shall be pre-formed to the interior configuration as a solid block with an allowable variation of 1/8-inch from the dimensions shown on the shop drawings. Cores shall be securely anchored in place during the casting of concrete. Displacement that results in loss of minimum concrete cover over reinforcement of 1 inch or less than 1-1/2 inches wall thickness or less than 2 inches deck thickness shall be cause for rejection.

J. Concrete Mixing and Placing:

1. Before handling concrete materials, all handling equipment and forms shall be thoroughly cleaned of concrete splashing, dirt, debris and other foreign matter and forms shall be coated as herein or elsewhere specified.

2. Size of batches shall be so controlled that concrete is placed in forms within one hour after materials have been placed in the mixer. Where practical, mixing and casting shall be performed under cover and the casting area screened from sun, wind and other elements.

3. Concrete shall be conveyed from the mixer and deposited in its final position in a manner to prevent separation and segregation of materials. Flowing shall be avoided as it causes segregation. Floats shall be cast monolithically and the placing of concrete shall be a continuous operation from the start to the completion of a float module.

4. The plastic concrete shall be thoroughly compacted to fill all form cavities and surround all reinforcement and embedment, which shall be achieved by use of a powered vibrator. All components shall be secured against displacement during the placing of concrete.

K. Concrete Finishing:

1. Concrete deck surfaces shall be broom finished in the direction perpendicular to the long axis of the dock as approved by the Engineer to give a coarse, non-slip surface. Edges shall be finished uniformly 3 inches back onto the deck with a smooth finishing tool that will give a bull-nosed edge to 1/2 inch radius.

2. Each float module shall be permanently marked in an accessible place on the exterior surface identifying the manufacturer and showing casting date and lot number.

3. Voids up to 1/2 inch diameter or 1/8 inch depth shall be patched with an approved epoxy grout. Larger voids shall be cause for rejection of the float.

L. Curing, Handling and Storage:

1. Curing may be affected by any of the following methods:

a. Spraying with “Hunt’s Process” or equal as soon as exposed surfaces are firmly set and as soon as forms are removed from formed surfaces.

b. Covering with burlap or other suitable material and keeping constantly wet.

c. Immersing in water.

2. Dock manufacturer shall select the method of curing and be responsible for the result, except that all curing shall be with complete protection from sun, wind, and freezing temperatures.

M. Cracks in Concrete Floats:

1. The possibility of cracked floats whether structural, cosmetic or from temperature shrinkage shall be controlled and minimized whenever possible.

2. Acceptable Cracking: Minor shrinkage cracking can occur in concrete products. Temperature shrinkage cracks shall be acceptable.

3. Structural Cracking: Cracks that are determined to be structural shall be repaired by the dock manufacturer.

2.2 PILE GUIDE

A. Pile guides shall consist of a stainless steel mounting bracket fabricated from minimum 3/8 inch thick plate and a block or pad of ultra high molecular weight (UHMW) polyethylene.

B. Pile guide blocks or pads shall be adjustable to accommodate guide pile installation tolerances; clearance between each pad and the pile shall be adjusted to 1 inch maximum and 1/2 inch minimum under “no load” condition. Fixed or binding guides are prohibited.

2.3 DOCK CLEATS

A. Dock cleats shall be cast aluminum. Cleat locations and sizes shall be as indicated on Shop Drawings. Cleats shall be secured to the concrete dock via embedded stainless steel threaded inserts. No “S” cleats shall be permitted.

2.4 HARDWARE

A. Stainless steel hardware shall be Type 316 unless otherwise noted. Bolts shall be ASTM F593 Group 2 (or equivalent). Nuts shall be ASTM F594 Group 2 (or equivalent).

B. Fasteners for dock accessories shall be stainless steel unless otherwise noted on Drawings.

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
400 HIGH POINT DRIVE, SUITE 600
COCOA, FLORIDA 32926

REPLY TO ATTENTION OF

May 10, 2023

Regulatory Division
Cocoa Section
SAJ-2020-00295 (LOP-BAW)

John R. Andrews, III
City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

Dear Mr. Andrews:

This is in reference to your request for a Department of the Army (DA) permit to perform work in or affecting waters of the United States. If you determine the permit provided is acceptable in its entirety and you have chosen to proceed with the authorized activity, then upon recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) you are authorized under a Letter of Permission to construct the following structures over Section 10 Waters of the U.S. (WOTUS):

1) Replacement of 614 sq. ft. of fixed frame timber access docks at Fort Pierce's Jaycee Park boat ramp with three new concrete floating docks totalling1623 sq. ft.,

2) Installation of 12 anchor pilings via jetting or driving,

3) Installation and maintenance of turbidity control measures around the activity area during construction,

The project site is located at 1415 S. Ocean Dr., Fort Pierce, in Section 12, Township 35 South and Range 40 East, St. Lucie County, Florida.
Latitude 27.45218°, Longitude -80.28953°.

The project must be completed in accordance with the enclosed construction drawings, and the general and special conditions which are incorporated in, and made a part of, the permit.

The following project-specific conditions are included with this authorization:

1. **Reporting Address**: All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address (email preferred). The Permittee shall reference this permit number, SAJ-2020-00295 (LOP-BAW), on all submittals. Please submit either via standard mail or email (not both).
    a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, PO Box 4970, Jacksonville, Florida 32232.
    b. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

2. **Commencement Notification**: Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **As-Built Certification:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-built drawings of the authorized work and complete the **enclosed** As-Built Certification Form to the Corps. The drawings shall be signed and sealed by a Florida registered professional engineer or a professional land surveyor registered in the state of Florida confirming the actual location of all authorized work/structures with respect to the Federal channel and within the Federal easement and include the following:

    a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawings shall include the dimensions of the structure, depth of water (at mean low water) at the waterward end of the structure, and the distance from the waterward end of the structure to the near design edge of the Federal channel.

    b. List of any deviations between the work authorized by this permit and the work as constructed. In the event the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the Corps.

    c. The Department of the Army Permit number.

4. **Cultural Resources/Historic Properties**:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the proposed activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

5. **Turbidity/Erosion Control**: Prior to the initiation of any work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one (1) foot of the bottom around all work areas that are in, or adjacent to, surface waters. Turbidity barriers shall be made of material which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project areas. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work areas.

6. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

7. **Protected Species – West Indian Manatee**: The permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" designed to protect the endangered West Indian Manatee, provided as an attachment to this permit.

8. **Educational Signs**: signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs). The signs required to be posted by area are stated below:

- All projects in Florida shall use the Help Save Protected Marine Life sign featuring the Dolphin, Sea Turtle, Sawfish, and Manta Ray. These signs include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish and manta ray encounter databases.
- Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.

9. **Monofilament Recycling Bins**: monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

- Be constructed and labeled according to the instructions provided at https://mrrp.myfwc.com/

- Be maintained in working order and emptied frequently (according to https://mrrp.myfwc.com standards) so that they do not overflow.

10. **Assurance of Navigation and Maintenance**: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

11. **Regulatory Agency Changes**: Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Cocoa Regulatory Office.

If the work authorized is not completed on or before **May 10, 2028**, authorization, if not previously revoked or specifically extended, shall cease and be null and void.

Instructions for Objecting to Permit Terms and Conditions: This letter contains an initial proffered permit for your proposed project/permit application. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of this letter.

Should you have any questions regarding this letter, please contact Brian West at the letterhead address, by telephone at 321-504-3771 ext. 0014, or by email at brian.a.west@usace.army.mil

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

John C. Palmer
Chief, Cocoa Section

For James L. Booth
Colonel, U.S. Army
District Commander

cc: Nicholas Raines (Bolchoz Marine Advisors, Inc.)

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the **dates identified in the letter**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

COMMENCEMENT NOTIFICATION

Within 10 days of initiating the authorized work, submit this form via electronic mail to: saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) ***or*** *by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL32232-0019.*

1. **Department of the Army Permit Number**: SAJ-2020-00295 (LOP-BAW)

2. **Permittee Information**:

   Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Construction Start Date**: _____

4. **Contact to Schedule Inspection**:

   Name: _____

   Email: _____

   Phone: _____

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

*Within sixty (60) days of completion of the authorized work, submit this form and one set of as-built engineering drawings via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, but not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3697.*

1. Department of the Army Permit Number: SAJ-2020-00295 (LOP-BAW)

2. Permittee Information:

Name: _____

Address: _____

_____

3. Project Site Identification (physical location/address):

_____

_____

_____

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

_____ _____
Signature of Engineer Name (*Please type*)

_____ _____
(FL, PR, or VI) Reg. Number Company Name

_____ _____ _____
City State ZIP

(Affix Seal)

Date: _____ Telephone Number: _____

Date Work Started: _____ Date Work Completed: _____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

_____

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DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2020-00295 (LOP-BAW)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or by electronic mail at saj-rd-enforcement@usace.army.mil.

_____ _____

(TRANSFEREE-SIGNATURE) **(SUBDIVISION)**

_____ _____ _____

(DATE) **(LOT)** **(BLOCK)**

_____ _____

(NAME-PRINTED) **(STREET ADDRESS)**

_____

_____

(MAILING ADDRESS)

_____

(CITY, STATE, ZIP CODE)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant:	File Number: **SAJ-2020-00295**	Date:
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- *ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.*
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- *ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.*
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- *ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.*
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the

division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT		
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)		
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.		
POINT OF CONTACT FOR QUESTIONS OR INFORMATION:		
If you have questions regarding this decision and/or the appeal process you may contact: **Brian West, Project Manager (321-504-3771, x0014)**	If you only have questions regarding the appeal process you may also contact: **Phillip A. Shannin** **404-562-5137**	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.		
_____ Signature of appellant or agent.	Date:	Telephone number:

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½ " by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at http://www.myfwc.com/WILDLIFEHABITATS/manatee_sign_vendors.htm. Questions concerning these signs can be forwarded to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

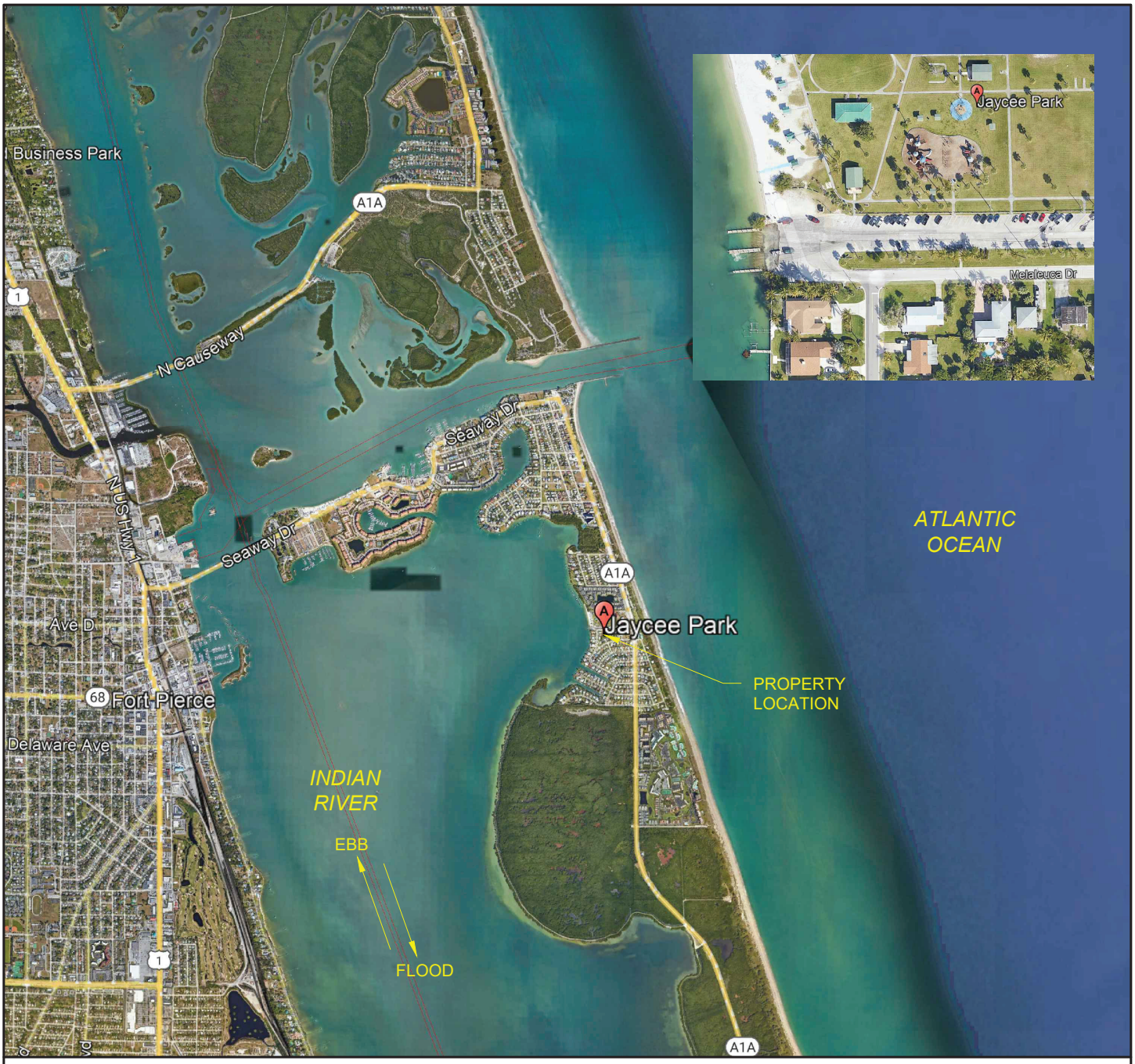
SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



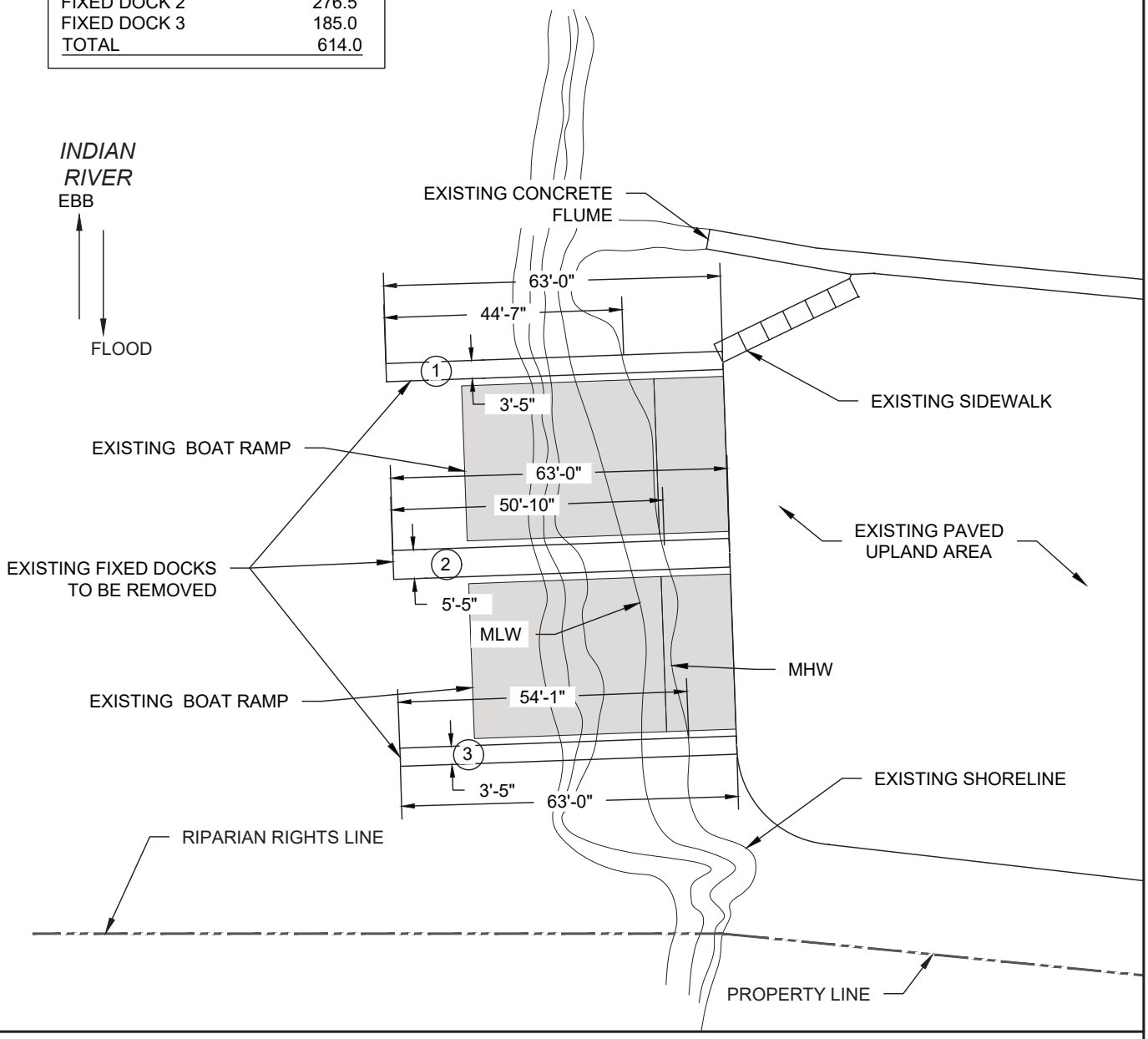
NOTES:

1. PROPERTY LINES AND LAYOUT FEATURES SHOWN IN THESE PLANS ARE BASED ON INFORMATION TAKEN FROM FILE PROVIDED CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING., DATED APRIL 13, 1975.
2. ELEVATIONS SHOWN ON UPLAND ARE REFERENCED TO NAVD88.
3. SCOPE OF WORK INCLUDES INSTALLATION OF CONCRETE ABUTMENTS, GANGWAYS, AND COURTSEY FLOATING DOCKS AT EXISTING PUBLIC BOAT RAMP.
4. SEE SHEET 1 FOR LOCATION MAP, SHEET 2 FOR EXISTING CONDITIONS, SHEET 3 FOR PROPOSED LAYOUT PLAN, SHEET 4 CROSS SECTION A-A, SHEET 5 FOR CROSS SECTION B-B, AND SHEET 6 FOR SEAGRASS SURVEY.

NORTH

PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE REV DATE: 2/6/2023 DATE: 2/6/2023	LOCATION MAP CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA

OVER WATER	SF
FIXED DOCK 1	152.5
FIXED DOCK 2	276.5
FIXED DOCK 3	185.0
TOTAL	614.0



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4. SEE SHEET 1 FOR LOCATION MAP, SHEET 2 FOR EXISTING CONDITIONS, SHEET 3 FOR PROPOSED LAYOUT PLAN, SHEET 4 CROSS SECTION A-A, SHEET 5 FOR CROSS SECTION B-B, AND SHEET 6 FOR SEAGRASS SURVEY.

NORTH

0 15 30
SCALE: 1" = 30'

PURPOSE: PRIVATE RECREATION

DATUM: NAVD88
APPLICATION BY: CITY OF FORT PIERCE

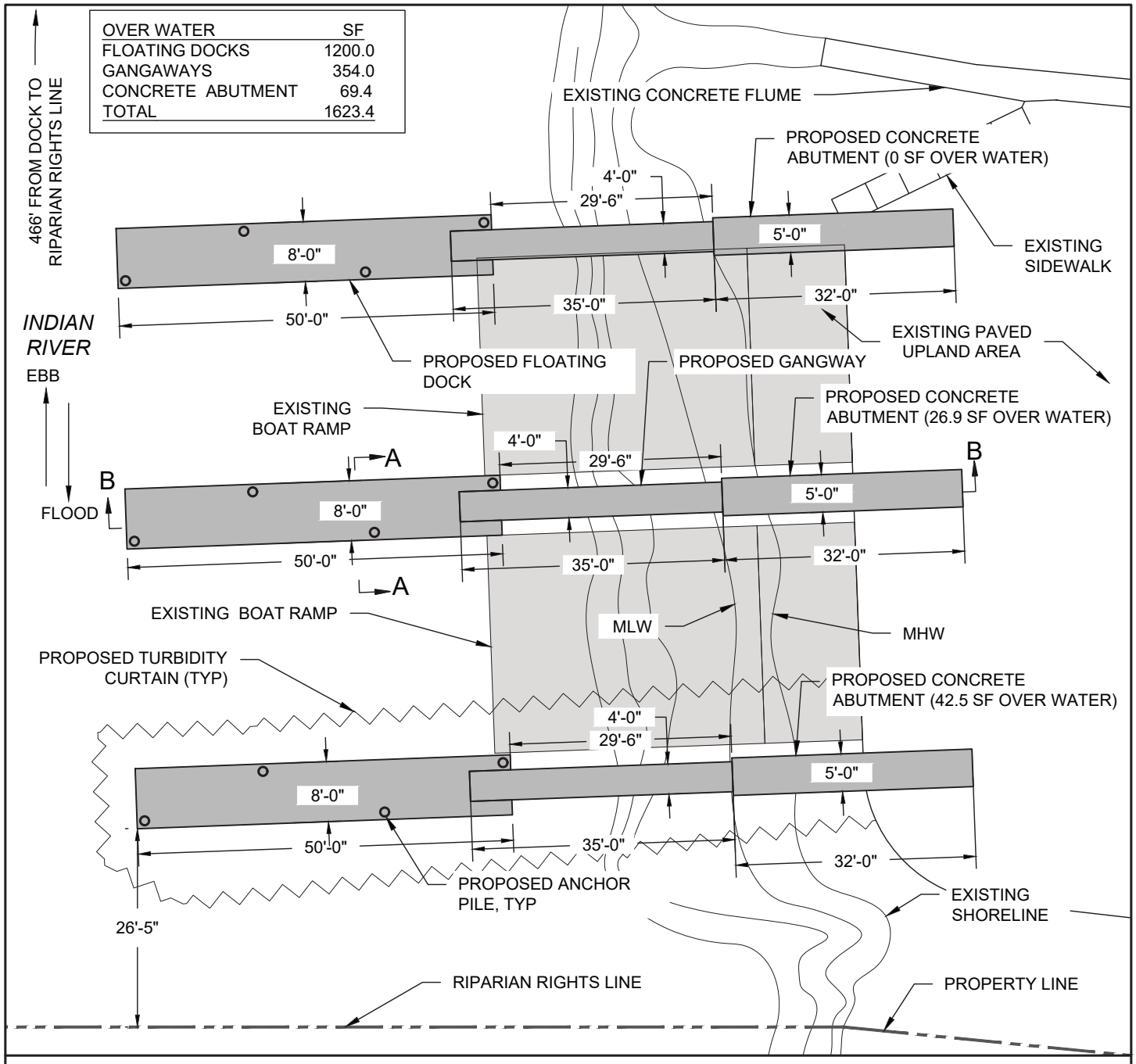
REV DATE: 2/6/2023
DATE: 2/6/2023

EXISTING CONDITIONS

CITY OF FORT PIERCE
1415 S OCEAN DR
FORT PIERCE, FLORIDA 34949

PROPOSED: DOCKS

AT: INDIAN RIVER
COUNTY OF: ST. LUCIE
SECTION: 12
TOWNSHIP: 35 SOUTH
RANGE: 40 EAST
STATE: FLORIDA



NOTES:

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2. ELEVATIONS SHOWN ON UPLAND ARE REFERENCED TO NAVD88.
3. SCOPE OF WORK INCLUDES INSTALLATION OF CONCRETE ABUTMENTS, GANGWAYS, AND COURTSEY FLOATING DOCKS AT EXISTING PUBLIC BOAT RAMP.
4. SEE SHEET 1 FOR LOCATION MAP, SHEET 2 FOR EXISTING CONDITIONS, SHEET 3 FOR PROPOSED LAYOUT PLAN, SHEET 4 CROSS SECTION A-A, SHEET 5 FOR CROSS SECTION B-B, AND SHEET 6 FOR SEAGRASS SURVEY.

NORTH

0 10 20

SCALE: 1" = 20'

PURPOSE: PRIVATE RECREATION

DATUM: NAVD88
APPLICATION BY: CITY OF FORT PIERCE

REV DATE: 2/6/2023

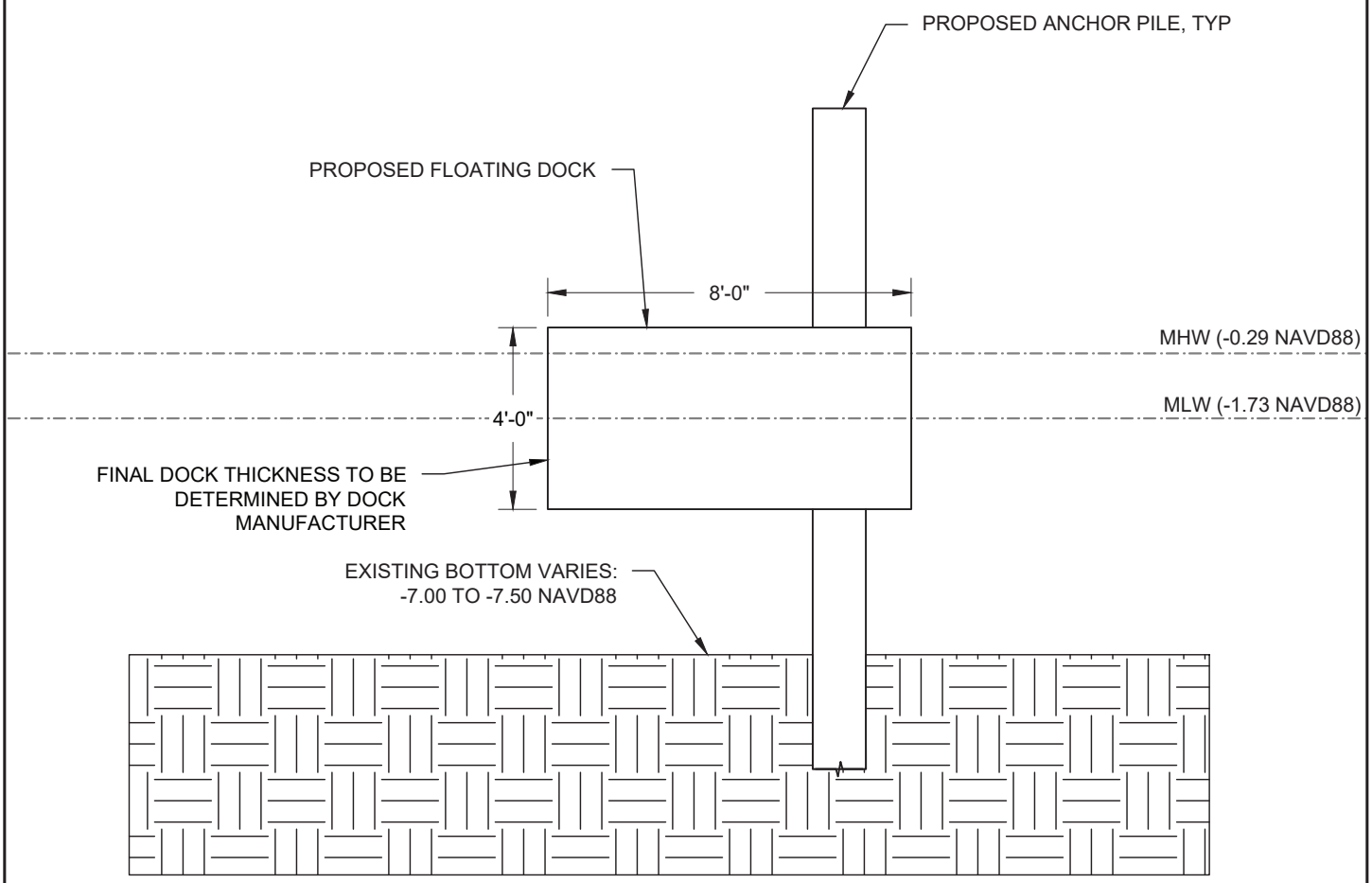
DATE: 2/6/2023

PROPOSED LAYOUT PLAN

CITY OF FORT PIERCE
1415 S OCEAN DR
FORT PIERCE, FLORIDA 34949

PROPOSED: DOCKS

AT: INDIAN RIVER
COUNTY OF: ST. LUCIE
SECTION: 12
TOWNSHIP: 35 SOUTH
RANGE: 40 EAST
STATE: FLORIDA



CROSS SECTION A-A

SCALE: 1" - 4'

NOTES:

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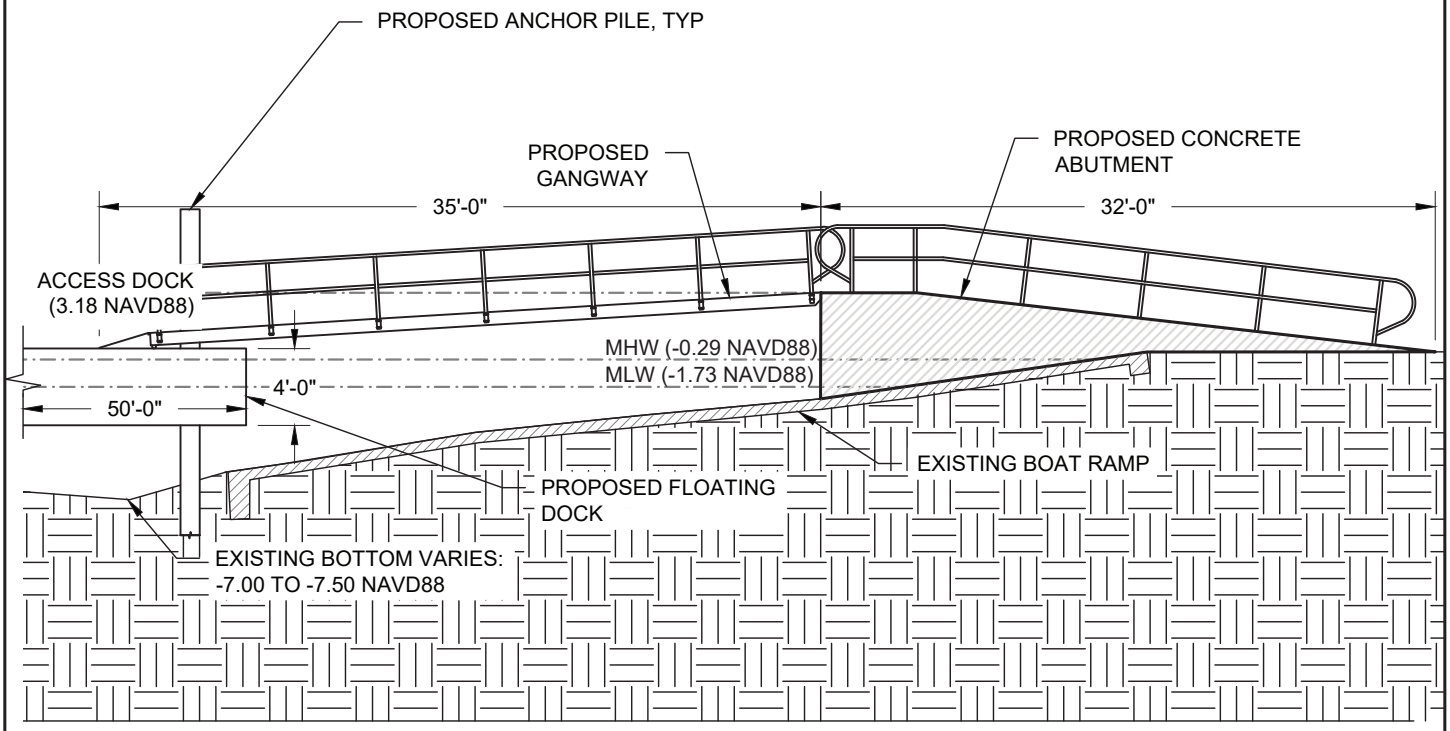
PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE DATE: 2/6/2023	CROSS SECTION A–A CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA SHEET 4



CROSS SECTION B-B

SCALE: 1" - 10'

NOTES:

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3. SCOPE OF WORK INCLUDES INSTALLATION OF CONCRETE ABUTMENTS, GANGWAYS, AND COURTSEY FLOATING DOCKS AT EXISTING PUBLIC BOAT RAMP.
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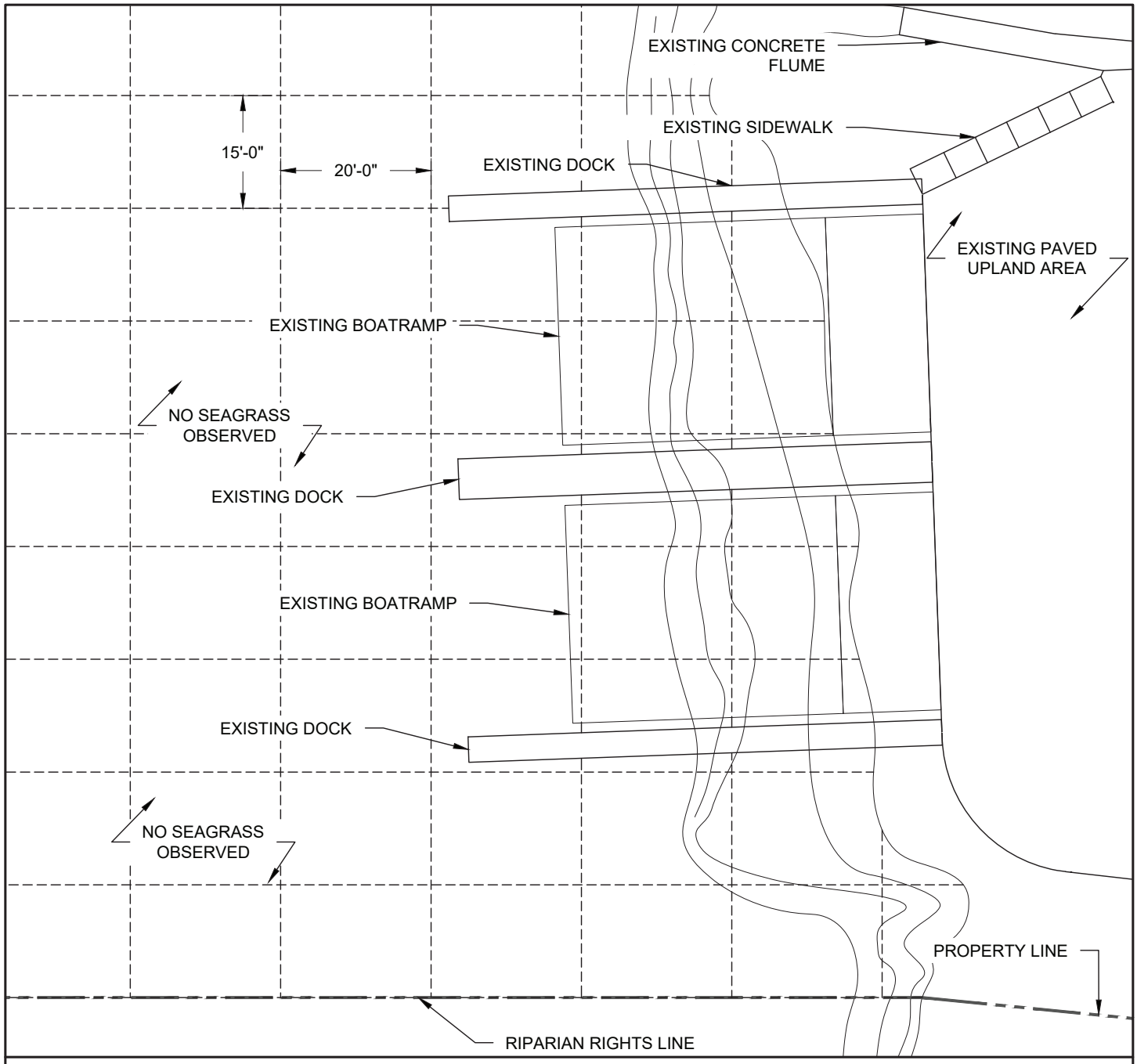
PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE DATE: 2/6/2023	CROSS SECTION B–B CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA SHEET 5



SEAGRASS NOTES:

1. SURVEY CONDUCTED ON 6/06/2022 AT 11:00 A.M.
2. TRANSECTS: OBSERVED BY DIVER.
3. SEDIMENT: WHITE SANDY BOTTOM
4. TURBIDITY: 2 FT VISIBILITY
5. COVERAGE: 0%
6. DENSITY: 0%
7. NO SEAGRASS OBSERVED

NORTH

0 10 20

SCALE: 1" = 20'

PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE DATE: 2/6/2023	SEAGRASS SURVEY CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA SHEET 6

FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Project Name: Jaycee Park Access Docks

Permittee/Authorized Entity:
City of Fort Pierce
c/o John R Andrews II
1415 SE Ocean Lane
Fort Pierce, FL 34983

Authorized Agent:
Bolchoz Marine Advisors, Inc.
c/o Nick Raines
Email: nraines@bmainc.co

Environmental Resource Permit - Granted

State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers / Section 404 Authorization – Separate Authorization Required

Permit No.: 56-0384383-003-EI

Permit Issuance Date: April 7, 2023

Permit Construction Phase Expiration Date: April 7, 2028

Consolidated Environmental Resource Permit and State-owned Submerged Lands Authorization

Permit No.: 56-0384383-003-EI

PROJECT LOCATION

The activities authorized by this Permit and state-owned submerged lands authorization are located within Indian River, Class III Waters, adjacent to 1415 S Ocean Drive, Fort Pierce (Section 12, Township 35 South, Range 40 East), in Saint Lucie County (Latitude N 27°27'8.6596", Longitude W 80°17'20.8616").

PROJECT DESCRIPTION

This permit authorizes improvements to the existing public boat ramp facility located at Jaycee Park. The improvements include removing the three (3) existing fixed accessory docks, constructing three (3) new floating accessory docks with gangways (1,674 sq. ft. total), and installing three (3)- 210 sq. ft. concrete abutments above mean high water.

This permit authorizes approximately 1,674 ft² of work in other surface waters. Submerged resources are not located within the project boundaries; therefore, there will be no adverse impacts to these resources. Mitigation is not required.

AUTHORIZATIONS

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S.

As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345,

or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT & SOVEREIGNTY SUBMERGED LANDS CONDTIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS

(1) The attached project drawings (sheets 1 through 7); the Standard Manatee Conditions for In-Water Work, 2011; and DEP forms 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at http://www.dep.state.fl.us/water/wetlands/erp/forms.htm become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

(2) If the attached permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

(3) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact the Department's Compliance Assistance Program, by email SED_Compliance@FloridaDEP.gov, or by phone (561) 681-6600, to schedule the pre-construction conference.

(4) The permittee shall ensure that the permit conditions are explained to all construction personnel working on the project and for providing each contractor and subcontractor with a copy of this permit before the authorized work begins.

(5) Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within one foot of the bottom shall be placed around the project site, and shall be maintained and remain in place for the duration of the project construction to ensure that turbid discharges do not occur outside the boundaries of the floating turbidity screens. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent turbid discharges.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

(6) There shall be no storage or stockpiling of tools and materials (i.e., lumber, pilings, debris), along the shoreline adjacent to waters of the state. All excess lumber, scrap wood, trash, garbage, and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit. All construction equipment/tools and materials shall be transported to and from the site via upland roadways and barges and all equipment/tools and materials shall be stored on the uplands.

(7) All watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring, prop dredging or damage to submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel/barge and the submerged bottom.

(8) The surrounding waterbody and marine resources located outside of the specific limits of construction, authorized by this permit, shall be protected from siltation, sedimentation, and/or scouring. Best management practices for turbidity and erosion control shall be implemented and

maintained at all times during to prevent siltation and turbid discharges into the surface waters surrounding the project site.

(9) Unauthorized impacts to wetlands or submerged resources as a result of construction activities at this boat ramp facility shall be reported immediately to the Department.

(10) No dredging or filling of submerged grass beds or live bottom communities are authorized by this permit.

SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS

(11) Turbidity levels outside the construction area shall not exceed 29 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

a. Notify the Department at (561) 681-6600 at the time the violation is first detected.
b. Immediately cease all work contributing to the water quality violation.
c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
d. As required, perform turbidity monitoring per Specific Conditions.
e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.

(12) Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(13) During construction activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by the Specific Condition above:

a. Date and time of sampling event
b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
c. Description of data collection methods
d. An aerial map indicating the sampling locations
e. Depth of sample(s)
f. Weather conditions at times of sampling

g. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's ERP Compliance Assurance Program via email at SED_Compliance@FloridaDEP.gov. The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

(14) Vessels utilizing this structure shall maintain a minimum of one-foot clearance between the deepest draft of the vessel with the engine in the down position and the submerged bottom so as to preclude bottom scouring or prop dredging.

(15) Only temporary moorings are authorized at the boat ramp facility.

(16) There shall be no fish cleaning stations, fueling facilities, sewage pump-out facilities, or liveaboards authorized by this permit. No overboard discharges of trash, human or animal waste, or fuel shall occur at this facility.

SPECIFIC CONDITIONS – MANATEE CONDITIONS

(17) The permittee shall comply with the standard manatee protection construction conditions listed in the attached "2011 Standard Manatee Conditions for In-Water Work".

SPECIFIC CONDITIONS – LISTED SPECIES

(18) This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-

330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

(9) This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

(12) The permittee shall notify the Agency in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered,

all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

1) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at

the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

(1) Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

(2) Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

(3) Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

(4) Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

(5) Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(6) Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

(7) Structures or activities will not create a navigational hazard.

(8) Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

(9) Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

(10) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures

on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

(11) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

(12) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

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(14) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).
The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Norva Blandin, MSEM
Permitting Program Administrator
Southeast District

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Norva Blandin MSEM, Danielle Sattelberger, Victoria Caba, Margaret Naylor
Nick Raines, Bolchoz Marine Advisors, Inc., nraines@bmainc.co

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne 04/07/2023
Clerk **Date**

Attachments:
Project Drawings and Design Specs., 6 pages
Standard Manatee Conditions for In-Water Work, 2011
As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1)*
Request for Transfer to the Perpetual Operation Entity Form 62-330.310(2)*
Request to Transfer Permit Form 62-330.340(1)*
Commencement Notice Form 62-330.350(1)*
*Can be downloaded at: https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource

NOTES:

1. PROPERTY LINES AND LAYOUT FEATURES SHOWN IN THESE PLANS ARE BASED ON INFORMATION TAKEN FROM FILE PROVIDED CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING., DATED APRIL 13, 1975.
2. ELEVATIONS SHOWN ON UPLAND ARE REFERENCED TO NAVD88.
3. SCOPE OF WORK INCLUDES INSTALLATION OF CONCRETE ABUTMENTS, GANGWAYS, AND COURTSEY FLOATING DOCKS AT EXISTING PUBLIC BOAT RAMP.
4. SEE SHEET 1 FOR LOCATION MAP, SHEET 2 FOR EXISTING CONDITIONS, SHEET 3 FOR PROPOSED LAYOUT PLAN, SHEET 4 CROSS SECTION A-A, SHEET 5 FOR CROSS SECTION B-B, AND SHEET 6 FOR SEAGRASS SURVEY.

NORTH

PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE REV DATE: 3/14/2023 DATE: 3/14/2023	LOCATION MAP CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA

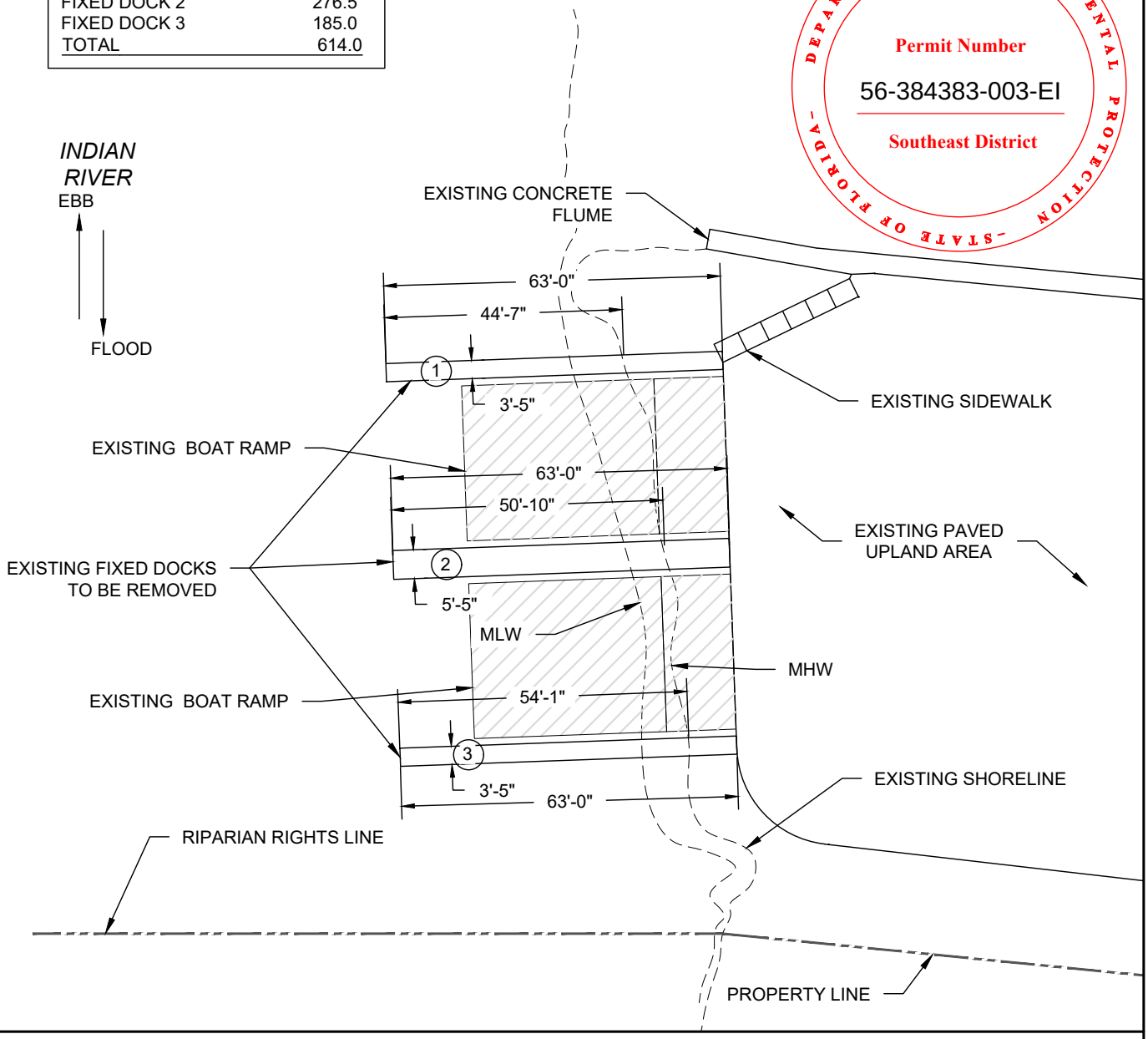
OVER WATER	SF
FIXED DOCK 1	152.5
FIXED DOCK 2	276.5
FIXED DOCK 3	185.0
TOTAL	614.0

DEPARTMENT OF ENVIRONMENTAL PROTECTION - STATE OF FLORIDA

Permit Number

56-384383-003-EI

Southeast District



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NORTH

0 15 30

SCALE: 1" = 30'

PURPOSE: PRIVATE RECREATION

DATUM: NAVD88
APPLICATION BY: CITY OF FORT PIERCE

REV DATE: 3/14/2023

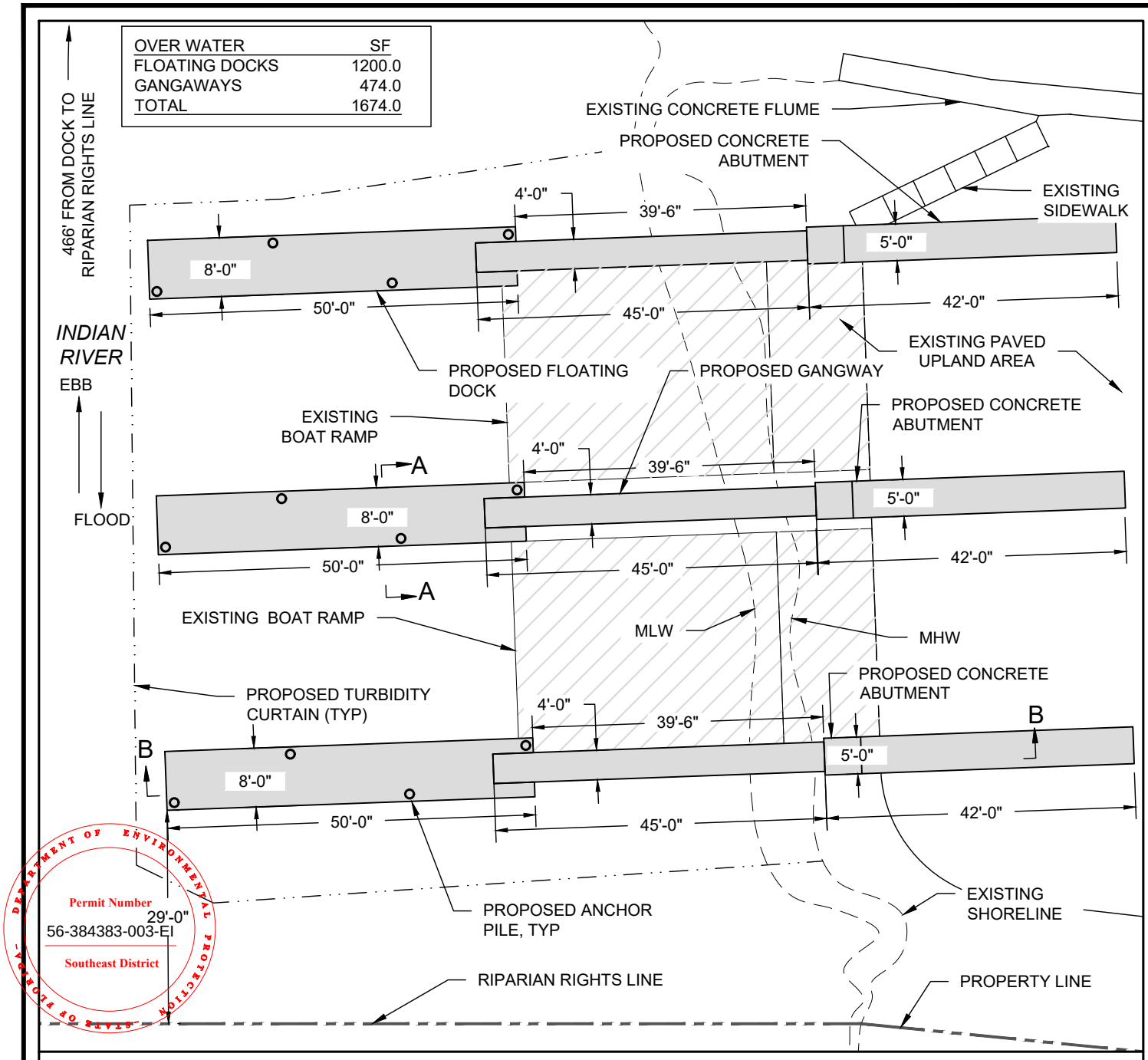
DATE: 3/14/2023

EXISTING CONDITIONS

CITY OF FORT PIERCE
1415 S OCEAN DR
FORT PIERCE, FLORIDA 34949

PROPOSED: DOCKS

AT: INDIAN RIVER
COUNTY OF: ST. LUCIE
SECTION: 12
TOWNSHIP: 35 SOUTH
RANGE: 40 EAST
STATE: FLORIDA



NOTES:

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NORTH

0 10 20

SCALE: 1" = 20'

PURPOSE: PRIVATE RECREATION

DATUM: NAVD88
APPLICATION BY: CITY OF FORT PIERCE

REV DATE: 3/14/2023

DATE: 3/14/2023

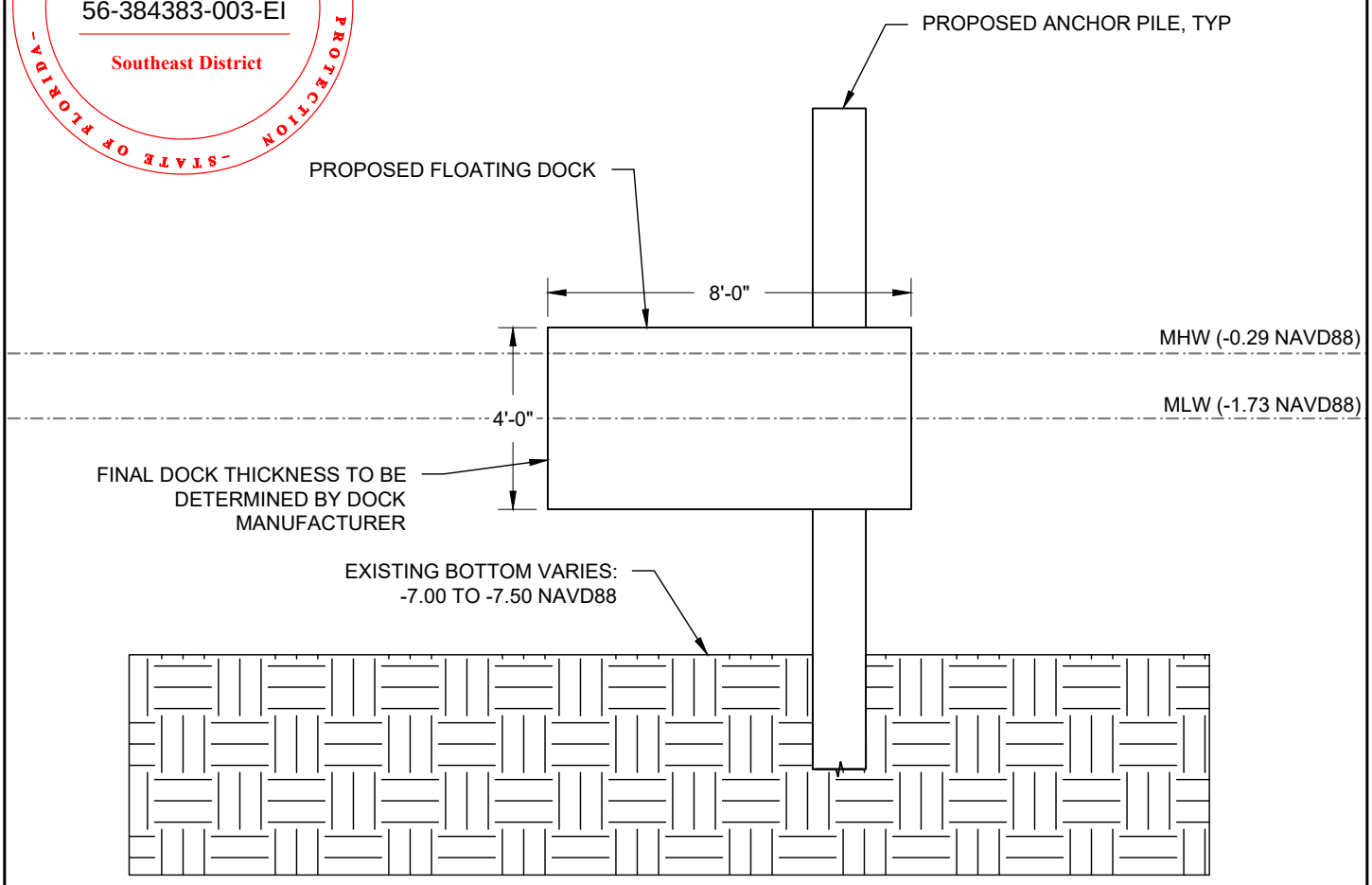
PROPOSED LAYOUT PLAN

CITY OF FORT PIERCE
1415 S OCEAN DR
FORT PIERCE, FLORIDA 34949

PROPOSED: DOCKS

AT: INDIAN RIVER
COUNTY OF: ST. LUCIE
SECTION: 12
TOWNSHIP: 35 SOUTH
RANGE: 40 EAST
STATE: FLORIDA

STATE OF FLORIDA - DEPARTMENT OF ENVIRONMENTAL PROTECTION
Permit Number
56-384383-003-EI
Southeast District



CROSS SECTION A-A
SCALE: 1" - 4'

NOTES:
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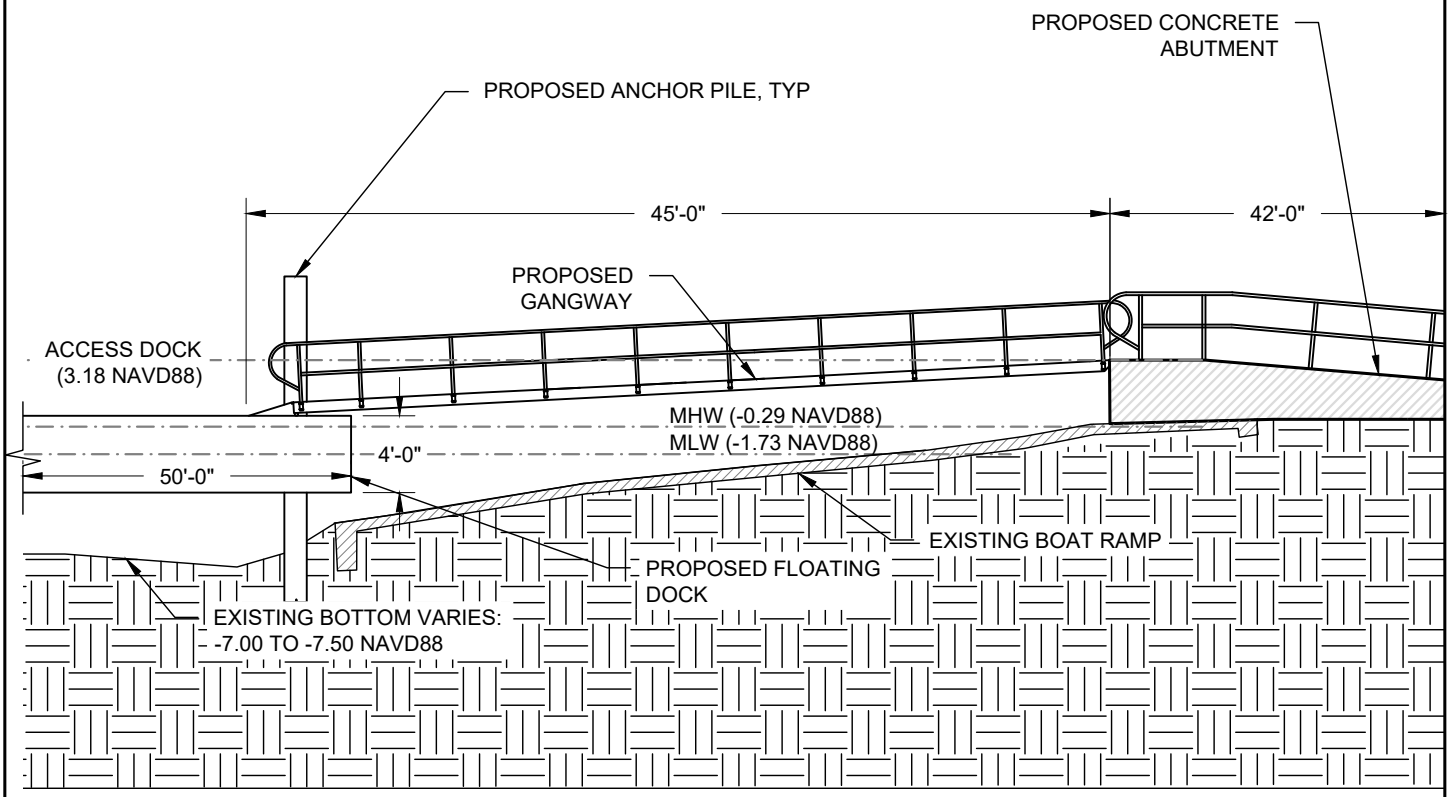
PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE REV DATE: 3/14/2023 DATE: 3/14/2023	CROSS SECTION A–A CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA



CROSS SECTION B-B

SCALE: 1" - 10'

DEPARTMENT OF ENVIRONMENTAL PROTECTION - STATE OF FLORIDA

Permit Number

56-384383-003-EI

Southeast District

NOTES:

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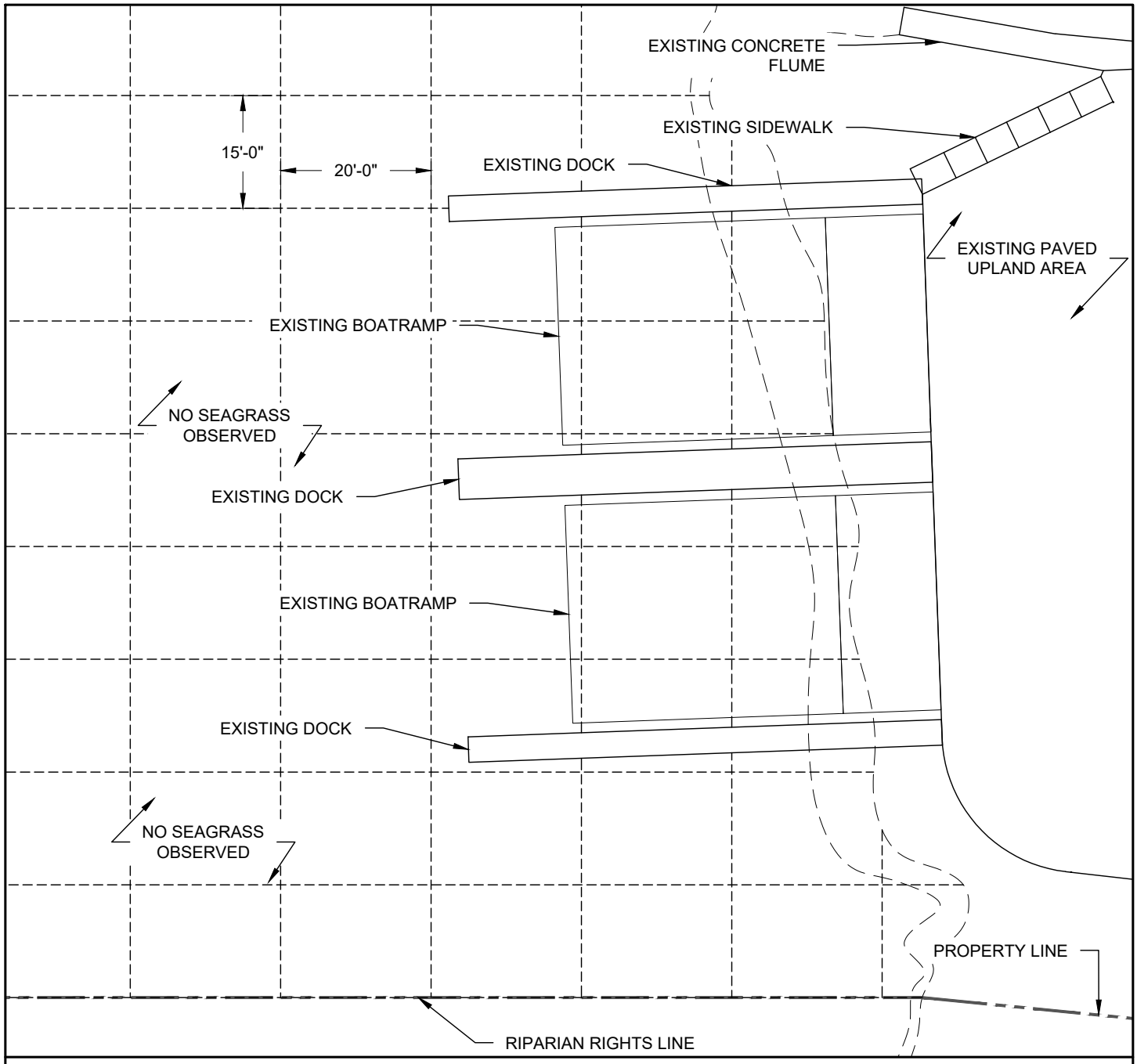
PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE REV DATE: 3/14/2023 DATE: 3/14/2023	CROSS SECTION B–B CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA



SEAGRASS NOTES:

1. SURVEY CONDUCTED ON 6/06/2022 AT 11:00 A.M.
2. TRANSECTS: OBSERVED BY DIVER.
3. SEDIMENT: WHITE SANDY BOTTOM
4. TURBIDITY: 2 FT VISIBILITY
5. COVERAGE: 0%
6. DENSITY: 0%
7. NO SEAGRASS OBSERVED

DEPARTMENT OF ENVIRONMENTAL PROTECTION - STATE OF FLORIDA

Permit Number

56-384383-003-EI

Southeast District

NORTH

0 10 20

SCALE: 1" = 20'

PURPOSE: PRIVATE RECREATION DATUM: NAVD88 APPLICATION BY: CITY OF FORT PIERCE REV DATE: 3/14/2023 DATE: 3/14/2023	SEAGRASS SURVEY CITY OF FORT PIERCE 1415 S OCEAN DR FORT PIERCE, FLORIDA 34949	PROPOSED: DOCKS AT: INDIAN RIVER COUNTY OF: ST. LUCIE SECTION: 12 TOWNSHIP: 35 SOUTH RANGE: 40 EAST STATE: FLORIDA SHEET 6

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 81/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Tracy Telle, Assistant City Engineer

FROM: Tanya Earley, City Attorney TME

RE: Brothers' Construction Specific Authorization No. 3 - Jaycee Park Boat Ramp and Floating Docks - RFQ No. 2019-027

CAO RLS File: No. 23-122

DATE: May 17, 2023

I have reviewed the above-referenced document. It is approved as to form and correctness. Because this specific authorization will be sent to the City Commission for its approval, I will sign the document after it is approved.

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

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk

SPECIFIC AUTHORIZATION NO. 3

JAYCEE PARK BOAT RAMP AND FLOATING DOCKS
REF. BID NO. 2018-014

SCOPE OF SERVICES

Pursuant to the provisions contained in "Bid No. 2018-014 – Marine Contracting Services" between The City of Fort Pierce (hereinafter referred to as "CITY") and Brothers Construction, Inc. (hereinafter referred to as "CONTRACTOR") dated the 2nd day of March 2018, CITY authorizes the CONTRACTOR to provide services in accordance with the terms and conditions set forth in Bid No. 2018-014.

The CITY desires construction services relating to the removal of the existing three (3) fixed docks and boat ramps along with the subsequent construction of three (3) concrete floating docks and associated appurtenances situated at Jaycee Park, hereinafter referred to as the "Project".

Section 1 - Scope of Work and Schedule of Services

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

Professional contractual services are required for the construction of three (3) 50' x 8' concrete floating docks complete with three (3) 45' x 4' aluminum gangways, three (3) 42' x 5' concrete abutments and piling system to support the works. The proposed improvements and scope of services are more particularly described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2 - Deliverables

CONTRACTOR shall provide the following deliverables to the CITY as listed below and as described in Exhibit "A', attached hereto and incorporated by reference herein:

Construction Commencement	1 Week from NTP*
Construction Completion & Acceptance	16 Weeks from NTP*

*NTP to be issued upon receipt of all federal, state, and local permits

Section 3 - Method and Amount of Compensation

CITY will compensate CONTRACTOR for services under this AUTHORIZATION in accordance with the payment policy identified in the contract.

The budget (or fee) for the services is not to exceed $808,725.00

Section 4 - CITY's Responsibilities

CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 8 of the AGREEMENT.

Section 5 - Other Provisions

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

IN WITNESS WHEREOF, this AGREEMENT, consisting of four (4) pages has been fully executed on behalf of the CONTRACTOR by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

Attest: _____
Linda Cox, City Clerk

BROTHERS' CONSTRUCTION, INC.

By: _____ Date: 5/8/2023
Martin Kenealy, Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Tanya Earley, City Attorney

EXHIBIT "A"

BCI
Brothers' Construction, Inc.

May 2, 2023

City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

Attn: Tracy Telle, Asst. City Engineer

RE: Jaycee Park Boat Ramp Docks
Fixed to Floating Design-Build Rev. 1

Dear Ms. Telle:

We are pleased to offer the following revised proposal for the referenced project. We will provide all engineering, labor, materials, and equipment necessary to replace the existing fixed docks with floating docks. The itemized cost breakdown is attached.

Clarifications/Exclusions

1. Pricing is contingent on complete closure of boat ramp during construction.
2. Reimbursement of stored material will be paid for all materials stored on site and the submission of the supplier's invoice and proof of payment.
3. Structures monitoring to be conducted within FDOT monitoring limits.
4. Soil borings have not yet been performed; therefore, we have based our proposal on similar projects in the area. We have assumed that no soils that would result in refusal are present. As such, we have not included any costs for pre-augering, predrilling, pre-forming, or punching for installation of new pilings.
5. Pricing is based on the Ameritek Dock System as manufactured by S&S Precast, Inc., aluminum gangways, steel pipe piles with coal tar epoxy coating, and concrete abutments.
6. We have priced the project generally in accordance with the latest engineered plans from Bolchoz Marine Advisors; however, the design is not yet finalized and the abutment wall construction is likely to change. The preliminary design called for a CMU wall with footers, but this proposal is based on a vinyl sheet pile wall as we believe that is the more efficient option.
7. We have not included any utility work of any kind.

If you have any questions or require additional information, please do not hesitate to contact us.

Thank you,

Elyzzah R Nichols

Digitally signed by Elyzzah R Nichols
Date: 2023.05.03 09:02:21 -04'00'

Elyzzah R. Nichols, PMP

850 NW Federal Highway Ste. 234, Stuart, FL 34994
Phone: (772) 692-9477
www.brothersconstructionfl.com

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1050	MOBILIZATION / DEMOBILIZATION / GENERAL CONDITIONS	1.000	LS	80,000.00	80,000.00
1500	TURBIDITY CURTAIN	200.000	LF	23.00	4,600.00
2010	DEMO EXISTING ASPHALT FOR ABUTMENTS	1.000	LS	7,908.00	7,908.00
2030	DEMO EXISTING FIXED TIMBER DOCKS	3.000	EA	8,293.00	24,879.00
3010	ABUTMENTS - VINYL SHEET PILE WALL ENCLOSURES	3.000	EA	20,570.00	61,710.00
3020	ABUTMENTS - CONCRETE CAPS AND SIDEWALKS	3.000	EA	26,950.00	80,850.00
3030	ABUTMENTS - BACKFILL UNDER SIDEWALKS	3.000	EA	5,587.00	16,761.00
3040	ABUTMENTS - ALUMINUM RAILINGS	252.000	LF	106.00	26,712.00
4010	FURNISH & DELIVER CONCRETE FLOATING DOCKS	3.000	EA	73,300.00	219,900.00
4020	FURNISH & DELIVER ALUMINUM GANGWAYS	3.000	EA	12,630.00	37,890.00
4030	F&I ANCHOR PILES - 14" X 0.5W X 40' PIPE - CTE	12.000	EA	11,220.00	134,640.00
4040	INSTALL CONCRETE DOCKS	3.000	EA	15,570.00	46,710.00
4050	INSTALL ALUMINUM GANGWAYS	3.000	EA	8,489.00	25,467.00
5000	SOIL BORINGS & GEOTECH REPORT - ALLOWANCE	1.000	LS	10,000.00	10,000.00
5100	LOCAL PERMITTING - ALLOWANCE	1.000	LS	10,000.00	10,000.00
5200	STRUCTURES MONITORING - ALLOWANCE	1.000	LS	9,250.00	9,250.00
5300	PAYMENT & PERFORMANCE BOND	1.000	LS	11,448.00	11,448.00
	Bid Total				**$808,725.00**

City Commission Regular Meeting **11. g.**

Meeting Date: 06/05/2023

Re: Interlocal Agreement with St. Lucie TPO

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Approval of Interlocal Agreement between the St. Lucie Transportation Planning Organization and the City of Fort Pierce for passenger rail station design.

SUMMARY:

The St. Lucie Transportation Planning Organization (TPO) amended the FY 2022/23 - FY 2023/24 Unified Planning Work Program to provide for the initial site plan and conceptual design for a future passenger rail station in Downtown Fort Pierce. The TPO has approved the expenditure of Coronavirus Response and Relief Supplemental Appropriations Act funding for this project. In accordance with this Interlocal Agreement, the City will be responsible for procuring and paying the vendors and the TPO will reimburse the City for payments made.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement with St. Lucie TPO.

ALTERNATIVES:

Amend or deny the Interlocal Agreement.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Peter Buchwald, Executive Director of St. Lucie TPO
Tanya Earley, City Attorney
Jack Andrews, City Engineer
Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2023
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

The City will procure and pay the vendor for the rail station site plan and conceptual design and the TPO will reimburse the City for payments made.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2023 09:27 AM
Finance Department	Johnna Morris	05/30/2023 11:09 AM
City Manager	Nick Mimms	05/31/2023 07:37 AM
Form Started By: Shyanne Harnage		Started On: 05/15/2023 01:31 PM
Final Approval Date: 05/31/2023		

INTERLOCAL AGREEMENT
BETWEEN THE ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION
AND THE CITY OF FORT PIERCE FOR PASSENGER RAIL STATION PLANNING

This Agreement is made and entered into this _____ day of _____, 2023, by and between the St. Lucie Transportation Planning Organization, a metropolitan planning organization (hereinafter the "TPO") and the City of Fort Pierce, a Florida municipality (hereinafter the "City").

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," provides that local governments or public agencies may cooperate by agreement with one another to provide services that will best meet the needs of local communities; and

WHEREAS, the above-named governmental entities are public agencies as that term is defined in Section 163.01, Florida Statutes; and

WHEREAS, on April 4, 2023, the TPO Board amended the FY 2022/23 – FY 2023/24 Unified Planning Work Program to provide for the initial site plan and conceptual design of a future passenger rail station in downtown Fort Pierce (the initial site plan and conceptual design are referred to hereinafter as the "Project"); and

WHEREAS, the TPO has approved the expenditure of Coronavirus Response and Relief Supplemental Appropriations Act funding for the Project; and

WHEREAS, the TPO and the City have agreed to cooperate in the completion of the Project, and to allocate responsibilities among themselves as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and undertakings as contained in this Agreement, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. RECITALS

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

2. DURATION AND TERMINATION

A. This Agreement shall become effective as specified in Section 13, below. The Agreement shall terminate automatically upon mutual written agreement by the City and the TPO that the Project has been satisfactorily completed, and all approved expenses incurred during the term of the Agreement have been paid, or on June 30, 2024, whichever is earlier.

B. Prior to the commencement of work on the Project by an authorized vendor, either party may terminate this agreement by providing no less than thirty (30) days written notice to the other party.

C. After the commencement of work on the Project by an authorized vendor, the parties may terminate this Agreement by mutual agreement.

3. RESPONSIBILITIES OF THE PARTIES

A. The City shall be responsible for procuring the vendors, subject to approval by the TPO, necessary to complete the Scope of Services approved as set forth in Section 3.B. , for monitoring the completion of the work, and for setting the commencement date for work to start on the Project. The vendors procured by the City shall comply with all local, State and Federal rules, laws, and requirements.

B. The parties agree that the Scope of Services is subject to approval by the City, the TPO, Florida Department of Transportation (FDOT), and Federal Highway Administration (FHWA), and the TPO shall be responsible for requesting the approvals by FDOT and FHWA of the Scope of Services.

C. The City shall be responsible for: (1) paying the vendor(s) referred to in Section 3.A., above; (2) keeping records of said expenditures; and (3) providing proof of payment of said expenditures to the TPO. The City may provide proof of payment of expenditures via electronic mail.

D. Within thirty (30) days of receipt and approval of an invoice and records of expenditures by the City, the TPO shall reimburse the City for payments made by the City to the authorized vendor(s) referred to in Section 3.A., above. The TPO's obligation to reimburse the City pursuant to this subsection shall survive the termination of the Agreement if the payments were made or the expenses were incurred, and the TPO was invoiced for the payments or the expenses, during the term of the Agreement. The TPO's obligation to reimburse the City shall not exceed $356,183.

4. LIABILITY

The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.

5. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

6. ENTIRE AGREEMENT

This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.

7. CHANGES

All changes, modifications, or alterations to this Agreement shall be made by written amendment signed by authorized representatives of each party.

8. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to TPO:
Board Chairperson
St. Lucie TPO
466 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34953

With a Copy to:
Executive Director
St. Lucie TPO
466 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34953

If to Fort Pierce:
City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

With a Copy to:
City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

9. FURTHER DOCUMENTS

Each of the parties hereto agrees that it will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

10. GOVERNING LAW AND VENUE

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

11. CAPTIONS

The captions and headings of this Agreement are intended for convenience and reference only and do not affect the construction or meaning of this Agreement.

12. FILING

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

13. EFFECTIVE DATE

This Agreement shall be effective upon it being filed with the Clerk of the Circuit Court of St. Lucie County.

[This section intentionally left blank]

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION

_____
TPO Operations Administrator

BY:_____
TPO Executive Director

DATE:_____

APPROVED AS TO FORM AND CORRECTNESS:

BY:_____
TPO/Assistant County Attorney

ATTEST:

CITY OF FORT PIERCE

_____
City Clerk

BY:_____
Mayor

DATE:_____

APPROVED AS TO FORM AND CORRECTNESS:

BY:_____
City Attorney

City Commission Regular Meeting **11. h.**

Meeting Date: 06/05/2023

Re: Zyscovich Architects Transit Oriented Development Proposal

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

PULLED AT STAFF'S REQUEST. Approve Proposal by Zyscovich Architects for Master Planning and Conceptual Architectural Design Services for the Development of a Master Transit Oriented Development Action Plan in an estimated amount of $100,000.00 which will be reimbursed by the St. Lucie County Transportation Planning Organization via Interlocal Agreement.

SUMMARY:

Zyschovich Architects will complete the following tasks and milestones:

- Final TOD Master Plan with a detailed illustrative document depicting urban design plan connecting the TOD District and Station Area to SunTrail (north/south) and Downtown (east/west).
- Architectural Concept for a Brightline Station including siting options and building massing.
- Graphic Renderings for presentation purposes at meetings and submittals.

This project will be treated as a single source, which is a procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available. This vendor is currently providing these services for Brightline, and provide the level of expertise required, familiarity with the firm and product being offered and saves time. The Purchasing Manager has reviewed and investigated the procurement process for this item and recommend that competitive procurement be waived and deem this item as Single Source Purchase.

RECOMMENDATION:

Approve Proposal by Zyscovich Architects.

ALTERNATIVES:

Amend or deny Proposal.

RESPONSIBLE STAFF:

Nicholas C. Mimms, City Manager

COORDINATED WITH:

Jack Andrews, City Engineer
Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2023
Account:
Amount: Approx. $100,000
FISCAL IMPACT:
This project will be funded by the St. Lucie TPO per the Interlocal Agreement.

Attachments

Zyscovich Proposal

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2023 09:28 AM
Finance Department	Johnna Morris	05/30/2023 11:12 AM
City Manager	Nick Mimms	05/31/2023 07:43 AM
Form Started By: Shyanne Harnage		Started On: 05/23/2023 01:03 PM
Final Approval Date: 05/31/2023		

BUILDINGS | INTERIORS | LANDSCAPES | CITIES

ZYSCOVICH
ARCHITECTS

100 N Biscayne Blvd . 27th Fl
Miami . FL 33132.2304

t 305.372.5222
f 305.577.4521

e info@zyscovich.com
w www.zyscovich.com

▪ MIAMI ▪ NEW YORK

April 14, 2023

Mr. Kevin Freeman
Planning Director
City of Fort Pierce Planning Department
100 North U.S. 1
Fort Pierce, FL 34950

Re: TOD / Brightline Action Plan – Fort Pierce, Florida

Dear Kevin,

Thank you for allowing Zyscovich Architects ("Architect") the opportunity to provide this proposal to The City of Fort Pierce ("Client") for master planning and conceptual architectural design services for the development of a Master TOD Action Plan for a Brightline Station ("Project").

The proposed area of the Action Plan ("Site") would initially comprise the property south of Orange, East of US-1, North of Citrus, and incorporate Depot Drive including FEC and non-FEC owned property and inclusive of parcels on the west side of US-1 between Citrus Ave and Orange Ave. It is a significant site of approximately 12.3 acres in land area and in a location that is accessible from US-1 Federal Highway and adjacent to downtown.

There are different tasks of work that would include the following milestones:

a. Final TOD Master Plan with a detailed illustrative document depicting urban design plan connecting the TOD District and Station Area to SunTrail (north/south) and Downtown (east/west).
b. Architectural Concept for a Brightline Station including siting options and building massing.
c. Graphic Renderings for presentation purposes at meetings and submittals.

We will work with the Client and selected Brightline representatives and coordinate with the City of Fort Pierce and other related municipal or county agencies during the planning process.

Background

The recently completed Fort Pierce Downtown Master Plan promotes mixed-use opportunities for a large section of the recognized downtown business area. In addition, it identifies a potential location for a rail station as a transit-oriented development (TOD).

The improvement of the central business district offers a massive opportunity for the City of Fort Pierce to complete the vision to develop it as a transit-oriented mixed-use thriving core and to generate substantial property tax returns, as well as indirect economic benefits.

Most of the existing site is currently in the ownership of the FEC and zoned industrial. The property is highly visible from US-1 and downtown and presents a negative visual impact. Untidy and an eyesore, the property is currently used for the temporary storage of railroad construction materials, primarily associated with the ongoing Miami to

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ARCHITECTS

Orlando Brightline connection. The attractiveness of the site plays an important factor when external investors are assessing the market viability of properties adjacent to the FEC land, particularly those fronting US-1.

Project Approach

We understand that the complete project may be built at different phases. We also understand that the estimated site and building uses listed below will be confirmed when the zoning analysis and concept analysis are completed and may include, but not be limited to:

- Limited Retail and Office Uses
- Residential Uses of varying building types
- Required parking

It is our understanding that we will evaluate potential additional connections/access points to the site and evaluate options that the Client may acquire to achieve connectivity.

We are very excited about this project and thank you for thinking of us for this assignment.

Sincerely,

Bernard Zyscovich, FAIA
President and CEO

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Task I. Master Planning

1.1 Analysis TOD / Station Area

For the primary purpose of identifying redevelopment/TOD potential, the Architect will conduct an existing conditions analysis to identify physical opportunities and constraints that will influence the vision for a TOD District Plan and Station Area including multi-modal transportation options; future land use redevelopment; and urban design improvements. This analysis will be based on provided GIS data and aerial photography; input from other team members; and field review. The analysis includes, but is not limited to:

- Existing Infrastructure
- Existing and future land uses
- Zoning (permitted intensity/density)
- Property ownership
- Existing building massing and development organization
- Parks and open space
- Pedestrian and bicycle facilities
- Historic/cultural/environmental resources; and
- Qualitative urban design inventory/assessment.

1.2 Conceptual TOD / Station Area Planning

During this task, the Architect will work with the Client to develop conceptual TOD and station area plan options for unique conditions relative to multi-modal connectivity, land use mix, density, and intensity mix for the Project site and within ½ mile radius of the TOD Action Plan parcel area.

The Architect will generate up to three (3) plan alternatives, in sketch format, to discuss at a meeting or meetings with the Client to define the direction of the master plan. A conceptual framework for the overall TOD District will be identified as part of this task which will consider linkages to the site and station. It is our understanding that the program areas that are to be evaluated during this phase may be validated by one or more market studies at a later time.

The Architect will provide sketches and single-line block areas for the concept to be further developed in the next stage of the work. The representation of the mixed-uses at this stage will also include “mood” images and necessary massing sketches to reinforce the Vision of the Master Plan of the Project, including:

- Conceptual Station Area plan alternatives – testing and evaluation
- Building massing, potential program elements, parking, and other site characteristics

- Attending up to two (2) meetings with City staff to confirm zoning requirements and any needed changes; and
- Coordinate with other consultants as necessary.

The Client does not have a survey for the site in electronic form. Consultant to work with documentation available via GIS and aerial photography.

1.3 Development of TOD District Plan

Based on the defined concept alternative of the Project, the Architect shall move forward into the development planning phase and will generate several massing diagram alternatives, in sketch format, to arrive at the optimum siting, massing, volume, and density of the Project. The site plan will define capacities, program, parking, and other urban characteristics as well as project phasing. The Architect will also generate data suitable for development of the project proforma.

In addition to planning services, the master plan will contain extensive support material that will necessitate coordination with consultants for landscape design, civil, traffic, and other consultants, and if needed, they will be engaged by you through a separate contract, or as a reimbursable expense to the Architect.

Our ability to work together with the entire team to analyze all of the environmental, and other issues involved in the planning process will ensure that all elements are consolidated into the thinking for the master plan.

Mobility, Traffic, and Streetscape Concepts - As part of the overall project framework, the Architect will define a multimodal network that will address optimal design concepts for the roadways, sidewalks, and street landscape/hardscape.

Station Area Concept Plan – For the Station Area Concept Plan, the Architect will address siting issues, parking requirements, access points, amenities, drop-off/pick-up areas and connections to multi-modal options.

Parking – The Architect will explore an approach that will include shared parking that would reduce the final parking requirements for the project as well as the possibility of a stand-alone district garage for commercial uses.

Definition of Project Character - The Architect will create vision sketches to explore and depict the conceptual architectural massing of the Project. These will include “in-house” 3D massing and selected

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ARCHITECTS

"mood images" to depict building character, single-line layouts of typical building plans, and building heights. The package will include definition and size of the elements in the public domain and will set the criteria for the Project's streetscapes and landscapes to be used by the landscape architect and civil engineer.

As part of our basic services, we will provide the following services:

- Make presentations on your behalf regarding site to interested partners
- Coordinate with other consultants as necessary
- Prepare presentation quality drawings and renderings indicating the project design (a reimbursable expense)

1.4 Graphic Renderings for Presentations

Architect shall prepare presentation quality artist renderings that depict architectural definition for marketing purposes and for presentations related to meetings and submittals.

Services Not Included

The following services are not included in Basic Services and shall be considered additional, should they be required.

- Landscape Architecture
- Traffic Engineering
- Branding, Signage, and Graphic Design

The Architect will assist the Client in the selection of these and other special consultants and engineers and the Architect will coordinate all consultant services appropriate to the work. These services or consultants shall only be added if authorized in writing by the Client.

Compensation

The compensation outlined below details the Architect's net fees only. All work through to completion will be billed monthly, as a percentage of work completed.

Task I. Master Planning

1.1 Analysis TOD Plan Area	$ 10,000
1.2 Conceptual TOD / Station Area Planning	$ 30,000
1.3 TOD District Plan Development	$ 50,000
1.4 Graphic Renderings for Presentations	$ 5,000 per rendering

Consultant/Engineering Services & Compensation

The Architect's compensation does not include the services of engineers, landscape architects, and specialty consultants required for the completion of the work. The Architect will jointly select all consultant services appropriate to the work. The Client may contract and pay these consultants directly or the Architect can treat them as a pass-thru expense, with a 10% fee to cover the Architect's insurance and administrative costs.

Additional Services

Additional services shall not be performed unless authorized in writing by the Client. If authorized, they shall be billed hourly based on the hourly rates in effect at the time services are rendered or as a mutually agreed upon fixed fee. Current hourly rates are attached as Exhibit A.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services and include expenses incurred by the Architect directly related to the Project, as follows:

- Printing, reproductions, plots, and standard form documents
- Postage, handling, and delivery
- Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client
- Other similar Project-related expenditures

These Reimbursable Expenses shall be billed at the cost incurred by the Architect. Any printing that is done in-house shall be billed based on the schedule attached as Exhibit A.

Payment Terms

Payment of invoices shall be made upon receipt of the invoice. Invoices not paid within thirty (30) days shall incur interest at a rate of 1.5% per month. The Architect may stop work if any invoice is greater than 45 days past due.

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The Client shall pay any cost of collection, including reasonable attorney's fees incurred, whether or not a suit is commenced, or an appeal is taken.

Implementation

Should you agree with the above, please sign below and return a copy for our files.

Agreed to and accepted by:

Zyscovich LLC.	**City of Fort Pierce**
By: _____	By:_____
Bernard Zyscovich, FAIA	INSERT

ZYSCOVICH
ARCHITECTS

EXHIBIT A

2023 Hourly Rate Schedule – Zyscovich Architects

Chief Executive Officer	$475.00
Executive Vice President/Partner	$400.00
Partner	$345.00
Principal	$300.00
Project Director / Senior Project Manager	$225.00
Project Manager	$195.00
Project Coordinator	$175.00
Designer	$140.00
Jr. Designer	$125.00
Senior Field Representative	$175.00
Field Representative	$135.00

IN-HOUSE REPRODUCTION CHARGES

Small Format B&W Prints/Copies 8.5 x 11 (each)	$0.20
Small Format B&W Prints/Copies 11 x 17 (each)	$0.25
Small Format Color Prints/Copies 8.5 x 11 (each)	$0.60
Small Format Color Prints/Copies 11 x 17 (each)	$1.25
Large Format B&W Plotting/Printing (per sq. Ft.)	$0.55
Large Format Color Plotting/Printing (per sq. Ft.)	$2.50

ELECTRONIC FILE REPRODUCTION

Compact Disk (CD)	$100.00

City Commission Regular Meeting **11. i.**

Meeting Date: 06/05/2023

Re: Safe Streets and Roads for All Grant (SS4A) Agreement

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Approval of an agreement between the United States Department of Transportation and the City for the administration of the Safe Streets and Roads for All (SS4A) Grant in the amount of $240,000.00 which was awarded on January 31, 2023.

SUMMARY:

On January 31, 2023 the City was notified that the U.S. Department of Transportation (USDOT) had awarded $240,000 in grant funds for the City of Fort Pierce Comprehensive Safety Action Plan. Since that time, staff has been working with USDOT and Federal Highway Administration (FHWA) staff to develop the attached agreement.

RECOMMENDATION:

Staff recommends that City Commission authorize the Mayor to sign the Agreement

ALTERNATIVES:

If the Agreement is not signed, the City will forfeit the Grant.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

Jack Andrews
City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 23/24

Account: 114-1111-519-6310

Amount: $300,000

FISCAL IMPACT:

The Grant will provide $240,000 in reimbursable funds and there is a Local Match of $60,000 to be funded from SurTax.

Attachments

SS4A Terms and Conditions
SS4A FHWA Exhibits
Legal Approval 05242023
Final Agreement for Execution

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/30/2023 11:21 AM
City Manager	Nick Mimms	05/31/2023 07:41 AM
Form Started By: Selena Griffett		Started On: 05/22/2023 09:19 AM
Final Approval Date: 05/31/2023		

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Revision date: March 28, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contacts.

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable.

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

(1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section

11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Program Performance Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14
PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. If the Designation in Section 2.5 is "Implementation," then:

(1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 Section 24112(h) Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:

(1) the costs of carrying out the project;

(2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and

(3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15
NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18
CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Primarily iron or steel" means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities For Subawards. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

(a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 25
ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26
WAIVER

26.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Action Plan or Implementation Plan. Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.3 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 29
CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program", dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

"**SS4A Grant**" means an award of funds that were made available under the NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

February 8, 2023

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
m. American Indian Religious Freedom Act, P.L. 95-341, as amended
n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

1101 -1104, 541, et seq.

dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
nn. Wilderness Act – 16 U.S.C. 1131-1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
d. Efficient Environmental Reviews - 23 U.S.C. 139

e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
b. National Highway System Design Standards – 23 C.F.R. Part 625
c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

    (1) Certify whether the entity has a Tax Delinquency; and

    (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

    (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

    (2) an entity provides an affirmative response to either certification in section 3; or

    (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

    then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

    (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

    (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

    (1) require the SAM check in section 2;

    (2) require the certifications in section 3;

    (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While
Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

(a) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

(b) Project Significant Activities and Issues. This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

(c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) Project Scope Overview. The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

(e) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.

(h) Certifications.

i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).

ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

This instrument obligates **[$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

(1) the Agreement accurately describe the Project's activities;

(2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;

(3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

_____ By: _____

Date

Signature of Recipient's Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]
	Name
	[insert title]
	Title

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Selena Griffett, Project Engineer

FROM: Tanya Earley, City Attorney TME

RE: Grant Agreement for Safe Streets For All Program Grant

CAO RLS File: No. 23-118

DATE: May 23, 2023

In response to your request for legal services, I have reviewed the above-referenced document. It is approved as to form and correctness.

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

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
John Andrews, City Engineer
Linda Cox, City Clerk

1. Award No.

693JJ32340234

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To
City of Fort Pierce
100 North US Highway 1
Fort Pierce FL 34950

Unique Entity Id.: HD7SD9PNKNA5
TIN No.: 59-6000349

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award –
24 months from effective date

7. Total Amount

Federal Share:	$240,000
Recipient Share:	$60,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$300,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.
HSSP230236PR/000001

11. Federal Funds Obligated
$240,000

12. Submit Payment Requests To
See article 20.

13. Payment Office
See article 20.

14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.610066
00.0000000000.0000000000.0000000000.0000000000

15. Description of Project
The City of Fort Pierce Engineering Comprehensive Safety Action Plan will identify and aid in prioritization of Low-Cost Safety Improvements within the City. This plan will establish the commitments of the City to work toward a goal of zero roadway fatalities.

RECIPIENT
16. Signature of Person Authorized to Sign

Signature Date
Name: Linda Hudson
Title: Mayor
City of Fort Pierce, FL

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

Signature Date
Name: Robert M. McNamara
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the City of Fort Pierce (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Fort Pierce Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Fort Pierce Comprehensive Safety Action Plan

Application Date: September 13, 2022

2.2 Award Amount.

SS4A Grant Amount: $240,000.00

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	June 30, 2024
Planned Action Plan Completion Date:	July 31, 2024
Planned Action Plan Adoption Date:	August 31, 2024
Planned SS4A Final Report Date:	September 30, 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$240,000
Other Federal Funds:	$0.00
State Funds:	$0.00
Local Funds:	$60,000
In-Kind Match:	$0.00
Other Funds:	$0.00
Total Eligible Project Cost:	$300,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$240,000	$60,000	$300,000
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$240,000**	**$60,000**	**$300,000**

(c) Cost Classification Table -Implementation Grants Only

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

[Reserved]

4.2 Recipient Contact(s).

Selena Griffett, P.E.
Project Engineer
City of Fort Pierce Engineering Department
100 North US Highway 1, Fort Pierce FL 34950
772-467-3780
sgriffett@cityoffortpierce.com

4.3 Recipient Key Personnel.

Name	Title or Position
Selena Griffett, P.E	Project Engineer
John Andrews, P.E	City Engineer

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-6409
Darren.thacker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue
Suite 390
Lakewood, CO 80228
720-963-3589
Ashley.cucchiarelli@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue
Suite 390
Lakewood, CO 80228
720-963-3589
Ashley.cucchiarelli@dot.gov

and

Jamie Christian
Agreement Officer's Representative (AOR)
FHWA FL. Division Administrator
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312-3998
850-553-2200
jamie.christian@dot.gov

and

Bren I. George-Nwabugwu Sr
Florida Division Office Point of Contact
Senior Transportation Engineer
Federal Highway Administration
400 W. Washington Street, Suite 4200
Orlando, FL 32801-2217
407-867-6407
bren.george@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Assistance Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fort Pierce

Baseline Measurement Date: September 30, 2024

Baseline Report Date: September 30, 2024

Table 1: Performance Measure Table For Action Plan Grant

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan, or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The SS4A Action Plan components include equity considerations. This philosophy will guide the actions of the Action Plan development and in particular in the Engagement and Collaboration and Progress and Transparency elements of the City of Fort Pierce Comprehensive Safety Action Plan.

City Commission Regular Meeting **11. j.**

Meeting Date: 06/05/2023

Re: CDBG FY 22-23 Public Service Agency Grant Request for Approval

Submitted For: Brittany Marinello, Grants Manager, Finance Department

---

SUBJECT:

Approve Grants Division recommendation for award of two $5,000.00 public service agency grants for a total of $10,000 for the PY 22-23 Public Service Agency Grant period.

SUMMARY:

The Grants Division reviewed and recommends two (2) applications.

Attached, please find: List of applicants and suggested grant awards, grant applications, template of the contractual grant agreement.

Village Coalition of Youth Activities, Inc.	$5,000.00
Future Generations of St. Lucie County, Inc.	$5,000.00

RECOMMENDATION:

Approve the Grants Division's recommendations for the 2022-2023 Public Service Agency Grant awards and template contract to be used for each awardee. The template contract has been submitted to the Legal Department for Form and Correctness.

ALTERNATIVES:

Staff shall proceed as directed by Commissioners.

RESPONSIBLE STAFF:

Brittany Marinello, Grants Division Manager

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022-2023
Account:	1039002-5548410
Amount:	$10,000

OTHER INFORMATION:

N/A

Attachments

Grant Application Village Coalition of Youth Activities
Grant Application Future Generations of St Lucie County
Future Generations Congract
VCOYA Contract

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/30/2023 11:22 AM
City Manager	Nick Mimms	05/31/2023 07:40 AM

Form Started By: Theresa-Maria Orellana Started On: 05/19/2023 03:09 PM
Final Approval Date: 05/31/2023

2022-2023
Public Service Grant Opportunity

Guidance and Application

Application Open Date – March 31, 2023

Application Due – Open Year Round

2022-2023 Public Service Grant Opportunity

Funding for this grant award was made available to the City of Fort Pierce under provisions of Title I of the Housing and Community Development Act of 1974. Applicants are encouraged to thoroughly read through this entire package before beginning the application process.

This application is available in to complete online and as a fillable PDF.

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2022-2023 Public Service Grant Opportunity

I. OVERVIEW

The City of Fort Pierce will allocate a portion of its Federal Community Development Block Grant (CDBG) funding for certified 501(c)(3) non-profit organizations for programs benefiting Fort Pierce's low to moderate income (LMI) citizens.

Public Service Grant Applications will be reviewed by the Communitywide Council (CWC), a citizen's board appointed by the Fort Pierce City Commission. Their recommendations for Public Service grants will be presented to the City Commission for a final decision on the awarding of all Public Service grants.

Organizations wishing to apply for Public Service Grants should follow these "Program Guidelines" in completing the grant application. Use additional space, as needed.

Applications can be obtained electronically. Please download, complete, and submit the application to: grantsadministration@cityoffortpierce.com.

A fillable PDF is available to complete on the Grants Administration website site which is located at https://www.cityoffortpierce.com/503/Open-Grant-Opportunities. You will receive an email confirmation of your submitted application.

PLEASE NOTE: THIS APPLCIATION MUST NOT BE ALTERED IN ANY MANNER.

CONTACT INFORMATION:

Telephone: 772-467-3161 // grantsadministration@cityoffortpierce.com

II. NEW FOR 2022-2023 PROGRAM YEAR

Applicants are strongly encouraged to read the entire
2022-2023 Public Service Grant Guidance and Application prior to completing the application.

This current Guideline and Application has been updated; do not use previous versions.

A. Activities/Services/Programs funded in whole or in part through a 2022-2023 Public Service Grant must be provided at **NO COST** to participants.

B. Public Service Grant funding can be used provide financial literacy education and workforce development.

C. Public Service Grant funding can be used provide scholarships for summer campers, senior campers, or for other program participation fees, tuition, etc.

In order to qualify for reimbursement for scholarships, program participation fees, tuition, etc., grantee must:

- Show proof that scholarships/fees/tuition are typically charged for this program/activity.
- Provide detailed records to include completed camp or activity/program registration forms and daily sign-in sheets to verify recipients are regularly participating in activity/program.
- Provide a copy of the Scholarship Award (certificate), listing the name and address of each recipient.
- Submit a copy of the program advertisement (flyer) and a list of the locations where the advertisement is displayed.

D. 2022-2023 Public Service Grant funds CANNOT be used for salaries, stipends, gift cards, rent, office supplies, utilities, or daily program operations. Please review entire listing of ineligible expenses outlined within this document.

The Rest of this Page is Intentionally Left Blank

III. APPLICATION CHEKLIST

Use this checklist to ensure you have included key information with your application. **Be sure to enclose this checklist with your application.**

- ☐ **Mandatory orientation (scheduled by the Grants Division)**
- ☐ Applicants who have received previous program/project funding must ensure that **THIS APPLICATION IS FOR A NEW OR EXPANDED PUBLIC SERVICE PROJECT**.
- ☐ 2022-2023 Grant Guidelines and Application **HAVE BEEN CAREFULLY AND THOROUGHLY READ**.
- ☐ Application is dated.
- ☐ Mandatory application format and preparation have been followed.
- ☐ Person(s) listed as the "Contact Person" is knowledgeable about the project and application and is aware that they are listed as the contact person.
- ☐ Reliable telephone numbers and email addresses are listed.
- ☐ Copy of the advertisement for the program and a list of the locations where the ad is displayed, is included
- ☐ Application contains the correct mailing address, which also matches the address listed on the Internal Revenue Service 501(c)(3) documentation.
- ☐ Funding request has been rounded to the nearest dollar.
- ☐ Program/Project description includes the following information:
  - ☐ Person(s) who will implement the program/project?
  - ☐ Description of program/project, as well as a description and the number of people it will benefit
  - ☐ Project/program start and end dates
  - ☐ Location of project/program and location where activities will take place
  - ☐ How the program/project will address a community need
- ☐ Detailed budget and all required budget information, as listed in application
- ☐ Program/project goals and objectives contain dates, time frames and measurable numbers
- ☐ Specific locations are listed for program/project activity sites
- ☐ All documentation listed on page 18 is provided with the application
- ☐ The application is signed by the person authorized to enter into binding contracts on behalf of the organization.
- ☐ Application is **Notarized.**
- ☐ Application **MUST BE** submitted via email to grantsadministration@cityoffortpierce.com.

2022-2023 Public Service Grant Opportunity

INFORMATION AND DEFINITIONS FOR THE GRANT APPLICANT

Grant Description: This competitive grant opportunity for Public Services provides funding for the implementation of projects that improve the lives of low to moderate income citizens.

Eligible Applicants: Neighborhood organizations, agencies, civic groups, church groups, or any organization that lists its operating address within the City limits of Fort Pierce, is eligible to apply for this PSA grant. If your organization has been previously awarded grant funding for a project/program, you must ensure that **THIS IS A NEW OR EXPANDED PUBLIC SERVICE PROJECT.**

Eligibility Requirements: All activities must meet guidelines and regulations established by the Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funding, and other local restrictions established by the City of Fort Pierce. While churches are eligible to apply for a Public Service grant, the programs or projects funded may not be religious in nature, directly or indirectly. Neither can programs or projects be limited to or predominantly for members of individual churches or religions.

Funding Source: United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) dollars.

Available CDBG Program Funds: Approximately $50,000

Amount of Grant Awards:

- **Grants up to $5,000 will be awarded. Requests for over $5,000 will be automatically disqualified.**
- Applicants must include either cash or 'in-kind' match equivalent to at least 25% of the grant request. Preference will be given to programs where the highest percentage of the grant award goes directly toward **actual activities that benefit low to moderate income citizens**.
- **The grant structure is discretionary, and the City Commission's decisions are final. There is no appeals process, although applicants may resubmit an application at a later cycle, should one become available. Applicants may receive a portion of their original grant request.**

Application Deadlines: Grant application packets will be available for download from the City's website beginning Friday, March 31st, 2023. The application will be open year-round until funds are expended.

Project expenses incurred before the grant contract is signed will be **ineligible** for reimbursement.

How to Obtain an Application:

- Download from the City of Fort Pierce website at: http://cityoffortpierce.com/503/Open-Grant-Opportunities
- Request an electronic application via email at: grantsadministration@cityoffortpierce.com or call 772-467-3161 to have an application emailed.

For application assistance, contact: Grants Administration Division, City of Fort Pierce, Telephone: 772-467-3161; Email: grantsadministration@cityoffortpierce.com

V. ELIGIBLE ACTIVITIES / PROJECTS

Funding priority will be given to applicants who have not been previously awarded. Likewise, if your program has received grant funds from the City of Fort Pierce, this application MUST BE FOR A NEW or EXPANDED PUBLIC SERVICE PROJECT ONLY.

1) Employment services, including job training.
2) Crime prevention and public safety.
3) Substance abuse counseling/treatment.
4) Educational programs.
5) Senior Citizen services.
6) Homeless persons services.
7) Energy Conservation.
8) Fair Housing Counseling.
9) Promote cultural diversity, outdoor activities, and a healthy lifestyle.
10) Provide food assistance, medical assistance and like services to disabled senior citizens.
11) Develop interest and participation in neighborhood improvement, beautification, revitalization and instill and foster community pride; and/or
12) Discourage adverse activities such as gangs, crime, drug use and vandalism.

VI. INELIGIBLE ACTIVITIES / PROJECTS

Funding may **NOT** be used for:

1) Salaries or Stipends for Staff or Volunteers.
2) Purchase of gift cards, money cards, etc.
3) Political Activities.
4) Computers and Software.
5) Construction Equipment.
6) Special Event Insurance.
7) Office Equipment and Furnishings.
8) Religious Activities; and
9) Indirect Costs

VII. INDIRECT COSTS

Indirect costs will **NOT** be funded. Indirect costs are those costs related to the upkeep and maintenance of facilities, **including utilities such as electricity, water, Internet, telephone and the cost of renting or leasing space, etc.**

Preference will be given to applications where the highest percentage of the grant award goes DIRECTLY TOWARD ACTUAL activities that benefit low to moderate income citizens.

VIII. GRANT APPLICATION APPROVAL PROCESS

Be mindful that the maximum grant request is $5,000. **Requests over $5,000 will be automatically disqualified**. All requests must include at least 25% cash or 'in-kind' match that will be verified throughout the project. **Points may be counted off for sloppy, difficult to read, or unorganized applications.**

Before applications are submitted to the Communitywide Council (CWC) for review and approval, Grants Administration Division staff will make a preliminary determination that projects are eligible as per these guidelines and that applications meet the minimum requirements for completeness and timely submission. The CWC will review applications at a regularly scheduled meeting.

CWC recommendations will be presented to the City Commission at a regularly scheduled Commissioner's meeting. The grant structure is discretionary, and decisions of the City Commission are final. There is no appeals process, although applicants may resubmit an application at a later cycle, if one becomes available. Applicants may only receive a portion of their original grant request and should be prepared to explain how the project will change should the grant award be a lesser amount that requested. Awards will be announced following the City Commission's decisions.

IX. CONTRACTUAL AGREEMENTS / GRANT AWARD PROCESS

Grant recipients will be required to enter into a contractual agreement with the City of Fort Pierce in order to receive a Public Service grant award. The grant award contract will contain federal requirements for receiving a federal grant. The contract will also contain the grant recipient's program description, timeframe, budget, scope of services, cash or in-kind match and reporting requirements. The signature page will contain the signatures of persons at the organization who are authorized to enter into contractual agreements.

Funds for program or project expenses will not be disbursed until both the organization and the City have signed the PSA Grant Contract. As well, reimbursement for expenses incurred prior to contract signing, will not be honored. A formal contract is **mandatory**, regardless of the amount of the grant award. Applicants are responsible for knowing and understanding the terms of the contract and the deadlines for submitting documentation and reports.

Project Description. The project description listed in the grant award contract will be determined from the information provided in the application. It is your responsibility to ensure that your project's description is accurate and complete.

Scope of Services to Be Performed. The project's intent, general work plan and Scope of Services as described in the contract will be the same as that contained in the approved application. Once a grant has been awarded, the Scope of Services or the budget cannot be changed without prior approval of Grants Administration Division staff and/or the CWC. Grants Administration Division staff may approve minor revisions to the specific scope and budget listed in the grant award contract to accommodate circumstances or information that becomes available between the time of the application, contract execution, and completion of the project. Project and/or budget revisions must receive City staff and, in some instances, CWC approval. It is the Grant Recipient's responsibility to understand the Scope of Services to be performed prior to signing the grant award contract.

Time Frame for Completing Project. All projects must be completed 3-6 months of signing the contract.

Budget. Your project must be implemented in accordance with the approved budget. You are responsible for expenses as outlined in your budget, even if cost for these expenses fall above or beyond the amount of your grant award. Grant Recipients may not adjust or change budget line items without City staff, and in some instances, CWC approval.

Disbursement of Funds. Funds will be distributed **as a reimbursement** to the grant recipient for expenses incurred in accordance with the contract's Scope of Services and budget. Grants Administration Division staff will work with the grant recipient to determine the best method of awarding funds to accomplish the proposed project. **Reimbursements will be made upon the presentation of paid receipts, paid invoices, copies of checks submitted for payment (front and back) for eligible expenses, and a detailed description of expenditures**. **Grant Recipients will be required to provide sign-in sheets,**

photographs, reporting forms, income verification forms, other proof of services to citizens. Reimbursement will not be approved for ineligible or eligible expenditures with lost or vague receipts or simply providing proof of payments, or for activities that are not described in the approved grant application. Grants Administration Division staff will make the final decision as to whether a tendered receipt is eligible and valid.

Grant recipients will be expected to expend the grant funds in a timely manner. Recipients who are unable to expend all grant funds by the Project End Date (**3 - 6 months after signing the contract)** should notify the Grants Administration Division so that left-over funds may be reallocated to assist other programs. Grant funds are not transferable by the grant recipient to another party.

Changes in Contract. Grant Recipients may not change the terms or provisions in the grant award contract or substitute budget line item expenditures without prior written approval from the Grants Administration Division.

Records and Reports. Regardless of the amount of funds awarded, all grant recipients are required to maintain and report demographical and statistical information on program beneficiaries. Grant recipients must also submit timely monthly program/project reports to include a description of activities. All records and reports must be maintained in the organization's files, as well as be available for inspection by HUD or the City's Grants Administration Division, for a minimum of five (5) years. **Submission of late reports may result in suspension from future CDBG funding**.

Audits, Inspections, and Monitoring. Grants Administration Division staff will audit and/or monitor the progress of the Grant Recipients via monthly reports, telephone calls, and unscheduled on-site monitoring visits. The Grant Recipient must have appropriate records and copies of reports available for inspection upon request by the City staff and/or HUD.

Grant Recipient will agree to accept at least one on-site monitoring visit, conducted by Grants Administration Division staff, during the program year.

Suspension or Termination of Contract. Suspension or termination may occur if the grant recipient materially fails to comply with any term of the contract or other federal, state of local statutes and regulations governing the City with respect to compliance, whether herein stated or not.

Subsequent Grants. Continuous grants from the City of Fort Pierce for public services **are not guaranteed** and should not be relied upon as sustaining funds. Applications that show partnerships and or collaboration with other City organizations, as well as show how the program or project will continue into the future regardless of City support, will be scored higher.

Applicants WILL NOT be awarded a grant award through this opportunity when they have an OPEN Public Service grant from the City of Fort Pierce. Likewise, funding priority will be given to applicants who have not received funding within the last three funding years. Previously funded projects must be successfully completed and closed before another grant award for the organization will be considered.

Grant Recipients that fail to carry out their projects satisfactorily will not be eligible to apply for a Public Service grant for at least three years following the failed project. The CWC will establish additional prerequisites for nonperformance on a case-by-case basis.

Other Requirements. Projects funded through grants from the City of Fort Pierce must follow all applicable federal, state, and local laws. Projects involving public property must receive permission of the appropriate governmental jurisdiction to enter onto public lands. Projects involving private property must have the permission of the property owner(s) involved. It is the responsibility of the applicant to obtain appropriate permission and any permits normally required for particular activities (e.g. street use permits). Permitting fees may be incorporated into the budget at the time of application.

It is the responsibility of the applicant to obtain written waivers of liability from all volunteers before commencement of the project.

Project Review Process. Each organization that receives a Public Service grant award will be required to **provide a monthly accountability report in writing to the Grants Administration Division by the 5th day of each month** (**If the 5th falls on a weekend, reports must be submitted the Friday prior to the 5th**) to ensure compliance with the guidelines and 'Scope of Work' set forth in the grant contractual agreement based on the original grant application. Any significant changes, whether in program(s), project, or financial situations will be reviewed by Grants Administration Division staff and potentially the Communitywide Council and City Commission to determine if any action is required.

City Disclaimer: The City reserves the right, without prior notice, and as deemed necessary, to correct or revise any information contained within this grant guideline.

X. ADMINISTRATION

The Public Service grant program is administered by the Grants Administration Division, in consultation with the Communitywide Council (CWC). Grants Administration Division staff will provide technical assistance, as needed, to applicants and recipients of grant funds. Additionally, on-site and desk monitoring visits, as well as project evaluations during and at the end of the program year will be conducted.

XI. ASSISTANCE WITH YOUR GRANT APPLICATION

Grants Administration Division staff will gladly assist applicants by answering questions pertaining to this grant application; however, it is best to make an appointment as early in the project planning process as possible. Do not wait until close to the application deadline to request assistance, as there may not be available time to fully assist you.

While Grants Administration Division staff will be accessible to provide guidance on the grant process, the applicant is ultimately responsible for completing the application and for including all necessary attachments related to the grant application. It is the applicant's responsibility to ask questions or follow-up on any issues that are not clear.

For questions on preparing your grant application, please contact:

Grants Administration Division
City of Fort Pierce

772-467-3161
Email: grantsadministration@cityoffortpierce.com

THE 2022-2023 PUBLIC SERVICE GRANT APPLICATION BEGINS ON THE NEXT PAGE.

Grant Amount Requested: $ _____

2022-2023 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: _____

Mailing Address: _____

Physical Address: _____

Contact Person: _____ Title: _____

BEST CONTACT Phone Number: _____ Email Address: _____

Website Address: _____

LEGAL STATUS OF ORGANIZATION:

( ) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: _____

☐ **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

==========

Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

_____ Today's Date: _____

Signature

Print Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

==========

STATE OF FLORIDA
COUNTY OF ST LUCIE

The foregoing instrument was acknowledged before me, **by means of ____ physical presence or ____ online notarization, this _____ day of _____ 2023 by** and who is (are) personally known to me, or who has (have) produced Florida Driver's License as identification.

_____
Print Name Notary Public

SEAL

_____
Notary Public Signature
My Commission expires:_____
Commission No.:_____

2022-2023 PUBLIC SERVICE GRANT APPLICATION

PLEASE NOTE: INFORMATION MUST BE LEGIBLE.

1. Describe your organization and list your Mission Statement.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

Program Year	Amount	Purpose
2021-22		
2020-21		
2019-20		

   Please Note: Organizations/Applicants who have received funding for three consecutive years WILL NOT RECEIVE PRIORITY to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

5. What is your organization's annual budget? Describe how your organization is currently funded.

6. Do the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency?
   If you answered Yes, how do your services compliment their offerings? If yes, explain.
   How are your services different?

7. Project Name (please keep it short):_____

Department of Housing and Urban Development (HUD) 2022 Income Limits

Income Limit	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
Extremely Low	$16,800	$19,200	23,030	$27,750	$32,470	$37,190	$41,910	$46,630
Very Low	$28,000	$32,000	$36,000	$40,000	$43,200	$46,400	$49,600	$52,800
Low	$44,800	$51,200	$57,600	$64,000	$69,150	$74,250	$79,400	$84,500

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   □ **Area benefit** activity (the activity benefits/is open to everyone in a particular low-income neighborhood or geography)
   □ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)
   □ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   ___ Benefit low to moderate-income persons.

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

    B. If the project will provide an **"Area Benefit",** please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary.

    C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

D. If a project will provide a **"Presumed Benefit",** please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
__ Lower Income Youth
__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth
__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place. Use street addresses within the City limits of Fort Pierce.

14. List this project's measurable goals and objectives, as well as the date(s) when each will be met.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

17. Amount of Grant Funds requested in this application: _____

    Amount of other funds secured for this program/project: _____

    Amount of other funds earmarked for the program/project: _____

    Total amount needed to complete this program/project: _____

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

20. Select every qualifier below that best describes your project.

    ___ Improve or enhance education opportunities

    ___ Improve or enhance job training opportunities

    ___ Improve or enhance employment opportunities

    ___ Promote cultural diversity

    ___ Promote outdoor activities and a healthy lifestyle

    ___ Spur interest and participation in neighborhood improvement activities

    ___ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

    ___ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

    ___ Instill and foster community pride

    ___ Promote neighborhood beautification and revitalization

    ___ Promote activities that protect the environment

    ___ Discourage adverse activity such as crime, drug use, and vandalism

    ___ Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

22. Date project to begin: _____

    Date project to be completed: _____

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2022-2023" on Page 4 of the Grant Guidance.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

26. List the locations throughout the community, as well as online, where your program is advertised:

26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    NOTE: Volunteer Hours may be calculated at $12/hour.

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

Program/Project Expense/Description	City Grant	Other Committed Funds and/or $$ Amount or In-Kind	Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source")
TOTALS	$	$	
(use more lines/pages as necessary)			

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to the project, including all volunteers.

Name #1
Telephone Number
Email Address
Organization Position
City of Residence
Qualifications
Professional Licenses
Role in Project
% of Time Dedicated to Project

Name #2
Telephone Number
Email Address
Organization Position
City of Residence
Qualifications
Professional Licenses
Role in Project
% of Time Dedicated to Project

28. Please attach **ALL** of the documents listed below to your application. Include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws or Sunbiz.org copy

_ Federal Tax-Exempt determination letter and Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2022-2023

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, #26)

_ Three (3) Letters of Support for this project

_ Copy of advertisement for program

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

END OF 2022-2023 PUBLIC SERVICE GRANT APPLICATION

2022-2023
Public Service Grant Opportunity

Guidance and Application

Application Open Date – March 31, 2023

Application Due – Open Year Round

2022-2023 Public Service Grant Opportunity

Funding for this grant award was made available to the City of Fort Pierce under provisions of Title I of the Housing and Community Development Act of 1974. Applicants are encouraged to thoroughly read through this entire package before beginning the application process.

This application is available in to complete online and as a fillable PDF.

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2022-2023 Public Service Grant Opportunity

I. OVERVIEW

The City of Fort Pierce will allocate a portion of its Federal Community Development Block Grant (CDBG) funding for certified 501(c)(3) non-profit organizations for programs benefiting Fort Pierce's low to moderate income (LMI) citizens.

Public Service Grant Applications will be reviewed by the Communitywide Council (CWC), a citizen's board appointed by the Fort Pierce City Commission. Their recommendations for Public Service grants will be presented to the City Commission for a final decision on the awarding of all Public Service grants.

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Applications can be obtained electronically. Please download, complete, and submit the application to: grantsadministration@cityoffortpierce.com.

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  - ☐ Description of program/project, as well as a description and the number of people it will benefit
  - ☐ Project/program start and end dates
  - ☐ Location of project/program and location where activities will take place
  - ☐ How the program/project will address a community need
- ☐ Detailed budget and all required budget information, as listed in application
- ☐ Program/project goals and objectives contain dates, time frames and measurable numbers
- ☐ Specific locations are listed for program/project activity sites
- ☐ All documentation listed on page 18 is provided with the application
- ☐ The application is signed by the person authorized to enter into binding contracts on behalf of the organization.
- ☐ Application is **Notarized.**
- ☐ Application **MUST BE** submitted via email to grantsadministration@cityoffortpierce.com.

2022-2023 Public Service Grant Opportunity

INFORMATION AND DEFINITIONS FOR THE GRANT APPLICANT

Grant Description: This competitive grant opportunity for Public Services provides funding for the implementation of projects that improve the lives of low to moderate income citizens.

Eligible Applicants: Neighborhood organizations, agencies, civic groups, church groups, or any organization that lists its operating address within the City limits of Fort Pierce, is eligible to apply for this PSA grant. If your organization has been previously awarded grant funding for a project/program, you must ensure that **THIS IS A NEW OR EXPANDED PUBLIC SERVICE PROJECT.**

Eligibility Requirements: All activities must meet guidelines and regulations established by the Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funding, and other local restrictions established by the City of Fort Pierce. While churches are eligible to apply for a Public Service grant, the programs or projects funded may not be religious in nature, directly or indirectly. Neither can programs or projects be limited to or predominantly for members of individual churches or religions.

Funding Source: United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) dollars.

Available CDBG Program Funds: Approximately $50,000

Amount of Grant Awards:

- **Grants up to $5,000 will be awarded. Requests for over $5,000 will be automatically disqualified.**
- Applicants must include either cash or 'in-kind' match equivalent to at least 25% of the grant request. Preference will be given to programs where the highest percentage of the grant award goes directly toward **actual activities that benefit low to moderate income citizens**.
- **The grant structure is discretionary, and the City Commission's decisions are final. There is no appeals process, although applicants may resubmit an application at a later cycle, should one become available. Applicants may receive a portion of their original grant request.**

Application Deadlines: Grant application packets will be available for download from the City's website beginning Friday, March 31st, 2023. The application will be open year-round until funds are expended.

Project expenses incurred before the grant contract is signed will be **ineligible** for reimbursement.

How to Obtain an Application:

- Download from the City of Fort Pierce website at: http://cityoffortpierce.com/503/Open-Grant-Opportunities
- Request an electronic application via email at: grantsadministration@cityoffortpierce.com or call 772-467-3161 to have an application emailed.

For application assistance, contact: Grants Administration Division, City of Fort Pierce, Telephone: 772-467-3161; Email: grantsadministration@cityoffortpierce.com

V. ELIGIBLE ACTIVITIES / PROJECTS

Funding priority will be given to applicants who have not been previously awarded. Likewise, if your program has received grant funds from the City of Fort Pierce, this application MUST BE FOR A NEW or EXPANDED PUBLIC SERVICE PROJECT ONLY.

1) Employment services, including job training.
2) Crime prevention and public safety.
3) Substance abuse counseling/treatment.
4) Educational programs.
5) Senior Citizen services.
6) Homeless persons services.
7) Energy Conservation.
8) Fair Housing Counseling.
9) Promote cultural diversity, outdoor activities, and a healthy lifestyle.
10) Provide food assistance, medical assistance and like services to disabled senior citizens.
11) Develop interest and participation in neighborhood improvement, beautification, revitalization and instill and foster community pride; and/or
12) Discourage adverse activities such as gangs, crime, drug use and vandalism.

VI. INELIGIBLE ACTIVITIES / PROJECTS

Funding may **NOT** be used for:

1) Salaries or Stipends for Staff or Volunteers.
2) Purchase of gift cards, money cards, etc.
3) Political Activities.
4) Computers and Software.
5) Construction Equipment.
6) Special Event Insurance.
7) Office Equipment and Furnishings.
8) Religious Activities; and
9) Indirect Costs

VII. INDIRECT COSTS

Indirect costs will **NOT** be funded. Indirect costs are those costs related to the upkeep and maintenance of facilities, **including utilities such as electricity, water, Internet, telephone and the cost of renting or leasing space, etc.**

Preference will be given to applications where the highest percentage of the grant award goes DIRECTLY TOWARD ACTUAL activities that benefit low to moderate income citizens.

VIII. GRANT APPLICATION APPROVAL PROCESS

Be mindful that the maximum grant request is $5,000. **Requests over $5,000 will be automatically disqualified**. All requests must include at least 25% cash or 'in-kind' match that will be verified throughout the project. **Points may be counted off for sloppy, difficult to read, or unorganized applications.**

Before applications are submitted to the Communitywide Council (CWC) for review and approval, Grants Administration Division staff will make a preliminary determination that projects are eligible as per these guidelines and that applications meet the minimum requirements for completeness and timely submission. The CWC will review applications at a regularly scheduled meeting.

CWC recommendations will be presented to the City Commission at a regularly scheduled Commissioner's meeting. The grant structure is discretionary, and decisions of the City Commission are final. There is no appeals process, although applicants may resubmit an application at a later cycle, if one becomes available. Applicants may only receive a portion of their original grant request and should be prepared to explain how the project will change should the grant award be a lesser amount that requested. Awards will be announced following the City Commission's decisions.

IX. CONTRACTUAL AGREEMENTS / GRANT AWARD PROCESS

Grant recipients will be required to enter into a contractual agreement with the City of Fort Pierce in order to receive a Public Service grant award. The grant award contract will contain federal requirements for receiving a federal grant. The contract will also contain the grant recipient's program description, timeframe, budget, scope of services, cash or in-kind match and reporting requirements. The signature page will contain the signatures of persons at the organization who are authorized to enter into contractual agreements.

Funds for program or project expenses will not be disbursed until both the organization and the City have signed the PSA Grant Contract. As well, reimbursement for expenses incurred prior to contract signing, will not be honored. A formal contract is **mandatory**, regardless of the amount of the grant award. Applicants are responsible for knowing and understanding the terms of the contract and the deadlines for submitting documentation and reports.

Project Description. The project description listed in the grant award contract will be determined from the information provided in the application. It is your responsibility to ensure that your project's description is accurate and complete.

Scope of Services to Be Performed. The project's intent, general work plan and Scope of Services as described in the contract will be the same as that contained in the approved application. Once a grant has been awarded, the Scope of Services or the budget cannot be changed without prior approval of Grants Administration Division staff and/or the CWC. Grants Administration Division staff may approve minor revisions to the specific scope and budget listed in the grant award contract to accommodate circumstances or information that becomes available between the time of the application, contract execution, and completion of the project. Project and/or budget revisions must receive City staff and, in some instances, CWC approval. It is the Grant Recipient's responsibility to understand the Scope of Services to be performed prior to signing the grant award contract.

Time Frame for Completing Project. All projects must be completed 3-6 months of signing the contract.

Budget. Your project must be implemented in accordance with the approved budget. You are responsible for expenses as outlined in your budget, even if cost for these expenses fall above or beyond the amount of your grant award. Grant Recipients may not adjust or change budget line items without City staff, and in some instances, CWC approval.

Disbursement of Funds. Funds will be distributed **as a reimbursement** to the grant recipient for expenses incurred in accordance with the contract's Scope of Services and budget. Grants Administration Division staff will work with the grant recipient to determine the best method of awarding funds to accomplish the proposed project. **Reimbursements will be made upon the presentation of paid receipts, paid invoices, copies of checks submitted for payment (front and back) for eligible expenses, and a detailed description of expenditures**. **Grant Recipients will be required to provide sign-in sheets,**

photographs, reporting forms, income verification forms, other proof of services to citizens. Reimbursement will not be approved for ineligible or eligible expenditures with lost or vague receipts or simply providing proof of payments, or for activities that are not described in the approved grant application. Grants Administration Division staff will make the final decision as to whether a tendered receipt is eligible and valid.

Grant recipients will be expected to expend the grant funds in a timely manner. Recipients who are unable to expend all grant funds by the Project End Date (**3 - 6 months after signing the contract)** should notify the Grants Administration Division so that left-over funds may be reallocated to assist other programs. Grant funds are not transferable by the grant recipient to another party.

Changes in Contract. Grant Recipients may not change the terms or provisions in the grant award contract or substitute budget line item expenditures without prior written approval from the Grants Administration Division.

Records and Reports. Regardless of the amount of funds awarded, all grant recipients are required to maintain and report demographical and statistical information on program beneficiaries. Grant recipients must also submit timely monthly program/project reports to include a description of activities. All records and reports must be maintained in the organization's files, as well as be available for inspection by HUD or the City's Grants Administration Division, for a minimum of five (5) years. **Submission of late reports may result in suspension from future CDBG funding**.

Audits, Inspections, and Monitoring. Grants Administration Division staff will audit and/or monitor the progress of the Grant Recipients via monthly reports, telephone calls, and unscheduled on-site monitoring visits. The Grant Recipient must have appropriate records and copies of reports available for inspection upon request by the City staff and/or HUD.

Grant Recipient will agree to accept at least one on-site monitoring visit, conducted by Grants Administration Division staff, during the program year.

Suspension or Termination of Contract. Suspension or termination may occur if the grant recipient materially fails to comply with any term of the contract or other federal, state of local statutes and regulations governing the City with respect to compliance, whether herein stated or not.

Subsequent Grants. Continuous grants from the City of Fort Pierce for public services **are not guaranteed** and should not be relied upon as sustaining funds. Applications that show partnerships and or collaboration with other City organizations, as well as show how the program or project will continue into the future regardless of City support, will be scored higher.

Applicants WILL NOT be awarded a grant award through this opportunity when they have an OPEN Public Service grant from the City of Fort Pierce. Likewise, funding priority will be given to applicants who have not received funding within the last three funding years. Previously funded projects must be successfully completed and closed before another grant award for the organization will be considered.

Grant Recipients that fail to carry out their projects satisfactorily will not be eligible to apply for a Public Service grant for at least three years following the failed project. The CWC will establish additional prerequisites for nonperformance on a case-by-case basis.

Other Requirements. Projects funded through grants from the City of Fort Pierce must follow all applicable federal, state, and local laws. Projects involving public property must receive permission of the appropriate governmental jurisdiction to enter onto public lands. Projects involving private property must have the permission of the property owner(s) involved. It is the responsibility of the applicant to obtain appropriate permission and any permits normally required for particular activities (e.g. street use permits). Permitting fees may be incorporated into the budget at the time of application.

It is the responsibility of the applicant to obtain written waivers of liability from all volunteers before commencement of the project.

Project Review Process. Each organization that receives a Public Service grant award will be required to **provide a monthly accountability report in writing to the Grants Administration Division by the 5th day of each month** (**If the 5th falls on a weekend, reports must be submitted the Friday prior to the 5th**) to ensure compliance with the guidelines and 'Scope of Work' set forth in the grant contractual agreement based on the original grant application. Any significant changes, whether in program(s), project, or financial situations will be reviewed by Grants Administration Division staff and potentially the Communitywide Council and City Commission to determine if any action is required.

City Disclaimer: The City reserves the right, without prior notice, and as deemed necessary, to correct or revise any information contained within this grant guideline.

X. ADMINISTRATION

The Public Service grant program is administered by the Grants Administration Division, in consultation with the Communitywide Council (CWC). Grants Administration Division staff will provide technical assistance, as needed, to applicants and recipients of grant funds. Additionally, on-site and desk monitoring visits, as well as project evaluations during and at the end of the program year will be conducted.

XI. ASSISTANCE WITH YOUR GRANT APPLICATION

Grants Administration Division staff will gladly assist applicants by answering questions pertaining to this grant application; however, it is best to make an appointment as early in the project planning process as possible. Do not wait until close to the application deadline to request assistance, as there may not be available time to fully assist you.

While Grants Administration Division staff will be accessible to provide guidance on the grant process, the applicant is ultimately responsible for completing the application and for including all necessary attachments related to the grant application. It is the applicant's responsibility to ask questions or follow-up on any issues that are not clear.

For questions on preparing your grant application, please contact:

Grants Administration Division
City of Fort Pierce

772-467-3161
Email: grantsadministration@cityoffortpierce.com

THE 2022-2023 PUBLIC SERVICE GRANT APPLICATION BEGINS ON THE NEXT PAGE.

Grant Amount Requested: $ 5000

2022-2023 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: Future Generations of St. Lucie County, Inc.

Mailing Address: P.O. Box 3381 Fort Pierce, FL 34948

Physical Address: 3300 Avenue "L" Fort Pierce, FL 34947

Contact Person: Joseph Richardson, Jr. Title: Executive Director

BEST CONTACT Phone Number: 772-528-9931 Email Address: jricha4295@gmail.com

Website Address: www.futuregenerationsslc.com

LEGAL STATUS OF ORGANIZATION:

( ) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: _____

☐ **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

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Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.

_____ Today's Date: _____

Signature

Print Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

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STATE OF FLORIDA
COUNTY OF ST LUCIE

The foregoing instrument was acknowledged before me, **by means of ____ physical presence or ____ online notarization, this _____ day of _____ 2023 by** and who is (are) personally known to me, or who has (have) produced Florida Driver's License as identification.

_____
Print Name Notary Public

SEAL

_____
Notary Public Signature
My Commission expires:_____
Commission No.:_____

2022-2023 PUBLIC SERVICE GRANT APPLICATION

PLEASE NOTE: INFORMATION MUST BE LEGIBLE.

1. Describe your organization and list your Mission Statement.

   Our mission is to equip low-moderate income males, ages 9-17 with the skills they need to succeed in school, stay in school, and thrive in life. Through financial-literacy and SEL(Social Emotional Learning) strategies, we teach our "Future-Gen Young Men" to SOAR(Striving to do their best by Owning their actions, Acting responsibly & Respecting themselves and others). Our goal is to reach these males while in primary and secondary grades in the Treasure Coast Tri-County area.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

   Future Generations was birthed from a passion of wanting children to feel needed and loved by their family and people throughout their community. Because of drugs, alcohol and criminal activities that children in the St. Lucie County face on a day to day basis, Future Generations has devoted its program to keeping the youth off the streets and offering college as a possibility, by making music accessible to every child. On May 16, 2005, Future Generations SLC was founded in the city of Ft. Pierce, FL by Mr. Joseph Richardson Jr. As the Founder and Director, Mr. Richardson combined his love for music and children together to become one of the most sought after drum lines in the St Lucie County area. This program has been polished and refined to perfection for the past fifteen years under his guidance. FGSLC has received many awards (Ft. Pierce Sunrise Kiwanis Award, St. Lucie Chamber of Commerce Community Impact Award, CSCSLC Award) and has appeared on many stages (St Lucie County PAL, St Lucie County Fair, Annual Sounds of the Season, Sights & Sound Parade, Ft. Pierce MLK Parade, Break the Silence Stop the Violence parade, PSL Opening Football Ceremony, Lincoln Park Juneteenth Celebration) throughout the county. Their most recent appearance is the county's 1st Annual Sounds of the Community, founded by Mr. Richardson. In addition to performances and appearances, FGSLC has been spotlighted on 91.1, 104.7, WPTV and St Lucie County News Tribune.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

Program Year	Amount	Purpose
2021-22	5000	
2020-21		
2019-20		

   Please Note: Organizations/Applicants who have received funding for three consecutive years WILL NOT RECEIVE PRIORITY to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

   Future Generations of SLC Music Enhancement Program received funds to purchase items to support our music program (drum and drum sticks)

5. What is your organization's annual budget? Describe how your organization is currently funded.

   Future Generations of St. Lucie County annual budget is $78,000, and is grant funded through Children Services of St. Lucie County, Grants, In Kind Donations and Fundraisers.

6. Do the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency?
   If you answered Yes, how do your services compliment their offerings? If yes, explain.
   How are your services different?

   There are other organization in the Fort Pierce area that offer some of the services we provide in our program. However, our "Show Me The Money Financial Literacy Camp" is a stand-alone program, in that, we provide our students with the opportunity to follow their passion through the arts, we provide them experiences with meeting new people, and opportunities to enhance their knowledge in finance.

7. Project Name (please keep it short): Show Me The Money Adventure Camp

Department of Housing and Urban Development (HUD) 2022 Income Limits

Income Limit	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
Extremely Low	$16,800	$19,200	23,030	$27,750	$32,470	$37,190	$41,910	$46,630
Very Low	$28,000	$32,000	$36,000	$40,000	$43,200	$46,400	$49,600	$52,800
Low	$44,800	$51,200	$57,600	$64,000	$69,150	$74,250	$79,400	$84,500

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   ☒ **Area benefit** activity (the activity benefits/is open to everyone in a particular low-income neighborhood or geography)
   □ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)
   □ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   ___ Benefit low to moderate-income persons.

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:
    Low to moderate income students in grades 3 through 12 will benefit from this program. To ensure that the intended goals of the project are met, we will progress monitor students growth with pre and post test. This project will ensure that the intended beneficiaries have an opportunity to be a part by offering free music after school music lesson on their choice of instruments. For example drums, guitar, piano, bass and brass instruments.

    B. If the project will provide an **"Area Benefit",** please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary.

    Northwest Area in St. Lucie County

    C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

D. If a project will provide a **"Presumed Benefit",** please identify the group(s):

__ Abused Children
__ Illiterate Adults
__ Lower Income Senior Citizens
__ Migrant Farm Workers
__ Elderly
__ Persons with HIV/AIDS
__ Homeless
__ Severely Disabled Adults
__ Lower Income Youth
__ Severely Disabled Children/Youth
__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

The vision of FGSLC is to transform the lives of our youth by providing them real-life experiences and opportunities. We believe financial literacy is a key piece of this transformation. When children understand finance, it helps them understand the value of money. When they understand the value of money, they are able to handle their finances in a better way; they're able to know the importance of budgeting, saving, how to avoid unnecessary spending and how to give back.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

Our "Show Me the Money" Adventure Camp is strategically designed to help students by Reinforcing that money is earned by working and is used to buy things; Providing opportunities for students to practice counting and exchanging money that they may not experience at home; providing opportunities to use cash for shopping on field trips; and through the use of technology, use age-appropriate online resources, games, and apps to reinforce number, math, and financial concepts, along with introducing them to digital finances. We also offer a variety of indoor and outdoor activities/field trips for our campers.
Monday - Friday 8:00am - 4:00pm

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place. Use street addresses within the City limits of Fort Pierce.

3300 Avenue "L" Fort Pierce, FL 34947

14. List this project's measurable goals and objectives, as well as the date(s) when each will be met.

FGSLC will monitor measurable goals and objectives through pre and post test during the first and eighth week. There will be 100% of unduplicated students, and 80% to 90% will be from low to moderate income families. At least 75% of participants attending 4 weeks in the program will increase their reading and music arts knowledge through pre and post test. Beginning June 05, 2023 – September 01, 2023.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

FGSLC will progress monitor and with pre and post test during the first and eighth week. Show Me The Money Adventure Camp will be tracked through weekly participation and results. At least 75% of participants attending 4 weeks in the program will increase their budgeting and spending decisions knowledge through pre and post test and transactions. Beginning June 05, 2023 – September 01, 2023.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

At least 75% of participants attending 4 weeks in the program will increase their financial literacy knowledge through pre and post test and spending opportunities. There will be 100% of unduplicated students, and 80% to 90% will be from low to moderate income families

17. Amount of Grant Funds requested in this application: $5000

Amount of other funds secured for this program/project: $1600

Amount of other funds earmarked for the program/project: $0

Total amount needed to complete this program/project: $6600

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

In the event, we are not fully funded, we will continue to seek funding from other community resources, donations, area grants, and fundraisers to secure this program for our low to moderate income families

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

To continue the implementation of this program, we will seek long-term resources through Children Services Council, United Way and other agencies to assist in our efforts to support our low to moderate income families with the necessary community resources to help our youth.

20. Select every qualifier below that best describes your project.

___ Improve or enhance education opportunities

___ Improve or enhance job training opportunities

___ Improve or enhance employment opportunities

___ Promote cultural diversity

___ Promote outdoor activities and a healthy lifestyle

___ Spur interest and participation in neighborhood improvement activities

___ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

___ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

___ Instill and foster community pride

___ Promote neighborhood beautification and revitalization

___ Promote activities that protect the environment

___ Discourage adverse activity such as crime, drug use, and vandalism

___ Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

Providing Future Generations of St. Lucie County Show Me The Money Adventure Camp with the funds needed to enhance the lives of low to moderate income families, will create a partnership that promotes Financial Literacy Education. Working together to accomplish a common goal for the betterment of our community, is partnership. Future Generations of St. Lucie County consider the relationships built with the City of Fort Pierce, Children Services Council.

22. Date project to begin: June 05,2023

Date project to be completed: September 01,2023

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2022-2023" on Page 4 of the Grant Guidance.

Future Generations of St. Lucie County, Inc. is striving to be a community site where all services are free to all community students to attend. Funding will allow Future Generations of SLC to offer 15 scholarships to low/moderate income families whose parents cannot afford to place them in a safe environment for the summer. Future Generations of SLC will use the U.S. Department of Health & Human Services Guidelines to determine if the family the qualifies for a summer scholarship on a first come first serve basis. To be eligible for a scholarship, parents will have to provide Future Generations of SLC with one of the below documentations to prove they are financially in need (approval letter for free of reduce lunch from the school board or approval letter to receive services from Department of Children & Families.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?

Future Generations of SLC does not discriminate based on race, gender, nationality, ethnicity, religion, creed or disability. We are here to serve all families wanting to receive our services in the Fort Pierce area on a first come first serve basis. Every applicant must apply with the necessary documents. Once documents received, they will be processed on a first come first serve basis.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

We are not a religious group, but to ensure we make every effort to reach the community at large, we will advertise on social media, the radio, place fliers in local schools & businesses and through communication.

26. List the locations throughout the community, as well as online, where your program is advertised:

* 3300 Avenue "L" Fort Pierce, FL 34947
* futuregenerationsslc.com
* facebook* instagram* TicToc and Twitter

26. Provide a COMPLETE, detailed budget for **THIS** project in the budget chart below. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    NOTE: Volunteer Hours may be calculated at $12/hour.

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

Program/Project Expense/Description	City Grant	Other Committed Funds and/or $$ Amount or In-Kind	Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source")
Public Service Grant	$5000	$55wklyx15students x 8 weeks=$6600	
Ramona Richardson		$12x 50 hours=$600	Volunteer
Chantel Peak		$12x60 hours=$720	Volunteer
Sharlene Henderson		$12x60=$720	Volunteer
Joseph Richardson		$12x60hours=$720	Volunteer
TOTALS	$ $5000	$ 2760	
(use more lines/pages as necessary)			

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to the project, including all volunteers.

Name #1
Telephone Number
Email Address
Organization Position
City of Residence
Qualifications
Professional Licenses
Role in Project
% of Time Dedicated to Project

Name #2
Telephone Number
Email Address
Organization Position
City of Residence
Qualifications MS Reading, EdS Leadership, BS Elem. Education
Professional Licenses
Role in Project
% of Time Dedicated to Project

28. Please attach **ALL** of the documents listed below to your application. Include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws or Sunbiz.org copy

_ Federal Tax-Exempt determination letter and Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2022-2023

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, #26)

_ Three (3) Letters of Support for this project

_ Copy of advertisement for program

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

END OF 2022-2023 PUBLIC SERVICE GRANT APPLICATION

A G R E E M E N T

THIS AGREEMENT made and entered into this **2nd day of June 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Future Generations of St. Lucie County, Inc., Florida** non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Service:

   A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

   The Subrecipient certifies that the community development project provided for herein gives maximum feasible priority to activities that benefit low or moderate- income families, aids in the prevention or elimination of slums or blight, and or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

   B. Program Delivery:

   Provide funding to assist with registration fees, travel liability insurance, program supplies and equipment, educational materials, food and nutrition for participation in Arts, Sports/Fitness and Educational Youth Programs. **Program will take place at: _3300 Avenue L, Fort Pierce, Fl, 34947.**

   C. Levels of Accomplishment:

Activity # 1	**Youth Summer Program** **Show me the Money Adventure Camp**	

   D. Budget:

Financial Literacy Training (15 students)	$ 5,000.00
Total	**$ 5,000.00**

2. Compensation: The Subrecipient shall be paid a total consideration of **$ 5,000.00** for full

performance of the services specified under this Agreement. When requesting funds subrecipient shall submit a summary invoice that clearly details project expenses incurred. The invoice must be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtness should be maintained for monitoring purposes.

3. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 1, 2023.**

4. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

   The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which has been paid by another source of revenue.

   The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

   A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

   The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

   If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

   Any equipment purchases over $500 (five hundred dollars) must be maintained, and available for on-site monitoring for a minimum of five (5) years. If the Subrecipient is dissolved or becomes inactive, all equipment purchases over $500 (five hundred dollars) must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

   The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

6. Program Income: Program income (defined at 24 CFR 470.500) derived from the project, if any, shall revert to the Grantor for use in the Community Development Block Grant program.

   If the Subrecipient executes an Assignment of Proceeds and Grant of Lien to the Grantor,

specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this Contract as Appendix A.

7. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

8. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

9. General Terms and Conditions:

   A. The Subrecipient agrees to submit program status reports to the Grantor monthly and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.

   B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and submit this information to the City in the monthly report.

   C. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

   D. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.

   E. The Subrecipient hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers, and documents.

   F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

   G. The Subrecipient agrees to purchase necessary flood insurance if its project is in a flood hazard area and the nature of the project requires such insurance.

   H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

   I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

   J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are

no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

K. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be always deemed an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

10. <u>Special Terms and Conditions</u>

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines.

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L).

3) Expends funds under this Agreement for ineligible activities, services or items.

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed.

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

11. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

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

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended,

and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet to be provided any facilities, services, or other benefit provided under the program or activity.

6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded

to business concerns which are in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts more than $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as

amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act 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, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.

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 this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRCTNESS:

By: _____
Tanya Earley, City Attorney

SUBRECIPIENT: **Future Generation of St Lucie County, Inc.**

By: _____

Print: Joseph Richardson, Jr

Title: _____

Today's Date: _____

By: _____

Print: _____

Title: _____

Today's Date: _____

A G R E E M E N T

THIS AGREEMENT made and entered into this **2nd day of June 2023**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Village Coalition of Youth Activities, Florida** non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, said grant provides that the Grantor may contract with subrecipient organizations to administer and implement a project set forth herein; and

WHEREAS the City of Fort Pierce desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Service:
   A. The Subrecipient shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The Subrecipient further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity as described herein.

      The Subrecipient certifies that the community development project provided for herein gives maximum feasible priority to activities that benefit low or moderate- income families, aids in the prevention or elimination of slums or blight, and or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

   B. Program Delivery:

      Provide funding to assist with registration fees, travel liability insurance, program supplies and equipment, educational materials, food and nutrition for participation in Arts, Sports/Fitness and Educational Youth Programs. **Program will take place at: _532 N. 13th_Street, Fort Pierce, Fl, 34950.**

   C. Levels of Accomplishment:

Activity # 1	**Youth Summer Program**	

   D. Budget:

Student Work Books	$ 105.58
Travel to Kennedy Space Center	2,543.00
Travel to St. Augustine	2,015.00
Personal Hygiene Kits/VCOYA T-Shirts	250.35
Total	**$ 4,913.93**

2. Compensation: The Subrecipient shall be paid a total consideration of **$__5,000.00_** for full performance of the services specified under this Agreement. When requesting funds subrecipient

shall submit a summary invoice that clearly details project expenses incurred. The invoice must be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtness should be maintained for monitoring purposes.

3. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 1, 2023.**

4. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

   The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which has been paid by another source of revenue.

   The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

   A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

   The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

   If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

   Any equipment purchases over $500 (five hundred dollars) must be maintained, and available for on-site monitoring for a minimum of five (5) years. If the Subrecipient is dissolved or becomes inactive, all equipment purchases over $500 (five hundred dollars) must be returned to the Grantor (the City of Fort Pierce) in useable condition or the Grantor (the City of Fort Pierce) must be reimbursed for said purchases.

   The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

6. Program Income: Program income (defined at 24 CFR 470.500) derived from the project, if any, shall revert to the Grantor for use in the Community Development Block Grant program.

   If the Subrecipient executes an Assignment of Proceeds and Grant of Lien to the Grantor, specifying the terms of reversion of proceeds from possible future sale of real property, it is

incorporated by reference and made a part of this Contract as Appendix A.

7. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

8. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

9. General Terms and Conditions:

   A. The Subrecipient agrees to submit program status reports to the Grantor monthly and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.

   B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and submit this information to the City in the monthly report.

   C. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office**.**

   D. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.

   E. The Subrecipient hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers, and documents.

   F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

   G. The Subrecipient agrees to purchase necessary flood insurance if its project is in a flood hazard area and the nature of the project requires such insurance.

   H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

   I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

   J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against

entering into this Agreement.

K. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be always deemed an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

10. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

1) Fails to file required reports or to meet project progress or completion deadlines.

2) Materially fails to comply with any provision of this Agreement (which may result in

suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L).

3) Expends funds under this Agreement for ineligible activities, services or items.

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed.

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

11. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

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

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet to be provided any facilities, services, or other benefit provided under the program or activity.

6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are in, or owned in substantial part by, persons residing in the

area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts more than $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act 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, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the

use of CDBG funds.

M. Lobbying Restrictions.

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 this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRCTNESS:

By: _____
Tanya Earley, City Attorney

SUBRECIPIENT: **Village Coalition of Youth Activities, Inc.**

By: _____

By: _____

Print: Dorothy L. Malik

Print: _____

Title: _____

Title: _____

Today's Date: _____

Today's Date: _____

City Commission Regular Meeting **11. k.**

Meeting Date: 06/05/2023

Re: Marina WiFi

Submitted For: Dean Kubitschek, Director of Marina, Marina

SUBJECT:

Approve the upgrade and improvement of the Marina Wi-Fi to be installed and monitored by existing contractor in the total amount of $28,265.00.

SUMMARY:

Installation of all new customer Wi-Fi access points throughout the marina by the existing Wi-Fi contractor. All commercial grade access points will have remote access capabilities that will allow our support team to diagnose and respond to issues before Fort Pierce City Marina or the customers are aware of a problem. Install and configure and fine tue this new equipment for remote management access. In addition, contractor will monitor all equipment, connections, and usage as well as deliver support online. Phone support will be provided for Fort Pierce City Marina's customers. e.g. password assistance, troubleshooting, consulting with boaters to help them to better connect. When needed, to repair or replace any faulty equipment. Proactively troubleshoot the network to stop problems before they start.

RECOMMENDATION:

Staff recommends approval of the Wi-Fi enhancements as presented

UPGRADES FOR EXISTING Wi-Fi LOCATIONS: Set up, install and fine tune Wi-Fi which includes additional PoE switch to power each location.
NEW ROUTER IN OFFICE: Set up, install and fine tune new router in office.
NEW WIRELESS LINK ANTENNA ON ROOF: Set up, install and fine tune new link antenna on roof to provide wireless links to poles in the west basin.
ADDITIONAL NEW Wi-Fi LOCATIONS: Set up, install and fine tune new Wi-Fi locations which includes antenna pole, aluminum dock mount, waterproof electrical box, PoE switch and wireless link antenna.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission

RESPONSIBLE STAFF:

Dean Kubitschek

COORDINATED WITH:

IT Department

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2023

Account: 4014100 534900

Amount: $28,265.00

OTHER INFORMATION:

An additional $70.00 per month for no less then two years will be added to this service for monitoring and maintenance ($840.00 per year for two years). Purchase order will be requested to pay this fee.

Attachments

OnSpot Wifi Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/30/2023 11:14 AM
City Manager	Nick Mimms	05/30/2023 12:15 PM
Form Started By: Terri Vega		Started On: 05/23/2023 01:01 PM
Final Approval Date: 05/31/2023		

onSpot wifi is not an electrical contractor and is not licensed for electrical installation of any kind. Fort Pierce City Marina will be responsible for all electrical work needed to supply an electrical connection at each pole location on the docks as needed and for maintaining electrical service to the onSpot wifi electrical boxes. The onSpot wifi network is designed for the sole purpose of providing wireless internet service to the customers of Fort Pierce City Marina and shall not be used for any commercial purpose (i.e. security cameras) by any third-party vendor or other entity employed by Fort Pierce City Marina.

Sales tax will be added to the invoice totals.

Fee Summary

One-time fee for installation and set-up of new WiFi equipment	Total
onSpot wifi will install all new customer WiFi access points throughout the marina. All commercial grade access points will have remote access capabilities that will allow our support team to diagnose and respond to issues before Fort Pierce City Marina or your customers are aware of a problem. onSpot wifi will install, configure and fine tune this new equipment for remote management access.	**$28,265.00**

Installation	Price	QTY	Subtotal
Upgrades for Existing WiFi Locations Set-up, installation and fine tuning. Includes additional PoE switch to power each location.	$575.00	21	$12,075.00
New Router in Office Set-up, installation and fine tuning.	$2,075.00	1	$2,075.00
New Wireless Link Antenna on Roof Set-up, installation and fine tuning. To provide wireless links to poles in the west basin.	$465.00	1	$465.00
			$14,615.00

onSpot wifi

Better Marina WiFi

Total **$14,615.00**

Installation	Price	QTY	Subtotal
Additional New WiFi Locations Set-up, installation and fine tuning. Includes antenna pole, aluminum dock mount, waterproof electrical box, PoE switch and wireless link antenna.	$1,950.00	7	$13,650.00
			$13,650.00

Total **$13,650.00**

Additional monthly ongoing support and monitoring	Per Month
onSpot will monitor all equipment, connections, and usage as well as deliver support online. Phone support will be provided for Fort Pierce City Marina's customers. e.g. password assistance, troubleshooting, consulting with boaters to help them to better connect. When needed, to repair or replace any faulty equipment. Proactively troubleshoot the network to stop problems before they happen.	$70.00

We take great pride in our service and there will be no charges to Fort Pierce City Marina until the network is completely operational and you are fully satisfied. Acceptance of this proposal is just an agreement of terms. Once the installation is complete and you're satisfied with our service we will then issue a performance based service agreement of not less than 2 years of WiFi service provided by onSpot wifi.

Fort Pierce City Marina acceptance of Proposal

onSpot wifi

Robert B Taylor

City Commission Regular Meeting **11. I.**

Meeting Date: 06/05/2023

Re: Request Award of Ohio Avenue (US 1 to 11th) Construction Contract to PRP Construction Group, LLC - Bid No. 2023-035

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Staff requests the award of the Ohio Avenue (US 1 to 11th) Roadway Reconstruction project to the low bidder, PRP Construction, LLC, in an amount not to exceed $2,486,699.50.

SUMMARY:

A complete roadway reconstruction is proposed for Ohio Avenue between US 1 and 11th Street. Improvements to be constructed include new potable water distribution system, sanitary sewer collection system, storm drainage facilities, sidewalks, curb & gutter, new roadway, street lighting, and limited landscaping. FPUA to reimburse costs associated with the water and sewer construction or $804,326.50.

RECOMMENDATION:

Staff recommends award of the construction contract to PRP Construction along with the approval of the execution of the contract by the City Attorney and the Mayor.

ALTERNATIVES:

Deny and readvertize for bids

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FPUA

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: FY 22/23

Account: 114-1111-563-100

Amount: $2,486,699.50

FISCAL IMPACT:

The initial construction cost of $2,486,699.50 shall be funded from Surtax proceeds, Account No. 114-1111-563-100, with a subsequent FPUA reimbursement in the amount of $804,326.50 to follow. **Final Surtax funding of $1,682,373.00 after FPUA reimbursement.**

Attachments

Bid Tabulation
PRP Bid
Roadway-Drainage-Landscape Plans
Water -Sewer Plans

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/30/2023 11:14 AM
City Manager	Nick Mimms	05/31/2023 07:42 AM
Form Started By: Tracy Telle		Started On: 05/23/2023 12:39 PM
Final Approval Date: 05/31/2023		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **John Andrews, City Engineer**

FROM: **Monica Gonzales, Purchasing Specialist**

SUBJECT: **Bid No. 2023-035 ~ Ohio Avenue Roadway Improvements (US 1 – 11th St)**

DATE: **May 5, 2023**

To take precautionary measures and provide a more convenient way of responding to solicitations, the Purchasing Division has implemented an additional option for interested respondents to submit their response by email (E-Bidding). Also, the copy requirement has been modified. Interested respondents are now required to submit only one (1) original and one (1) copy.

Attached is the tabulation sheet for the above referenced bid. One (1) of the submittals were received via electronic submission and three (3) hand delivered. A copy of each submittal received can be found in the Interdepartmental Shared (R) Drive, Purchasing, subject bid number, saved as "Submittal and the companies name" for your review. The file is available for review in the Purchasing Division.

The invitation was sent to 846 vendors. Twenty-Four (24) vendors requested specifications with four (4) responding (16.66%) plus 0 "No Bid" (16.66% total response).

Recommendation to award memo should be forwarded to the Purchasing Division (copy to Director of Finance) prior to submitting an agenda item.

Expiration date is **July 4, 2023**. Commission approval must be completed by this date.

/mg

Attachment

cc: Johnna Morris, Director of Finance (Memo Only)
Tracy Telle, Assistant Engineer
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**OHIO AVENUE ROADWAY IMPROVEMENTS (US 1 – 11th ST)**
BID NUMBER:	**2023-035**
DATE:	05/04/2023@ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 24 = 16.66 %
0 "No Bids"
Total = 16.66%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE	BOND
PRP Construction Group, LLC *Indiantown, FL*	$2,486,699.50	10%
Southern Underground Industries, Inc *Deerfield Beach, FL*	$3,580,965.31	10%
Timothy Rose Contracting, Inc *Vero Beach, FL*	$3,805,949.00	10%
Dickerson Infrastructure, Inc dba Dickerson Florida, Inc. *Fort Pierce, FL*	$3,881,335.37	10%

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas-Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No: 2023-035**
Pre-Bid Conference Date: **10:00 AM, WEDNESDAY, APRIL 19, 2023**	**Bid Title: OHIO AVENUE (US 1 – 11th ST) ROADWAY RECONSTRUCTION**
Pre-Bid Conference Date Location: **CITY HALL, ENGINEERING CONFERENCE ROOM, 100 N. US HIGHWAY 1, FT. PIERCE, FL**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, THURSDAY, MAY 4, 2023**	
Bidder Name: PRP Construction Group, LLC **Mailing Address:** 8300 SW Springhaven Ave	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X Peggy Sheltra **Authorized Signature (Manual)**
City, State, Zip Code: Indiantown, Fl. 34956	**Typed or Printed Name:** Peggy Sheltra
Type of Entity (Select one): **Corporation** x **Partnership** **Proprietorship**	**Title:** President
Incorporated in the State of: Florida **Year:** 2011	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 772-597-6923 Ext 1	**Payment Terms: Net 30 Days**
Fax Number: None	**FEIN or SS Number:** 45-3220690
E-Mail Address: ppsheltra@gmail.com	**Local Business:** xY N **MWBE:** x Y N
Bid Security is attached, when required, in the amount of $ 2,486,699.50 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM
OHIO AVENUE ROADWAY RECONSTRUCTION (US 1 TO 11TH STREET)

Revised April 13, 2023

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND (EXCLUDE WATER/SEWER)	LS	1	46,500.00	46,500.00
2	MAINTENANCE OF TRAFFIC (EXCLUDE WATER/SEWER)	LS	1	37,750.00	37,750.00
3	MATERIAL TESTING (EXCLUDE WATER/SEWER)	LS	1	26,500.00	26,500.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	13,500.00	13,500.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS (EXCLUDE WATER/SEWER)	LS	1	29,875.00	29,875.00
6	CLEARING & GRUBBING (EXCLUDE WATER/SEWER)	LS	1	15,750.00	15,750.00
7	TREE PIT	EA	15	1,350.00	20,250.00
8	IRRIGATION	LS	1	25,275.00	25,275.00
9	REGULAR EXCAVATION	LS	1	12,105.00	12,105.00
10	EMBANKMENT	LS	1	9,398.00	9,398.00
11	STABILIZATION, TYPE "B" (12")	SY	8,219	3.50	28,766.50
12	CEMENTED COQUINA LBR 100 (8")	SY	8,219	23.50	193,146.50
13	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1")	TN	383	215.00	82,345.00
14	SUPERPAVE ASPHALTIC CONCRETE (SP 12.5) (TRAFFIC C) (1.5")	TN	575	232.00	133,400.00
15	INLETS (CURB TYPE P5) (<10')	EA	16	7,350.00	117,600.00
16	STORM MANHOLE (TYPE P7) (<10')	EA	1	6,897.00	6,897.00
17	STORM MANHOLE (TYPE P8) (<10')	EA	3	4,998.00	14,994.00
18	STORM MANHOLE (TYPE J8) (<10')	EA	1	8,335.00	8,335.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	49	85.50	4,189.50
20	CONCRETE PIPE CULVERT (18" RCP)	LF	1,517	88.50	134,254.50
21	CONCRETE PIPE CULVERT (24" RCP)	LF	223	124.50	27,763.50

Item No.	Description	Units	Quantity	Unit Price	Amount
22	CONCRETE PIPE CULVERT (14"X23" ERCP)	LF	23	149.50	3,438.50
23	CONCRETE PIPE CULVERT (19"X30" ERCP)	LF	223	209.50	46,718.50
24	MILL EXIST. ASPHALT (1" AVG. DEPTH)	SY	164	71.50	11,726.00
25	CONCRETE CURB & GUTTER (TYPE F)	LF	4,770	29.50	140,715.00
26	CONCRETE SIDEWALK, 4" THICK W/ FIBERMESH	SY	2,656	64.50	171,312.00
27	CONCRETE DRIVEWAY, 6" THICK W/ FIBERMESH	SY	964	79.50	76,638.00
28	ADA CURB RAMP W/ DETECTABLE WARNING (TRUNCATED CONCRETE BRICK DOMED PAVERS)	EA	18	1,290.00	23,220.00
28A	TRUNCATED CONCRETE BRICK DOMED PAVERS AT COMMERCIAL DRIVEWAY CROSSINGS	EA	8	1,397.00	11,176.00
29	PERFORMANCE TURF (SOD) (BAHIA)	SY	3,575	5.50	19,662.50
30	MAILBOX, F&, SINGLE	EA	22	612.00	13,464.00
31	SINGLE POST STOP/STREET SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	EA	16	436.00	6,976.00
32	STRIPING, THERMOPLASTIC	LS	1	15,789.00	15,789.00
Subtotal Roadway, Drainage, Signing, Striping, Landscaping & Irrigation Bid:					$ 1,529,430.00
Add 10% to Subtotal for Construction Contingency for Field Change Orders:					$ 152,943.00
Total Roadway, Drainage, Signing, Striping, Landscaping & Irrigation Bid					***$*** 1,682,373.00
33	MOBILIZATION (WATER/SEWER)	LS	1	9,750.00	9,750.00
34	CONSTRUCTION LAYOUT/RECORD DRAWINGS (WATER/SEWER)	LS	1	37,818.00	37,818.00
35	MOT (WATER/SEWER)	LS	1	13,750.00	13,750.00
36	6" DR-18 PVC WATER MAIN	LF	2,640	55.00	145,200.00
37	6" DIP WATER MAIN	LF	20	77.00	1540.00

Item No.	Description	Units	Quantity	Unit Price	Amount
38	FIRE HYDRANT ASSEMBLY (ANCHOR TEE, VALVE, 6" PVC AND HYDRANT)	EA	3	8,760.00	26,280.00
39	1" WATER SERVICE (SINGLE SHORT)	EA	6	1,645.00	9,870.00
40	1" WATER SERVICE (SINGLE LONG)	EA	14	2,285.00	31,990.00
41	1" WATER SERVICE (DOUBLE SHORT)	EA	3	2,315.00	6,945.00
42	1" WATER SERVICE (DOUBLE LONG)	EA	1	2,785.00	2,785.00
43	2" GATE VALVE	EA	1	1,375.00	1,375.00
44	6" GATE VALVE	EA	13	2,230.00	28,990.00
45	6" WATER MAIN TIE-IN AT S. 10TH STREET (6" TAPPING SLEEVE & 6" GATE VALVE)	EA	1	6,550.00	6,550.00
46	6" WATER MAIN TIE-IN AT S. 11TH STREET (2-45° BENDS, DEADMAN, MEGA-LUGS)	EA	1	1,860.00	1,860.00
47	6" WATER MAIN TIE-IN AT SUNRISE WEST OF ROUNDABOUT	EA	1	1,897.00	1,897.00
48	6" WATER MAIN TIE-IN AT SUNRISE EAST OF ROUNDABOUT (CUT-IN 6" X 90° BEND)	EA	1	2,425.00	2,425.00
49	6" WATER MAIN TIE-IN AT COLONIAL NORTH OF OHIO (2-45° BENDS, BELL RESTRAINTS ON 8" PVC, MEGA-LUGS)	EA	1	2,397.00	2,397.00
50	6" WATER MAIN TIE-IN AT COLONIAL SOUTH OF OHIO (2-45° BENDS, BELL RESTRAINTS ON 8" PVC, MEGA-LUGS)	EA	1	2,397.00	2,397.00
51	6" WATER MAIN TIE-IN AT MAYFLOWER NORTH OF OHIO (2-45° BENDS, DEADMAN, MEGA-LUGS)	EA	1	2,413.00	2,413.00
52	6" WATER MAIN TIE-IN AT MAYFLOWER SOUTH OF OHIO (2-45° BENDS, DEADMAN)	EA	1	2,297.00	2,297.00
53	6" WATER MAIN TIE-IN AT CHIPOLA (2-45° BENDS, DEADMAN, MEGA-LUGS)	EA	1	2,397.00	2,397.00
54	DUCTILE IRON FITTINGS	TON	1	17,650.00	17,650.00
55	6" MJ BELL RESTRAINTS	EA	10	362.00	3,620.00
56	6" MEGA-LUG RESTRAINT	EA	37	333.00	12,321.00
57	BACTERIOLOGICAL SAMPLE POINTS	EA	11	2,822.00	31,042.00

Item No.	Description	Units	Quantity	Unit Price	Amount
58	6" WATER MAIN ABANDONMENT AT US 1 (6" CAP AND DEADMAN)	EA	1	1,297.00	1,297.00
59	6" CIP PIPE REMOVAL	LF	2,638	72,545.00	72,545.00
60	PRECAST 4' CONCRETE SANITARY MANHOLE	EA	10	6,989.00	69,890.00
61	8" SDR-26 PVC GRAVITY SEWER	LF	865	66.50	57,522.50
62	12" SDR-26 PVC GRAVITY SEWER	LF	494	99.50	49,153.00
63	6" PVC SEWER SERVICE (SINGLE, 0'-6')	EA	12	2,200.00	26,400.00
64	6" PVC SEWER SERVICE (SINGLE, 6'-OVER)	EA	3	2,537.00	7,611.00
65	6" PVC SEWER SERVICE (SINGLE, 6'-OVER) ON EXISTING LINED SEWER LINES	EA	5	2,831.00	14,155.00
66	CLEANOUT RING AND COVER	EA	1	1,243.00	1,243.00
67	REMOVAL SANITARY SEWER MANHOLE	EA	12	1,597.00	19,164.00
68	REMOVAL SANITARY SEWER MAIN	LF	1,840	35.50	65,320.00
69	SUPERPAVE ASPHALTIC CONCRETE – PAVING OUTSIDE PROJECT LIMITS (SP 9.5) (TRAFFIC C) (1")	SY	127	26.50	3,365.50
70	TYPE "F" CURB & GUTTER – CURB OUTSIDE PROJECT LIMITS	LF	40	29.50	1,180.00
71	CONCRETE SIDEWALK, 4" THICK W/ FIBERMESH	SY	24	64.50	1,548.00
72	CONCRETE DRIVEWAY, 6" THICK W/ FIBERMESH	SY	13	79.50	1,033.50
73	MANHOLE RIM ADJUSTMENT	EA	4	1,835.00	7,340.00
Total Water & Sanitary Sewer Bid (line Item 33 thru 73)					$ 804,326.50
Total Roadway, Drainage, Signing, Striping, Landscaping & Irrigation Bid (line item 1 thru 32 plus 10% contingency)					$ 1,682,373.00
TOTAL FINAL BID					$ 2,486,699.50

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
PRP Construction Group,LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► S
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8300 SW Springhaven Ave

Requester's name and address (optional)

City, state, and ZIP code
Indiantown, Fl. 34956

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
45 : 3220690

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Peggy Shelton Date ► 5/1/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Is Bid Response Form completed, signed and attached?	✓	
W-9 Form completed, signed and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Include proof of proper insurance as stated in bid documents.	✓	
Hard copy submissions: Bid envelope is marked accordingly.	✓	
Is Drug-Free Work Place form signed and enclosed?	✓	
Are the correct copies included? Hard copy: (1 original and 1 USB Drive)?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____

BID FORMS

PROPOSAL TO THE CITY OF FORT PIERCE

FOR

OHIO AVENUE ROADWAY RECONSTRUCTION (US HIGHWAY 1 TO 11TH STREET)

NAME OF BIDDER: PRP Construction Group, LLC

MAILING ADDRESS: 8300 SW Springhaven Ave, Indiantown, FL 34956

STREET ADDRESS: 8300 SW Springhaven Ave, Indiantown, FL 34956 (Zip Code)

PHONE NUMBER: 772-597-6923 Ext 1

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 4/17/2023	No. 4	Dated 4/27/2023
No. 2	Dated 4/26/2023	No. 5	Dated 4/27/2023
No. 3	Dated 4/27/2023	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

BID FORMS

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Milling/Asphalt	Ranger Construction Industries, Inc.	1200 Elboc Way, Winter Garden, FL 34787
Survey /Asbuilts	BSM & Associates Land Surveying	80 SE 31st LaneOkeechobee, FL 34974
Irrigation and Trees	MCJ Ventiures, LLC	5301 Indian Bend Ln, Fort Pierce, Fl. 34951
Striping/ Signs	SWI Southwide Industies	4357 Okeechobee Blvd, Ste C4, West Palm Beach, Fl 33409

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS "Bidders Bond"
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

BID FORMS

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: PRP Construction Group, LLC
(Type or Print)

By: _____

Name: Peggy Sheltra

Title: President

Dated: 5/2/2023, ~~2022~~

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Ricky M Sheltra

Title: Certified General Contractor

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

FLORIDA, CERTIFIED GENERAL CONTRACTOR, CGC1510570, EXPIRATION 8/31/2024

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, PRP Construction Group, LLC. ----------, as Principal, and ---------- Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of ----- Ten Percent of Amount Bid ----- ---------- Dollars ($ ----- 10% -----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 4th 2023, for the ---------- Ohio Avenue (US 1 to 11th Street) Roadway Reconstruction, Bid No. 2023- 035 ----------

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 4th day of May, 2023, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

PRP Construction Group, LLC.
8300 SW Springhaven Ave. Indiantown, FL 34956

By: _____
(Signature)

Name: Peggy Sheltra

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Ricky Sheltra

Title: VP, CGC

(Corporate Seal)

SURETY Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

By: _____
(Signature)

Name: Jessie Sloan

Title: Attorney-In-Fact & Florida Licensed Resident Agent

(Surety Seal)

Inquiries: (321) 800-6594

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety: Atlantic Specialty Insurance Company

Mailing Address: 605 Highway 169 North, Suite 800, Plymouth, MN 55441

Street Address: 605 Highway 169 North, Suite 800, Plymouth, MN 55441

Name and Mailing and Street Address of Agent or Representative in Florida (if different than above): JCA Surety Group, LLC., 123 Zelma Street, Suite A, Orlando, FL 32803

Telephone Number of Surety and Agent or Representative in Florida: (952) 852-2431; (321) 800-6594

END OF SECTION

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of May, 2023.

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. PRP Construction Group, LLC
2. Permanent Main Office address. 8300 SW Springhaven Ave, Indiantown, Fl. 34956
3. When organized? 8/29/2011
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 11 Years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Attached
7. General character of work performed by you. Attached
8. Have you ever failed to complete any work awarded to you? If so, where and why? NO
9. Have you ever defaulted on a contract? If so, where and why? NO
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. Attached
11. List your major equipment available for this contract. Loader, Skid Steer, Backhoe, Roller
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) Attached
13. Background and experience of the principal members of your company, including the officers. Attached
14. Give bank reference. Seacoast Bank Jenny Yingling jenny.yingling@seacoastbank.com
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Attached, Yes
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BID FORMS

Dated at 8300 SW Springhaven Ave Indiantown, Fl. 34956 this 2nd day of May, 2023.

Contractor:

PRP Construction Group, LLC

By Peggy Sheltra

Peggy Sheltra, President
(Name & Title)

County of Martin
State of Florida

Peggy Sheltra, being duly sworn, deposes and says that he is President of PRP Construction Group, LLC and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 2nd day of May, 2023.

Charlyn Wakefield
Notary Public

My Commission Expires:

7-30-2025 (Seal)

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

Peggy Sheltra, being first duly sworn, deposes and says:

That he/she is Officer, President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PRP Construction Group, LLC
(Firm Name)

By: Peggy Sheltra

Title: President

Subscribed and sworn to before me this 2nd

day of May, 2023

Charlyn Wakefield
Notary Public

My Commission expires: (Seal)

5-2-2023

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2023-035 for **Ohio Avenue Roadway Reconstruction (US Highway 1 to 11th Street)**.

2. This sworn statement is submitted by PRP Construction Group, LLC _____ (name of entity submitting sworn statement) whose business address is 8300 SW Springhaven Ave, Indiantown, Fl. 34956 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3220690 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Peggy Sheltra _____ my relationship to the entity (please print name of individual signing) named above is President _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person,

or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: Peggy Sykes

Date: May 2, 2023

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Peggy Sheltra who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 2nd day of May, 2023.

NOTARY PUBLIC SEAL: Charlyn Wakefield

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

My commission expires: 7-30-2025

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: May 5 , 2023

Official Address
(Including Zip Code):
PRP Construction Group, LLC

8300 SW Springhaven Ave

Indiantown, Fl. 34956

By: _____

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2023-035

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Fifty---------- Dollars
(Written)

$50.00----------
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: PRP Construction Group, LLC
(Company-Contractor)
By: Peggy Sheltra
(President's Signature)
Peggy Sheltra
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 3rd day of May, 2023.

Notary Public: Charlyn Wakefield (affix seal) My Commission Expires: 7-30-2025

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that PRP Construction Group, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

May 3, 2023
Date

END OF SECTION

BID RESPONSE FORM
OHIO AVENUE ROADWAY RECONSTRUCTION (US 1 TO 11TH STREET)
April 2023

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND (EXCLUDE WATER/SEWER)	LS	1		
2	MAINTENANCE OF TRAFFIC (EXCLUDE WATER/SEWER)	LS	1		
3	MATERIAL TESTING (EXCLUDE WATER/SEWER)	LS	1		
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1		
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS (EXCLUDE WATER/SEWER)	LS	1		
6	CLEARING & GRUBBING (EXCLUDE WATER/SEWER)	LS	1		
7	TREE PIT	EA	15		
8	IRRIGATION	LS	1		
9	REGULAR EXCAVATION	LS	1		
10	EMBANKMENT	LS	1		
11	STABILIZATION, TYPE "B" (12")	SY	8,219		
12	CEMENTED COQUINA LBR 100 (8")	SY	8,219		
13	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1")	TN	383		
14	SUPERPAVE ASPHALTIC CONCRETE (SP 12.5) (TRAFFIC C) (1.5")	TN	575		
15	INLETS (CURB TYPE P5) (<10')	EA	16		
16	STORM MANHOLE (TYPE P7) (<10')	EA	1		
17	STORM MANHOLE (TYPE P8) (<10')	EA	3		
18	STORM MANHOLE (TYPE J8) (<10')	EA	1		
19	CONCRETE PIPE CULVERT (15" RCP)	LF	49		
20	CONCRETE PIPE CULVERT (18" RCP)	LF	1,517		

Item No.	Description	Units	Quantity	Unit Price	Amount
21	CONCRETE PIPE CULVERT (24" RCP)	LF	223		
22	CONCRETE PIPE CULVERT (14"X23" ERCP)	LF	23		
23	CONCRETE PIPE CULVERT (19"X30" ERCP)	LF	223		
24	MILL EXIST. ASPHALT (1" AVG. DEPTH)	SY	164		
25	CONCRETE CURB & GUTTER (TYPE F)	LF	4,770		
26	CONCRETE SIDEWALK, 4" THICK W/ FIBERMESH	SY	2,656		
27	CONCRETE DRIVEWAY, 6" THICK W/ FIBERMESH	SY	964		
28	ADA CURB RAMP W/ DETECTABLE WARNING	EA	17		
29	PERFORMANCE TURF (SOD) (BAHIA)	SY	3,575		
30	MAILBOX, F&, SINGLE	EA	22		
31	SINGLE POST STOP/STREET SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	EA	16		
32	STRIPING, THERMOPLASTIC	LS	1		
Subtotal Roadway, Drainage, Signing, Striping, Landscaping & Irrigation Bid:					$
Add 10% to Subtotal for Construction Contingency for Field Change Orders:					$
Total Roadway, Drainage, Signing, Striping, Landscaping & Irrigation Bid					***$***
33	MOBILIZATION (WATER/SEWER))	LS	1		
34	CONSTRUCTION LAYOUT/RECORD DRAWINGS (WATER/SEWER)	LS	1		
35	MOT (WATER/SEWER)	LS	1		
36	6" DR-18 PVC WATER MAIN	LF	2,640		
37	6" DIP WATER MAIN	LF	20		
38	FIRE HYDRANT ASSEMBLY (ANCHOR TEE, VALVE, 6" PVC AND HYDRANT)	EA	3		
39	1" WATER SERVICE (SINGLE SHORT)	EA	6		
40	1" WATER SERVICE (SINGLE LONG)	EA	14		

Item No.	Description	Units	Quantity	Unit Price	Amount
41	1" WATER SERVICE (DOUBLE SHORT)	EA	3		
42	1" WATER SERVICE (DOUBLE LONG)	EA	1		
43	2" GATE VALVE	EA	1		
44	6" GATE VALVE	EA	13		
45	6" WATER MAIN TIE-IN AT S. 10TH STREET (6" TAPPING SLEEVE & 6" GATE VALVE)	EA	1		
46	6" WATER MAIN TIE-IN AT S. 11TH STREET (2-45° BENDS, DEADMAN, MEGA-LUGS)	EA	1		
47	6" WATER MAIN TIE-IN AT SUNRISE WEST OF ROUNDABOUT	EA	1		
48	6" WATER MAIN TIE-IN AT SUNRISE EAST OF ROUNDABOUT (CUT-IN 6" X 90° BEND)	EA	1		
49	6" WATER MAIN TIE-IN AT COLONIAL NORTH OF OHIO (2-45° BENDS, BELL RESTRAINTS ON 8" PVC, MEGA-LUGS)	EA	1		
50	6" WATER MAIN TIE-IN AT COLONIAL SOUTH OF OHIO (2-45° BENDS, BELL RESTRAINTS ON 8" PVC, MEGA-LUGS)	EA	1		
51	6" WATER MAIN TIE-IN AT MAYFLOWER NORTH OF OHIO (2-45° BENDS, DEADMAN, MEGA-LUGS)	EA	1		
52	6" WATER MAIN TIE-IN AT MAYFLOWER SOUTH OF OHIO (2-45° BENDS, DEADMAN)	EA	1		
53	6" WATER MAIN TIE-IN AT CHIPOLA (2-45° BENDS, DEADMAN, MEGA-LUGS)	EA	1		
54	DUCTILE IRON FITTINGS	TON	1		
55	6" MJ BELL RESTRAINTS	EA	10		
56	6" MEGA-LUG RESTRAINT	EA	37		
57	BACTERIOLOGICAL SAMPLE POINTS	EA	11		
58	6" WATER MAIN ABANDONMENT AT US 1 (6" CAP AND DEADMAN)	EA	1		
59	6" CIP PIPE REMOVAL	LF	2,638		
60	PRECAST 4' CONCRETE SANITARY MANHOLE	EA	10		

Item No.	Description	Units	Quantity	Unit Price	Amount
61	8" SDR-26 PVC GRAVITY SEWER	LF	865		
62	12" SDR-26 PVC GRAVITY SEWER	LF	494		
63	6" PVC SEWER SERVICE (SINGLE, 0'-6')	EA	12		
64	6" PVC SEWER SERVICE (SINGLE, 6'-OVER)	EA	3		
65	6" PVC SEWER SERVICE (SINGLE, 6'-OVER) ON EXISTING LINED SEWER LINES	EA	5		
66	CLEANOUT RING AND COVER	EA	1		
67	REMOVAL SANITARY SEWER MANHOLE	EA	12		
68	REMOVAL SANITARY SEWER MAIN	LF	1,840		
69	SUPERPAVE ASPHALTIC CONCRETE – PAVING OUTSIDE PROJECT LIMITS (SP 9.5) (TRAFFIC C) (1")	SY	127		
70	TYPE "F" CURB & GUTTER – CURB OUTSIDE PROJECT LIMITS	LF	40		
71	CONCRETE SIDEWALK, 4" THICK W/ FIBERMESH	SY	24		
72	CONCRETE DRIVEWAY, 6" THICK W/ FIBERMESH	SY	13		
73	MANHOLE RIM ADJUSTMENT	EA	4		
Total Water & Sanitary Sewer Bid (line Item 33 thru 73)					$_____
Total Roadway, Drainage, Signing, Striping, Landscaping & Irrigation Bid (line item 1 thru 32 plus 10% contingency)					$_____
TOTAL FINAL BID					$_____

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: OHIO AVENUE ROADWAY IMPROVEMENTS (US HIGHWAY 1 TO 11TH STREET)

BID NO. 2023-035

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
NONE			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2023-035

PROJECT TITLE: OHIO AVENUE ROADWAY RECONSTRUCTION (US HIGHWAY 1 TO 11TH STREET)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: PRP Construction Group, LLC

Corporate Title: President

Address: 8300 SW Springhaven Ave

Indiantown, Fl 34956
(Zip Code)

By: Peggy Sheltra (Print name) President (Print title)

(Authorized Signature)

Telephone: (772) 597-6923 ext1

Fax: ( ) None

State License # CGC151057023 **(ATTACH COPY)**

County License # 23-00027852 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: CERTIFIED GENERAL CONTRACTOR LICENSE

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: OHIO AVENUE ROAWAY RECONSTRUCTION (US HIGHWAY 1 TO 11TH STREET)

BID NO. 2023-035

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of Fort Pirece 100 N US 1 Suite 101, Ft Pierce, Fl. 34950	South 7th Street Improvements	Tracy Telle	772-467-3748
St Lucie Coutny BOCC 2300 Virginia Ave, Ft Pierce, Fl. 34985	River Hammock Pottable WM	Mel Pollock	561-214-5065
Okeechobee Utility Authority 425 SW Park St, Okeechobee, Fl. 34972	Oak Lake Estates Wm & Drainage	John Hayford P.E.	863-634-9791
City of Fort Pierce 100 N US 1 Suite 101, FT Pierce, Fl. 34950	Indian Hills Recreation Area	John "Jack" Andrews II, P.E.	772-467-3773
City of Stuart 121 SW Flageler Ave, Stuart, Fl. 34994	Monterey Rd Subdivison WM Improvements	Marc Rogolino	772-221-4700

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **Ohio Avenue Roadway Reconstruction (US Highway 1 to 11th Street)**

Bid No.: 2023-035

Project Description: The work associated with this project consists of roadway reconstruction to include sidewalks, curbs, driveway aprons, drainage, water distribution system, sanitary sewer construction, landscaping, and irrigation.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: PRP CONSTRUCTION GROUP, LLC

Authorized Signature: _____

Title: PRESIDENT

Date: 5/3/2023

END OF SECTION

PRPCONS-01 SSCALERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2023

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

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

PRODUCER	CONTACT NAME:	
R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: info@rvjohnson.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Co	39993
INSURER B : Auto-Owners Insurance Co	18988
INSURER C : FFVA Mutual Insurance Co.	10385
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

PRP Construction Group LLC
PO Box 1830
Indiantown, FL 34956-1830

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		600GL0211662-00	10/26/2022	10/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5068939600	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XS4282376	10/26/2022	10/26/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC840-0029850-2022A	11/9/2022	11/9/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Fort Pierce and its members, officials, officers and employees are included as an Additonal Insured per forms cg 2010 and 2037 when required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kelly Johnson

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.	All locations which are afforded coverage under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.	All locations which are afforded coverage under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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April 17, 2023

CITY FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS
(US HIGHWAY 1 TO 11TH STREET)

BID NO. 2023-035

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications and to provide a REVISED Bid Response Form:

1. **QUESTION:** On sheet 27 and 28 of the plans there is additional proposed detectable warnings (8 locations) that are not part of ADA curb ramps. Will these detectable warning be a part of the concrete sidewalk bid item or can we get a revised bid form to add a new bid item for these locations?

   ANSWER: See attached **"Revised Bid Form"** that reflects Bid Item No. 28A.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Shelton
Manual

Signature: Peggy Shelton
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, FL 34956

Date: 4/17/2023

/lh

Attachment: **Revised Bid Form**

April 21, 2023

CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS
(US HIGHWAY 1 TO 11TH STREET)

BID NO. 2023-035

ADDENDUM NO. 2

The purpose of this addendum is to include a revised roadway plan sheet number five (5) and respond to questions submitted by potential bidders for clarification of the proposal specifications:

1. Question: On sheet 31 of the roadway plans it shows structure S-14 having three pipes but on sheet 23 there is an existing 15" RCP which is shown at the existing storm manhole. Will this existing 15" pipe remain or is to be removed? If removed will the SW invert in the existing manhole need to be plugged?

   Answer: **The existing 15" RCP is to be removed and the SW invert plugged. All costs with this work are to be included in the bidder's demolition cost.**

2. Question: On sheet 5 of the roadway plans it indicates the curb is to be installed on stabilized subgrade yet sheet 6 reflects curb placement on cemented coquina base please clarify?

   Answer: **Curb is to be installed on base rock, refer to revised plan sheet 5.**

3. Question: Are the quantities on the bid form for the base rock and stabilized subgrade correct?

   Answer: **Yes**

All other conditions of this bid remain the same. Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Shelton

Signature: Peggy Shelton
Manual
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springtree Ave
Indiantown, FL 34956

Date: 4/21/2023

/lh

Attachment: Revised Plan Sheet 5

April 26, 2023

CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS
(US HIGHWAY 1 TO 11TH STREET)

BID NO. 2023-035

ADDENDUM NO. 3

The purpose of this addendum is to respond a question submitted by a potential bidder for clarification:

1. **Question:** Is the contractor responsible for the new connections to the water and sewer services?

   Answer: **The contractor will be responsible for the sanitary sewer service connections to the property owner's cleanout at or near the R/W line. The water service connections will be completed by FPUA Operations upon receipt of FDEP clearance.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Shelton
Manual

Signature: Peggy Shelton
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, FL. 34956

Date: 4/26/2023

/lh

April 27, 2023

CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS
(US HIGHWAY 1 TO 11TH STREET)

BID NO. 2023-035

ADDENDUM NO. 4

The purpose of this addendum is to provide revised utility relocation plans:

The utility relocation plans have been revised to reflect the following changes (bid form quantities are correct):

WATER:

- **Sta. 100+21 - Addition of two (2) 45º bends and the elimination of the tapping sleeve.**
- **Sta. 106+52 – Addition of one (1) gate valve.**
- **Sta. 115+35 to Sta. 117+60 – Location of main shifted to westbound travel lane.**

WASTEWATER:

- **Sta. 121+80 to Sta. 124+47 – Structures 6-23, 6-27, 6-28, and 6-29 have been added to the design.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Shelton
Manual

Signature: Peggy Shelton
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave

Indiantown, FL 34956 ~~34956~~

Date: 4/27/2023

/lh

Attachment: **Revised Utility Relocation Plans**

April 27, 2023

CITY FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS (US HIGHWAY 1 TO 11TH STREET)

BID NO. 2023-035

ADDENDUM NO. 5

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification:

1. **QUESTION:** Item 54, ductile iron fittings: Is this item for bare fittings or is it to Include the mega lugs?

   ANSWER: **Fittings Only**

2. **QUESTION:** Item 55, 6" MJ Bell Restraints: Are these for **any/all** bell restraints required for the job (new pipe/existing pipe)? In relation to this question, are items 36 and 37 (water main pressure pipe) to include the bell restraints or will the bell restraints for the proposed WM be paid by item 55 (6" Bell Restraints)?

   ANSWER: **Item to include all bell restraints needed except for the tie-ins. Tie-in price to include necessary fittings and restraints.**

3. **QUESTION:** Item 56, 6" Mega Lug Restraints: This relates to the question regarding item 54 (DIP Fitting); will all mega legs be paid for under item 56 or are some mega lugs to be included in the ductile iron fittings (if so, which mega lugs will be paid where)?

   ANSWER: **Mega lugs to be paid separate from fittings, Item to include all mega lugs except for tie-ins.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Sheltra
Manual

Signature: Peggy Sheltra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, Fl 34956

Date: 4/27/2023

/lh

City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: November 29, 2022

Comp Card Expires:	September 30, 2023
State License Expires:	CGC1510570 08/31/24
Worker's Comp Expires:	WC8400029850202 11/09/23
Liability Ins. Expires:	MGL0194637 10/26/23

City of Fort Pierce, Florida
Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)

Control #0045460 License # 23-00027852

PRP CONSTRUCTION LLC
SHELTRA, RICKY MARTIN
8300 SW SPRINGHAVEN AVE
INDIANTOWN FL 34956

PRP CONSTRUCTION LLC
8300 SW SPRINGHAVEN AVE

INDIANTOWN FL 34956

PRP CONSTRUCTION, LLC - LIST OF IMPORTANT CONTRACTS RECENTLY COMPLETED

CONTRACT NAME	CONTRACT AMOUNT	GROSS COST	YR COMPLETED	
OAK LAKE ESTATES W/W & DRAINAGE IPROVEMENTS	$1,096,751.66	$800,000.00	DEC -21	OKEECHOBEE UTILTIY AUTHORITY JOHN HAYFORD P.E. 863.634.9791
HARBOR ESTATES/LIDEN ST NEIGHBORHOOD	$1,075,000.00	$850,000.00	FEB-22	MARTIN COUNTY BOCC - DAVID MOORE 772.320.3208
MONTERY RD SUBDIVISION WM IMPROVEMENTS	$650,000.00	$410,000.00	FEB-21	CITY OF STUART - MARC ROGOLINO 772.221.4700
BOOKER PARK DRAINAGE IMPROVEMENTS	$1,689,103.33	$ 1,468,869.37	MAR-23	VILLAGE OF INDIANTOWN GARY JONES 772.692.4344

PRP CONSTRUCTION, LLC - SIMULAR SCOPE OF WORK TO THIS PROJECT

CONTRACT NAME	CONTRACT AMOUNT
OAK LAKE ESTATES W/W & DRAINAGE IPROVEMENTS	$1,096,751.66
HARBOR ESTATES/LIDEN ST NEIGHBORHOOD	$1,075,000.00
MONTERY RD SUBDIVISION WM IMPROVEMENTS	$650,000.00
BOOKER PARK DRAINAGE IMPROVEMENTS	$1,689,103.33

PRP Construction
Job Work in Progress (WIP) Summary

	Cost	COMPLETION DATE
PROCTOR CONSTRUCTION		
BOYS AND GIRLS CLUB	808,571.99	May-24
City of Fort Pirece		
Oaks at Moore's Creek 3-2023	635,004.15	Aug-23
Beach Court	818,353.28	May-23
Martin County BOCC		
SALERNO RD SIDEWALKS-WILLOGHBY 3-2023	651,000.00	Jan-24
KEMPFS		
SPACE BOX 2-2023	543,461.00	Nov-23
VB CLAY SHOOTING 2-2023	428,464.00	Nov-23
St Lucie County		
ELM STREET/ MERRITT CULVERT 3-2023	298,687.05	Oct-23
TILTON RD WATERSHED BYPASS 3-2023	1,760,000.00	Jan-24
SELVITZ RD CANAL 102 3-2023	480,348.00	Sep-23
CWR CONTRACTING		
SR714 E4V10	2,100,543.02	Dec-23
TOTAL	8,524,432.49	

PRP Construction
Balance Sheet
As of May 3, 2023

	May 3, 23
ASSETS	
Current Assets	
Checking/Savings	
105.069 · CHASE BANK 2779	109,002.90
105.00 Seacoast Savings	204,864.40
105.007 · Chase Savings	7,741.14
105.008 · Seacoast Bank	1,327,269.51
Total Checking/Savings	1,648,877.95
Accounts Receivable	
108.001 · Accounts Receivable - Contracts	1,743,605.73
Total Accounts Receivable	1,743,605.73
Other Current Assets	
108.100 · Retainage Due	512,457.38
108.300 · Employee Advances	3,687.24
108.103 · Costs/earnings in excess billng	616,238.00
Total Other Current Assets	1,132,382.62
Total Current Assets	4,524,866.30
Fixed Assets	
253.001 · Office Furniture & Fixtures	7,444.70
251.001 · Machinery and Equipment	3,053,614.30
252.001 · Autos & Trucks	1,270,566.42
256.001 · Buildings and Improvements	114,748.00
280.001 · Accumulated Depreciation	-3,601,561.00
Total Fixed Assets	844,812.42
Other Assets	
354 · Land	77,280.00
Total Other Assets	77,280.00
TOTAL ASSETS	5,446,958.72
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
402.001 · Accounts Payable	89,622.75
Total Accounts Payable	89,622.75
Credit Cards	
451.029 · AA MC #9763	6,153.75
451.031 · Chase #9994	-27,088.87
451.032 · HOME DEPOT #3235	3,470.84
451.034 · Princess Card #1443	3,046.79
451.035 · Sam's Club #9483	11,234.91
Total Credit Cards	-3,182.58
Other Current Liabilities	
451.000 · Current Liability	
451.012 · CP JD 3303G #9487	21,481.20
451.013 · ST Seacoast Building	-31,058.92

PRP Construction
Balance Sheet
As of May 3, 2023

	May 3, 23
451.014 · CP Ford 8601 '18 F250 #7271	3,574.97
451.038 · LOADER ID #5108 SN 0634	4,380.25
Total 451.000 · Current Liability	-1,622.50
461.001 · Billing in excess of earnings	405,330.00
Total Other Current Liabilities	403,707.50
Total Current Liabilities	490,147.67
Long Term Liabilities	
501.000 · Long Term Liability	
501.009 · CP JD #0355 2019 85G EXCAVATOR	-3,819.20
501.012 · JOHN DEERE 3303G SN 9487	7,160.35
501.013 · LT Seacoast Building	30,840.66
501.014 · LT Ford 8601 '18 F250 #7271	-1,572.57
501-020 · LT Ford 2022 F450 #44659	50,243.54
501.038 · LOADER ID#5108 SN 0634	-4,383.85
Total 501.000 · Long Term Liability	78,468.93
Total Long Term Liabilities	78,468.93
Total Liabilities	568,616.60
Equity	
514 · Shareholder Distributions	-1,065,649.55
511 · Capital	1,000.00
512 · Additional Paid in Capital	29,163.50
513 · *Retained Earnings	5,044,356.96
Net Income	869,471.21
Total Equity	4,878,342.12
TOTAL LIABILITIES & EQUITY	5,446,958.72

PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923

Key Personnel **Job Titles** **Experience** **Job Responsibility**

Peggy Sheltra, President, Has over 30 years of experience in owning and operating her own business and is responsible for the management of daily office activities, financial decisions, and long range planning.

Ricky Sheltra, Vice President, Certified General Contractor, has over 40 years of experience in the heavy construction industry and is responsible for liaison between office personnel, general superintendent and field superintendents. He is the primary contact for contractor communication and coordination of materials and equipment for roadway, underground utilities, and storm drainage construction.

Ronnie La Rowe, Chief Estimator/Project Manager, has over 35 years of experience in the heavy construction industry, and is responsible for all company contract bidding and estimating, as well as project management and communication.

Travis Sheltra, Estimator/Certified Underground Utilities Contractor, has over *14* years of experience in the heavy construction industry, and is responsible company contract bidding and estimating, as well as project management and overseas the underground utility construction.

Austin Sheltra , General Superintendent, has over 11 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.

Severo Esquivel, General Superintendent, has over 25 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.

Jeffery McCraine, Superintendent, has over 10 years of experience in all facets of utility and drainage construction, including clearing and grubbing, mainline storm drainage. He is responsible for daily supervision of roadway operations, time keeping, safety, and communication in the field.

General Character of work

PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923
ppsheltra@gmail.com
"Woman Owned Small Business"

May 1, 2023

We, at PRP Construction Group, LLC, would like to introduce ourselves to you by stating our company moto: Safety First! Quality Always! To us, it is more than just a moto; it is our way of doing business.

PRP Construction Group, LLC is a woman-owned small business, owned by Peggy and Ricky Sheltra, doing business in general and heavy construction in a wide geographical area in South Florida from Miami-Dade County to Brevard County. The company is comprised of a team of experienced and dedicated employees with a wide range of construction and management skills that are able to complete all construction projects on time and within budget. Our company mission is to provide our clients with organized and safe construction projects, managed and executed with a high degree of confidence.

PRP Construction Group, LLC is a multi-disciplined construction company specializing in commercial and residential developments, underground utilities, storm drainage, earthwork, and roadway construction. We have experienced crews on staff to complete all phases of site work projects, and consider pipeline work to be our specialty.

We are presently a small construction company with skilled employees. Staff and assets will be increased over time with expanded project demands and responsibilities. We are staffed with determined and dedicated employees that have numerous years of experience in the construction industry with millions of dollars in successfully completed projects.

PRP Construction Group, LLC competitively bids on private and commercial heavy construction projects in South Florida from Miami- Dade County to Brevard County in a wide range of services in underground utilities, storm drainage systems, earthwork, and roadway construction.
If given the opportunity to do business with your company, you will experience the security, confidence, and professionalism we offer in the heavy construction industry.

Peggy Sheltra, President
Ricky Sheltra, Vice President

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHELTRA, RICKY M

PRP CONSTRUCTION GROUP, LLC
7600 SPRINGHAVEN ESTATES
INDIANTOWN FL 34956

LICENSE NUMBER: CGC1510570

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MARTIN COUNTY BUSINESS TAX RECEIPT

2022 / 2023

EXPIRES: September 30, 2023

Account #: 20125130315

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 7600 SW SPRINGHAVEN AVE
Business Description: CONSTRUCION CONTRACTOR
Business Phone: (772)597-6923
NAICS Code: 561730
State License: CGC1510570

Business Name: PRP CONSTRUCTION GROUP, LLC.
Owner Name: SHELTRA, PEGGY

PRP CONSTRUCTION GROUP, LLC.
7600 SW SPRINGHAVEN AVE
INDIANTOWN, FL 34956-4133

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or loca ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **07/14/2022**
Receipt Number
800-21-00215518

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
26.25	0.00	26.25	0.00	0.00	0.00	26.25

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

PRP Construction Group, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: October 22, 2018
Expiration Date: October 22, 2023
WBENC National Certification Number: WBE1802091

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

WBECFLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 237310, 237110, 237990
UNSPSC: 22100000, 71123004, 72103001, 72131702, 72141107

Great Lakes Women's Business Council
Women's Business Council Southwest
WBECMETRONY
WBECGREATERWAY
WBEA
WBECEAST
WBECORV
WBECPACIFIC
WBECSOUTH
WBECWEST

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

PRP Construction Group, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Peggy Sheltra
NAICS: 237310, 237110, 237990 UNSPSC: 22100000, 71123004, 72103001, 72131702, 72141107
Certification Number: WOSB181634
Renewal Date: October 22, 2023
WOSB Regulation Expiration Date: 10/22/2023

WBEC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Nancy Allen, Women's Business Enterprise Council Florida President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

COMPONENTS OF CONTRACT PLANS SET
ROADWAY PLANS
UTILITY REPLACEMENT PLANS

CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

OHIO AVENUE ROADWAY IMPROVEMENTS

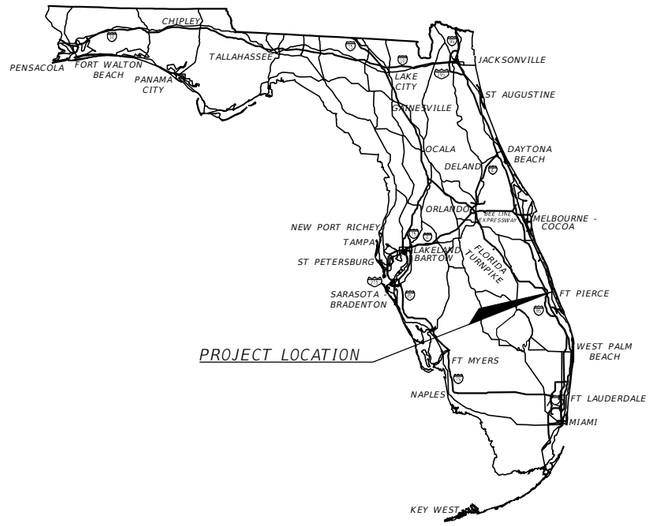
ST.LUCIE COUNTY (94)

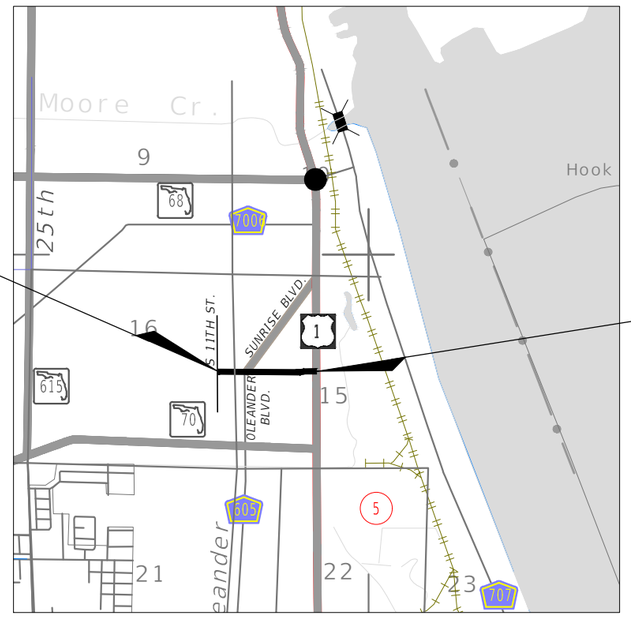
PROJECT ID #2019-027

FROM S. 11TH STREET TO U.S. 1

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	DRAINAGE MAP
4-6	TYPICAL SECTION
7	PROJECT CONTROL
8	GENERAL NOTES
9-18	EXISTING CONDITIONS SURVEY
19-28	PLAN AND PROFILE
29-34	DRAINAGE STRUCTURE SECTIONS
35	DRAINAGE DETAILS
36	SPECIAL DETAIL
37	ROADWAY SOIL SURVEY
38-42	EROSION CONTROL PLAN
43-44	TRAFFIC CONTROL NOTES AND TYPICAL SECTIONS
45-54	SIGNING AND PAVEMENT MARKING PLAN
L-1	LANDSCAPE PLAN
L-2	IRRIGATION PLANS
L-3	IRRIGATION DETAIL





BEGIN PROJECT
STA. 100+14.48

END PROJECT
STA. 126+70.84

SECTION 15 & 16, TOWNSHIP 35 SOUTH, RANGE 40 EAST

KEY MAP
NOT TO SCALE

ROADWAY PLANS
ENGINEER OF RECORD:

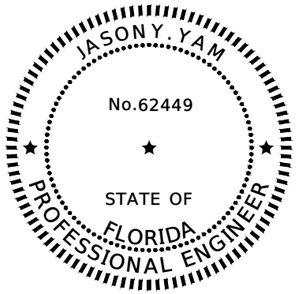
JASON Y. YAM
P.E. NO.:62449
CARDNO
380 PARK PLACE, SUITE 300
CLEARWATER, FL. 33759
CERTIFICATE OF AUTHORIZATION NO.: 29915

GOVERNING STANDARD PLANS:
City of Fort Pierce Department of Engineering Standard, Specifications, and Details and Florida Department of Transportation, FY2023-24 Standard plans for Road and Bridge Construction and applicable Interim Revisions (Irs).

Standard Plans for Road Construction and associated Irs are available at the following website:
http://www.fdot.gov/design/Standardplans.shtm

APPLICABLE IRs: IR536-001-01, IR521-001-01

FISCAL YEAR	SHEET NO.
2023	1



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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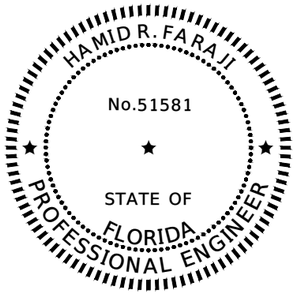
JASON Y. YAM, PE
CARDNO
380 PARK PLACE BOULEVARD, SUITE 300
CLEARWATER, FL 33759
PHONE NUMBER: (727) 531-3505

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
4-6	TYPICAL SECTIONS
7	PROJECT CONTROL
8	GENERAL NOTES
9-18	EXISTING CONDITIONS SURVEY
19-28	PLAN AND PROFILE
36	SPECIAL DETAIL
43-44	TEMPORARY TRAFFIC CONTROL NOTES AND TYPICAL SECTIONS
45-54	SIGNING AND PAVEMENT MARKINGS



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HAMID R. FARAJI, PE
CARDNO
380 PARK PLACE BOULEVARD, SUITE 300
CLEARWATER, FL 33759
PHONE NUMBER: (727) 531-3505

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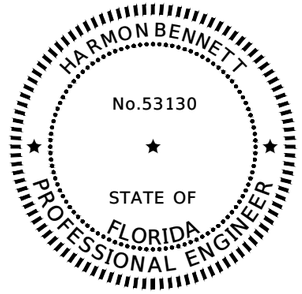
SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
3	DRAINAGE MAP
29-34	DRAINAGE STRUCTURES
35	DRAINAGE DETAILS
38-42	EROSION CONTROL



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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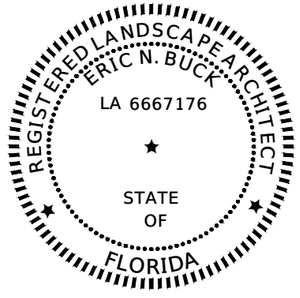
Harmon C. Bennett, P.E.
Tierra South Florida, Inc.
2765 Vista Parkway, Suite 10
West Palm Beach, FL 33411
PHONE NUMBER (561)687-8536

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
37	ROADWAY SOIL SURVEY



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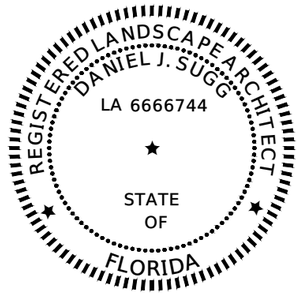
THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.	SHEET DESCRIPTION
L-2	IRRIGATION PLAN
L-3	IRRIGATION DETAIL



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THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.	SHEET DESCRIPTION
L-1	LANDSCAPE PLAN

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNATURE SHEET

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 2

Andrew Shields 1/20/2023 9:31:49 AM J:\00022\0002281201\acad\dwg\00000000000\Roadway\SIGNRD01.dwg

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

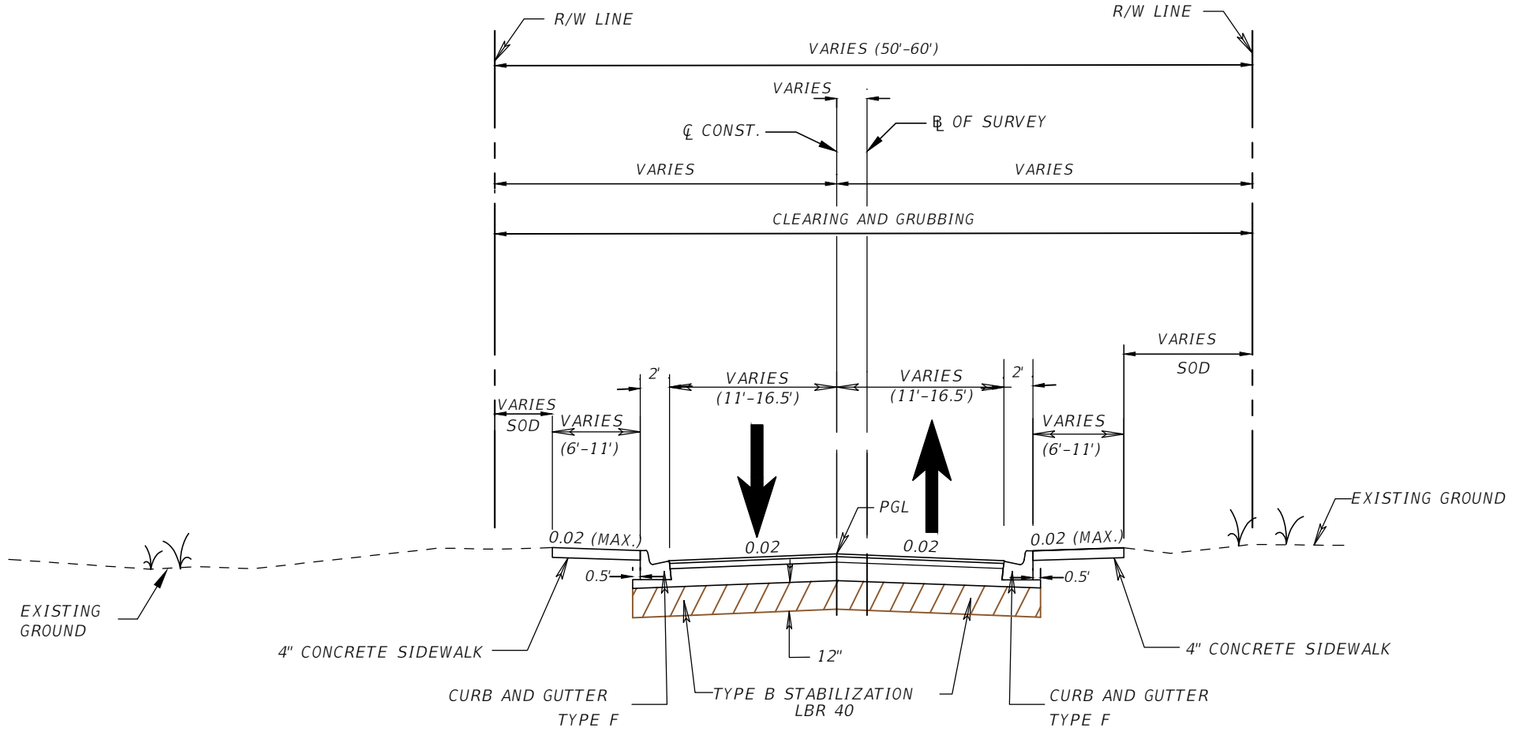
HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

DRAINAGE MAP

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 3

Andrew Shields 1/20/2023 3:35:28 PM J:\00022\0002281201\acad\dwg\00000000000\Drainage\DRMPRD01.dwg



TYPICAL SECTION
OHIO AVENUE
STA. 100+14.48 TO STA. 106+34.67
STA. 109+16.25 TO STA. 124+79.03

TRAFFIC DATA

CURRENT YEAR = 2021 AADT = 2050

DESIGN SPEED = 25 MPH

TRAVEL LANES

STRUCTURAL COURSE (TRAFFIC C) TYPE SP-9.5 (1")
STRUCTURAL COURSE (TRAFFIC C) TYPE SP-12.5 (1 ½")
CEMENTED COQUINA BASE (8")
AND TYPE "B" STABILIZATION SUBGRADE (12")

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM DATE
LIC. NO.: 62449

DESIGNED AWS
DRAWN AWS
Q.C. JH

TYPICAL SECTION (1)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 4

Andrew Shields 1/13/2023 11:16:40 AM

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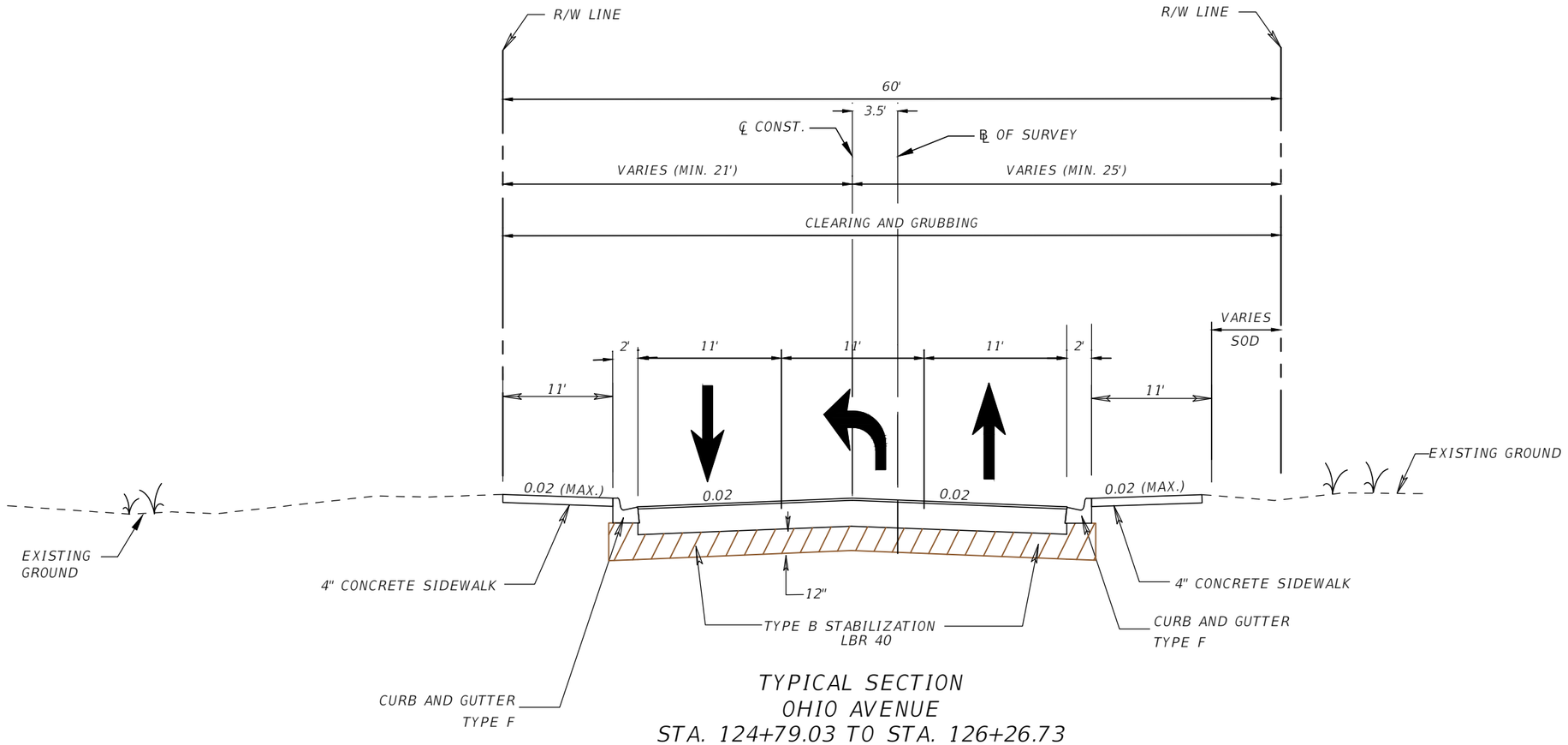

TYPICAL SECTION
OHIO AVENUE
STA. 124+79.03 TO STA. 126+26.73

TRAFFIC DATA

CURRENT YEAR = 2021 AADT = 2050

DESIGN SPEED = 25 MPH

TRAVEL LANES

STRUCTURAL COURSE (TRAFFIC C) TYPE SP-9.5 (1")
STRUCTURAL COURSE (TRAFFIC C) TYPE SP-12.5 (1 $\frac{1}{2}$")
CEMENTED COQUINA BASE (8")
AND TYPE "B" STABILIZATION SUBGRADE (12")

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

TYPICAL SECTION (2)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 5

Andrew Shields 1/13/2023 11:16:44 AM

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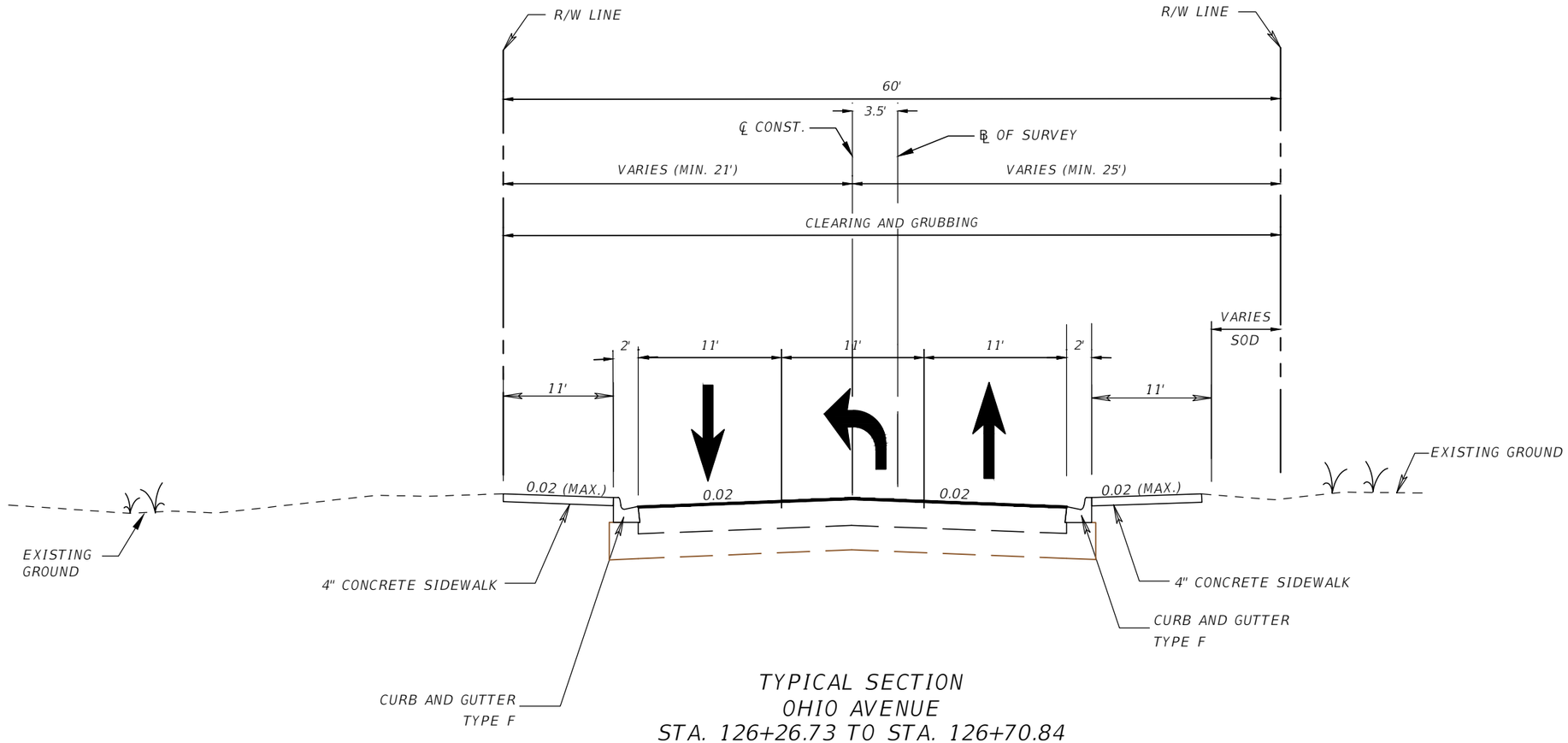

TYPICAL SECTION
OHIO AVENUE
STA. 126+26.73 TO STA. 126+70.84

TRAFFIC DATA

CURRENT YEAR = 2021 AADT = 2050

DESIGN SPEED = 25 MPH

TRAVEL LANES

MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)
STRUCTURAL COURSE (TRAFFIC C) TYPE SP-9.5 (1")

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

TYPICAL SECTION (3)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 6

Andrew Shields 1/13/2023 11:16:49 AM

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℄ SURVEY POINTS

PROJECT CONTROL NOTES:

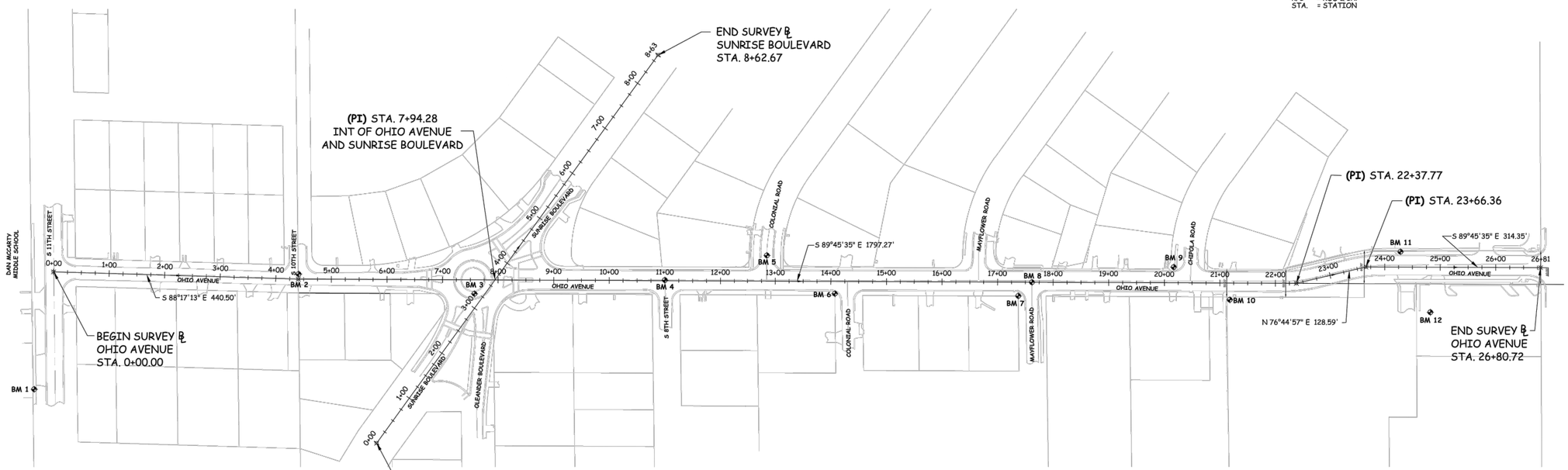
1. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88).
2. PROJECT UNITS: US FEET.
3. COORDINATES WERE ESTABLISHED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) USING REAL TIME KINEMATICS (RTK) USING FLORIDA DEPARTMENT OF TRANSPORTATION-FLORIDA PERMANENT NETWORK (FDOT-FPRN), WITH REDUNDANCY OF MEASUREMENTS PERFORMED. HORIZONTAL ACCURACY IS 0.03 FOOT PLUS OR MINUS.

LEGEND

⊕ BM	= BENCHMARK
℄	= BASELINE
℄	= CENTERLINE
CM	= CONCRETE MONUMENT
ID	= IDENTIFICATION
IR	= IRON ROD
LB	= LICENSED BUSINESS
MN/D	= MAGNETIC NAIL & DISK
(PI)	= POINT OF INTERSECTION
PK	= PARKER KALON NAIL
PK/D	= PARKER KALON NAIL & DISK
R/C	= ROD & CAP
STA.	= STATION

SECTION 16
TOWNSHIP 35 SOUTH, RANGE 40
EAST

SECTION 15
TOWNSHIP 35 SOUTH, RANGE 40
EAST



SECTION 16
TOWNSHIP 35 SOUTH, RANGE 40
EAST

SECTION 15
TOWNSHIP 35 SOUTH, RANGE 40
EAST

HORIZONTAL AND VERTICAL CONTROL						
STAMPING ID	℄ STATION	OFFSET	ELEVATION (Z)	DESCRIPTION	NORTHING (Y)	EASTING (X)
BM 1	- 0 + 30.03	212.37 R	18.23'	MN/D (NO ID)	1126747.11	872065.28
BM 2	4 + 65.16	24.97 L	18.85'	3" X 3" CM (NO ID)	1126970.23	872565.29
BM 3	7 + 57.54	25.12 R	22.04'	PK/D (NO ID)	1126918.91	872857.46
BM 4	11 + 00.15	0.95 L	20.38'	PK (NO ID)	1126943.55	873200.18
BM 5	12 + 84.83	46.31 L	18.64'	PK/D (NO ID)	1126988.13	873385.05
BM 6	14 + 07.37	22.10 R	18.56'	5/8" IR (NO ID)	1126919.21	873507.30
BM 7	17 + 37.50	24.80 R	20.83'	4" X 4" CM (NO ID)	1126915.12	873837.41
BM 8	17 + 62.07	0.14 R	20.36'	PK/D (NO ID)	1126939.68	873862.09
BM 9	20 + 16.97	28.18 L	16.04'	5/8" IR (NO ID)	1126966.93	874117.10
BM 10	21 + 18.05	30.23 R	17.51'	5/8" R/C (VELCON)	1126908.10	874217.94
BM 11	24 + 28.41	27.71 L	17.95'	5/8" R/C (VELCON)	1126994.75	874525.12
BM 12	24 + 82.66	81.25 R	18.55'	MN/D (LB 1078)	1126885.57	874578.92

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PROJECT CONTROL

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

1. FIELD VERIFY ANY AND ALL EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION, AND NOTIFY THE ENGINEER PROMPTLY OF ANY DISCREPANCIES.

2. THE CONSTRUCTION LENGTHS INDICATED IN THESE PLANS ARE APPROXIMATE. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE ENGINEER.

3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME THESE DRAWINGS WERE PREPARED, BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. DETERMINE THE EXACT SIZE, LOCATION, DEPTH, HEIGHT, ELEVATION, DIMENSION, AND EXTENT OF ALL UNDERGROUND AND OVERHEAD FACILITIES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO PROCEEDING WITH ANY CONSTRUCTION ACTIVITY THAT MAY AFFECT SUCH FACILITIES. REPAIR ANY DAMAGE CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS.

4. BE RESPONSIBLE FOR THE COMPLETE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN THE CONTRACTOR AND ALL UTILITY AGENCIES DURING CONSTRUCTION. THIS INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE.

5. EXCEPT WHERE THE PLANS AND SPECIFICATIONS PROVIDE THAT SUCH WORK SHALL BE PERFORMED UNDER THE CONTRACT FOR THIS PROJECT, ALL UTILITIES INTERFERING WITH CONSTRUCTION SHALL BE REMOVED, RELOCATED OR ADJUSTED BY THEIR OWNERS, AT THEIR EXPENSE. ARRANGE THE SCHEDULE TO ALLOW UTILITY OWNERS TIME FOR THE NECESSARY RELOCATION AND ADJUSTMENT OF UTILITIES AND RELATED STRUCTURES. THE FOLLOWING UTILITIES MAY HAVE LINES AND FACILITIES WITHIN THE PROJECT AREA.

COMPANY	CONTACT	PHONE
COMCAST BOCA DELRAY	ANTONY SPRINGSTEEL	561-804-0973
CITY OF FORT PIERCE		772-467-3783
FT. PIERCE UTILITIES AUTHORITY ELECTRIC AND GAS	THIERRY SYNDE	772-466-1600, EXT 6454
FORT PIERCE UTILITY AUTHORITY WATER AND WASTEWATER	SHANE OSTRANTER	772-466-1600 EX:3472
CROWN CASTLE NG		888-632-0931 EX:2
AT & T DISTRIBUTION	LUKE FOLKERTS	321-953-6172

6. CALL "SUNSHINE STATE ONE CALL" AT 800-432-4770 48 HOURS IN ADVANCE FOR UTILITY LOCATES.

7. ALL UTILITY OWNERS MAY NOT BE A MEMBER OF SUNSHINE 811 AMD WILL REQUIRE DIRECT CONTACT. COORDINATE WITH UTILITY OWNERS TO RESOLVE CONFLICTS THAT MAY ARISE IN THE FIELD DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S FAILURE TO CALL "SUNSHINE STATE ONE CALL" 1-800-432-4770 AND THE UTILITY OWNERS.

8. ALL EXISTING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN ANY SIDEWALK OR PAVED AREA SHALL BE ADJUSTED SO THAT THE TOP SURFACE OF COVERS OR FRAMES SHALL BE FLUSH WITH THE SIDEWALK OR PAVEMENT SURFACE. ALL EXISTING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN UNPAVED AREAS SUBJECT TO VEHICULAR, BICYCLE, OR PEDESTRIAN TRAFFIC SHALL BE ADJUSTED SO THAT THE TOP SURFACE OF COVERS OR FRAMES SHALL BE NO MORE THAN ONE INCH ABOVE THE FINISHED GRADE. WHERE SODDING IS APPLIED, "FINISHED GRADE" SHALL BE THE NOMINAL HEIGHT OF GRASS AFTER THE SOD IS FIRMLY PLACED.

9. SEPARATE PAYMENT SHALL BE MADE ONLY FOR THE ITEMS OF WORK LISTED AND IDENTIFIED BY APPROPRIATE PAY ITEM ON THE BID FORM. THE COST OF ANY RELATED WORK NOT SPECIFICALLY IDENTIFIED, BUT WHICH IS REQUIRED FOR SATISFACTORY COMPLETION OF THE WORK, SHALL BE CONSIDERED TO BE INCLUDED IN THE CONTRACT PRICE FOR THE APPROPRIATE BID ITEM.

10. A FOREMAN, OR RESPONSIBLE PARTY, SHALL BE ON SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. ALL WORKERS ON THE JOB SITE WILL BE COURTEOUS TO THE PUBLIC AT ALL TIMES, AND SHALL REFER ANY QUESTIONS OR CONCERNS TO THE CONTRACTOR'S FOREMAN OR THE ENGINEER. THE FOREMAN SHALL SPEAK AND UNDERSTAND ENGLISH AND SHALL BE AVAILABLE AT ALL TIMES FOR TIMELY RESOLUTION OF PROJECT-RELATED ISSUES.

11. ALL EXISTING STORM STRUCTURES AND PIPES WITHIN THE AFFECTED RIGHT-OF-WAY CORRIDOR ARE TO BE REMOVED UNLESS OTHERWISE NOTED IN THE PLANS TO REMAIN.

12. PROPOSED STORMWATER PIPES SHALL BE ALL REINFORCED CONCRETE (RCP) CLASS II UNLESS OTHERWISE SPECIFIED.

13. BE RESPONSIBLE FOR ALL SITE RESTORATION EFFORTS THAT MAY BE REQUIRED AS A RESULT OF CONSTRUCTION. USE WHATEVER METHODS, CONFORMING TO APPLICABLE STANDARDS, NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FOR THE PROJECT.

14. ALL EROSION CONTROL FENCES, BARRIERS, AND SILTATION DEVICES SHALL BE ERECTED PRIOR TO ANY LAND ALTERATIONS, SHALL BE MAINTAINED IN GOOD WORKING ORDER DURING CONSTRUCTION, AND REMOVED FOLLOWING SOIL STABILIZATION AND FINAL DRESSING. BUILT-UP SEDIMENT WILL BE REMOVED FROM SILT FENCES AND STAKED TURBIDITY BARRIERS WHEN IT HAS REACHED ONE THIRD THE HEIGHT OF THE FENCE/BARRIER. STOCKPILE AREAS SHALL INCLUDE SILT FENCE AROUND THE PERIMETER.

15. CHECK ALL EROSION AND SILTATION CONTROL DEVICES WEEKLY, AND AFTER EACH RAINFALL, AND REPAIR AND REPLACE THEM WITHIN 24 HOURS. MAINTENANCE AND INSPECTION OF THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION CONTROL SHALL BE INCLUDED IN THE COST OF PAY ITEMS LISTED.

16. INSTALL AND MAINTAIN SEDIMENT AND EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE PROJECT.

17. DO NOT RESTRICT OR BLOCK THE EXISTING DRAINAGE FLOW OVERLAND OR WITHIN THE RESHAPED SWALES. FLOW WITHIN EXISTING DRAINAGE PIPES SHALL BE MAINTAINED AT ALL TIMES. STORMWATER WILL BE CONVEYED VIA EXISTING SWALES, DITCHES, PROPOSED DITCHES, AND EXISTING AND PROPOSED STORM SEWERS.

18. ALL AREAS OF EXPOSED EARTH RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE SODDED AS DIRECTED BY THE ENGINEER. SEEDING AND MULCHING SHALL BE APPLIED ONLY WHERE SPECIFICALLY CALLED FOR IN THE PLANS, OR WHERE SPECIFICALLY DIRECTED BY THE ENGINEER.

19. SOD STABILIZATION SHALL OCCUR WITHIN 72 HOURS OF ACHIEVING FINAL GRADE. ALL SLOPES STEEPER THAN 1:3 SHALL INCLUDE SOD STAPLING OR STAKING, THE COST OF WHICH IS INCLUDED IN THE PAY ITEM FOR PERFORMANCE TURF SOD (SY).

20. PROVIDE ALL SHEETING, SHORING, AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES OR TO MINIMIZE TRENCH WIDTH. WHERE A SEPARATE PAY ITEM IS NOT PROVIDED, THE COST OF ALL SHEETING, SHORING, AND BRACING REQUIRED SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE ITEM OF WORK FOR WHICH SHEETING, SHORING, AND BRACING IS REQUIRED.

21. UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE, AT A SUITABLE SITE PROVIDED BY THE CONTRACTOR. BE RESPONSIBLE FOR ANY AND ALL PERMITS AND PERMITTING FEES REQUIRED FOR THE TRANSPORT AND DISPOSAL OF UNSUITABLE MATERIAL.

22. BORROW MATERIAL REQUIRED FOR CONSTRUCTION OF THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR, FROM BORROW AREAS PROVIDED BY THE CONTRACTOR.

23. ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY PRIVATELY OWNED FEATURES LOCATED ON PRIVATE PROPERTY AND OUTSIDE THE DESIGNATED AREA OF CONSTRUCTION WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IN A TIMELY MANNER AT THE EXPENSE OF THE CONTRACTOR. PAYMENT SHALL NOT BE MADE FOR THIS WORK.

24. EXISTING ROADWAY MATERIALS SUCH AS SHELL, MARL, OR LIMEROCK SUITABLE FOR SUCH MAY BE UTILIZED IN THE PREPARATION OF STABILIZED SUBGRADE.

25. DISTURB NO MORE GROUND THAN WHAT IS NECESSARY FOR CONSTRUCTION. NO OPEN EXCAVATED TRENCH, OR OTHER UNSAFE CONDITION WILL BE LEFT OVERNIGHT. ALL WORK SITES WILL BE COMPLETELY RESTORED WITHIN SEVEN (7) CALENDAR DAYS OF FINAL STREET PAVEMENT MARKINGS. THE INTENT OF THIS PROVISION IS TO "SAFE-UP" THE PROJECT SITE AS WORK PROGRESSES AND SHALL INCLUDE REMOVING FORMS, FILLING HOLES, GRADING, AND REMOVAL OF DEBRIS.

26. ALL SIDEWALK DAMAGED BY THE CONTRACTOR OR SUBCONTRACTOR SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR, AT THE DIRECTION OF THE ENGINEER.

27. BE RESPONSIBLE FOR THE COMPLETE STAKE-OUT OF THE PROJECT, I.E., LINE, GRADE, SLOPE, UTILITY RELOCATIONS OR ANY OTHER STAKE-OUT THAT MAY BE REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE PLANS. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THIS WORK.

28. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.

29. DRIVEWAY LOCATION AND WIDTH MAY BE FIELD ADJUSTED DURING CONSTRUCTION WITH THE APPROVAL OF THE ENGINEER IN COORDINATION WITH REQUESTS FROM PROPERTY OWNERS. DRIVEWAY WIDTH SHALL BE A MINIMUM OF 12 FEET. USE STANDARD INDEX 522-003 DETAIL A1 FOR DRIVEWAY HALF SECTION.

30. AT LEAST 21 DAYS PRIOR TO THE COMMENCEMENT OF ANY DEWATERING ACTIVITY, SUBMIT A DEWATERING PLAN TO THE ENGINEER AND TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT. THE DEWATERING PLAN SHALL INCLUDE DESCRIPTIONS AND GRAPHICS AS NEEDED TO IDENTIFY THE LOCATION OF THE DEWATERING SITES AND THE SEDIMENT SUMP, EXPECTED DURATION OF THE DEWATERING PERIOD, METHODS TO RETAIN OR DETAIN DISCHARGE, METHODS OF ISOLATING THE DEWATERING AREAS, FLOW PATH AND POINTS OF DISCHARGE OF THE WATER. THIS PLAN SHALL INCLUDE DESIGN COMPUTATIONS, LAYOUT, TYPE, AND SPACING OF DEWATERING DEVICES, NUMBER AND SIZE OF PUMPS AND OTHER EQUIPMENT, WITH A DESCRIPTION OF THE INSTALLATION AND OPERATING PROCEDURES. WELLPOINT PUMP DISCHARGE SHALL BE CONTROLLED TO PREVENT EROSION, UNDERMINING, AND ALL OTHER DAMAGE, AND BE PIPED TO APPROVED LOCATIONS.

31. DURING DEWATERING OPERATIONS, DO NOT DISCHARGE DIRECTLY TO RECEIVING WATERS, EXISTING CONVEYANCES TO RECEIVING WATERS, OR WETLAND SYSTEMS. TEMPORARY SEDIMENT BASINS, TRAPS, OR SILTATION REDUCTION DEVICES SHALL BE UTILIZED TO COLLECT THE DISCHARGE FROM DEWATERING ACTIVITIES TO ELIMINATE THE POTENTIAL FOR OFFSITE SEDIMENT TRANSPORT AND TO ENSURE THAT DIRECT DISCHARGE DOES NOT OCCUR.

32. COMPLY WITH ANY AND ALL APPLICABLE REGULATIONS AND PERMITTING REQUIREMENTS CONCERNING GROUNDWATER PUMPAGE AND DISCHARGE. DEPENDING ON THE DURATION OF THE DEWATERING NEEDED, A WATER USE PERMIT MAY BE REQUIRED FOR DEWATERING. REFER TO 40D-4.301(1) (E), F.A.C.

33. SAW CUT EXISTING PAVEMENT JOINTS AT ALL PROPOSED DRIVEWAY AND SIDEWALK CONNECTIONS.

34. PROVIDE THE CITY A COPY OF ALL PERMITS REQUIRED FOR CONSTRUCTION OF THE PROJECT.

35. ACCESS FOR LOCAL TRAFFIC WITH DESTINATIONS WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED. IF IT BECOMES NECESSARY DURING CONSTRUCTION TO TEMPORARILY PROHIBIT ACCESS TO LOCAL TRAFFIC, THE CONTRACTOR SHALL, ON EACH SEPARATE OCCASION, NOTIFY ALL AFFECTED PROPERTY OWNERS AND AREA EMERGENCY SERVICES AT LEAST THREE DAYS (72 HOURS) IN ADVANCE.

36. ANY U.S. COASTAL & GEODETIC SURVEY MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, NOTIFY ST. LUCIE COUNTY.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.		DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

GENERAL NOTES

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 8

PID#:2415-703-0099-000-8
SUNRISE ESTATES
BLOCK 6
LOT 12
(PB 8, PG 75)

PID#:2415-703-0098-000-1
SUNRISE ESTATES
BLOCK 6
LOT 11
(PB 8, PG 75)

PID#:2415-703-0097-000-4
SUNRISE ESTATES
BLOCK 6
LOT 10
(PB 8, PG 75)

PID#:2415-703-0100-000-9
SUNRISE ESTATES
BLOCK 7
LOT 1
(PB 8, PG 75)

PID#:2415-703-0101-000-6
SUNRISE ESTATES
BLOCK 7
LOTS 2 & 3
(PB 8, PG 75)

DAN MCCARTY
MIDDLE SCHOOL

S 11TH STREET

OHIO AVE

RIM= 18.38
SE INV= 14.24
N INV= 14.15

RIM= 18.34
NW INV= 14.28
S INV= 14.19

24" RCP

6" CLAY

RIM= 18.98
N INV= 11.92
E INV= 11.48
*DROP INVERT
UPPER SW INV= 15.08
LOWER SW INV= 11.62

4' CLF

EXISTING RW

GATE

CONC

10"

ROCK

BST

6" DDCV

WM

ESB

5' CONC WALK

LP

ANC

12"/18'HT

ANC

ASPHALT

CONC

SV

6" PVC??

24" RCP

WV

FC

CL

MB

EP

0+00

1+00

2+

8" CLAY

S88° 17' 12.87"E
440.498

℄ OF SURVEY

MATCHLINE STA - 2+00.00

RIM= 18.70
E INV= 16.09
SW INV= 16.80

4" DIP

12"/12'HT

6"/5'HT

8"/6'HT

CI
RIM= 18.28
N INV= 13.53
S INV= 13.53

CONC

OHE

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (1)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 9

Andrew Shields 1/13/2023 11:26:21 AM J:\00022\0002281201\acad\dwg\00000000000\Roadway\PLANRD01.dwg

PID#:2415-703-0096-000-7
SUNRISE ESTATES
BLOCK 6
LOT 9
(PB 8, PG 75)

PID#:2415-703-0095-000-0
SUNRISE ESTATES
BLOCK 6
LOT 8
(PB 8, PG 75)

PID#:2415-703-0094-000-3
SUNRISE ESTATES
BLOCK 6
LOT 7
(PB 8, PG 75)

PID#:2415-703-0102-000-3
SUNRISE ESTATES
BLOCK 7
WEST 25' OF LOT 5
& LOT 4
(PB 8, PG 75)

PID#:2415-703-0105-000-4
SUNRISE ESTATES
BLOCK 7
EAST 40' OF LOT 5
& WEST 50' LOT 6
(PB 8, PG 75)

15-703-0106-000-1

MATCHLINE STA - 2+00.00

MATCHLINE STA - 4+80.00

OHIO AVE

S 10TH STREET

S88° 17' 12.87"E
440.498

℄ OF SURVEY

EXISTING RW

12"/7'HT
CONC
30"
WM
12"/15'HT
BST
ROCK
MB
EP
CL
8" CLAY
3+00
4+00
CONC
18"
12"/20'HT
HYD
WV
FC
ASPHALT
OHE
14"
15"
12"/17'HT
ANC
LP
DECORATIVE
SV
CO
INV= 15.78
SMH
RIM= 19.33
N INV= 9.97
E INV= 10.17
W INV= 10.28
RIM= 19.19
E INV= 15.01
W INV= 15.01
N INV= 14.95

1" = 20'

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (2)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 10

Andrew Shields 1/13/2023 11:26:28 AM

J:\00022\0002281201\acad\dwg\00000000000\Roadway\PLANRD01.dwg

PID#:2415-601-0348-000-6
PINEWOOD SUBDIVISION
BLOCK 24
LOT 1 & A PORTION
OF LOT 1A
(PB 5, PG 24)

PID#:2415-601-0349-000-3
PINEWOOD SUBDIVISION
BLOCK 24
A PORTION OF LOTS 1A
AND 2
(PB 5, PG 24)

PID#:2415-601-0350-000-3
PINEWOOD SUBDIVISION
BLOCK 24
A PORTION OF LOT 2
AND LOT 2A
(PB 5, PG 24)

PID#:2415-704-0001-000-8
FORT PIERCE ESTATES
BLOCK 1
LOT 1
(PB 9, PG 32)

PID#:2415-704-0002-000-5
FORT PIERCE ESTATES
BLOCK 1
LOT 2
(PB 9, PG 32)

PID#:2415-703-0238-000-5
SUNRISE ESTATES
TRACT "A"
(PB 8, PG 75)

OHIO AVE

S89° 45' 35.05"E
1797.272

5+00 CL 6+00 7+00

EXISTING RW

8" CLAY

6" PVC

5' CONC WALK

1' HC

MEDIAN

8' DIAMETER

ARECA PALM CLUSTER

4" ORCHID

5" ACACIA

13"/28'HT

15"/30'HT

12"/12'HT

12"/15'HT

13"/15'HT

15"/15'HT

13"/22'HT

CO
RIM= 20.38
INV= 14.31

CO
RIM= 20.53
INV= 17.13

4' WD/F

CBS WALL
1.42' WIDE

PAVERS

MATCHLINE STA - 4+80.00

MATCHLINE STA - 7+60.00

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (3)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 11

Andrew Shields 1/13/2023 11:26:33 AM

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MATCHLINE STA - 7+60.00

MATCHLINE STA - 10+40.00

15"/12'HT
WM
MB
FC
BC
LM
ICV
BC
LP
C WALK
BP
GA
BC
1' HC
GA
ESB
LP
GA
1' HC
1' HC
5' CONC
MH
BELL SOUTH
RIM EL=21.83
12"/16'HT
LP
ESB
12"/15'HT
10"/14'HT
TRANS
FPL
10"/14'HT
EXISTING RW
5' CONC WALK
FC
VC
FC
OHIO AVE
8+00
BC
BPM
BP
BC
8" CLAY
S89° 45' 35.05"E
1797.272
9+00
CL
10+00
8"
RIM= 20.92
E INV= 11.19
W INV= 11.06
WV
FC
VC
FC
℄ OF SURVEY
RA
VC
5' CONC WALK
MB
OHE
OHE
OHE
OHE
OHE
OHE
MB
OHE
5' CONC
CO
RIM= 21.37
INV= 18.65
ANC
5"
6"
CONC
EXISTING RW
CONC
WM
9"/16'HT
9"/16'HT
WM
CONC
BC
FC
5' CONC WALK
LP
1" = 20'
N

PID#:2415-601-0404-000-7
PINEWOOD SUBDIVISION
BLOCK 25
LOT 25
(PB 5, PG 24)

48" BANYAN

PID#:2415-703-0140-000-1
SUNRISE ESTATES
BLOCK 13
LOTS 1 & 2
(PB 8, PG 75)

PID#:2415-703-0154-000-2
SUNRISE ESTATES
BLOCK 13
LOTS 17 & 18
(PB 8, PG 75)

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (4)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 12

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MATCHLINE STA - 10+40.00

MATCHLINE STA - 13+20.00

PID#:2415-601-0382-000-6
PINEWOOD SUBDIVISION
BLOCK 25
LOT 1
(PB 5, PG 24)

RIM= 18.38
S INV= 14.67
W INV = 14.67

RIM= 18.27
E INV= 15.32

WM
CONC
3' WD/F
MB
FC
COLONIAL ROAD
ASPHALT
1" = 20'
N
4' CONC WALK
4' CONC WALK
CONC
3' WD/F
15" RCP
CL
15" RCP
OHE
ARECA PALM CLUSTER
EXISTING RW
FC
VC
WV
8" CLAY
RIM= 20.40
E INV= 11.63
W INV= 11.56
CLAY
11+00
OHIO AVE
8" CLAY
12+00
CL
13+00
S89° 45' 35.05"E
1797.272
℄ OF SURVEY
6" PVC
6" PVC
8" CLAY
15" RCP
4"CO
INV= 18.63
FC
VC
FC
VC
ME
CO
C WALK
OHE
CO
4" CO
INV= 18.65
7"
4"
PAVER WALL
0.3' WIDE
EXISTING RW
RIM= 18.67
NE INV= 15.83
S INV= 16.62
RIM= 18.87
NE INV= 11.83
E INV= 11.70
W INV= 11.70
S INV= 11.55
15" RCP
ASPHALT
RIM= 18.46
E INV= 14.56
N INV= 14.57
SW INV= 15.15
CONC
3' CONC WALK
FC
FC
S 8TH STREET
ASPHALT
30"

PID#:2415-702-0019-000-1
LINCOLN PARK SUBDIVISION
BLOCK 4
LOTS 11 & 12 AND THE WEST 5'
VACATED ALLEY
(PB 2, PG 5)

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OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED
DRAWN AWS
Q.C. AWS
JH

EXISTING CONDITIONS SURVEY (5)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 13

Andrew Shields 1/13/2023 11:26:43 AM

J:\00022\0002281201\acad\dwg\00000000000\Roadway\PLANRD01.dwg

PID#:2415-601-0421-000-2
PINEWOOD SUBDIVISION
BLOCK 26
LOT 22 & A
PORTION OF LOT 21
(PB 5, PG 24)

PID#:2415-601-0405-000-4
PINEWOOD SUBDIVISION
BLOCK 26
LOTS 1 & 2
(PB 5, PG 24)

1" = 20'

N

CONC

RIM= 17.86
E INV= 14.21
W INV= 14.16
S INV= 14.36

RIM= 17.97
E INV= 12.14
W INV= 12.28
SE INV= 12.25
S INV= 12.25

CBS WALL
0.67' WIDE

CONC

CBS WALL
0.67' WIDE

CS/FPL

28"

EXISTING RW

13"

14"

12"

12"

15"

20"

CONC

18"

MB

FC

15" RCP

VC

FC

15" RCP

OHIO AVE

WV

8" CLAY

S89° 45' 35.05"E

1797.272

14+00

CL

8" CLAY

15+00

16+

℄ OF SURVEY

MATCHLINE STA - 13+20.00

MATCHLINE STA - 16+00.00

15" RCP

8" CLAY

FC

MB

OHE

WM

EXISTING RW

RIM= 17.72
N INV= 14.96

FC

COLONIAL ROAD

CL

FC

WV

WM

RIM= 19.39
NW INV= 17.19
W INV= 17.09
S INV= 17.06

ANC

8" CLAY

OHE

CONC

OHE

LT

FC

MB

VC

MB

CONC

12"/20'HT

CONC

PID#:2415-702-0019-000-1
LINCOLN PARK SUBDIVISION
BLOCK 4
LOTS 1 & 2 AND THE EAST 5'
VACATED ALLEY
(PB 2, PG 5)

PID#:2415-701-0001-000-9
LA JEAN SUBDIVISION
BLOCK 1
LOT 1
(PB 9, PG 29)

PID#:2415-701-0002-000-6
LA JEAN SUBDIVISION
BLOCK 1
LOT 2
(PB 9, PG 29)

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OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (6)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 14

Andrew Shields
1/13/2023 11:26:48 AM
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PID#:2415-601-0433-000-9
PINEWOOD SUBDIVISION
BLOCK 27
PORTION OF LOT 14
(PB 5, PG 24)

PID#:2415-601-0431-000-5
PINEWOOD SUBDIVISION
BLOCK 27
PORTION OF LOT 14
(PB 5, PG 24)

PID#:2415-701-0003-000-3
LA JEAN SUBDIVISION
BLOCK 1
LOT 3
(PB 9, PG 29)

PID#:2415-312-0002-000-2

MAYFLOWER ROAD

OHIO AVE

MAYFLOWER ROAD

3.5' CONC WALK
12"/18'HT
RIM= 16.59
SE INV= 14.02
HYD
WV
FC
OHE
CL
8" CLAY
RIM= 17.08
E INV= 12.47
W INV= 12.39
N INV= 12.36
8" CLAY
17+00
CONC
4"
4"
4"
4' CONC WALK
CONC
RIM= 16.64
E INV= 13.47
W INV= 13.54
S INV= 13.69
15" RCP
RIM= 16.75
W INV= 12.84
E INV= 12.66
S INV= 12.76
VC
WV
4' CONC WALK
EXISTING RW
MB
6' WD/F
13"
GATE
CONC
WV
WV
CONC
15" RCP
8" CLAY
18+00
S89° 45' 35.05"E
1797.272
℄ OF SURVEY
8" CLAY
1" = 20'
MATCHLINE STA - 16+00.00
MATCHLINE STA - 18+80.00
WM
WM
RIM= 16.85
NW INV= 13.85
E INV= 13.62
W INV= 13.62
CONC
CONC
EXISTING RW
8"/8'HT
RIM= 16.37
N INV= 13.67
EXISTING RW
13"/12'HT
13"/12'HT
17"
16"
33"
5' CONC WALK
3' CONC WALK
CONC
3' CONC WALK
CONC
2' CONC WALK

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (7)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 15

Andrew Shields 1/13/2023 11:26:52 AM

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S INV= 12.30
W INV= 12.00

CI RIM= 15.12
W INV= 12.14

1" = 20'

N

PID#:2415-601-0421-010-5
PINEWOOD SUBDIVISION
BLOCK 27
LOT 1
(PB 5, PG 24)

PID#:2415-601-0447-000-0
PINEWOOD SUBDIVISION
BLOCK 28
LOT 21
(PB 5, PG 24)

CHIPOLA ROAD

4' CONC WALK

CONC RET WALL

CO
S INV= 14.64

CONC

CBS WALL
0.67' WIDE

17"

17"

CO

WM

MB

CO
S INV= 14.66

CONC

GV

RIM= 15.60
INV INACCESSIBLE

15" RCP

13"/24'HT

4' CONC WALK

19"

16"

20"

HYD

WM

WV

CONC

CONC

4" CO
S INV= 14.48

CO

SV

EXISTING RW

CL

12" RCP

FC

VC

FC

VC

15" RCP

WV

FC

VC

6" PVC

6" PVC

OHIO AVE

19+00

CL

8" CLAY

20+00

RIM= 16.31
SE INV= 13.40
W INV= 13.12

8" CLAY

12" RCP

CL

21+00

50.00'

S89° 45' 35.05"E
1797.272

℄ OF SURVEY

MATCHLINE STA - 18+80.00

MATCHLINE STA - 21+60.00

VC

FC

VC

FC

MB

CONC

OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE OHE

CONC

12"/18'HT

EXISTING RW

WM

CONC

6"

CS/ATT

C

RIM= 15.80
N INV= 13.00
SE INV= 13.55

CONC

15" RCP

OHE

ASPHALT

4' CLF END

RIM= 16.80
NW INV= 13.95
S INV= 14.05

OHE

OHE

15" RCP

OHE

PID#:2415-312-0001-020-1

4' CLF

PID#:2415-312-0002-000-2

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (8)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 16

Andrew Shields 1/13/2023 11:26:58 AM

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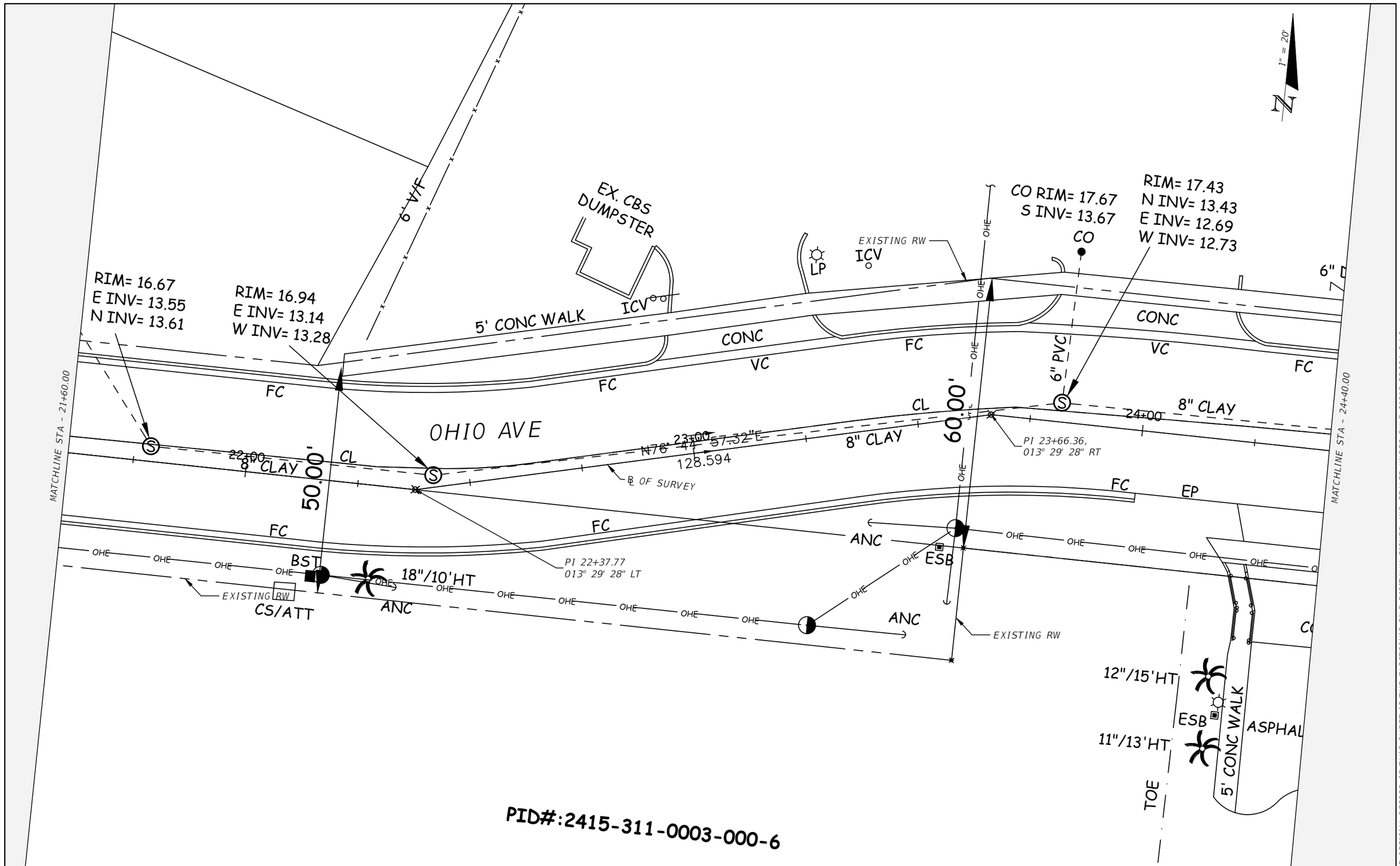

NO.	DESCRIPTION	BY	DATE

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (9)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 17

Andrew Shields 1/13/2023 11:27:02 AM

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PID#:2415-601-0434-000-6

RIM= 17.55
S INV= 12.75
E INV= 12.34
W INV= 12.42

DCV

EXISTING RW

5' CONC WALK

DC

FC

DC

MAST ARM

DC

ESB FOPT

HYD

WV

FC

ESB

ESB

CROSS WALK SIGNAL

DC

5' CONC WALK

ESB ESB

ESB ESB

FC WV VC WV

OHIO AVE

RIM= 17.80
N INV= 11.22
W INV= 11.87

CL

25+00

S89° 45' 35.05"E

314.352

8" CLAY

CL

26+00

26+81

℄ OF SURVEY

US 1

MATCHLINE STA - 24+40.00

8" PVC

FC VC FC

FC

CONC WV

CONC

BST

5' CONC WALK

EXISTING RW

ESB WV

ESB ESB

ESB ESB

WV

VC

CROSS WALK SIGNAL

ESB

ANC ESB

ESB

1" RPZ

ONC

DC

DC

DC

LP

DC

DC

MAST ARM

ESB

VC

11"/13'HT

11"/13'HT

ASPHALT

RIM= 17.74
FULL OF WATER

FC

PID#:2415-311-0003-010-9

OHE

1" = 20'

N

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

EXISTING CONDITIONS SURVEY (10)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 18

Andrew Shields 1/13/2023 11:27:08 AM

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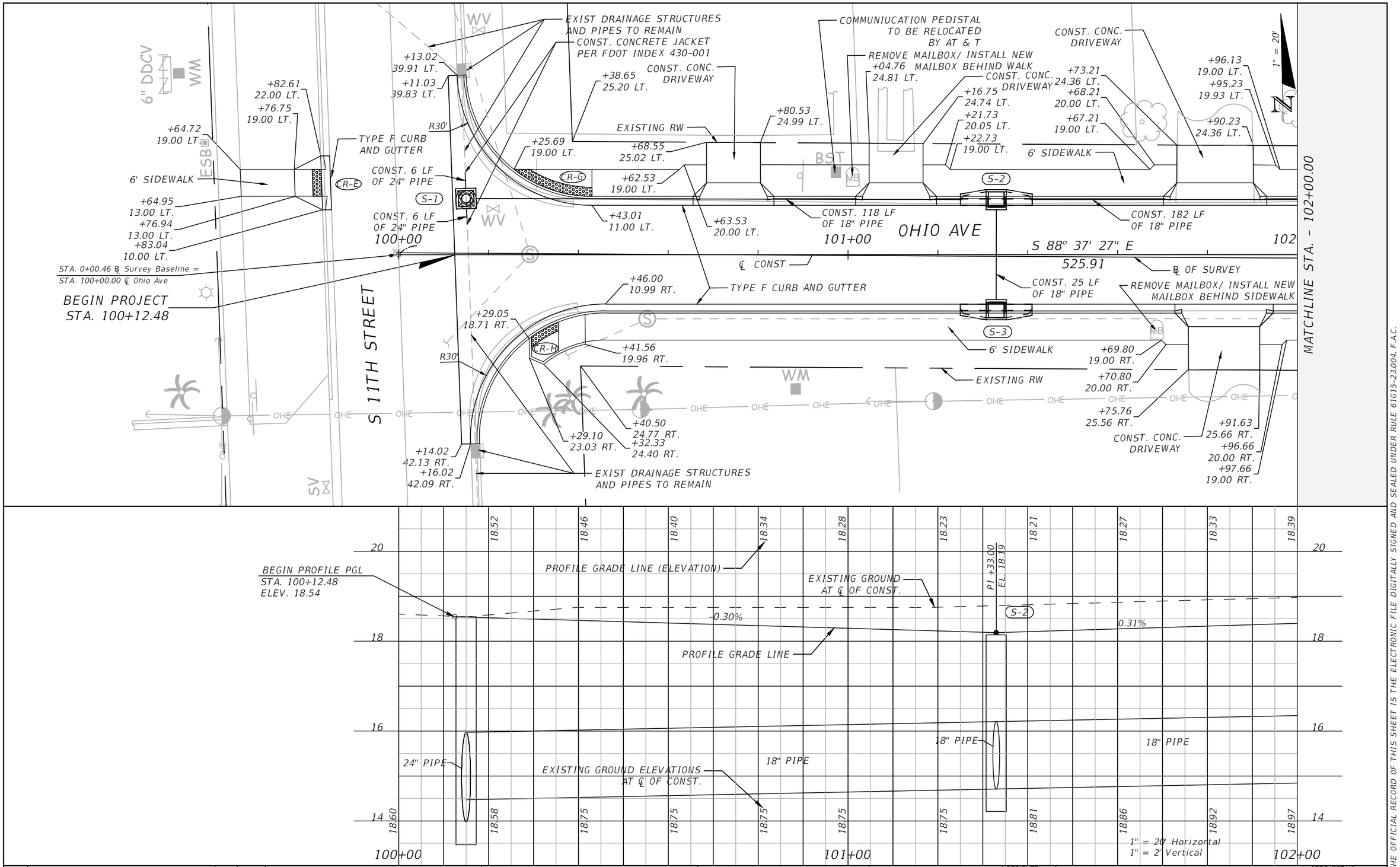

NO.		DESCRIPTION	BY	DATE

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED	AWS
DRAWN	AWS
Q.C.	JH

PLAN AND PROFILE (1)

PROJECT NO:	2019-027
DATE:	1/09/2023
SHEET NO:	19

Andrew Shields 1/17/2023 6:35:46 AM

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MATCHLINE STA. - 102+00.00

MATCHLINE STA. - 104+80.00

COMMUNIUCATION PEDISTAL TO BE RELOCATED BY AT & T

+28.01 24.08 LT.

CONST. CONC. DRIVEWAY

+22.98 20.00 LT.

+40.01 24.01 LT.

+44.98 20.08 LT.

+46.05 19.03 LT.

+21.98 19.00 LT.

18" PIPE

REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND SIDEWALK

+93.38 23.70 LT.

+88.47 20.00 LT.

+87.47 19.00 LT.

CONST. CONC. DRIVEWAY

+05.36 23.66 LT.

+10.25 20.00 LT.

+11.25 19.00 LT.

EXISTING RW

S-4

+00

S 88° 37' 27" E 525.91

103+00

0HIO AVE

REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND SIDEWALK

TYPE F CURB AND GUTTER

CONST. 25 LF OF 18" PIPE

S-5

EXISTING RW

+53.04 19.00 RT.

+54.04 20.00 RT.

+59.00 26.05 RT.

CONST. CONC. DRIVEWAY

+82.59 19.00 RT.

6' SIDEWALK

+81.59 20.00 RT.

+76.59 26.11 RT.

+88.17 23.14 LT.

REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND WALK

6' SIDEWALK

+88.37 19.00 LT.

CONST. 175 LF OF 18" PIPE

℄ CONST.

+98.98 11.00 LT.

104+00

℄ OF SURVEY

REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND SIDEWALK

+41.27 19.00 RT.

+42.28 20.01 RT.

+47.24 26.57 RT.

+59.34 26.64 RT.

CONST. CONC. DRIVEWAY

+92.63 26.84 RT.

+09.60 26.94 RT.

+14.11 22.99 LT.

+14.47 19.00 LT.

+91.40 23.12 LT.

+91.59 19.00 LT.

+23.96 36.93 LT.

S 10TH STREET

+52.89 38.01 LT.

+53.00 35.07 LT.

1" = 20'

R25'

+62.49 19.00 LT.

+77.98 11.00 LT.

+66.66 19.00 RT.

+65.65 20.01 RT.

+60.65 26.74 RT.

+41.31 26.74 RT.

CONST. CONC. DRIVEWAY

20	18.39	18.47	18.55	18.62	18.70	18.78	18.85	18.93	19.01	19.08	19.16	19.24 19.25	20
18													18
16													16
14	18.97	19.04	19.11	19.18	19.21	19.23	19.24	19.26	19.26	19.29	19.30	19.26 19.24	14

EXISTING GROUND AT ℄ OF CONST.

PROFILE GRADE LINE (ELEVATION)

0.31%

PROFILE GRADE LINE

S-4

18" PIPE

18" PIPE

18" PIPE

EXISTING GROUND ELEVATIONS AT ℄ OF CONST.

102+00 103+00 104+00 104+80

1" = 20' Horizontal
1" = 2' Vertical

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (2)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 20

Andrew Shields 1/17/2023 6:36:03 AM

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MATCHLINE STA. - 104+80.00

MATCHLINE STA. - 107+60.00

COMMUNICATION PEDISTAL TO BE RELOCATED BY AT & T

+07.83 22.17 LT.
+07.83 19.00 LT.
+10.55 22.33 LT.
+10.55 19.00 LT.
+67.93 25.22 LT.
+62.93 20.00 LT.
+61.93 19.00 LT.
+79.91 25.25 LT.
+84.93 20.06 LT.
+86.22 18.78 LT.
+34.88 18.27 LT.
+34.80 11.89 LT.
+27.84 11.11 LT.

EXISTING RW
18" PIPE
S-6
6' SIDEWALK
CONST. 24 LF OF 18" PIPE
REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND SIDEWALK
CONST. CONC. DRIVEWAY
℄ CONST
105+00
S 88° 37' 27" E
525.91
0HIO AVE
106+00
S 89° 44' 18" E
386.23
107+00
STA. 106+34.67 ℄ Ohio Ave =
STA. 6+35.16 ℄ Survey Baseline, RT 0.4'
TYPE F CURB AND GUTTER
℄ OF SURVEY
+00.93 12.25 RT.
+34.53 12.35 RT.
S-7
END CONSTRUCTION
MATCH EXISTING
STA. 106+34.67
6' SIDEWALK
OHE
EXISTING RW
+78.79 19.85 RT.
+79.75 20.85 RT.
+84.68 25.22 RT.
CONST. CONC. DRIVEWAY
+96.68 25.41 RT.
+01.74 21.22 RT.
+03.69 19.34 RT.
+34.45 19.43 RT.
REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND SIDEWALK

WM ESB BST WV CO MB

1" = 20'

PROFILE GRADE LINE
0.31%
1.30%
PROFILE GRADE LINE (ELEVATION)
EXISTING GROUND AT ℄ OF CONST.
PI +60.00
EL. 19.50
18" PIPE
18" PIPE
EXISTING GROUND ELEVATIONS AT ℄ OF CONST.

19.25 19.31 19.39 19.47 19.69 20.02 20.34
19.24 19.21 19.16 19.40 19.65 19.91 20.31 20.46 20.40 20.63 21.37 21.72 21.88

20 18 16 14

104+80 105+00 106+00 107+00 107+60

1" = 20' Horizontal
1" = 2' Vertical

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED
DRAWN AWS
Q.C. AWS JH

PLAN AND PROFILE (3)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 21

Andrew Shields 1/20/2023 12:47:04 PM

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MATCHLINE STA. - 107+60.00

MATCHLINE STA. - 110+40.00

EXISTING RW

+16.34
24.75 LT.

+35.12
25.47 LT.

+46.97
25.09 LT.

+51.45
24.56 LT.

+64.07
24.53 LT.

1" = 20'

N

EXISTING RW
6' SIDEWALK

STA. 109+16.25 ℄ Ohio Ave =
STA. 9+16.74 ℄ SURVEY BASELINE, RT 0.4'

+16.72
17.63 LT.

+32.96
17.54 LT.

CONST. CONC.
DRIVEWAY

BEGIN CONSTRUCTION
MATCH EXISTING
STA. 109+16.25

OHIO AVE

℄ CONST

108+00

109+00

S 89° 55' 54" E
1277.54

110+00

℄ OF SURVEY

+16.43
16.60 RT.

+16.44
23.59 RT.

TYPE F CURB
AND GUTTER

REMOVE MAILBOX/ INSTALL NEW
MAILBOX BEHIND SIDEWALK

6' SIDEWALK

+64.93
23.59 RT.

EXISTING RW

+09.95
25.58 RT.

+07.00
25.60 RT.

+33.03
16.64 RT.

+37.09
23.59 RT.

+38.84
25.34 RT.

+63.81
24.78 RT.

+58.81
24.92 RT.

+43.84
25.34 RT.

CONST. CONC.
DRIVEWAY

PROFILE GRADE LINE (ELEVATION)

PI +16.25
EL. 21.21

PROFILE GRADE LINE

-0.56%

EXISTING GROUND
AT ℄ OF CONST.

EXISTING GROUND ELEVATIONS
AT ℄ OF CONST.

107+60	108+00	109+00	110+00	110+40
2188	2211	2150	2150	2159
2111	2117	2114	2097	2084
2072	2060	2053		

1" = 20' Horizontal
1" = 2' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (4)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 22

Andrew Shields 1/17/2023 6:36:43 AM

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MATCHLINE STA. - 110+40.00

MATCHLINE STA. - 113+20.00

COLONIAL ROAD

EXIST DRAINAGE STRUCTURES AND PIPES TO REMAIN

1" = 20'

+73.83 35.43 LT.
+59.55 25.38 LT.
+55.68 25.38 LT.
+59.55 19.00 LT.
+55.68 19.00 LT.
+47.14 18.99 LT.

+95.00 36.02 LT.
+13.44 25.03 LT.
+09.48 24.99 LT.

R25'

CONST. CONCRETE JACKET PER FDOT INDEX 430-001

CONST. 4 LF OF 15" PIPE

R1.5'

+64.33 19.00 LT.
CONST. 52 LF OF 18" PIPE

CONST. 90 LF OF 18" PIPE

+20.00 11.00 LT.

+48.84 11.00 LT.

6' SIDEWALK

EXISTING RW

+32.96 11.00 LT.

OHIO AVE

S 89° 55' 54" E
1277.54

111+00

112+00

113+00

℄ CONST

℄ OF SURVEY

TYPE F CURB AND GUTTER

+64.42 12.94 RT.

CONST. 193 LF OF 18" PIPE

+36.31 11.00 RT.

CONNECT EXISTING SIDEWALK TO PROPOSED SIDEWALK

REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND SIDEWALK

CONST. 25 LF OF 18" PIPE

S-11 CR-G R25'

S-12 S-13 S-14

S 8TH STREET

+20.43 19.36 RT.

+76.26 19.00 RT.

+76.58 25.81 RT.
+80.13 20.50 RT.

+26.58 25.96 RT.

+52.26 19.00 RT.

+53.26 20.00 RT.

+58.26 26.07 RT.

+70.26 26.07 RT.

+75.26 20.00 RT.

CONST. CONC. DRIVEWAY

EXISTING RW

6' SIDEWALK

CONST. 25 LF OF 15" PIPE

EXIST DRAINAGE STRUCTURES AND PIPES TO REMAIN

CITY TO ACQUIRE TEMP EASEMENT TO REMOVE EXISTING ASPHALT DRIVEWAY

EXISTING ASPHALT DRIVEWAY TO BE REMOVED

+90.11 37.11 RT.

+11.32 36.48 RT.

-0.56%

-0.61%

EXISTING GROUND AT ℄ OF CONST.

PROFILE GRADE LINE

PROFILE GRADE LINE (ELEVATION)

PI +22.00
EL. 19.50

EXISTING GROUND ELEVATIONS AT ℄ OF CONST.

18" PIPE

18" PIPE

18" PIPE

15" PIPE

18" PIPE

20.52 20.46 20.32 20.18 20.04 19.90 19.76 19.62 19.48 19.33 19.17 19.02 18.90

20.53 20.49 20.42 20.39 20.30 20.21 2002 19.75 19.47 1919 1891 1872 1860

20 18 16 14

110+40 111+00 112+00 113+00 113+20

1" = 20' Horizontal
1" = 2' Vertical

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (5)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 23

Andrew Shields 1/17/2023 6:36:53 AM

j:\00022\0002281201\acad\dwg\00000000000\Roadway\PLPRRD01.dwg

MATCHLINE STA. - 113+20.00

MATCHLINE STA. - 116+00.00

+08.54
20.00 LT.
+13.54
23.11 LT.
+37.12
23.11 LT.
+42.12
20.00 LT.
+43.12
19.00 LT.
+07.54
19.00 LT.

1" = 20'

N

REMOVE MAILBOX/ INSTALL NEW
MAILBOX BEHIND SIDEWALK

EXISTING RW
6' SIDEWALK

S-17

S-16

18" PIPE

CONST. 21 LF
OF 18" PIPE

CONST. CONC.
DRIVEWAY

OHIO AVE

CONST. 166 LF
OF 18" PIPE

CONST. 63 LF
OF 18" PIPE

114+00

115+00

℄ CONST

S 89° 55' 54" E
1277.54

℄ OF SURVEY

TYPE F CURB AND GUTTER

+94.36
11.00 RT.

CR-G

R25'

S-15

+65.39
11.00 RT.

R25'

CR-G

REMOVE MAILBOX/ INSTALL NEW
MAILBOX BEHIND SIDEWALK

REMOVE MAILBOX/
INSTALL NEW MAILBOX
BEHIND SIDEWALK

CONST. CONC.
DRIVEWAY

6' SIDEWALK

EXISTING RW
REMOVE MAILBOX/ INSTALL NEW
MAILBOX BEHIND SIDEWALK

+19.37
36.43 RT.

+06.58
26.80 RT.

COLONIAL ROAD

+40.40
36.40 RT.

+56.58
26.95 RT.

+10.93
19.00 RT.
+10.93
27.12 RT.
+13.83
19.00 RT.
+13.86
27.12 RT.

EXISTING RW

+64.91
19.00 RT
+65.92
20.01 RT.
+71.42
27.32 RT.

+83.53
27.32 RT.
+89.03
20.01 RT.
+90.04
19.00 RT.

18.90 18.87 18.71 18.56 18.41 18.25 18.10 17.95 17.80 17.64 17.49 17.39 17.32

-0.61%

PROFILE GRADE LINE

PROFILE GRADE LINE (ELEVATION)

PI +56.98
EL. 17.45

-0.30%

18

16

14

13

S-16

S-17

EXISTING GROUND
AT ℄ OF CONST.

18" PIPE

18" PIPE

18" PIPE

18" PIPE

EXISTING GROUND ELEVATIONS
AT ℄ OF CONST.

18.60 18.57 18.43 18.28 18.14 17.99 17.87 17.76 17.65 17.55 17.47 17.38 17.30

113+20 114+00 115+00 116+00

1" = 20' Horizontal
1" = 2' Vertical

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (6)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 24

Andrew Shields 1/17/2023 6:37:13 AM

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MATCHLINE STA. – 116+00.00

MATCHLINE STA. – 118+80.00

+55.86 41.02 LT.
+55.87 36.03 LT.
+42.53 24.00 LT.
+37.56 23.96 LT.
+30.87 11.00 LT.
+46.36 19.00 LT.
18" PIPE
R25'
S-19
CR-G
HYD
WV
OHE
MAYFLOWER ROAD
+76.40 41.35 LT.
+76.17 35.96 LT.
+85.68 19.00 LT.
+01.17 11.00 LT.
REMOVE MAILBOX/ INSTALL NEW MAILBOX BEHIND SIDEWALK
+02.14 19.00 LT.
+03.58 20.00 LT.
+08.57 22.25 LT.
CONST. CONC. DRIVEWAY
+27.94 22.23 LT.
+32.94 20.00 LT.
+33.94 19.00 LT.
EXISTING RW
+81.32 22.07 LT.
+77.40 22.08 LT.
+06.79 21.99 LT.
+01.79 20.01 LT.
+00.78 18.99 LT.
6' SIDEWALK
CONST. 222 LF OF 19"x30" PIPE
CONST. CONC. DRIVEWAY
+21.59 21.95 LT.
+26.60 20.01 LT.
+27.61 19.00 LT.
+64.11 20.00 LT.
+63.11 19.00 LT.
+69.11 21.81 LT.
CONST. CONC. DRIVEWAY
1" = 20'
N
S-22
CONST. 9 LF OF 14"x23" PIPE
CONST. 138 LF OF 24" PIPE
S-21A
℄ OF SURVEY
CONST. 7 LF OF 14"x23" PIPE
TYPE F CURB AND GUTTER
S-21
+00
S 89° 55' 54" E
1277.54
117+00
℄ CONST
118+00
0HIO AVE
CONST. 21 LF OF 18" PIPE
S-18
+25.26 11.00 RT.
CR-G
+40.75 19.00 RT.
R25'
+77.17 19.00 RT.
6' SIDEWALK
EXISTING RW
+76.17 20.00 RT.
+71.17 27.58 RT.
CONST. CONC. DRIVEWAY
+58.03 27.56 RT
+53.06 20.00 RT.
+52.05 19.00 RT.
+36.69 27.79 RT.
+50.26 36.26 RT.
EXISTING RW
MAYFLOWER ROAD
+96.52 11.00 RT.
R5.5'
R25'
+81.87 25.00 RT.
CR-L
+80.64 26.87 RT
+71.52 36.20 RT.
+78.21 35.98 RT.
+89.63 19.00 RT.
+85.50 20.87 RT.
+86.68 27.94 RT.
+86.76 32.94 RT.
+95.63 19.00 RT.
+01.54 28.88 RT.
+98.43 28.88 RT.
+38.29 28.79 RT.
+57.85 28.77 RT.
+30.55 28.84 RT.
+62.79 28.80 RT.
CITY TO ACQUIRE TEMPORARY CONSTRUCTION EASEMENT TO REMOVE EXISTING CONCRETE SIDEWALK

PROFILE GRADE LINE (ELEVATION)
PROFILE GRADE LINE
-0.30%
EXISTING GROUND AT ℄ OF CONST.
S-19
S-22
18" PIPE
18" PIPE
19" x 30" PIPE
24" PIPE
EXISTING GROUND ELEVATIONS AT ℄ OF CONST.
18
16
14
12
17.32 17.24 17.17 17.09 17.02 16.94 16.87 16.79 16.72 16.64 16.57 16.49 16.48
17.30 17.23 17.14 17.05 16.96 16.89 16.80 16.74 16.69 16.65 16.61 16.58 16.57
116+00
117+00
118+00
118+80
1" = 20' Horizontal
1" = 2' Vertical

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (7)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 25

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Andrew Shields 1/17/2023 6:37:32 AM

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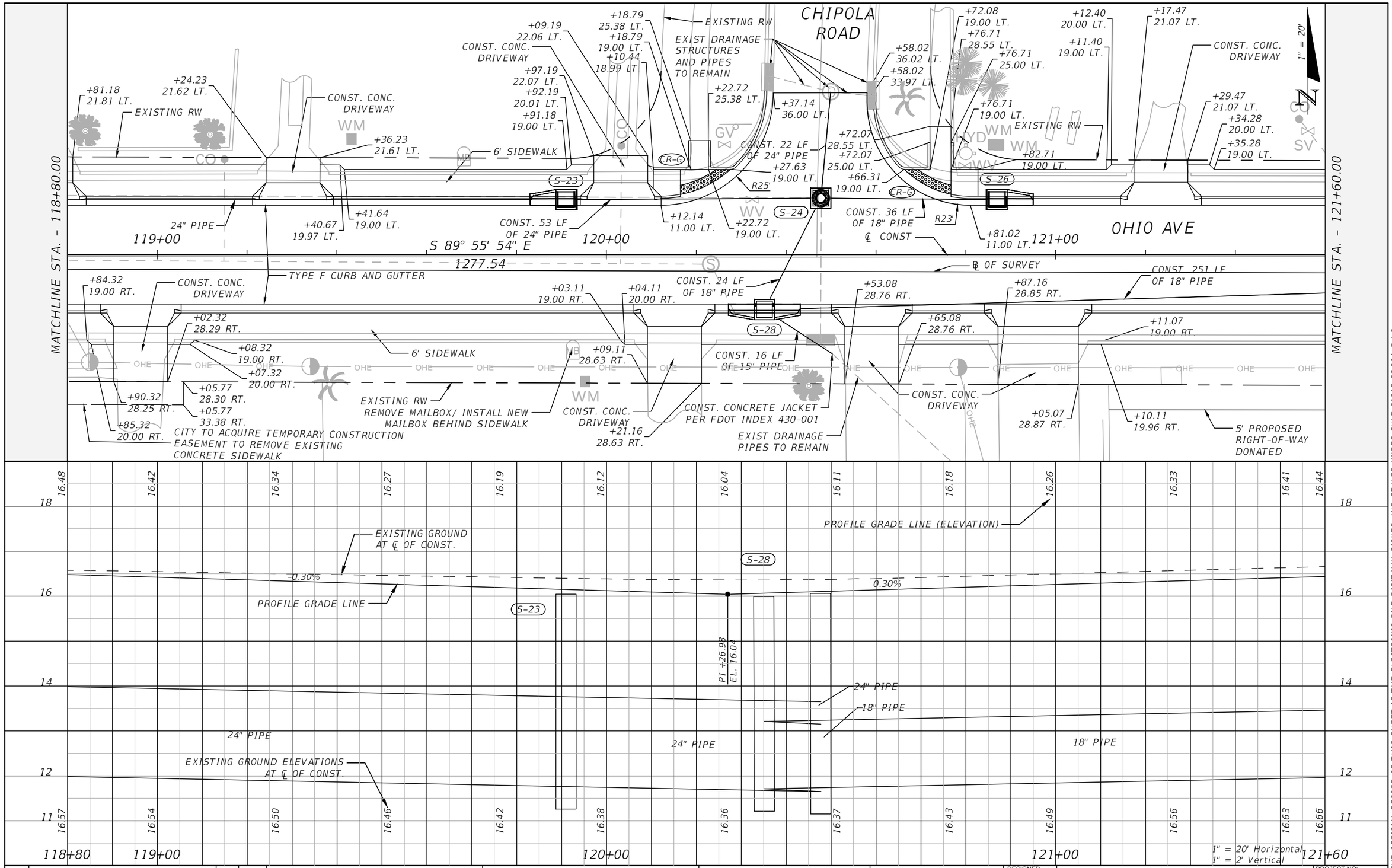

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM DATE
LIC. NO.: 62449

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (8)

PROJECT NO: 2019-027
DATE: 2/02/2023
SHEET NO: 26

Andrew Shields 2/2/2023 11:10:58 AM

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LEGEND

PROPOSED DETECTABLE WARNING

MATCHLINE STA. - 121+60.00

MATCHLINE STA. - 124+40.00

EXISTING SIDEWALK EASEMENT

CONST. CONC. DRIVEWAY

CONST. CONC. DRIVEWAY

CONST. CONC. DRIVEWAY

+97.45
29.14 LT.

+26.39
28.95 LT.

+80.17
31.51 LT.

+16.36
30.13 LT.

EXISTING RW

TREE PIT (TYP.)
5' by 5'

+52.94

+49.27

1" = 20'

END 6' SIDEWALK
BEGIN TRASITION SIDEWALK
+89.68
19.00 LT.

+89.68
11.00 LT.

R439'

PC +92.67
11.00 LT.

122+00

OHIO AVE

C2

123+00

PRC STA. 123+03.08

℄ CONST

124+00

S 89° 55' 44" E
272.38

C1

PT STA. 124+16.49

PC STA. 121+89.68

℄ OF SURVEY

PC +78.66
11.00 RT.

TYPE F CURB AND GUTTER

PC +31.41
17.11 RT.

R432.9'

+00.83

PT +16.49
17.11 RT.

18" PIPE

R820'

S-29

+24.24
30.37 RT.

BST

ESB

+31.38
28.11 RT.

+57.68
29.50 RT.

POWER POLE
TO BE RELOCATED
BY FPUA

EXISTING RW

+24.84
33.31 RT.

EXISTING RW

+44.81
53.04 RT.

END TRASITION SIDEWALK
BEGIN 11' SIDEWALK
+01.49
29.89 RT.

CONST. CONC. DRIVEWAY

+43.90
57.97 RT.

+53.90
54.27 RT.

EXISTING RW

END 6' SIDEWALK
BEGIN TRASITION SIDEWALK
+78.65
20.00 RT.

5' PROPOSED
RIGHT-OF-WAY
DONATED

C1		C2	
PI STA.	= 123+60.09	PI STA.	= 122+46.68
DELTA	= 14° 26' 26" RT	DELTA	= 14° 26' 16" LT
D	= 12° 43' 57"	D	= 12° 43' 57"
T	= 57.01	T	= 57.00
L	= 113.42	L	= 113.39
R	= 450.00	R	= 450.00
PRC STA.	= 123+03.08	PC STA.	= 121+89.68
PT STA.	= 124+16.49	PRC STA.	= 123+03.08

18
16
14
12

16.44 16.48 16.56 16.63 16.71 16.78 16.86 16.93 17.01 17.08 17.16 17.23 17.28

0.30%

PROFILE GRADE LINE

PROFILE GRADE LINE (ELEVATION)

EXISTING GROUND
AT ℄ OF CONST.

S-29

PI +25.50
EL. 16.93

18" PIPE

EXISTING GROUND ELEVATIONS
AT ℄ OF CONST.

16.66 16.72 16.82 16.88 16.89 16.94 17.03 17.10 17.19 17.28 17.41 17.50 17.56

121+60 122+00 123+00 124+00 124+40

1" = 20' Horizontal
1" = 2' Vertical

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THE SUNRISE CITY FORT PIERCE Florida

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (9)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 27

Andrew Shields 1/17/2023 6:38:08 AM

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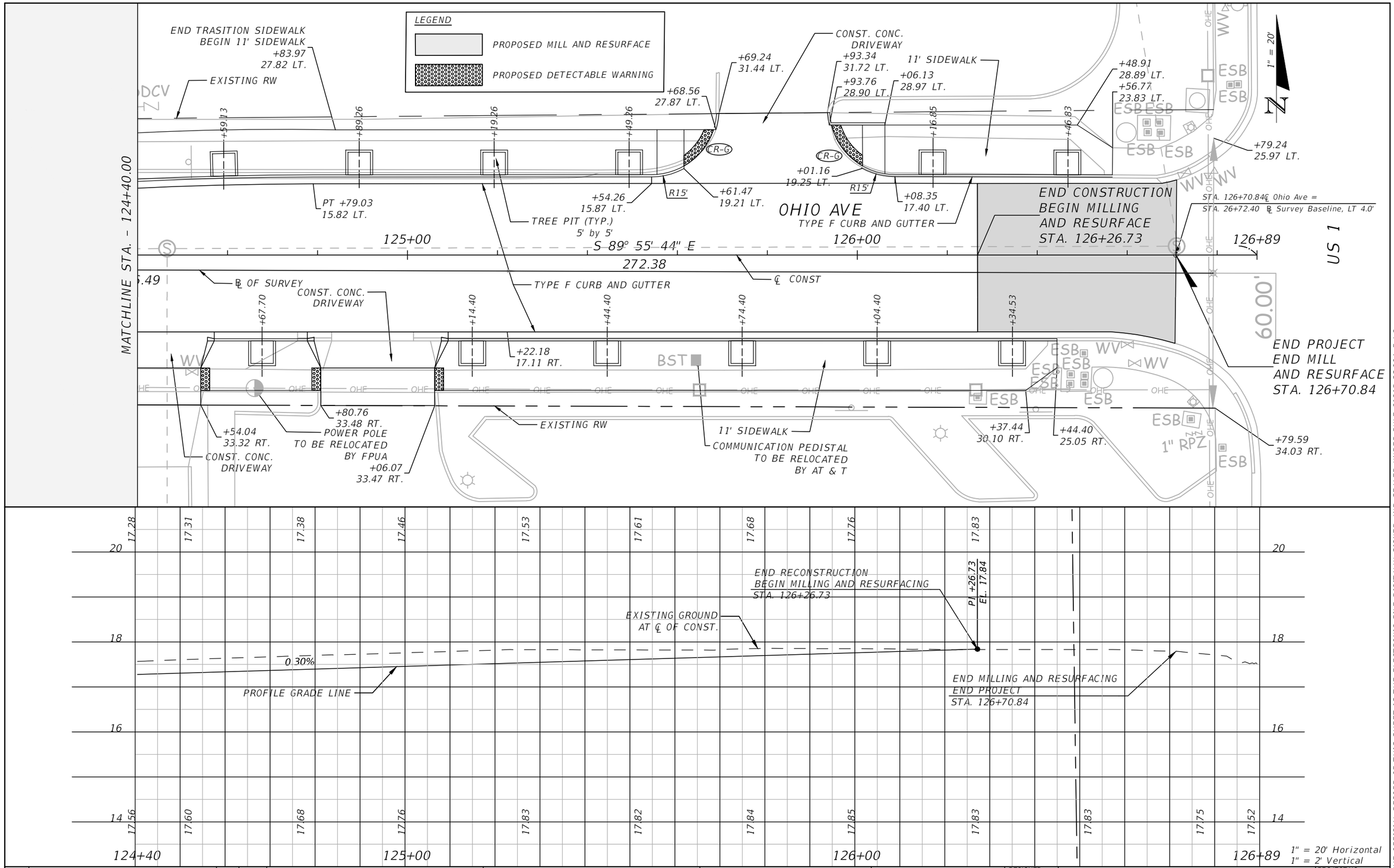

NO.	DESCRIPTION	BY	DATE

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

PLAN AND PROFILE (10)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 28

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Andrew Shields 1/17/2023 6:38:43 AM

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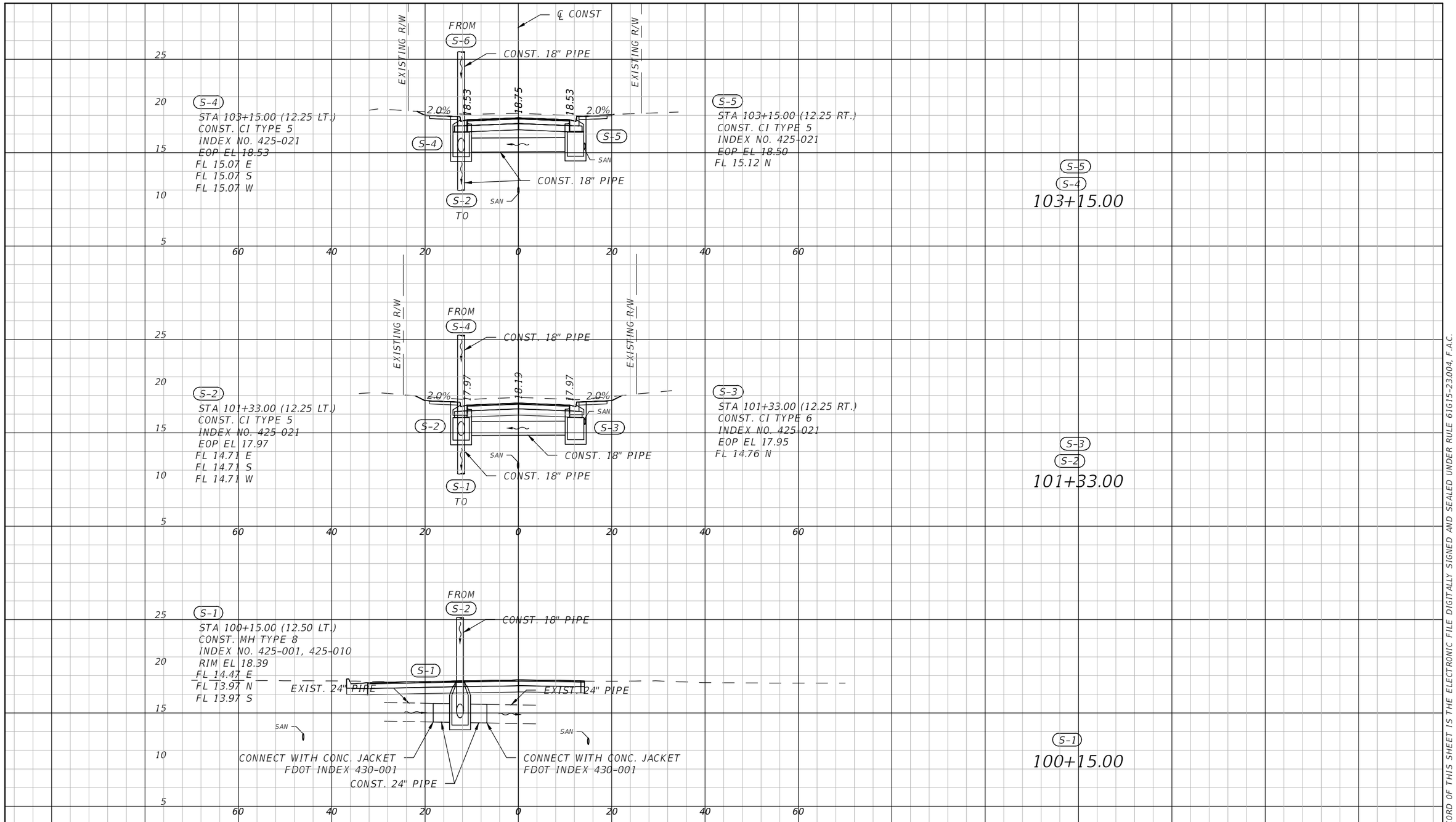

1" = 20' Horizontal
1" = 10' Vertical

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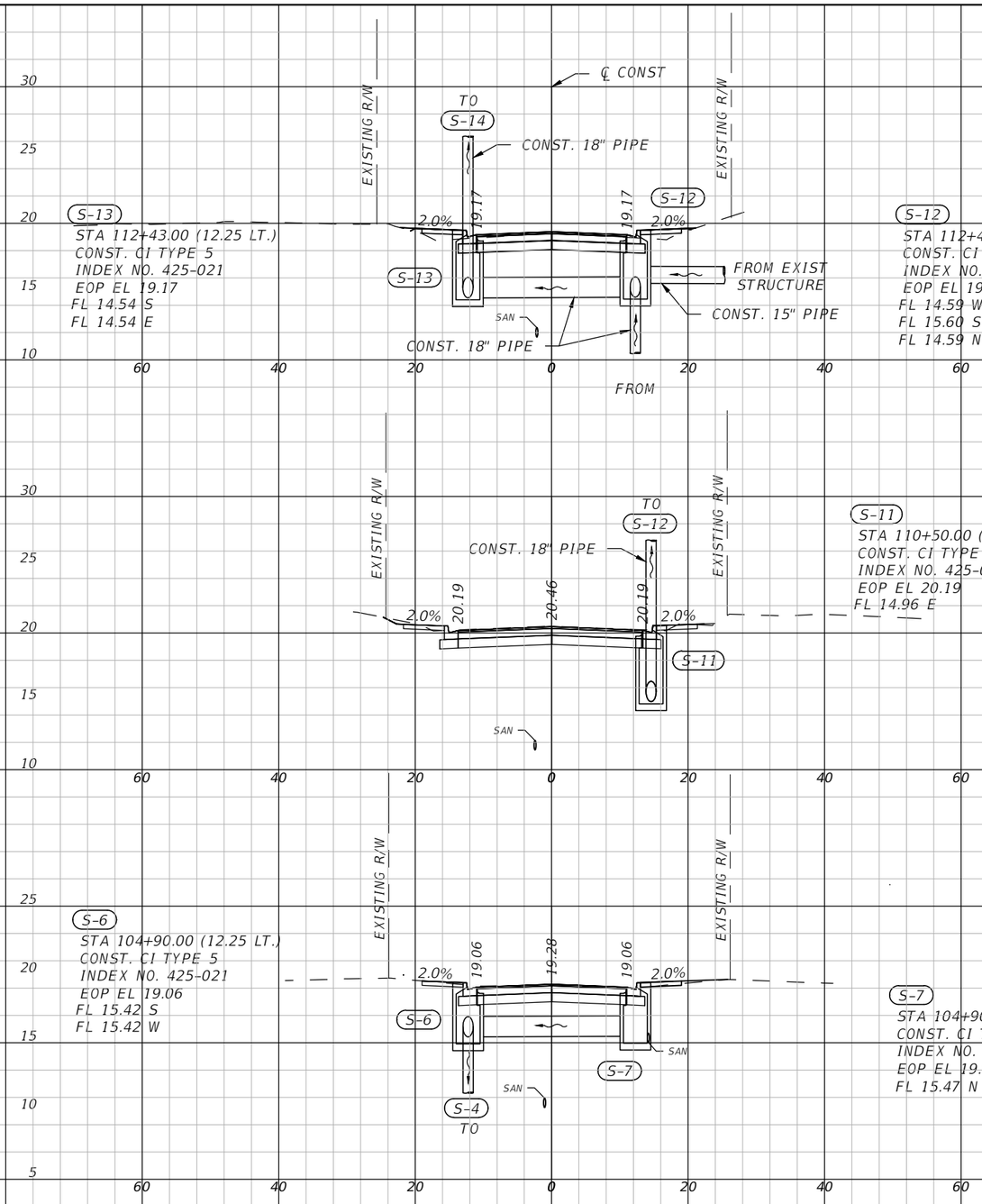
HAMID R. FARAJI, P.E. LIC. NO.: 51581 DATE

DESIGNED JMR
DRAWN JMR
Q.C. HRF

DRAINAGE STRUCTURE SECTIONS (1)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 29

Andrew Shields 1/17/2023 6:53:53 AM j:\00022\0002281201\acad\dwg\00000000000\Drainage\DRXSRD01.dwg



S-13
STA 112+43.00 (12.25 LT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 19.17
FL 14.54 S
FL 14.54 E

S-12
STA 112+43.00 (12.25 RT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 19.17
FL 14.59 W
FL 15.60 SE
FL 14.59 N

S-13
S-12
112+43.00

S-11
STA 110+50.00 (14.57 RT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 20.19
FL 14.96 E

S-11
110+50.00

S-6
STA 104+90.00 (12.25 LT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 19.06
FL 15.42 S
FL 15.42 W

S-7
STA 104+90.00 (12.25 RT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 19.06
FL 15.47 N

S-7
S-6
104+90.00

1" = 20' Horizontal
1" = 10' Vertical

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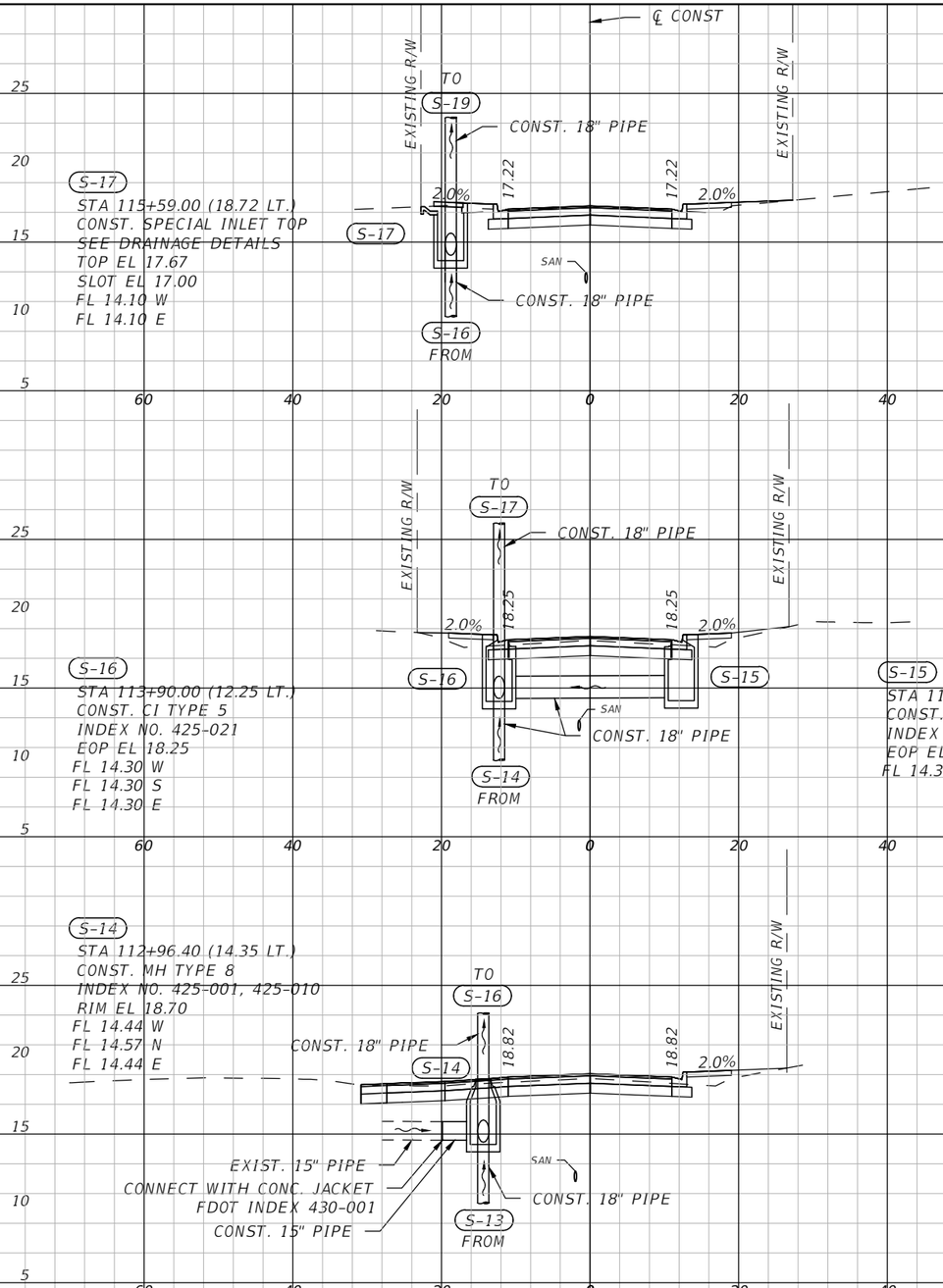
HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

DRAINAGE STRUCTURE SECTIONS (2)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 30

Andrew Shields 1/17/2023 6:54:07 AM j:\00022\0002281201\acad\dwg\00000000000\Drainage\DRXSRD01.dwg



S-17
STA 115+59.00 (18.72 LT.)
CONST. SPECIAL INLET TOP
SEE DRAINAGE DETAILS
TOP EL 17.67
SLOT EL 17.00
FL 14.10 W
FL 14.10 E

S-16
STA 113+90.00 (12.25 LT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 18.25
FL 14.30 W
FL 14.30 S
FL 14.30 E

S-15
STA 113+90.00 (12.25 RT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 18.25
FL 14.35 N

S-14
STA 112+96.40 (14.35 LT.)
CONST. MH TYPE 8
INDEX NO. 425-001, 425-010
RIM EL 18.70
FL 14.44 W
FL 14.57 N
FL 14.44 E

S-17
115+59.00

S-16
S-15
113+90.00

S-14
112+96.40

1" = 20' Horizontal
1" = 10' Vertical

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HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

DRAINAGE STRUCTURE SECTIONS (3)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 31

Andrew Shields 1/17/2023 6:54:22 AM

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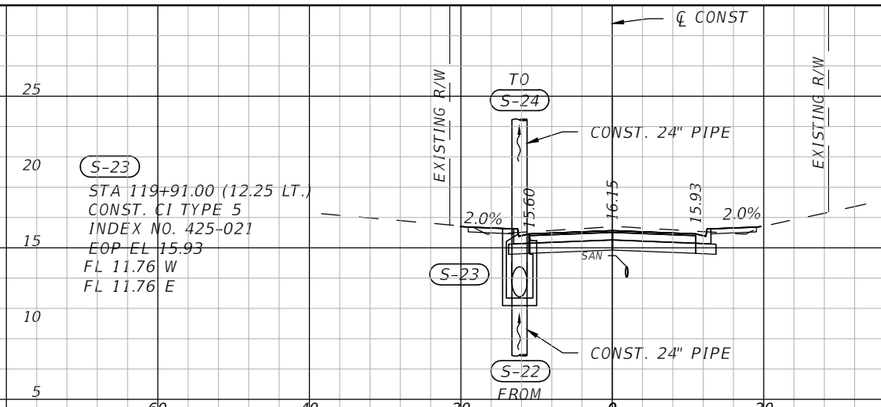
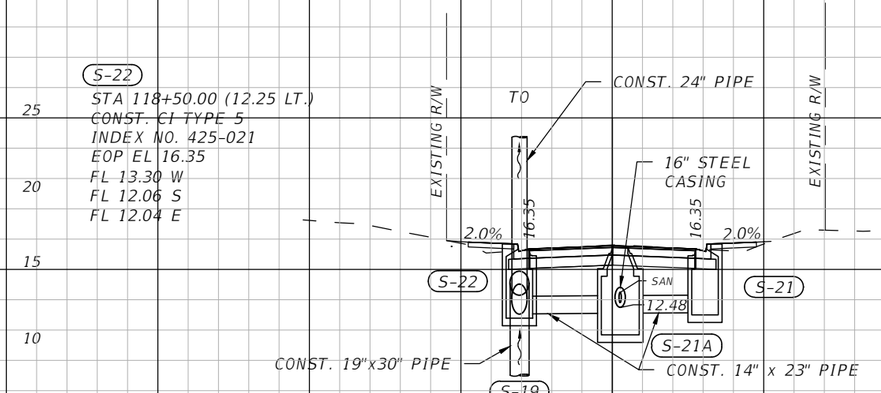


S-23

STA 119+91.00 (12.25 LT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 15.93
FL 11.76 W
FL 11.76 E

S-23

119+91.00



S-22

STA 118+50.00 (12.25 LT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 16.35
FL 13.30 W
FL 12.06 S
FL 12.04 E

S-21A

STA 118+50.00 (1.05 RT.)
CONST. MH TYPE 8 (J-BOTTOM)
J-BOTTOM 5'x3.5'
INDEX NO. 425-001,
425-010, 425-080
RIM EL 16.55
FL 12.10 S
FL 12.10 N
FL 12.48 W 16" STEEL CASING
FL 12.48 E 16" STEEL CASING

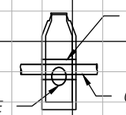
S-21

STA 118+50.00 (12.25 RT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 16.35
FL 12.15 N

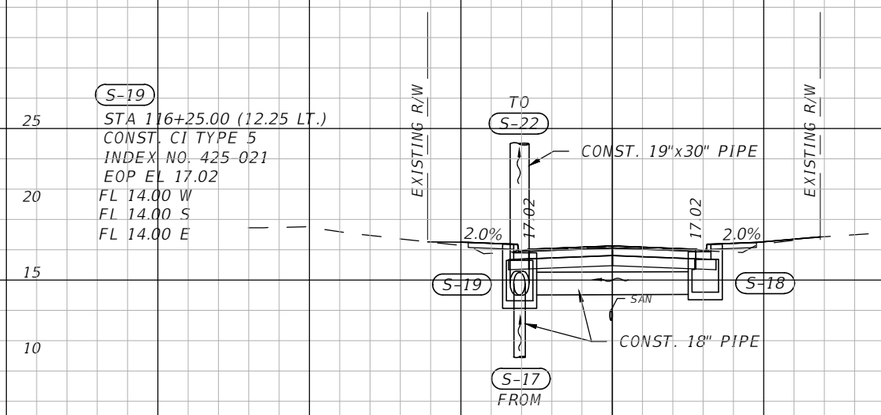
S-22
S-21
S-21A

118+50.00

S-21A
SIDE VIEW



NOTE: ALL COST ASSOCIATED TO SEWER PIPE REPLACEMENT SHALL BE INCLUDED IN CONFLICT STRUCTURE UNIT PRICE



S-19

STA 116+25.00 (12.25 LT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 17.02
FL 14.00 W
FL 14.00 S
FL 14.00 E

S-18

STA 116+25.00 (12.25 RT.)
CONST. CI TYPE 5
INDEX NO. 425-021
EOP EL 17.02
FL 14.05 N

S-19
S-18

116+25.00

1" = 20' Horizontal
1" = 10' Vertical

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Certificate of Authorization No. 29915

HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

DRAINAGE STRUCTURE SECTIONS (4)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 32

Andrew Shields 1/17/2023 6:54:37 AM

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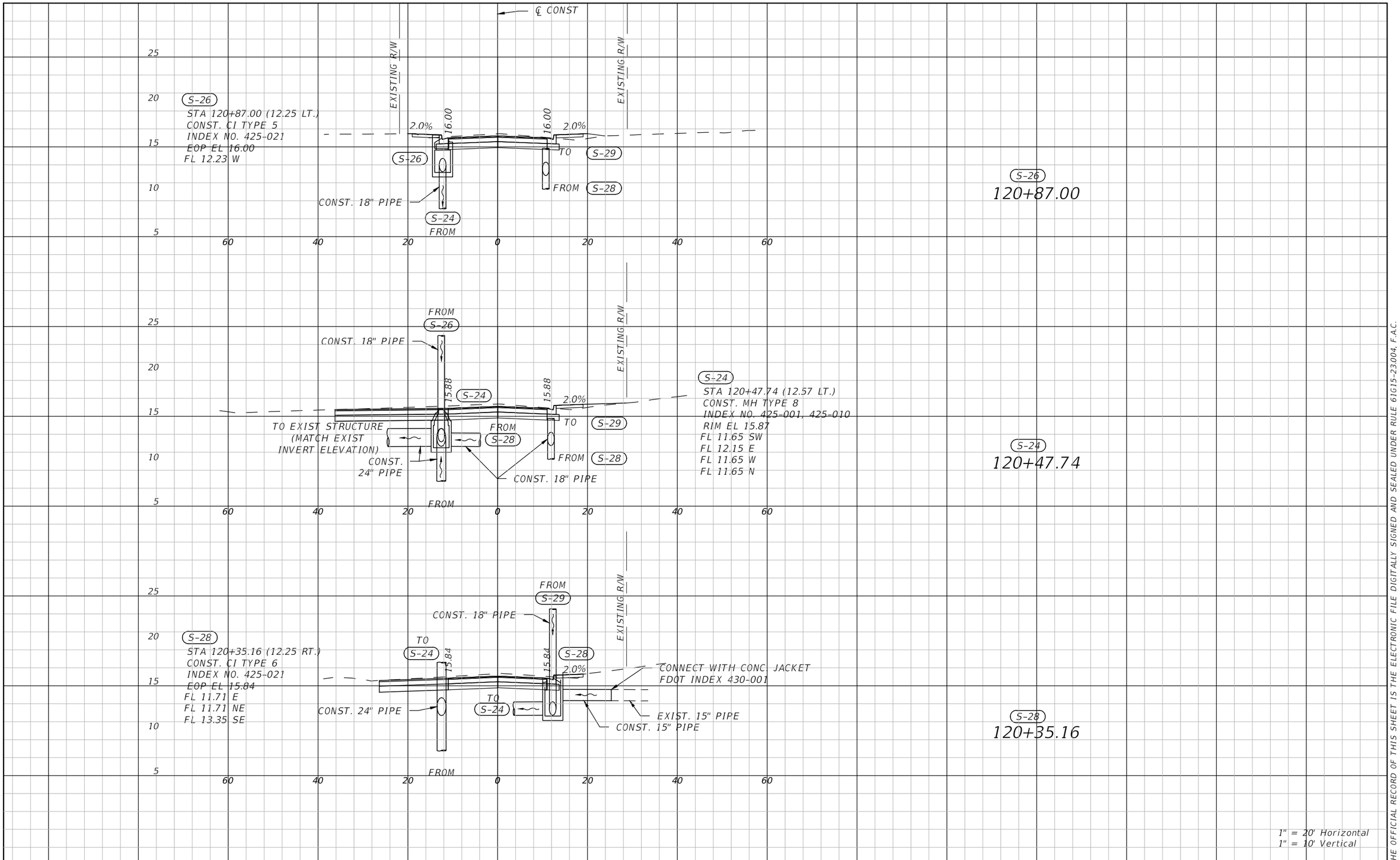

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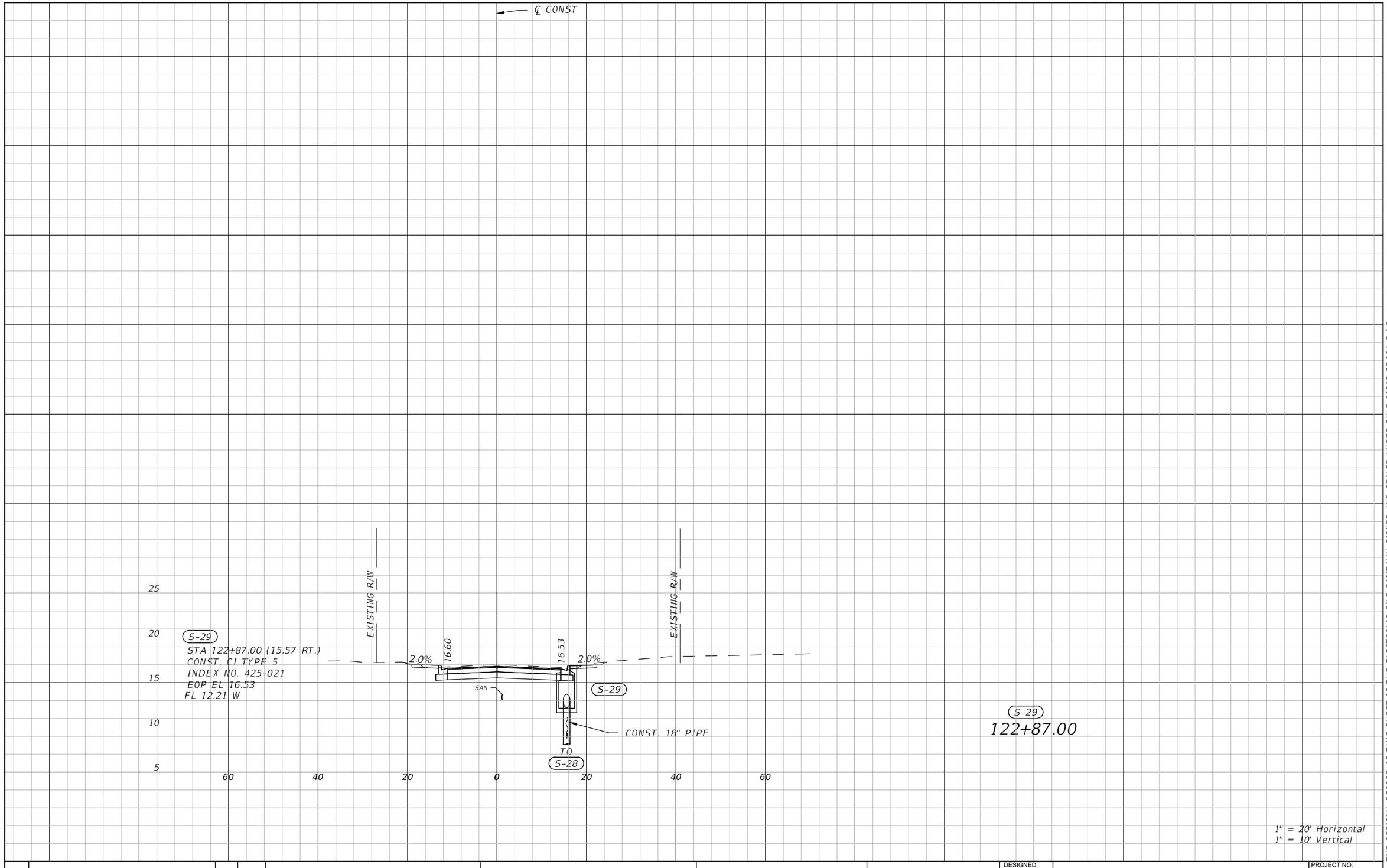
HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

DRAINAGE STRUCTURE SECTIONS (5)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 33



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

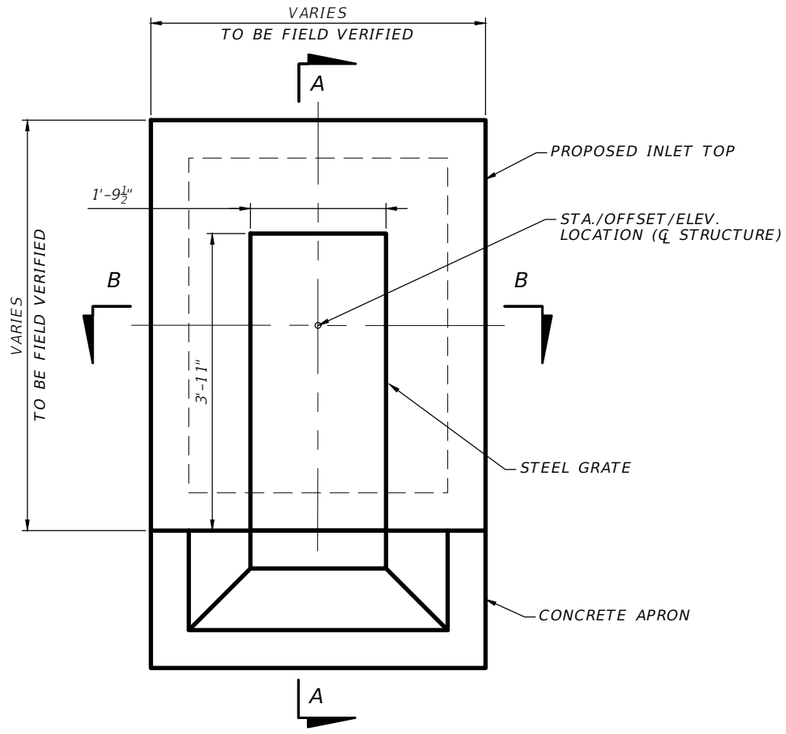
DESIGNED JMR
DRAWN JMR
Q.C. HRF

DRAINAGE STRUCTURE SECTIONS (6)

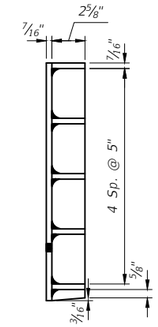
PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 34

Andrew Shields 1/17/2023 6:55:07 AM

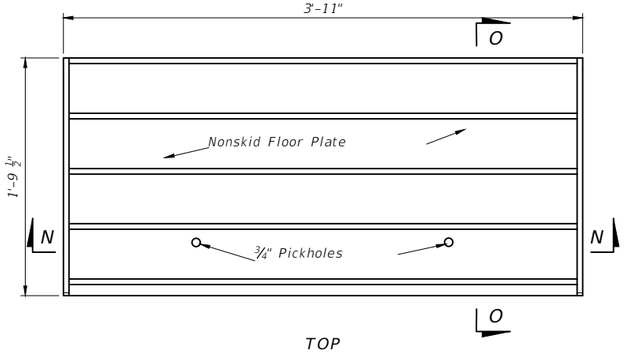
j:\00022\0002281201\acad\dwg\00000000000\Drainage\DRXSRD01.dwg



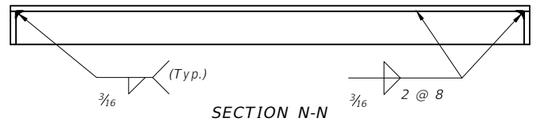
PLAN VIEW
NTS



SECTION O-O

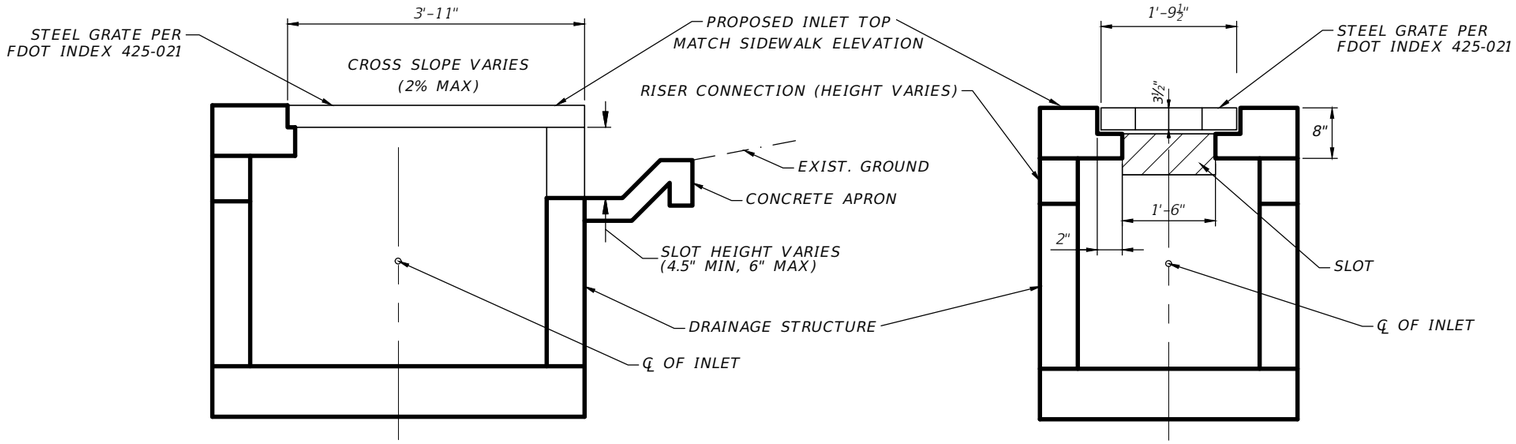


TOP



SECTION N-N

STEEL GRATE DETAILS
FDOT INDEX 425-021



SECTION AA
NTS

SPECIAL INLET TOP DETAIL

SECTION BB
NTS

NOTES: 1. ALL COSTS FOR CONCRETE, DITCH PAVEMENT, GRATE (INCLUDING HARDWARE AND INSTALLATION) ARE TO BE INCLUDED IN THE COST OF THE SPECIAL INLET.

2. ALL STRUCTURAL REINFORCEMENT SHALL COMPLY WITH FDOT INDEX NO. 425-001 AND 425-010.

NO.	DESCRIPTION	BY	DATE
	DESCRIPTION		

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

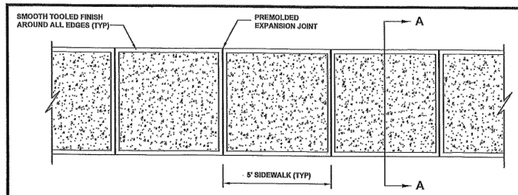
HAMID R. FARAJI
LIC. NO.: 51581
DATE

DESIGNED
DRAWN
Q.C. JH

DRAINAGE DETAILS

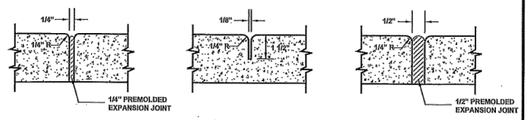
PROJECT NO: 2019-027
DATE: 1/05/2023
SHEET NO: 35

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SECTION A-A

- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- TOOLED DUMMY CONTRACTION JOINTS EVERY 5' (TYPE 'B' JOINTS)
- EXPANSION JOINTS WITH PREMOLDED FILLER AT 100' O/C (TYPE 'C' JOINTS)
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH



TYPE "A" TYPE "B" TYPE "C"

GENERAL CONSTRUCTION NOTES

"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

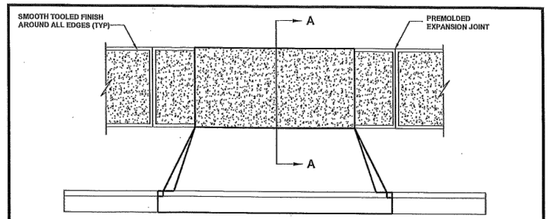
"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.

O:\Engineering C400 Files\Drawings\Reference\City Details\City Details 2018\04 Standard Sidewalk Details.dwg

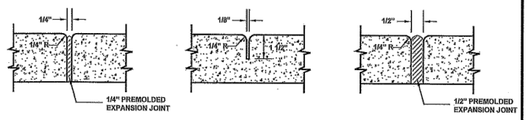
STANDARD SIDEWALK DETAIL	DATE: FEBRUARY 2018	SCALE: N.T.S.	DRAWING: D.SIDEWALK

SHEET 6



SECTION A-A

- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- TOOLED DUMMY CONTRACTION JOINTS EVERY 5' (TYPE 'B' JOINTS)
- EXPANSION JOINTS WITH PREMOLDED FILLER AT 100' O/C (TYPE 'C' JOINTS)
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH



TYPE "A" TYPE "B" TYPE "C"

GENERAL CONSTRUCTION NOTES

"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

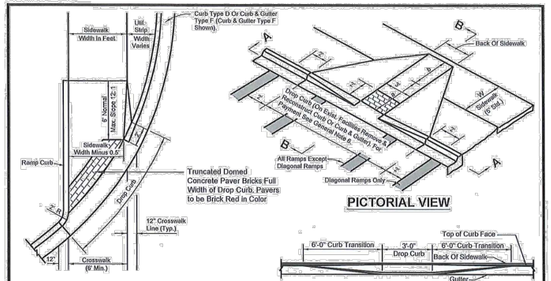
"B" 6' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.

O:\Engineering C400 Files\Drawings\Reference\City Details\City Details 2018\02 Driveway Sidewalk Details.dwg

DRIVEWAY SIDEWALK DETAIL	DATE: FEBRUARY 2018	SCALE: N.T.S.	DRAWING: D.SIDEWALK

SHEET 7



W	a'	W + a + 10'	X	b
5'	0"	5.8'	5.8'	5.0"
5'	6"	6.8'	6.8'	6.0"*
7'	0"	7.8'	7.5'	6.5"*
6'	0"	6.8'	7.2'	6.5"*
5'	2.0"	7.8'	7.8'	5.0'
5'	2.5"	8.3'	8.1'	4.8'
5'	3.0"	8.8'	8.3'	4.4'
5'	3.5"	9.3'	8.4'	4.1'
5'	4.0"	9.8'	8.6'	3.8'
5'	4.5"	10.3'	8.7'	3.4'
5'	5.0"	10.8'	8.9'	3.1'

*b=x-(a+10")

b = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12:1 SLOPE.

CROSSWALK WIDTHS AND CONFIGURATION VARY.

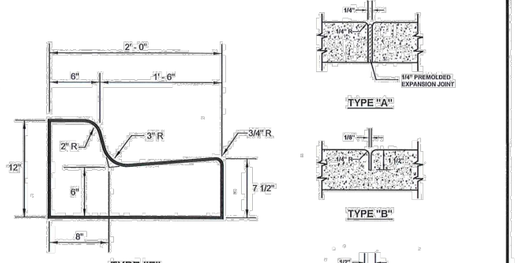
O:\Engineering C400 Files\Drawings\Reference\City Details\City Details 2018\06 Curb Ramps Details.dwg

CURB RAMP DETAIL	DATE: JUNE 2018	SCALE: N.T.S.	DRAWING: D.SIDEWALK

SHEET 8

GENERAL CONSTRUCTION NOTES

- FOR CURB, GUTTER, CURB AND GUTTER AND TRAFFIC SEPARATORS PROVIDE 1/8" - 1/4" CONTRACTION JOINTS AT 10' CENTERS (MAX.). CONTRACTION JOINTS ADJACENT TO CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS, WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS.
- ENDS OF CURBS TYPE B AND D SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3 FEET.
- CONCRETE SHALL BE 3000 P.S.I. WITH FIBERMESH



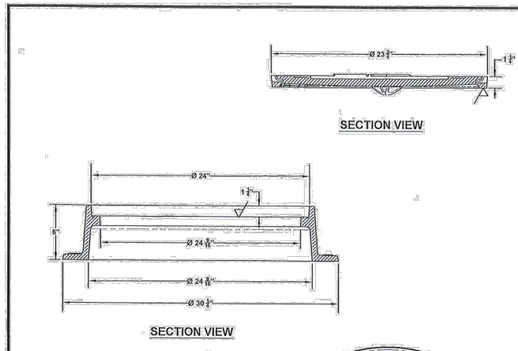
NOTE:

- FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED ON CONCRETE PAVEMENT ONLY.

O:\Engineering C400 Files\Drawings\Reference\City Details\City Details 2018\24 Type F Curb and Gutter Details.dwg

TYPE "F" CURB AND GUTTER DETAILS	DATE: FEBRUARY 2020	SCALE: N.T.S.	DRAWING: D.SIDEWALK

SHEET 24



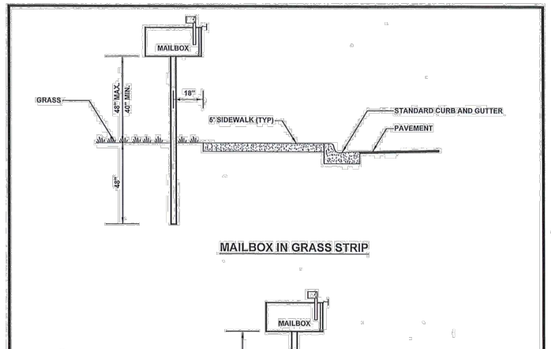
GENERAL NOTES

- MATERIAL: GRAY CAST IRON ASTM-A48 CLASS 35B
- LOAD CLASSIFICATION: HEAVY DUTY

O:\Engineering C400 Files\Drawings\Reference\City Details\City Details 2018\000 Manhole Cover Detail.dwg

MANHOLE COVER DETAIL	DATE: APRIL 2022	SCALE: N.T.S.	DRAWING: D.SIDEWALK

SHEET ?

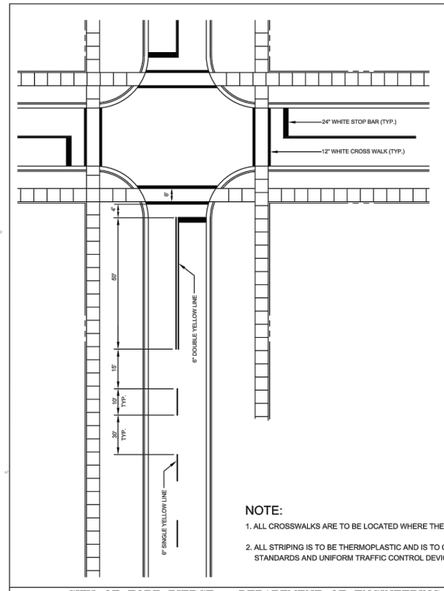


- THE CITY WILL NOT BE RESPONSIBLE FOR DAMAGE TO MAILBOX.
- MAILBOX POSTS ARE TO BE OF A MATERIAL WHICH WILL READILY (BREAK AWAY) IN THE EVENT OF AN ACCIDENT (I.E. 4" X 4" WOOD OR 2" METAL PIPE).
- THE USE OF RAILROAD TIES, BRICK, OR MASONRY IS PROHIBITED IN THE CONSTRUCTION OF MAILBOXES BECAUSE OF THE INCREASED DANGER OF SERIOUS INJURY IF STRUCK BY A VEHICLE.
- PLEASE HAVE ALL UTILITIES LOCATED IN THE AREA PRIOR TO DIGGING. (IE. WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE T.V.)

O:\Engineering C400 Files\Drawings\Reference\City Details\City Details 2018\000 Typical Mailbox Installation Detail.dwg

TYPICAL MAILBOX INSTALLATION DETAIL	DATE: APRIL 2019	SCALE: N.T.S.	DRAWING: D.SIDEWALK

SHEET ?



NOTE:

1. ALL CROSSWALKS ARE TO BE LOCATED WHERE THERE IS SIDEWALK ONLY.
2. ALL STRIPING IS TO BE THERMOPLASTIC AND IS TO CONFORM TO F.D.O.T. STANDARDS AND UNIFORM TRAFFIC CONTROL DEVICES.

CITY OF FORT PIERCE ● DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPICAL STREET STRIPING DETAIL	REVISIONS	
SCALE: N.T.S. ISSUED DECEMBER 2000	SHEET No.	STP 01

NO.		DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM DATE
LIC. NO.: 62449

DESIGNED AWS
DRAWN AWS
Q.C. JH

SPECIAL DETAIL

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 36

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE OF SURVEY: OCTOBER 2021
SURVEY MADE BY: TIERRA SOUTH FLORIDA, INC.
SUBMITTED BY: TIERRA SOUTH FLORIDA, INC.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DISTRICT:
ROAD NO.:
COUNTY: MARTIN

PROJECT NAME: OHIO AVE FROM 11TH STREET TO US 1

ID: 7111-21-409

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA.: 100+00 SURVEY ENDS STA.: 123+00

REFERENCE: OHIO AVE BASELINE

	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)					CORROSION TEST RESULTS				
STRATUM NO.	NO.OF TESTS	% ORGANIC	NO.OF TESTS	% MOISTURE	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO.OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP	DESCRIPTION	NO.OF TESTS	RESISTIVITY ohms-cm	CHLORIDE ppm	SULFATES ppm	pH
1	-	-	-	-	-	-	-	-	-	-	-	-	-	A-8	TOPSOIL	-	-	-	-	-
2	-	-	3	3.9 - 18.2	3	100	80 - 84	36 - 39	13 - 15	1 - 3	-	-	-	A-3	GRAY TO LIGHT BROWN TO BROWN SAND	3	19,500-29,000	30	0.000	7.86 - 8.51
3	1	0.4	2	7.3 - 20.0	2	100	68 - 81	16 - 40	7 - 16	2 - 3	-	-	-	A-3	DARK BROWN SAND WITH TRACE ORGANICS	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ASPHALT	-	-	-	-	-
5	-	-	2	8.4 - 11.4	2	51-61	40 - 41	26 - 33	16 - 25	10 - 21	-	-	-	A-1-b	LIMEROCK BASE	-	-	-	-	-
6	-	-	-	-	-	-	-	-	-	-	-	-	-	A-3	GRAY TO LIGHT BROWN SAND WITH LIMEROCK	-	-	-	-	-
7	3	4.2 - 5.9	3	17.4 - 36.1	3	100	85 - 86	41 - 50	21 - 27	11 - 15	-	-	-	A-3, A-8	DARK BROWN SAND WITH ORGANICS AND SILT	-	-	-	-	-

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING.
▽ - WATER TABLE ENCOUNTERED
GNE - GROUNDWATER NOT ENCOUNTERED
NP - NON PLASTIC

1. STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH BORING LOCATION ONLY. ANY SUBSOIL CONNECTING LINES SHOWN ARE FOR ESTIMATING EARTHWORK ONLY AND DO NOT INDICATE ACTUAL STRATUM LIMITS. SUBSURFACE VARIATIONS BETWEEN BORING SHOULD BE ANTICIPATED AS INDICATED IN STANTRARD SPECIFIFCATIONS SECTION 2-4. FOR FURTHER DETAILS SEE SECTION 120-3.

2. GROUNDWATER LEVEL SHOWN AS (▽) WHERE ENCOUNTERED, GROUNDWATER NOT ENCOUNTERED SHOWN AS "GNE". IF ESTIMATED AT OR ABOVE THE BOTTOM OF BORING PROFILE ELEVATION.

3. REMOVAL OF MUCK AND PLASTIC MATERIAL OCCURRING WITHIN THE ROADWAY SHALL BE ACCOMPLISED IN ACCORDANCE WITH STANDARD PLANS INDEX 120-002, UNLESS OTHERWISE SHOWN ON THE PLANS. THE MATERIAL UTILIZED IN EMBANKMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD PLANS INDEX 120-001.

4. SOIL ANALYSIS INCLUDEDS DATA FROM ROADWAY AREAS AND RAMP AREAS, AS NOTED IN LIMITS ABOVE.

5. THE SYMBOL "-" REPRESENTS AN UNMEASURED PARAMETER.

6. STRATUM 1 CONSISTS OF TOPSOIL (A-8) AND SHOULD BE STRIPPED FROM THE PROPOSED WIDENING AND NEW PAVEMENT AREAS IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 120-EXCAVATION AND EMBANKMENT.

7. STRATUM 2 CONSISTS OF GRAY TO LIGHT BROWN TO BROWN SAND (A-3). THESE MATERIALS APPEAR TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001.

8. STRATUM 3 CONSISTS OFDARK BROWN SAND WITH TRACE ORGANICS (A-3). THESE MATERIALS APPEAR TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001.

9. STRATUM 4 CONSISTS OFASPHALT. STRATUM NUMBER ASSIGNED FOR PURPOSE OF PROFILES.

10. STRATUM 5 CONSISTS OFLIMEROCK BASE (A-1-b). THESE MATERIALS APPEAR TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001.

11. STRATUM 6 CONSISTS OFGRAY TO LIGHT BROWN SAND WITH LIMEROCK. THESE MATERIALS APPEAR TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001.

12. STRATUM 7 CONSISTS OF DARK BROWN SAND WITH ORGANICS AND SILT (A-2-4, A-8). THE ORGANIC CONTENT SOIL IS GENERALLY LESS THAN 6 INCHES IN THICKNESS, AND LESS THAN 6% ORGANIC CONTENT. THIS MATERIAL APPEARS TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT SUPPORT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. IT MAY BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION AND SHOULD BE USED ACCORDING TO STANDARD PLANS INDEX 120-001. IT MAY BE USED IN THE SUBGRADE PORTION OF THE ROADBED WHEN APPROVED BY THE COUNTY MATERIALS ENGINEER. MATERIAL PLACED BELOW THE EXISTING WATER LEVEL MUST BE NON-PLASTIC AND CONTAIN LESS THAN 15% PASSING THE NO . 200 U.S. STANDARD SIEVE. STRATUM 7 WAS OBSERVED IN THE SOILS AT THE FOLLOWING THREE LOCATIONS: 1.) AB-03, STA. 103+11, 22 FT LT, 2 FT TO 4FT. 2.) AB-16, STA. 124+81, 16 FT RT, 4 FT TO 6 FT. 3.) AB-17, STA. 118+88, 27 FT LT, 2 FT TO 4 FT. IF THIS MATERIAL IS ENCOUNTERED AT OTHER LOCATIONS, IT SHOULD BE REVIEWED BY THE ENGINEER FOR OGANIC CONTENT BEFORE RE-USE ON THE SITE, OR FOR BEDDING MATERIALS FOR ANY DRAINAGE ITEMS OR UTILITIES.

13. ALPHA SUFFIX ADJACENT TO THE STRATUM NUMBERS ON THE PROFILES REPRESENT ADDITIONAL NOTES OF MATERIALS AS FOLLOWS: A - WITH SHELL.

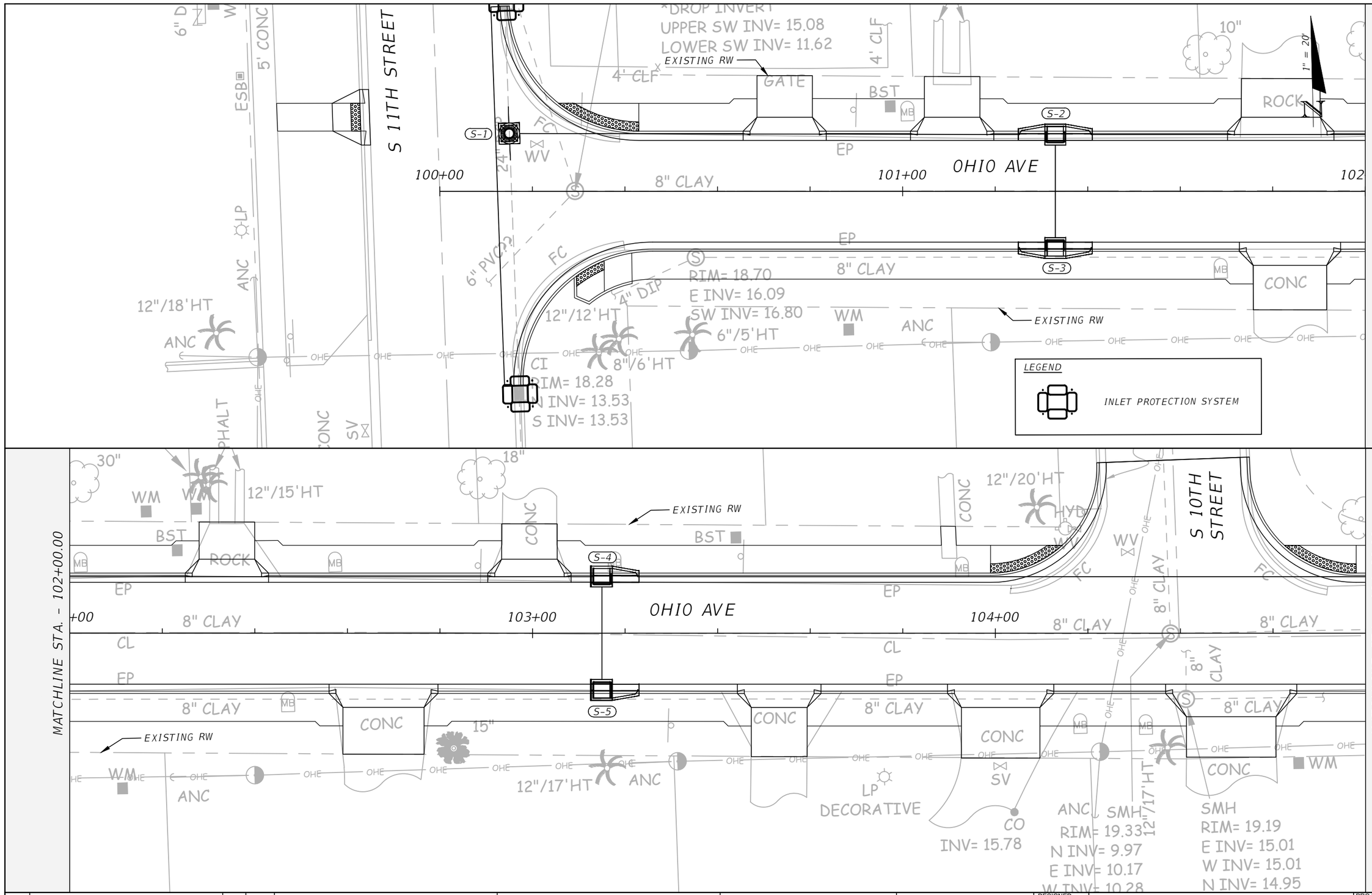
DRAWN BY: NG
CHECKED BY: KV
APPROVED BY: HB
DATE: 1/5/2022
ENGINEER OF RECORD: HARMON BENNETT, P.E.
FLORIDA LICENSE NO.: 53130

TIERRA SOUTH FLORIDA
2765 VISTA PARKWAY, S-10
WEST PALM BEACH, FL 33411

SCALE: NTS
PROJECT NUMBER: 7111-21-409

ROADWAY SOIL SURVEY
OHIO AVENUE
FORT PIERCE, FLORIDA

Sheet: 37



NO.		DESCRIPTION	BY	DATE

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Certificate of Authorization No. 29915

HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

EROSION CONTROL PLAN (1)

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 38

Andrew Shields 1/20/2023 5:15:41 PM

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MATCHLINE STA. - 104+80.00

EXISTING RW

12"

CONC

WM

14"

4" ORC

5" ACAC

13"/28'HT

15"/30'HT

CONC

12"/12'HT

ESB

LP

RA

1" = 20'

N

S-6

MB

LP ESB

5' CONC WALK

EP

0HI0 AVE

105+00

106+00

8" CLAY

FC

WV

1' HC

BC

BP

107+00

MEDIAN

RA

LM

CBS WAL

1.42' WID

CL

EP

EP

FC

VC

6" PVC

CONC

5' CONC WALK

S-7

OHE

ANC

CO

LP

ESB

PAVER

RA

EXISTING RW

WM

15"/15'HT

13"/15'HT

4' WD/F

13"/22'HT

CO

RIM= 20.53

INV= 17.13

CONC

CO

RIM= 20.38

INV= 14.31

BC

LM

LEGEND

INLET PROTECTION SYSTEM

MATCHLINE STA. - 107+60.00

BC

1' HC

GA

ESB

LP

BP

10"/14'HT

TRANS

FPL

EXISTING RW

5' CONC WALK

FC

VC

108+00

BC

BPM

8" CLAY

109+00

0HIO AVE

110+00

RIM= 20.92

E INV= 11.19

W INV= 11.06

WV

CL

MATCHLINE STA. - 110+40.00

9"/16'HT

CO

RIM= 21.37

INV= 18.65

ANC

5"

6"

CONC

WM

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

EROSION CONTROL PLAN (2)

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 39

Andrew Shields 1/20/2023 5:15:47 PM

J:\00022\0002281201\acad\dwg\00000000000\Roadway\ER0S.dwg

MATCHLINE STA. - 110+40.00

RIM= 18.27
E INV= 15.32
CONC
4' CONC WALK
COLONIAL ROAD
15" RCP
1" = 20'
N
4' CONC WALK
ARECA PALM CLUSTER
3' WD/F
OHE
EXISTING RW
S-13
S-14
FC
RIM= 20.40
E INV= 11.63
W INV= 11.56
WV
OHIO AVE
8" CLAY
CL
111+00
112+00
113+00
15" RCP
8" PVC
4"CO
INV= 18.63
VC
S-11
S-12
S 8TH STREET
CO
4" CO
INV= 18.65
7"
4"
PAVER WALL
0.3' WIDE
RIM= 18.87
RIM= 18.67
NE INV= 15.83
S INV= 16.62
ASPHALT
RIM= 18.46
E INV= 14.56

MATCHLINE STA. - 113+20.00

W INV= 14.16
S INV= 14.36
SE INV= 12.25
S INV= 12.25
CONC
CBS WALL
0.67' WIDE
CS/FPL
28"
13"
14"
12"
15"
20"
18"
S-17
S-16
S-15
15" RCP
FC
VC
WV
OHIO AVE
8" CLAY
114+00
115+00
116
8" RCP
WM
EXISTING RW
RIM= 17.72
N INV= 14.96
COLONIAL ROAD
CL
ANC
RIM= 19.39
NW INV= 17.19
W INV= 17.09
S INV= 17.06
12"/20'HT
MB
OHE

MATCHLINE STA. - 116+00.00

LEGEND
INLET PROTECTION SYSTEM

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HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

EROSION CONTROL PLAN (3)

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 40

Andrew Shields 1/20/2023 5:15:51 PM J:\00022\0002281201\acad\dwg\00000000000\Roadway\ER05.dwg

MATCHLINE STA. - 116+00.00

MAYFLOWER ROAD

12"/18'HT

RIM= 16.59
SE INV= 14.02

HYD

WV

S-19

5" RCP

+00

8" CLAY

OHE

CL

8" CLAY

RIM= 17.08
E INV= 12.47
W INV= 12.39
N INV= 12.36

S-18

VC

FC

WM

WM

EXISTING RW

8"/8'HT

RIM= 16.37

4' CONC WALK

4"

4"

CONC

4' CONC WALK

EXISTING RW

MB

FC

VC

WV

117+00

RIM= 16.64
E INV= 13.47
W INV= 13.54
S INV= 13.69

8" CLAY

15" RCP

8" CLAY

RIM= 16.75
W INV= 12.84
E INV= 12.66
S INV= 12.76

6' WD/F

CONC

6' WD/F

13"

GATE

6' WD/F

WV

WV

CONC

S-22

FC

VC

15" RCP

OHIO AVE

118+00

CL

8" CLAY

FC

VC

VC

S-21

WM

OHE

MAYFLOWER ROAD

CONC

3'

3'

2' CON

1" = 20'

N

MATCHLINE STA. - 118+80.00

CBS WALL
0.67' WIDE

17"

17"

CO

LEGEND

INLET PROTECTION SYSTEM

WM

CONC

S INV= 14.66

CO

GV

CL

12" RCP

15" RCP

13"

4" CONC

16"

20"

CONC

CONC

4" CO
S INV= 14.48

CO

SV

HYD

WM

WM

EXISTING RW

WV

S-23

S-24

S-26

FC

VC

FC

VC

15" RCP

WV

FC

VC

6" PVC

6" PVC

119+00

120+00

121+00

OHIO AVE

CL

8" CLAY

CL

RIM= 16.31
SE INV= 13.40
W INV= 13.12

8" CLAY

12" RCP

VC

FC

VC

S-28

FC

MB

CONC

OHE

CONC

WM

CONC

6"

12"/18'HT

EXISTING RW

CONC

15" RCP

ASPHALT

CS/ATT

4' CLF END

C

RIM= 15.80
N INV= 13.00

MATCHLINE STA. - 121+60.00

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED
DRAWN JMR
Q.C. JMR
HRF

EROSION CONTROL PLAN (4)

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 41

Andrew Shields 1/20/2023 5:15:56 PM

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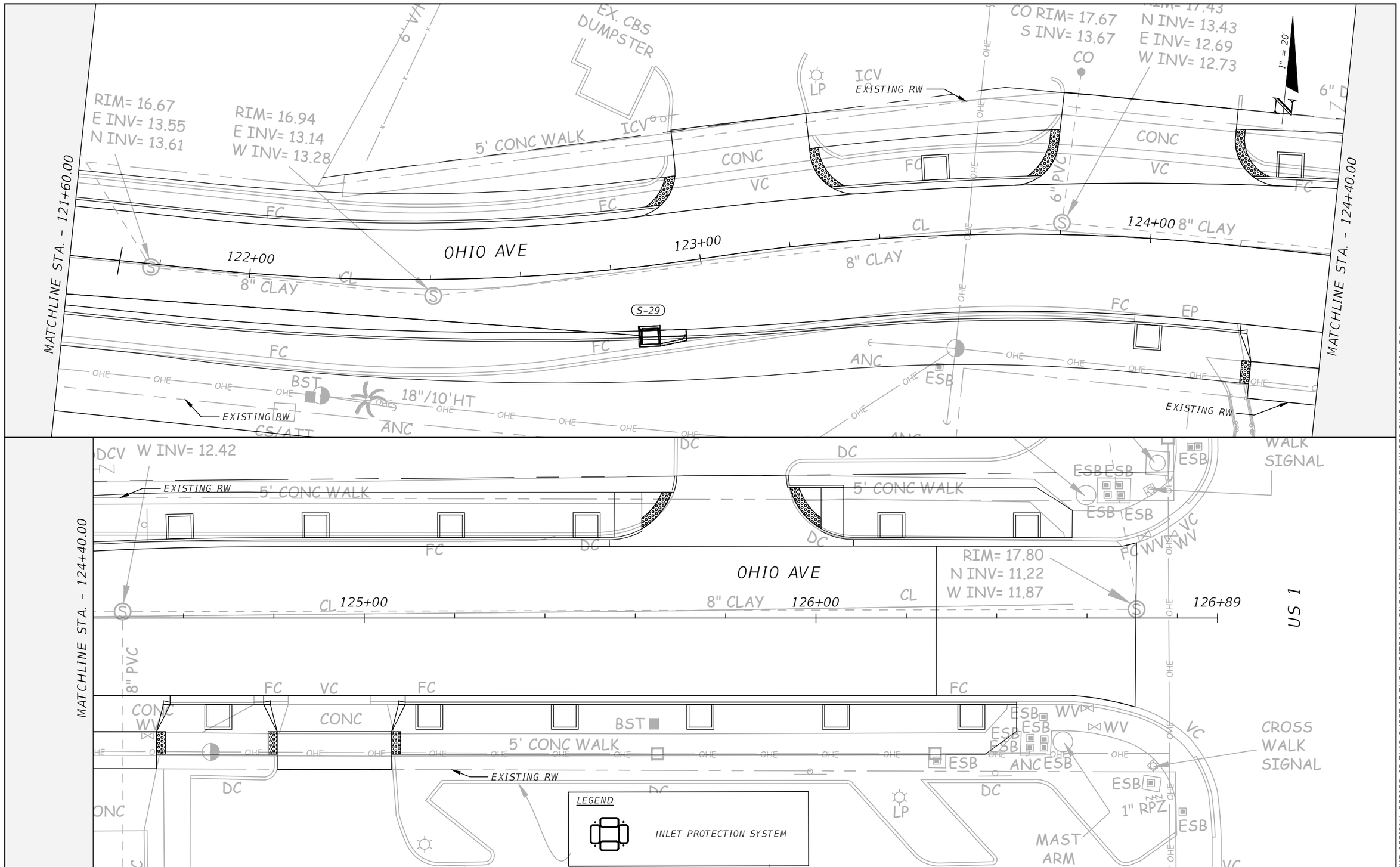

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

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Certificate of Authorization No. 29915

HAMID R. FARAJI, P.E. DATE
LIC. NO.: 51581

DESIGNED JMR
DRAWN JMR
Q.C. HRF

EROSION CONTROL PLAN (5)

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: 42

Andrew Shields 1/20/2023 5:16:00 PM

J:\00022\0002281201\acad\dwg\00000000000\Roadway\ER05.dwg

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MOT GENERAL NOTES

1. REGULATORY SPEED ALONG OHIO AVE IS 25 MPH.

2. THE COST OF MAINTENANCE OF TRAFFIC OPERATIONS SHALL BE INCLUDED UNDER THE LUMP SUM PAY ITEM FOR MAINTENANCE OF TRAFFIC, UNLESS A SEPARATE PAY ITEM IS PROVIDED.

3. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE MOVEMENT OF PEDESTRIANS AND VEHICLES THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING DELIVERIES AND DROP-OFFS IN WORK ZONES.

4. ACCESS SHALL BE CONTINUOUSLY MAINTAINED AT ALL SIDE STREETS AND DRIVEWAYS FOR THE DURATION OF THE PROJECT, UNLESS PREVIOUSLY APPROVED BY THE CITY.

5. DURING PERIODS OF LANE CLOSURES, THE CONTRACTOR SHALL PROVIDE AN FDOT CERTIFIED WORK SITE TRAFFIC SUPERVISOR FOR THE INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES (E.G. BARRICADES, SIGNS, ARROW PANELS, ETC.) AS OUTLINED IN THE FDOT STANDARD SPECIFICATIONS AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.

6. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO RESTRICT OR REMOVE LANE CLOSURE OR CHANNELIZATION. UNDER THESE CONDITIONS, THE CONTRACTOR SHALL RESPOND AND PROVIDE ADJUSTMENTS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL ALSO RESPOND WITHIN THE CONSTRAINTS OUTLINED IN THE STANDARD SPECIFICATIONS UPON NOTIFICATION BY THE ENGINEER OF ANY REQUESTS FOR CORRECTION, IMPROVEMENT, OR MODIFICATION TO THE TRAFFIC CONTROL PLAN AND/OR DEVICES. THE COST OF THIS
SERVICE AND THE MAINTENANCE OF THE TEMPORARY PAVEMENT SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR MAINTENANCE OF TRAFFIC.

7. TEMPORARY PAVEMENT SHALL CONSIST OF 1" STRUCTURAL COURSE TYPE SP OVER OPTIONAL BASE GROUP 4 OVER A COMPACTED SUBGRADE. THE COST OF THIS SERVICE AND THE MAINTENANCE OF THE TEMPORARY PAVEMENT SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR MAINTENANCE OF TRAFFIC.

8. IF FDOT STANDARD INDEXES CANNOT BE USED FOR MAINTAINING TRAFFIC THEN THE CONTRACTOR SHALL PROVIDE A DETAILED MAINTENANCE OF TRAFFIC PLAN, SING AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER (WITH ADVANCED FDOT MOT CERTIFICATION) FOR REVIEW PRIOR TO IMPLEMENTATION OF THE MAINTENANCE OF TRAFFIC PLAN FOR EACH PHASE OF CONSTRUCTION MOT PLAN SHALL BE DESIGNED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST EDITION) AS WELL AS THE FDOT 102 STANDARD INDEXES AS AMENDED BY THE SPECIFICATIONS FOR THIS PROJECT THE PLAN SHALL BE SUBMITTED WITHIN 30 DAYS AFTER CONTRACT AWARD. THE SEQUENCE OF CONSTRUCTION AND METHODS DESCRIBED IN THIS PLAN SET IS A SUGGESTED MAINTENANCE OF TRAFFIC SCHEME.

9. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN FOUR PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) FOR A PERIOD OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION NOTIFYING THE PUBLIC OF THE CONSTRUCTION START DATE. THE PCMS WILL BE LOCATED AT BEGINNING AND END OF PROJECT AND ON EITHER SIDE OF THE ROUNDABOUT

MESSAGE #1	ROAD CONST.	MESSAGE #2	TO BEGIN XX/XX/XX

10. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN FOUR PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) FOR A PERIOD OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION NOTIFYING THE PUBLIC OF THE CONSTRUCTION START DATE. THE PCMS WILL BE LOCATED AT BEGINNING AND END OF PROJECT AND ON EITHER SIDE OF THE ROUNDABOUT

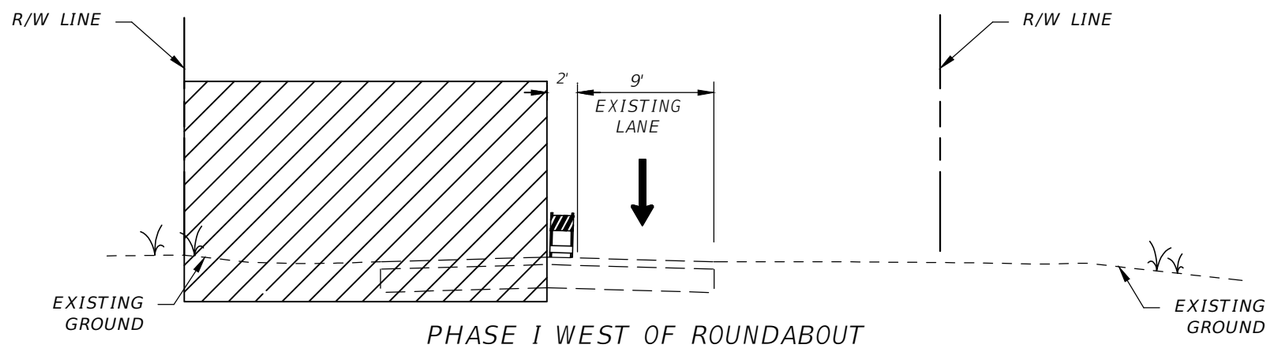
MESSAGE #1	WEST_BND TRAFFIC ONLY	MESSAGE #2	EAST_BND USE ALT ROUTE

CONSTRUCTION PHASING NOTES

PHASE I

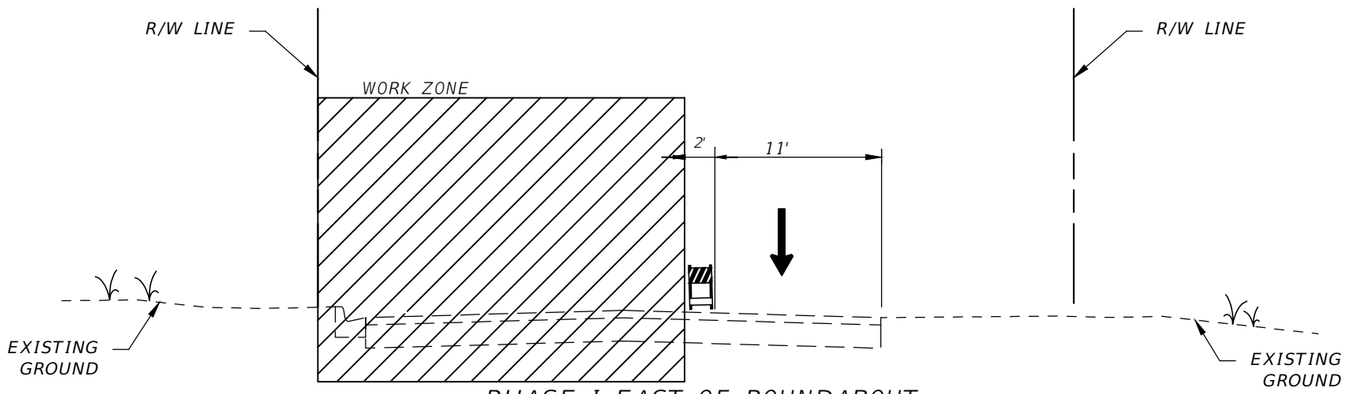
PHASE I OPERATIONS ARE TO CONSTRUCT THE NORTH SIDE OF THE ROAD
USING ONE LANE – ONE WAY HEADING TO THE EAST

1. INSTALL ADVANCE WARNING SIGNS AND TRAFFIC CONTROL DEVICES WITH REFERENCE TO FDOT INDEX NO. 102–600.
2. INSTALL USING SIGNS AND TRAFFIC CONTROL DEVICES TO FACILITATE ONE LANE ONE WAY OPERATIONS
3. SHIFT TRAFFIC AND CHANNELIZING DEVICES FOR PHASE ONE CONSTRUCTION
4. CONSTRUCT PROPOSED WESTBOUND TRAVEL LANE, SIDEWALK, SIDE STREETS/DRIVEWAYS, DRAINAGE STRUCTURES AND PIPES ON THE NORTH SIDE OF OHIO AVE ALONG WITH PARTIAL LATERAL CROSSINGS



PHASE I WEST OF ROUNDABOUT

STA 100+14.48 TO STA 106+34.67
STA 109+16.58 TO STA 124+79.03



PHASE I EAST OF ROUNDABOUT

STA 124+79.03 TO STA 126+26.73

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THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

TRAFFIC CONTROL NOTES AND TYPICAL SECTIONS (1)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 43

Andrew Shields 1/17/2023 6:56:45 AM

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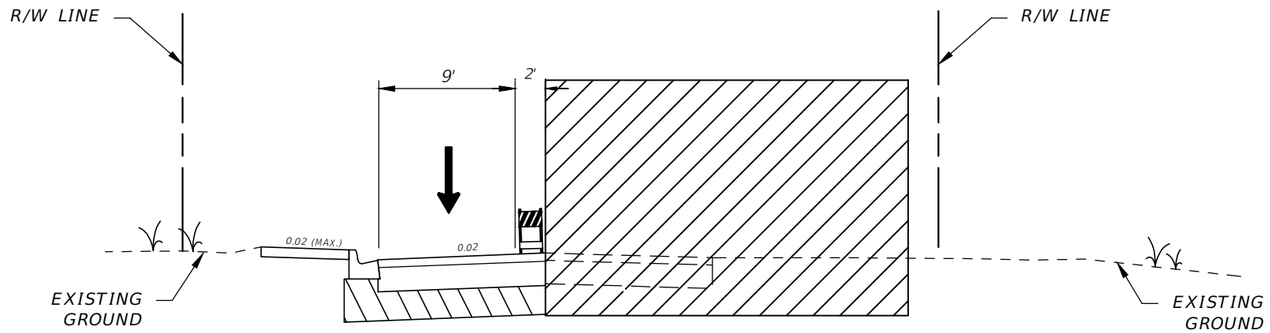
PHASE II

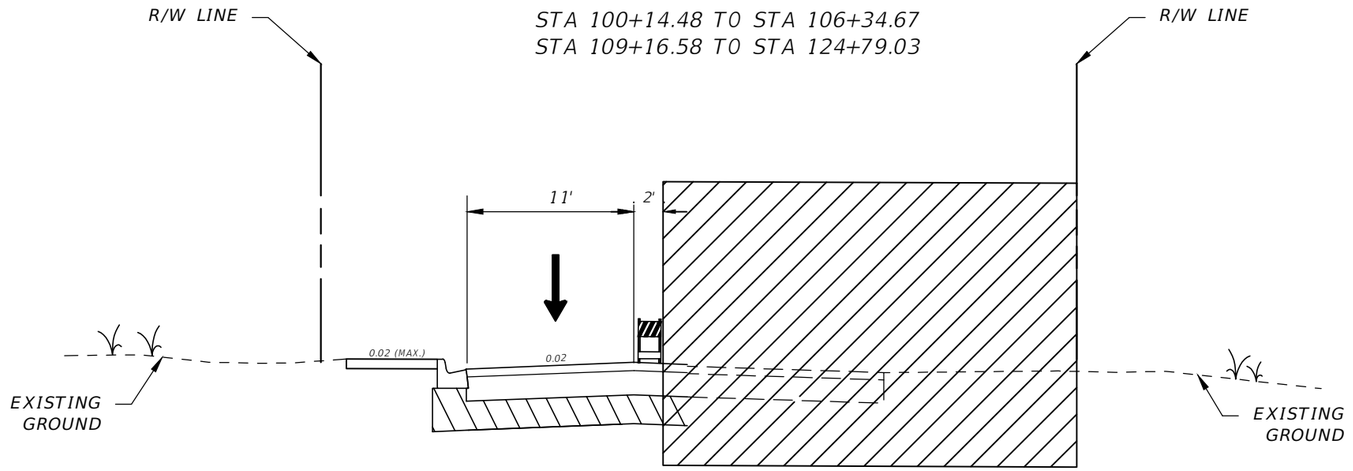
PHASE II OPERATIONS ARE TO CONSTRUCT THE SOUTH SIDE OF THE ROAD USING ONE LANE – ONE WAY HEADING TO THE EAST

1. INSTALL ADVANCE WARNING SIGNS AND TRAFFIC CONTROL DEVICES WITH REFERENCE TO FDOT INDEX NO. 102–600.
2. INSTALL USING SIGNS AND TRAFFIC CONTROL DEVICES TO FACILITATE ONE LANE ONE WAY OPERATIONS
3. SHIFT TRAFFIC AND CHANNELIZING DEVICES FOR PHASE THREE CONSTRUCTION
4. CONSTRUCT PROPOSED EASTBOUND TRAVEL LANE, SIDEWALK, SIDE STREETS/DRIVEWAYS, DRAINAGE STRUCTURES AND PIPES ON THE SOUTH SIDE OF OHIO AVE ALONG WITH PARTIAL LATERAL CROSSINGS



PHASE II WEST OF THE ROUNDABOUT

STA 100+14.48 TO STA 106+34.67
STA 109+16.58 TO STA 124+79.03



PHASE II EAST OF ROUNDABOUT

STA 124+79.03 TO STA 126+26.73

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

TRAFFIC CONTROL NOTES AND TYPICAL SECTIONS (2)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 44

Andrew Shields 1/17/2023 6:56:50 AM j:\00022\0002281201\acad\dwg\00000000000\Roadway\TCTYRD01.dwg

S 11TH STREET

OHIO AVE

W16-7PL
30"x18"
S1-1
36"x36"
1 AS 700-1-11

S1-1
36"x36"
W16-7PL
30"x18"
700-1-11 1 AS

OHIO AV
S 11TH ST
STOP
REMOVE EXIST.
STOP/STREET
NAME SIGN
700-1-60 1 AS

OHIO AV
S 11TH ST
STOP
R1-1
30"x30"
700-1-11 1 AS

S5-1
24"x48"
SCHOOL
SPEED LIMIT 20
WHEN FLASHING
700-1-11 1 AS

SCHOOL
SPEED LIMIT 20
WHEN FLASHING
REMOVE EXIST.
SCHOOL SIGN
700-1-60 1 AS

6' SIDEWALK

12" WHITE

24" WHITE

12" WHITE

100+00

101+00

102

6' SIDEWALK

6" DOUBLE YELLOW (50')
W- Y/Y RPM'S @ 40'

6" YELLOW (10'-30' SKIP)
W- Y/Y RPM'S @ 40'

MATCHLINE STA. - 102+00.00

1" = 20'

NOTES:
1. ALL STRIPING SHALL BE THERMOPLASTIC.
2. SIGNS S1-1, W16-7PL AND UPPER PANEL (SCHOOL) OF S5-1 SHALL BE FLUORESCENT YELLOW GREEN IN COLOR.
3. ALL STREET NAME SIGNS SHALL INCLUDE CITY OF FORT PIERCE LOGO AND BLOCK NUMBERS.

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OHIO AVENUE ROADWAY IMPROVEMENTS

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JASON Y. YAM DATE
LIC. NO.: 62449

DESIGNED
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (1)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 45

Andrew Shields 1/17/2023 7:03:11 AM j:\00022\0002281201\acad\dwg\00000000000\Signing\PLANSP01.dwg

MATCHLINE STA. - 102+00.00

MATCHLINE STA. - 104+80.00

1" = 20'

R2-1
24"x30"

SPEED LIMIT 25

1 AS 700-1-11

REMOVE EXIST.
SCHOOL SIGN
700-1-60 1 AS

REMOVE EXIST.
SPEED LIMIT SIGN
700-1-60 1 AS

S 10TH ST
STOP
OHIO AV

R1-1
30"x30"
1 AS 700-1-11

REMOVE EXIST.
STOP/STREET NAME SIGN
1 AS 700-1-60

S 10TH STREET

MATCH EXIST.

6" DOUBLE YELLOW
W- Y/Y RPM'S @ 40'

24" WHITE

12" WHITE

6' SIDEWALK

12"/7'HT

30"

18"

14"

12"/20'HT

12"/15'HT

OHIO AVE

+00

103+00

104+00

15"

6' SIDEWALK

6" YELLOW (10'-30' SKIP)
W- Y/Y RPM'S @ 40'

12"/17'HT

NOTES:

1. ALL STRIPING SHALL BE THERMOPLASTIC.
2. ALL STREET NAME SIGNS SHALL INCLUDE CITY OF FORT PIERCE LOGO AND BLOCK NUMBERS.

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (2)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 46

Andrew Shields 1/17/2023 7:03:18 AM j:\00022\0002281201\acad\dwg\00000000000\Signing\PLANSP01.dwg

MATCHLINE STA. - 104+80.00

6' SIDEWALK

6" DOUBLE YELLOW (50')
W-Y/Y RPM'S @ 40'

ARECA PALM CLUSTER

OHIO AVE

MATCH EXIST.

105+00

106+00

107+00

8' DIAMETER

1" = 20'

6' SIDEWALK

6" YELLOW (10'-30' SKIP)
W- Y/Y RPM'S @ 40'

1 AS 700-1-11

W16-12P
24"x18"

W2-6
30"x30"

TRAFFIC CIRCLE

700-1-60 1 AS
REMOVE EXIST.
ROUNDABOUT/TRAFFIC
CIRCLE SIGN

NOTE:
ALL STRIPING SHALL BE THERMOPLASTIC.

MATCHLINE STA. - 107+60.00

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (3)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 47

Andrew Shields 1/17/2023 7:03:28 AM

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NO.		DESCRIPTION	BY	DATE

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JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (4)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 48

Andrew Shields 1/17/2023 7:03:38 AM

j:\00022\0002281201\acad\dwg\00000000000\Signing\PLANSP01.dwg

MATCHLINE STA. - 110+40.00

6' SIDEWALK

OHIO AVE

111+00

112+00

113+00

12" WHITE

24" WHITE

6" DOUBLE YELLOW
W- Y/Y RPM'S @ 40'

S 8TH STREET

700-1-11 1 AS
OHIO AV
S 8TH ST
STOP
R1-1
30"x30"

700-1-60 1 AS
REMOVE EXIST.
STOP/STREET
NAME SIGN
OHIO AV
S 8TH ST
STOP

NOTES:
1. ALL STRIPING SHALL BE THERMOPLASTIC.
2. ALL STREET NAME SIGNS SHALL INCLUDE CITY OF FORT PIERCE LOGO AND BLOCK NUMBERS.

COLONIAL RD
STOP
OHIO AV
REMOVE EXIST.
STOP/STREET NAME SIGN
1 AS 700-1-60

COLONIAL RD
STOP
OHIO AV
R1-1
30"x30"
1 AS 700-1-11

6" DOUBLE YELLOW
W- Y/Y RPM'S @ 40'

COLONIAL ROAD

1" = 20'

12" WHITE

24" WHITE

6' SIDEWALK

6" YELLOW (10'-30' SKIP)
W- Y/Y RPM'S @ 40'

MATCHLINE STA. - 113+20.00

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NO.		DESCRIPTION	BY	DATE

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Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (5)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 49

Andrew Shields 1/17/2023 7:03:48 AM

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MATCHLINE STA. - 113+20.00

MATCHLINE STA. - 116+00.00

1" = 20'

6' SIDEWALK

OHIO AVE

114+00

115+00

116

12" WHITE

24" WHITE

6" DOUBLE YELLOW
W- Y/Y RPM'S @ 40'

COLONIAL ROAD

700-1-11 1 AS

OHIO AV

COLONIAL RD

STOP

R1-1
30"x30"

6' SIDEWALK

6" YELLOW (10'-30' SKIP)
W- Y/Y RPM'S @ 40'

700-1-60 1 AS
REMOVE EXIST.
STOP/STREET
NAME SIGN

OHIO AV

COLONIAL RD

STOP

NOTES:

1. ALL STRIPING SHALL BE THERMOPLASTIC.
2. ALL STREET NAME SIGNS SHALL INCLUDE CITY OF FORT PIERCE LOGO AND BLOCK NUMBERS.

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (6)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 50

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Andrew Shields 1/17/2023 7:03:53 AM

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MATCHLINE STA. - 116+00.00

MAYFLOWER ROAD

REMOVE EXIST.
STOP/STREET NAME SIGN
1 AS 700-1-60

MAYFLOWER RD
STOP
OHIO AV

R1-1
30"x30"

MAYFLOWER RD
STOP
OHIO AV

1 AS 700-1-11

MATCH EXIST.

6" DOUBLE YELLOW
W- Y/Y RPM'S @ 40'

12" WHITE

24" WHITE

6' SIDEWALK

R2-1
24"x30"

SPEED LIMIT 25

1 AS 700-1-11

SPEED LIMIT 25

REMOVE EXIST.
SPEED LIMIT SIGN
700-1-60 1 AS

1" = 20'

N

+00

117+00

118+00

OHIO AVE

12" WHITE

6" YELLOW (10'-30' SKIP)
W- Y/Y RPM'S @ 40'

24" WHITE

6" DOUBLE YELLOW
W- Y/Y RPM'S @ 40'

MAYFLOWER ROAD

6' SIDEWALK

700-1-11 1 AS

MAYFLOWER RD
OHIO AV
STOP
R1-1
30"x30"

700-1-60 1 AS
REMOVE EXIST.
STOP/STREET NAME SIGN

MAYFLOWER RD
OHIO AV
STOP

MATCHLINE STA. - 118+80.00

NOTES:
1. ALL STRIPING SHALL BE THERMOPLASTIC.
2. ALL STREET NAME SIGNS SHALL INCLUDE CITY OF FORT PIERCE LOGO AND BLOCK NUMBERS.

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

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Certificate of Authorization No. 29915

JASON Y. YAM DATE
LIC. NO.: 62449

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (7)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 51

Andrew Shields 1/17/2023 7:03:58 AM

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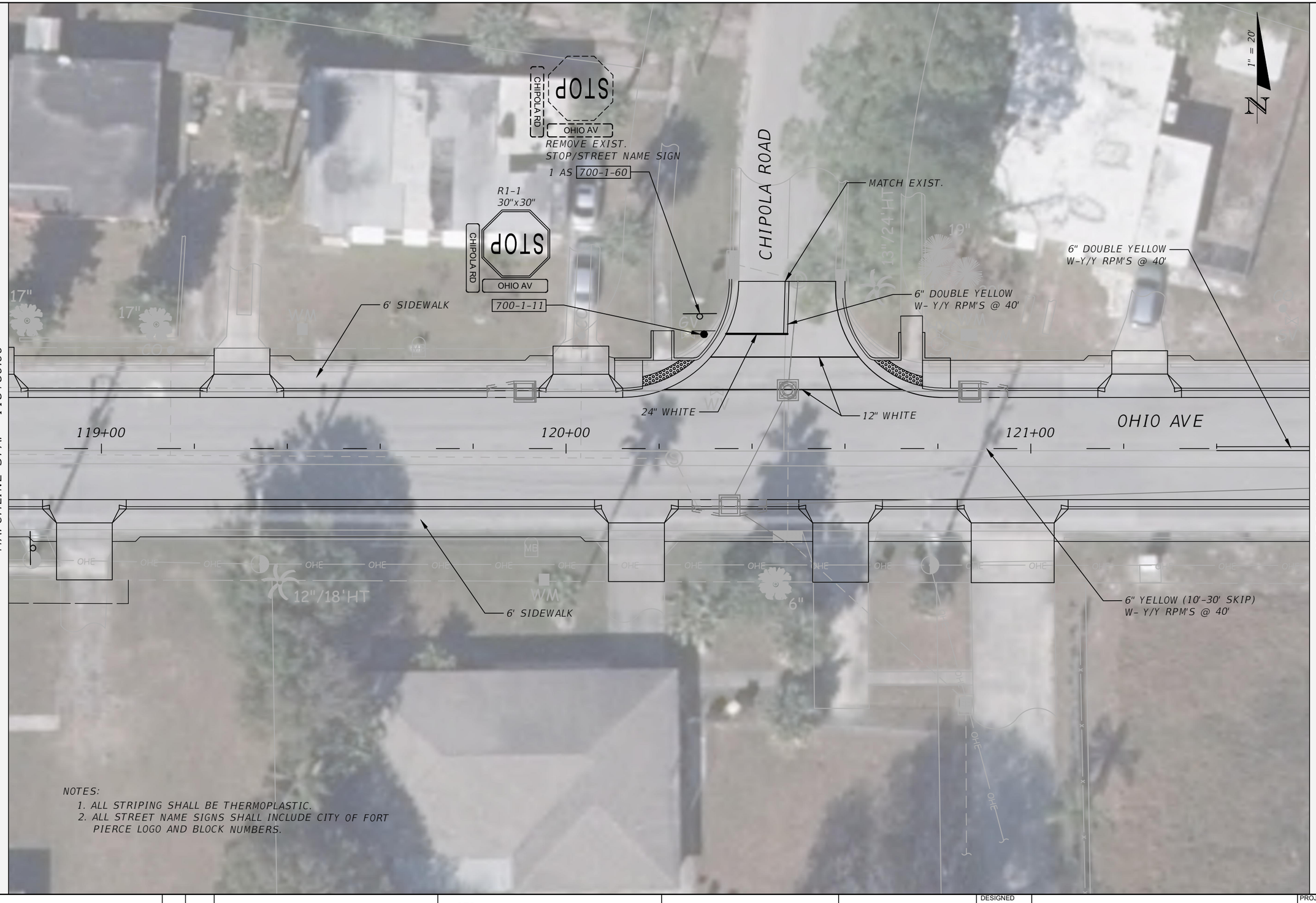

NOTES:

1. ALL STRIPING SHALL BE THERMOPLASTIC.
2. ALL STREET NAME SIGNS SHALL INCLUDE CITY OF FORT PIERCE LOGO AND BLOCK NUMBERS.

NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM
LIC. NO.: 62449
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (8)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 52

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Andrew Shields 1/17/2023 7:04:07 AM

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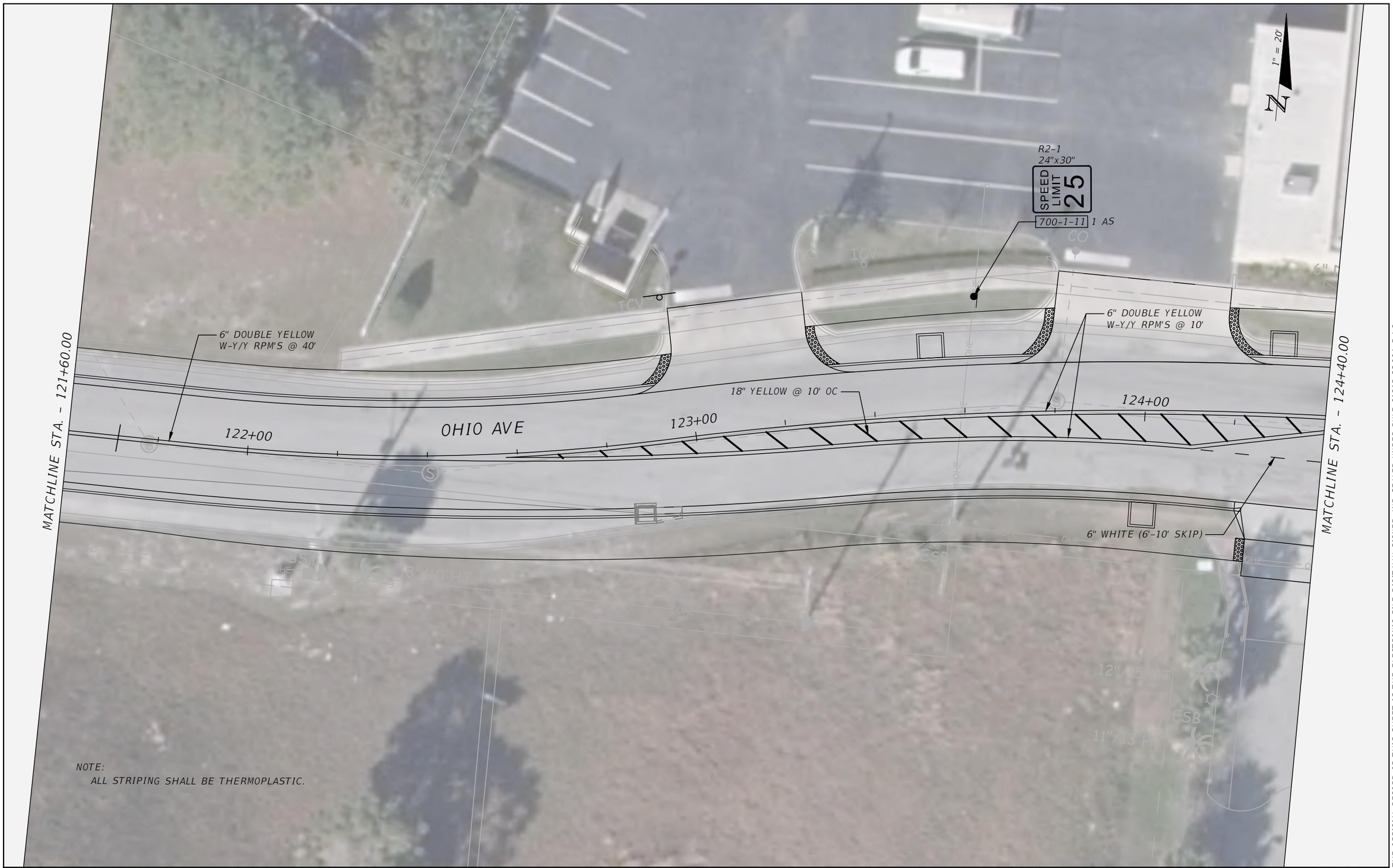

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NO.	DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
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Certificate of Authorization No. 29915

JASON Y. YAM DATE
LIC. NO.: 62449

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (9)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 53

Andrew Shields 1/17/2023 7:04:13 AM

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MATCHLINE STA. - 124+40.00

SPEED LIMIT 25

REMOVE EXIST.
SPEED LIMIT SIGN
700-1-60 1 AS

6" DOUBLE YELLOW
W-Y/Y RPM'S @ 40'

OHIO AVE

12" WHITE

18" YELLOW @ 10' OC

PAVEMENT ARROW (TYP.)

125+00

126+00

END PROJECT
STA. 126+70.84

126+89

US 1

6" WHITE W-W/R
RPM'S @ 20'

6" WHITE (6'-10' SKIP)

24" WHITE

6" DOUBLE YELLOW
W-Y/Y RPM'S @ 10'

NOTE:
ALL STRIPING SHALL BE THERMOPLASTIC.

1:20

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OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

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Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

JASON Y. YAM DATE
LIC. NO.: 62449

DESIGNED AWS
DRAWN AWS
Q.C. JH

SIGNING AND PAVEMENT MARKING PLAN (10)

PROJECT NO: 2019-027
DATE: 1/09/2023
SHEET NO: 54

Andrew Shields 1/17/2023 7:04:22 AM

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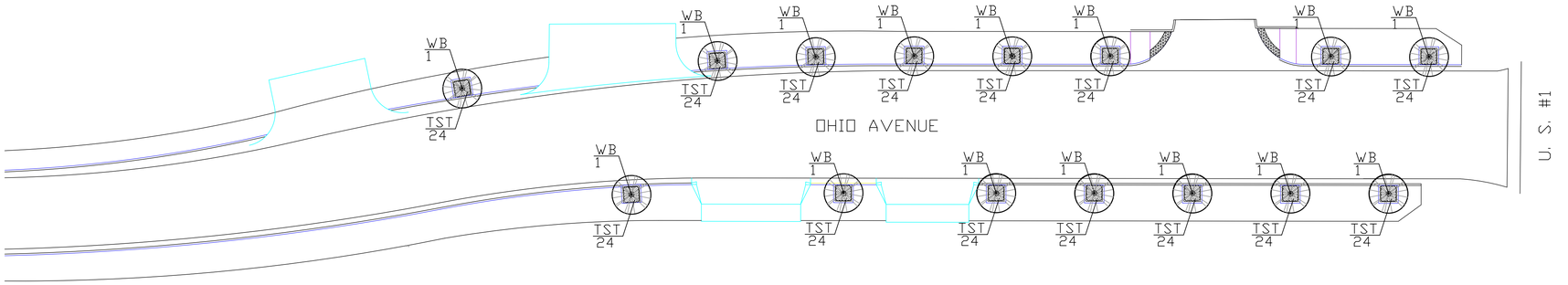
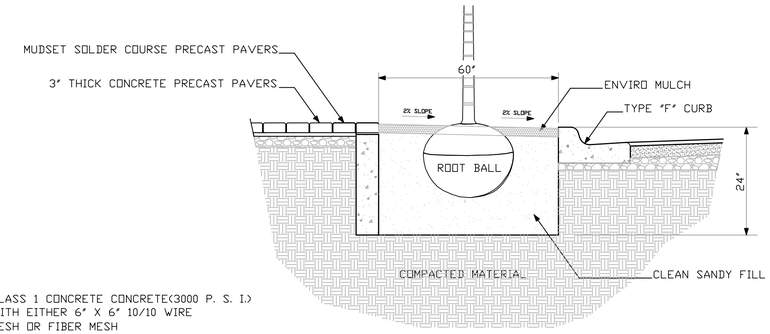
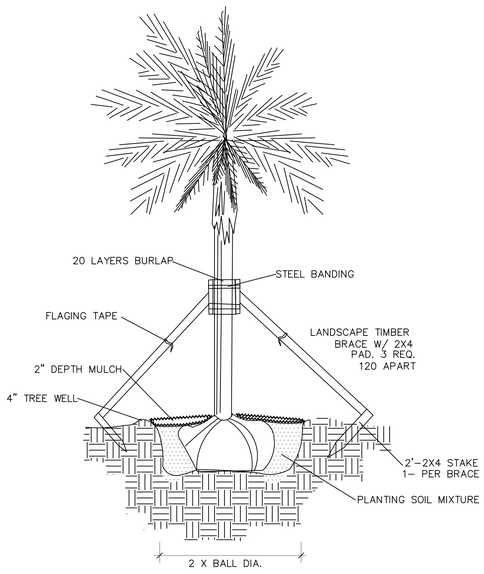




CLASS 1 CONCRETE CONCRETE(3000 P. S. I.) WITH EITHER 6" X 6" 10/10 WIRE MESH OR FIBER MESH

5' X 5' TREE PIT DETAIL

SCALE: 1/2" = 1'



PALM PLANTING

SCALE: NOT TO SCALE

LANDSCAPE CONTRACTOR NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER. PLANTS WILL BE INSPECTED BY THE LANDSCAPE ARCHITECT. THOSE PLANTS THAT DO NOT MEET THE SPECIFICATIONS IN SIZE OR GRADE WILL BE REJECTED.

THE LANDSCAPE CONTRACTOR SHALL HAVE A COMPETENT FOREMAN IDENTIFIED AT THE BEGINNING OF THE JOB WHO WILL BE ON THE JOB THROUGHOUT THE INSTALLATION OF PLANTING. THIS PERSON SHALL BE RESPONSIBLE FOR DIRECTING THE CREW AND ANY SUBCONTRACTORS WORKING FOR THE LANDSCAPE CONTRACTOR AND SHALL ACT AS THE LANDSCAPE CONTRACTOR'S REPRESENTATIVE TO THE OWNER AND LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL LAY OUT AREAS TO BE PLANTED AND ARRANGE A MEETING WITH THE LANDSCAPE ARCHITECT FOR APPROVAL BEFORE PLANTING.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF ALL AREAS TO RECEIVE PLANTS. ALL PLANTS, GRASSES AND WEEDS SHALL BE REMOVED BY HAND, ROTOTILLING OR BY SCRAPING.

WITH WATER PRIOR TO PLANTING. IF WATER DOES NOT COMPLETELY DRAIN FROM HOLE WITHIN FOUR HOURS, CONTACT THE LANDSCAPE ARCHITECT FOR APPROVAL BEFORE PLANTING. PLANT HOLES ARE TO BE BACKFILLED WITH A HOMOGENEOUS SOIL MIX CONSISTING OF 2 PARTS SANDY TOPSOIL, 2 PARTS PEAT MOSS AND 1 PART COW MANURE OR MILORGANITE. AGRIFORM 20-10-15 PLANTING TABLETS SHALL BE ADDED TO EACH PLANT HOLE ACCORDING TO THE MANUFACTURERS RECOMMENDED APPLICATION RATES. BACKFILL HALFWAY UP THE ROOTBALL, PLACE THE TABLETS BESIDE THE ROOTBALL ABOUT 1 INCH FROM THE ROOT TIPS. DO NOT PLACE TABLET(S) IN BOTTOM OF HOLE.

THE CONTRACTOR SHALL PROVIDE THE SPECIFIED MULCH. INSTALL 3" DEPTH OF SPECIFIED MULCH TO ALL AREAS INDICATED ON THE PLAN. THE MULCH SHALL BE INSTALLED AS SHOWN ON THE DETAILS TO ENSURE THAT IT IS NOT INSTALLED TOO CLOSE TO THE PLANT TRUNK OR STEM.

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL PLANT MATERIAL SHALL BE ALIVE AND THRIVING FOR A PERIOD OF ONE YEAR FOLLOWING PLANTING. THE LANDSCAPE CONTRACTOR SHALL REPLACE DEAD OR SICK PLANTS AT NO ADDITIONAL COST TO THE OWNER.

PLANT MATERIAL LIST

TREES & PALMS

Code Name	Quantity	Scientific Name	Common Name	Planting Size
WB	15	WODYETIA BIFURCATA	FOXTAIL PALM	14' HT.

SHRUBS & GROUNDCOVERS

Code Name	Quantity	Scientific Name	Common Name	Planting Size
TST	312	TRADESCANTIA SPATHACEA TRICOLOR	VARIGATED DWARF RHOEO	6" X 6" #1, 12" OC

OTHER MATERIALS

MULCH	4 CU. YDS. ENVIRO MULCH

DATE:	5/21/22
REV.:	6/6/22
REV.	9/27/22

DANIEL J. SUGG
LANDSCAPE ARCHITECT / SITE PLANNER
POST OFFICE BOX 335, JENSEN BEACH, FL 34958
PHONE: (772) 485-1776 danlandarch@gmail.com

LANDSCAPE PLAN

OHIO AVENUE

SCALE: 1" = 20'

SHEET
L-1
OF ONE

SPRAY NOZZLE CHART

LABEL	RAINBIRD RD 1800 PRS	GPM AT 30 PSI	RADIUS
4Q	SQ SERIES	0.74	4'

PLAN SYMBOLS LEGEND

- ● RAINBIRD RD-1812-PRS SERIES 12" POP-UP SPRAY HEAD, PROVIDE RISER WHERE REQUIRED
- RAINBIRD 100 PESB 1", 150 PESB FOR 1-1/2", OR 200 PESB FOR 2" ELECTRIC VALVE. WITHPRS-D, INSTALL PER THE SIZE AS SHOWN ON THE PLAN. INSTALL VALVE IN A VALVE BOX USE LAVENDER FOR VALVES USING NON-POTABLE WATER. INSTALL PER ALL MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS
- (C) IRRIGATION CONTROLLER LOCATION RAINBIRD ESP ME3, PROVIDE AND INSTALL IN STAINLESS STEEL PEDESTAL AND WR2 RAIN SENSOR LOCATED WITH A CLEAR VIEW TO THE OPEN SKY WITH NO OVERHEAD OBSTRUCTION AS TO ALLOW PROPER OPERATION. INSTALL AND GROUND CONTROLLER PER ALL MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS. SEE VALVE CHART.
- 2" SCHEDULE 40 PVC WATER MAIN LINE WITH FIRMLY ATTACHED TRACKING WIRE / TAPE
- SLEEVES, ≤ 3", SCHEDULE 40, PVC, SLEEVES > 3" CLASS 200 PVC, MIN. 2 x SIZE OF THE PIPE
- CLASS 200 PVC LATERAL LINE, SIZE AS SHOWN, USE LAVENDER COLOR PIPE WHERE NON-POTABLE WATER IS UTILIZED

IRRIGATION VALVE KEY

VALVE_#	
SIZE	GPM

NOTES

1. IRRIGATION TO PROVIDE 100% HEAD TO HEAD COVERAGE
2. IRRIGATION TO BE SEPARATED INTO HYDROZONES SUCH THAT ALL SOD AND SHRUB AREAS SHALL BE IRRIGATED SEPARATELY.
3. IRRIGATION TO BE INSTALLED PER THE FLORIDA BUILDING CODE APPENDIX F, PLUMBING, PROPOSED CONSTRUCTION BUILDING CODE FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS.
4. IRRIGATION TO BE INSTALLED PER ALL APPLICABLE CODES, LAWS AND ORDINANCES.
5. IRRIGATION TO BE INSTALLED IN ACCORDANCE WITH ASTM D2855.
6. USE LAVENDER VALVE BOX COVERS AND EQUIPMENT FOR NON-POTABLE WATER, TYPICAL
7. ROOTS EQUAL TO OR GREATER THAN 3/4" IN DIAMETER WITHIN THE DRIP LINE / ROOT PLATE OF A TREE MUST BE PRUNED. IN THE EVENT ROOT PRUNING IS NECESSARY, IT SHOULD BE DONE UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST. PRUNING TO MEET OR EXCEED ANSI A300, TYPICAL.

NOTE: CONTROLLER LOCATION REQUIRES POWER, LOCATE IN FIELD PER OWNERS DIRECTION, DO NOT BLOCK SAFE SIGHT TRIANGLES

VALVE_#	
SIZE	GPM

TO POINT OF CONNECTION

NOTE:IRRIGATION REQUIRES A REDUCED PRESSURE BACKFLOW DEVICE AND A RAIN SHUT OFF SENSOR. THE SYSTEM MUST BE INSTALLED PER ALL REQUIREMENTS OF THE CITY

NOTE: SYSTEM CAN BE RUN FROM ONE VALVE IF SLEEVE UNDER ROAD AVAILABLE, IF NO SLEEVE IS AVAILABLE AND ONE CANNOT BE RUN, SYSTEM WILL REQUIRE TWO POINTS OF CONNECTION

NOTE:IRRIGATION REQUIRES A REDUCED PRESSURE BACKFLOW DEVICE AND A RAIN SHUT OFF SENSOR. THE SYSTEM MUST BE INSTALLED PER ALL REQUIREMENTS OF THE CITY

3"SLEEVE

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NO.		DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

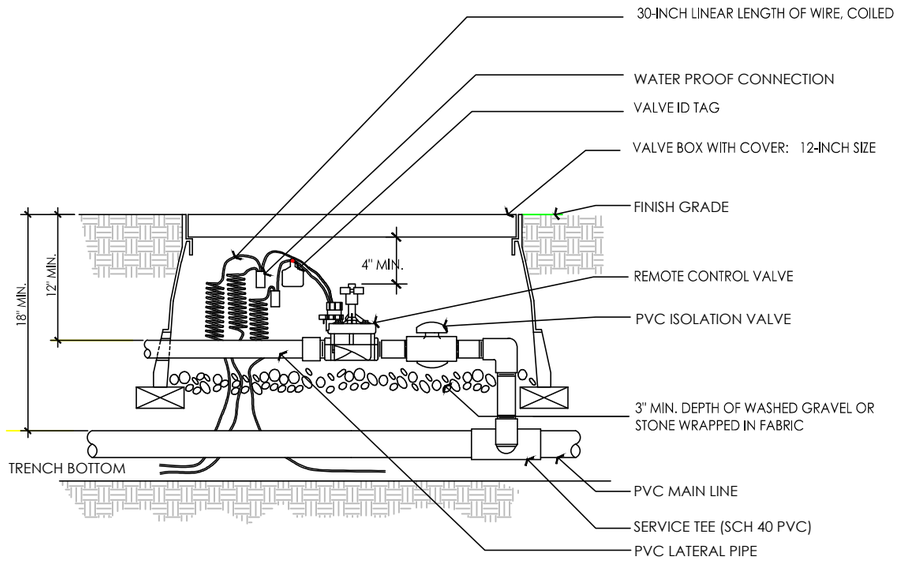
ERIC N. BUCK LA. NO.: 6667176 DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

IRRIGATION PLANS

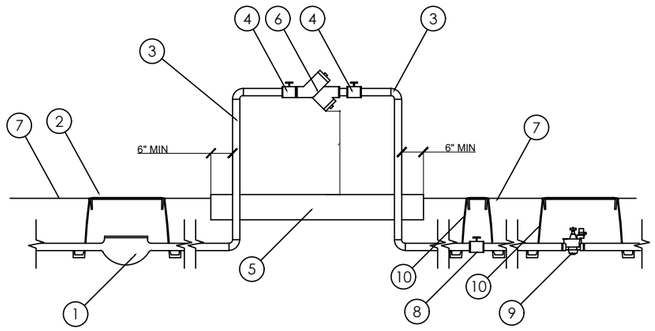
PROJECT NO: 2019-027
DATE: 2/02/2023
SHEET NO: L-2

Andrew Shields 2/2/2023 11:15:23 AM J:\00022\0002281201\acad\dwg\00000000000\Landscp\IRRPLD01.dwg



1 REMOTE CONTROL VALVE

SCALE: NTS

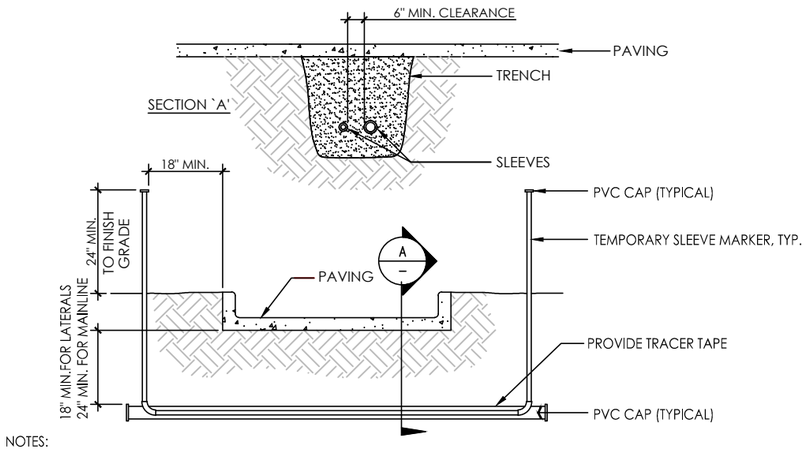


1. METER PER UTILITY, SIZE AND LOCATE AS REQUIRED
2. METER BOX AS REQUIRED BY CITY
3. SCHEDULE 40 GALVANIZED PIPE FOR BACKFLOW ASSEMBLY, SEE UTILITY AND CITY DETAILS, VERIFY ALL MATERIALS AND ASSEMBLY REQUIREMENTS PRIOR TO CONSTRUCTION
4. GATE VALVE
5. 6" THICK 3000 PSI REINFORCED CONCRETE PAD FOR BACKFLOW
6. REDUCED PRESSURE BACKFLOW, AS REQUIRED, SEE CITY AND UTILITY DETAILS AND VERIFY ALL MINIMUM CLEARANCES PRIOR TO CONSTRUCTION
7. FINISH GRADE
8. ISOLATION VALVE
9. MASTER VALVE
10. VALVE BOX AS REQUIRED

NOTES:
1. PLACE AND INSTALL PER ALL APPLICABLE CODES, LAWS AND ORDINANCES.
2. VERIFY BACKFLOW REQUIREMENTS WITH UTILITY , CIVIL ENGINEER AND CITY PRIOR TO CONSTRUCTION AND PROCUREMENT.
3. SEE DETAILS FROM CIVIL ENGINEER, UTILITY OR GOVERNMENT AND INSTALL AS REQUIRED.
4. INSTALL PER ALL MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS
5. COORDINATE WITH CIVIL AND ALL OTHER TRADES AS REQUIRED.

3 POINT OF CONNECTION

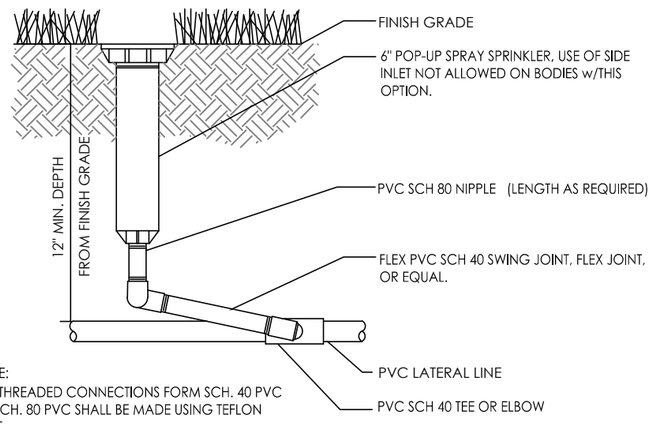
SCALE: NTS



NOTES:
1. IRRIGATION SLEEVES SHALL BE CLASS 200 PIPE FOR 4" AND LARGER AND SCHEDULE 40 PVC FOR 3" AND SMALLER.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATER TIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE AND MARK ALL SLEEVE LOCATIONS. REMOVE EXTENSION WHEN SLEEVE IS UTILIZED
4. MECHANICALLY TAMP TO 95% PROCTOR.
5. SLEEVE SHALL BE TWO (2) TIMES DIAMETER OF NOMINAL SIZE OF PIPE WITHIN SLEEVE UP TO AND INCLUDING 4". FOR PIPE 6" AND LARGER, SLEEVE SHALL BE TWO PIPE SIZES LARGER.

2 IRRIGATION SLEEVING DETAIL

SCALE: NTS



NOTE:
ALL THREADED CONNECTIONS FORM SCH. 40 PVC TO SCH. 80 PVC SHALL BE MADE USING TEFLON TAPE.

4 6" POP UP HEAD DETAIL

SCALE: NTS

NO.		DESCRIPTION	BY	DATE

OHIO AVENUE ROADWAY IMPROVEMENTS

THE SUNRISE CITY FORT PIERCE Florida

Cardno
380 Park Place Blvd, Suite 300,
Clearwater, Florida, 33759
www.cardno.com - 727.531.3505
Certificate of Authorization No. 29915

ERIC N. BANK
LA. NO.: 6667176
DATE

DESIGNED AWS
DRAWN AWS
Q.C. JH

IRRIGATION DETAIL

PROJECT NO: 2019-027
DATE: 1/20/2023
SHEET NO: L-3

Andrew Shields 1/20/2023 9:18:53 AM

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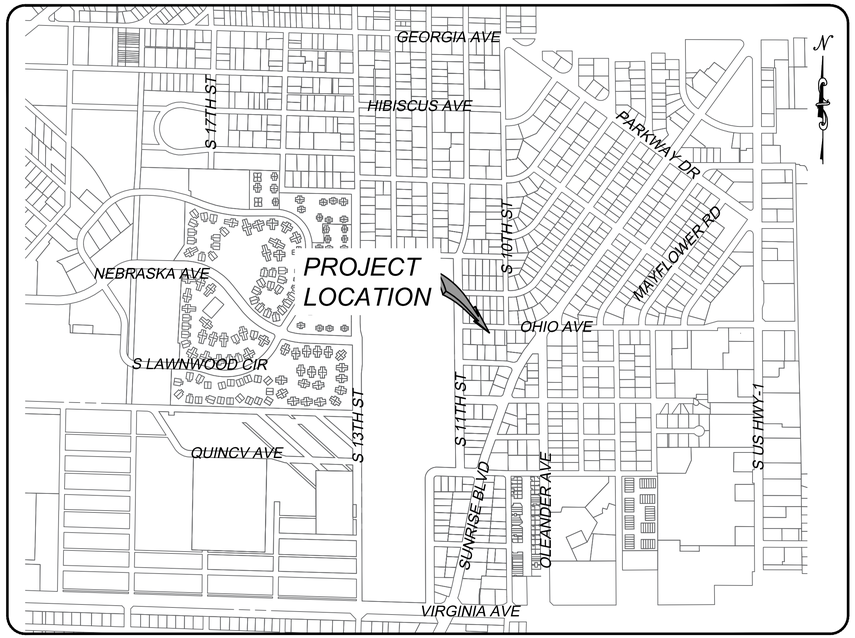
OHIO AVENUE

UTILITY REPLACEMENT
US 1 TO 11TH STREET

LOCATION MAP



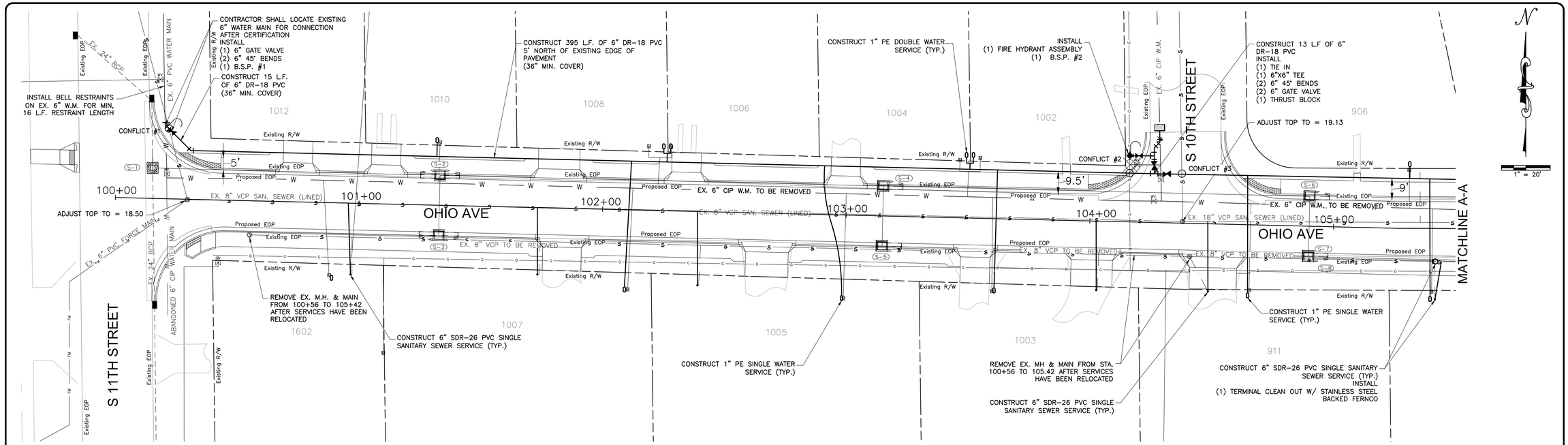
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER
2-7	PLAN
8-11	DETAILS

FPUA
COMMUNITY PROUD

FT. PIERCE UTILITIES AUTHORITY
WATER/WASTEWATER ENGINEERING
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
772-466-1600

OHIO AVE UTILITY REPLACEMENT US1 TO 11TH ST 2023



CONFLICT 1

6" PVC WATER MAIN OVER EX. 8" VCP SEWER MAIN. (12" MIN. SEPARATION)

CONFLICT 2

6" PVC WATER MAIN UNDER EX. 4" STEEL GAS MAIN. (12" MIN. SEPARATION)

CONFLICT 3

6" PVC WATER MAIN OVER EX. 8" VCP SEWER MAIN. (12" MIN. SEPARATION)

S-3
PROPOSED STORM INLET
TOP EL. = 17.95
N. INV. = 14.76

S-5
PROPOSED STORM INLET
TOP EL. = 18.50
N. INV. = 15.12

S-7
PROPOSED STORM INLET
TOP EL. = 19.06
N. INV. = 15.47

JOHN W BIGGS LICENSE No. 62 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item had been electronically signed and sealed by John W. Biggs, P.E. using a Digital Signature and Date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FPUA COMMUNITY PROUD

DATE:	REVISION:	BY:	APP'D:

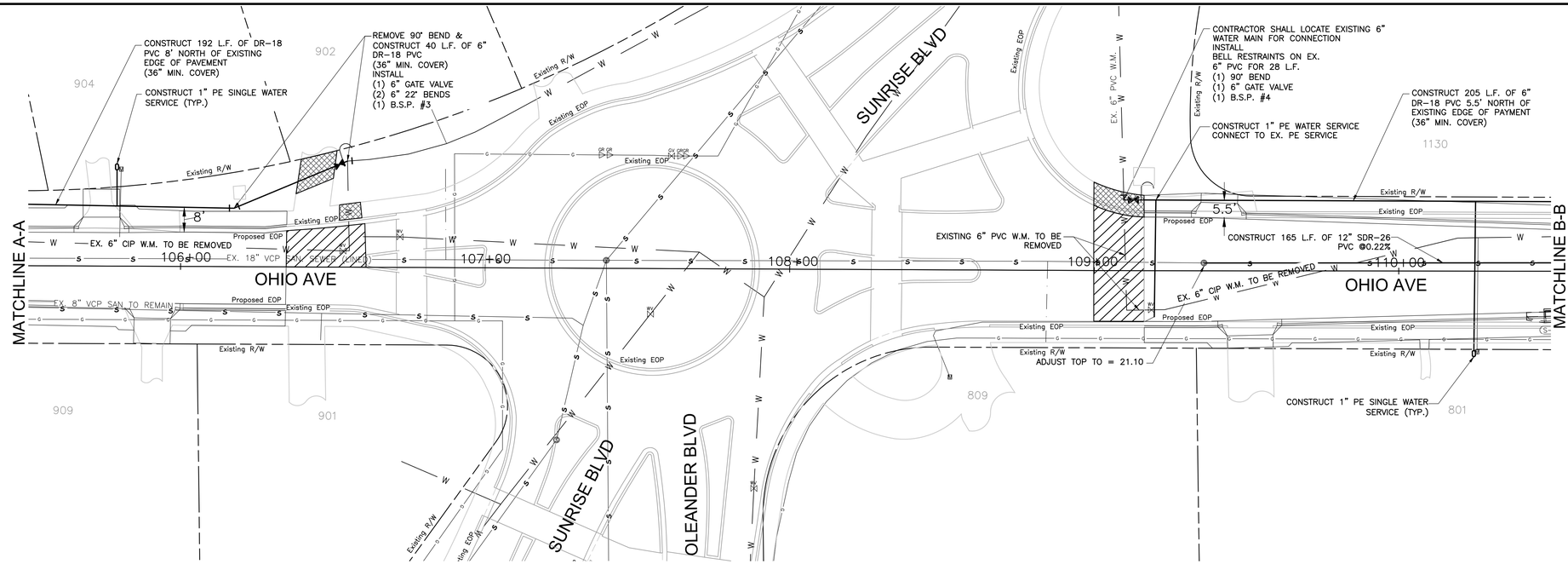
DESIGNED: SO
DRAWN BY: GT
APPROVED: JB
DRAWING FILENAME
SCALE: HORIZ: 1"=20' VERT: 1"=2'
DATE:

OHIO AVENUE
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN & PROFILE
SHEET # 2 OF 11



JOHN W BIGGS LICENSE No. 72062 STATE OF FLORIDA PROFESSIONAL ENGINEER

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FPUA COMMUNITY PROUD

DATE:	REVISION:	BY:	APPD:

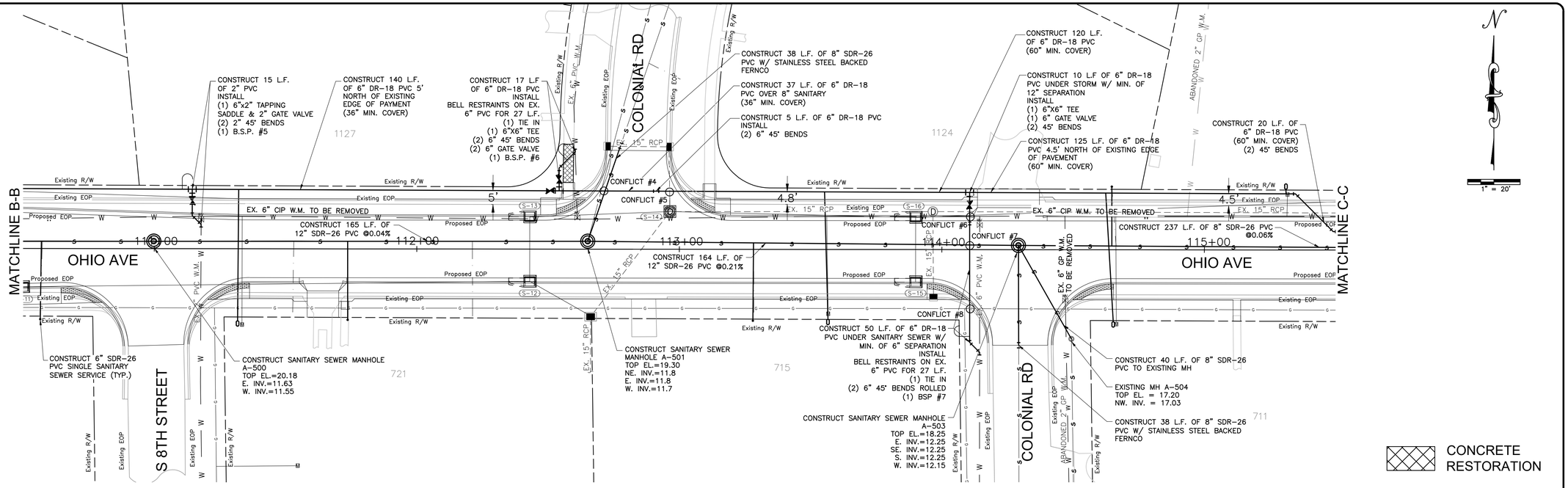
DESIGNED: SO
DRAWN BY: GT
APPROVED: JB
DRAWING FILENAME:
SCALE: HORIZ. 1"=20' VERT. 1"=2'
DATE:

OHIO AVENUE
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN & PROFILE
SHEET # 3 OF 11



S-12
PROPOSED STORM INLET
TOP EL. = 19.17
N. INV. = 14.59
W. INV. = 14.59
SE. INV. = 15.60

S-15
PROPOSED STORM INLET
TOP EL. = 18.25
N. INV. = 14.35

CONFLICT 4
6" PVC WATER MAIN OVER 8" PVC SEWER MAIN. (12" MIN. SEPARATION)

CONFLICT 5
6" PVC WATER MAIN UNDER EX. 15" RCP STORM SEWER. (12" MIN. SEPARATION)

CONFLICT 6
6" PVC WATER MAIN UNDER EX. 15" RCP STORM SEWER. (12" MIN. SEPARATION)

CONFLICT 7
6" PVC WATER MAIN UNDER 12" PVC SEWER MAIN. (6" MIN. SEPARATION)

CONFLICT 8
6" PVC WATER MAIN UNDER EX. 2" STEEL GAS MAIN. (12" MIN. SEPARATION)

JOHN W BIGGS LICENSE No. 62 STATE OF FLORIDA PROFESSIONAL ENGINEER

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OHIO AVENUE
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

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FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
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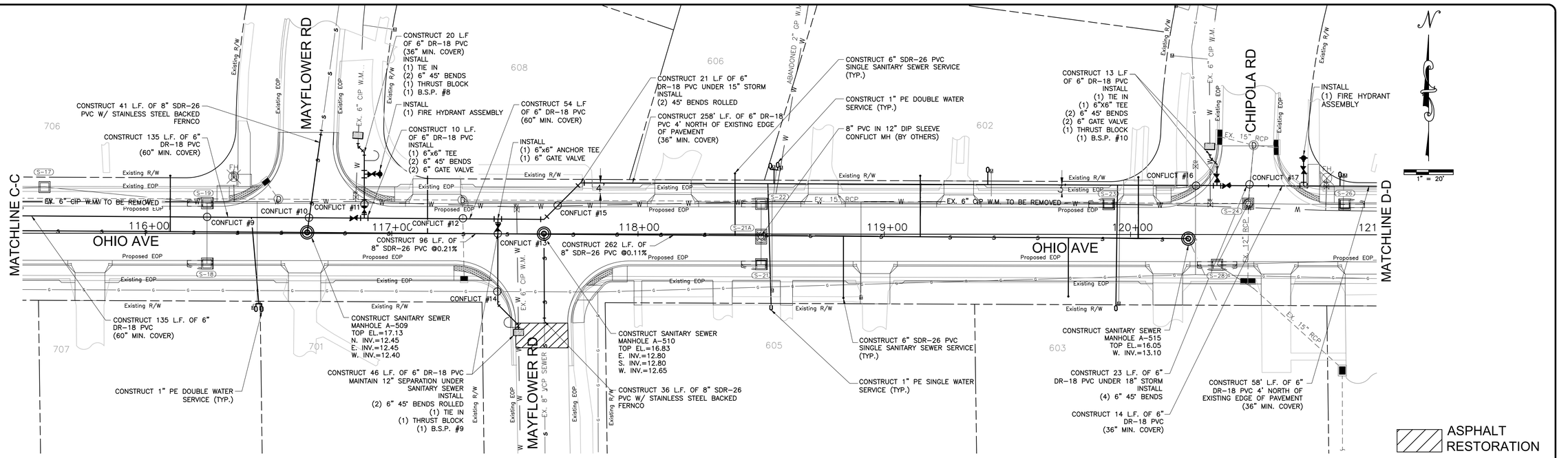

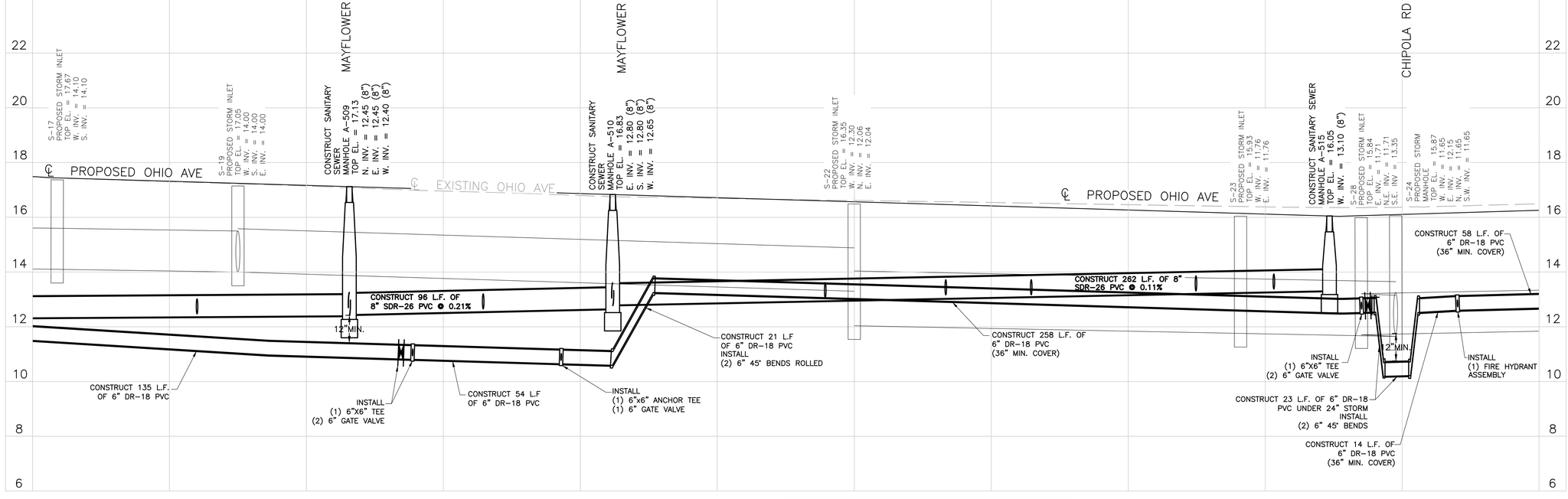

S-18 — *PROPOSED STORM INLET* — *TOP EL. = 17.02* — *N INV. = 14.05*

S-21 — *PROPOSED STORM INLET* — *TOP EL. = 16.35* — *N INV. = 12.15*

S-21A — *PROPOSED STORM MANHOLE* — *TOP EL. = 16.55* — *S. INV. = 12.10* — *N. INV. = 12.10* — *W. INV. = 12.48* — *E. INV. = 12.48*

S-26 — *PROPOSED STORM INLET* — *TOP EL. = 16.00* — *W. INV. = 12.23*

CONFLICT 9
6" PVC WATER MAIN UNDER 18" RCP STORM SEWER. (12" MIN. SEPARATION)

CONFLICT 10
6" PVC WATER MAIN UNDER 8" PVC SEWER MAIN. (12" MIN. SEPARATION)

CONFLICT 11
6" PVC WATER MAIN UNDER EX. 15" RCP STORM SEWER. (12" MIN. SEPARATION)

CONFLICT 12
6" PVC WATER MAIN UNDER EX. 15" RCP STORM SEWER. (12" MIN. SEPARATION)

CONFLICT 13
6" PVC WATER MAIN UNDER 8" PVC SEWER MAIN (12" MIN. SEPARATION)

CONFLICT 14
6" PVC WATER MAIN UNDER EX. 2" STEEL GAS MAIN. (12" MIN. SEPARATION)

CONFLICT 15
6" PVC WATER MAIN UNDER EX. 15" RCP STORM SEWER. (12" MIN. SEPARATION)

CONFLICT 16
6" PVC WATER MAIN UNDER EX. 2" STEEL GAS MAIN. (12" MIN. SEPARATION)

CONFLICT 17
6" PVC WATER MAIN UNDER EX. 15" RCP STORM SEWER. (12" MIN. SEPARATION)

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OHIO AVENUE
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
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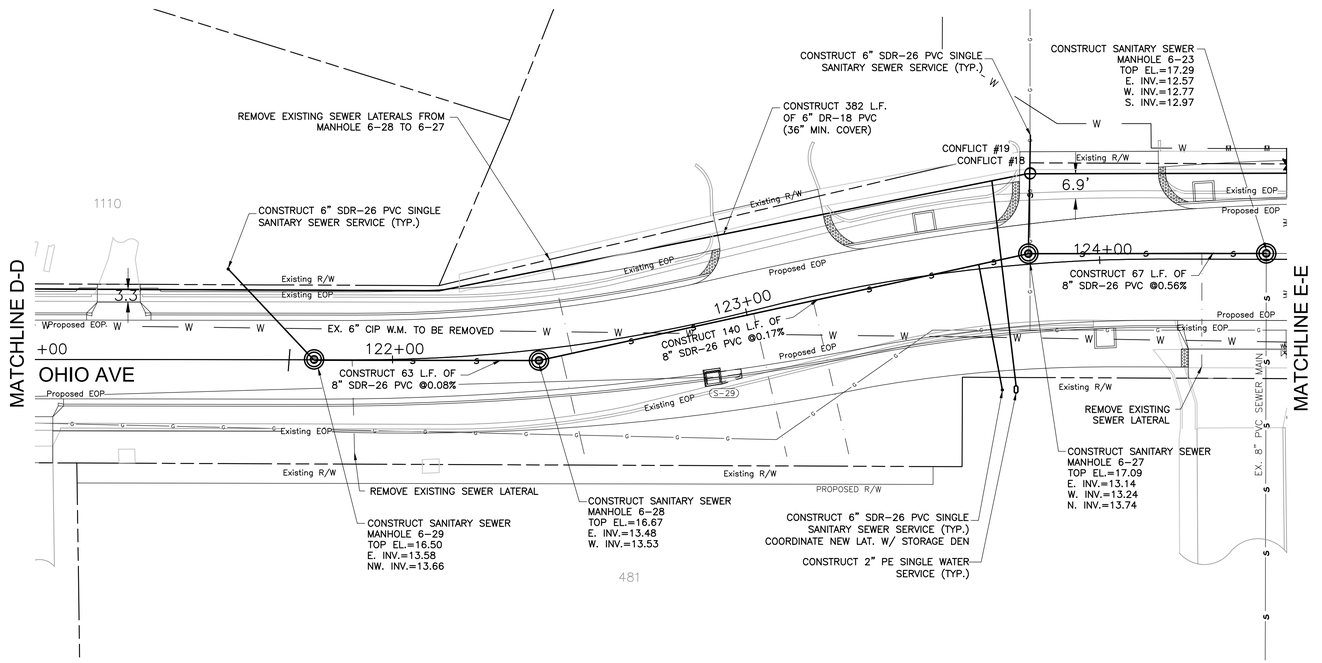

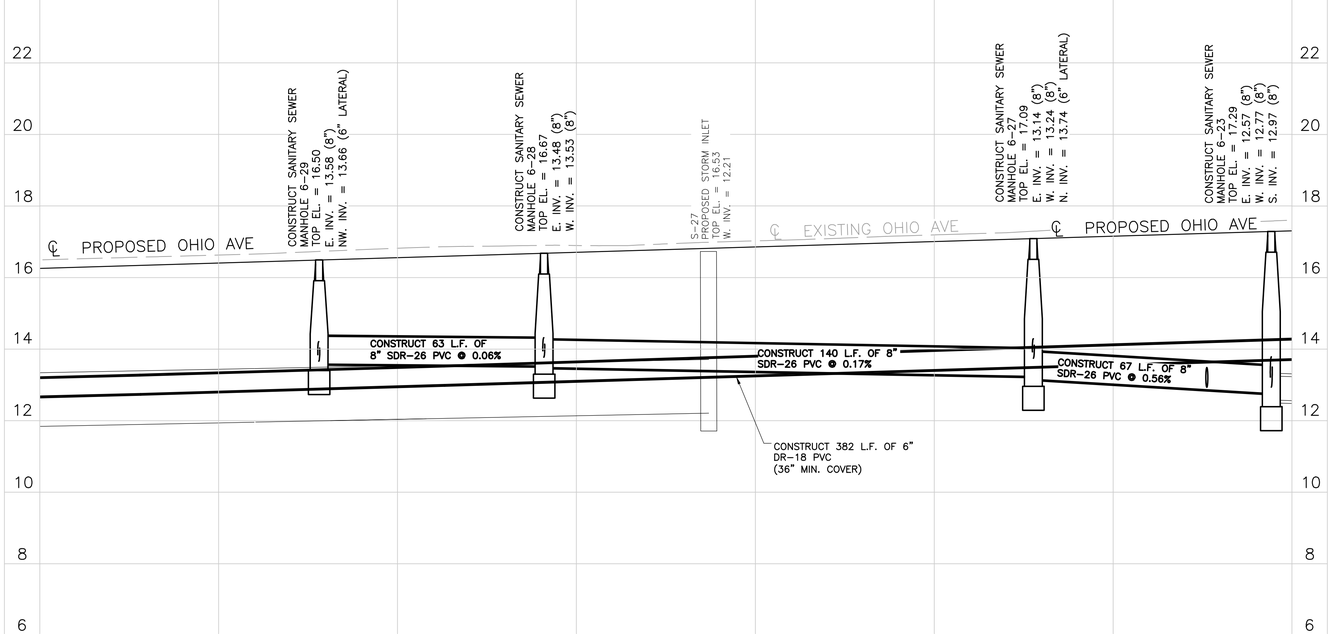

CONFLICT 18

6" PVC WATER MAIN OVER EX. 2" STEEL GAS MAIN. (12" MIN. SEPARATION)

CONFLICT 19

6" PVC WATER MAIN OVER 6" PVC SEWER MAIN. (12" MIN. SEPARATION)

S-29

PROPOSED STORM INLET
TOP EL. = 16.84
W. INV. = 12.21

JOHN W BIGGS LICENSE No. 75762 STATE OF FLORIDA PROFESSIONAL ENGINEER

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OHIO AVENUE
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

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FT. PIERCE, FLORIDA 34947
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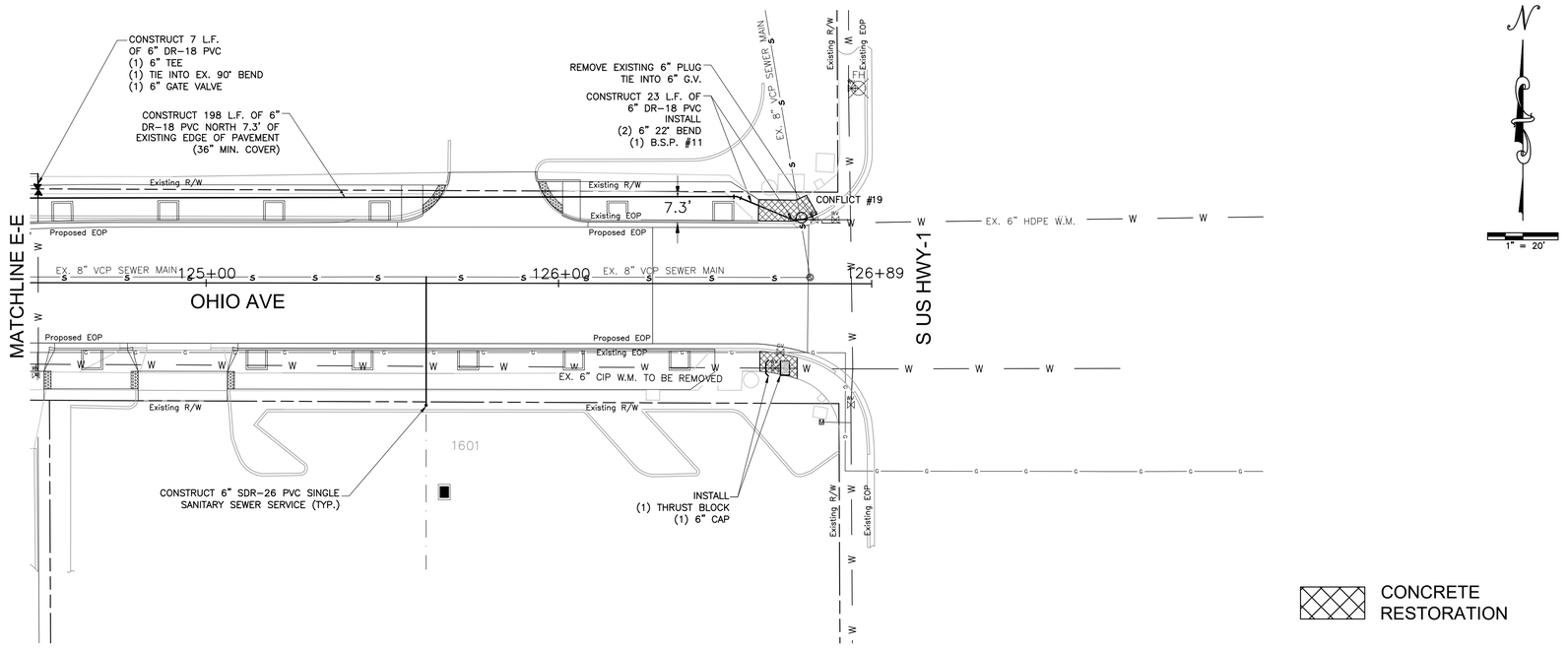

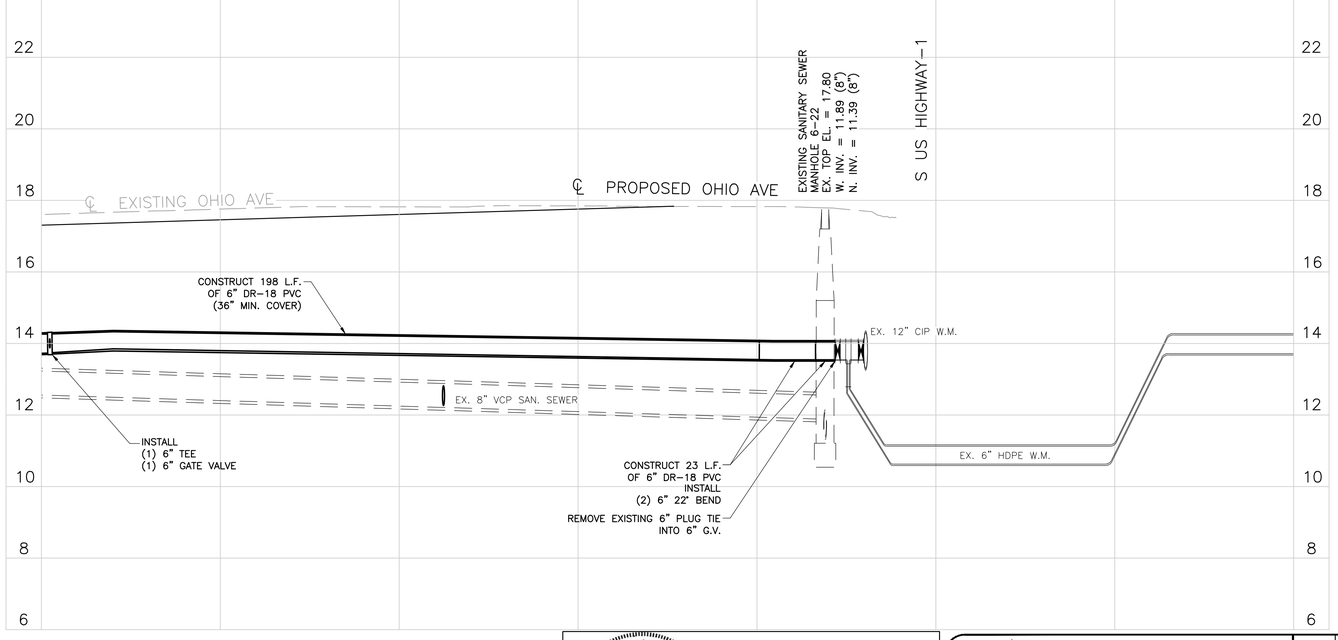

CONFLICT 19

6" PVC WATER MAIN OVER EX. 8" VCP SEWER MAIN. (12" MIN. SEPARATION)

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OHIO AVENUE
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WATER/WASTEWATER ENGINEERING

FT. PIERCE UTILITIES AUTHORITY
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FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: PLAN & PROFILE
SHEET # 7 OF 11

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PES408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE. ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES
CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. - 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148{,}000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45& AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED AT ALL CROSSINGS BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND SHALL BE INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITIES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN., ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

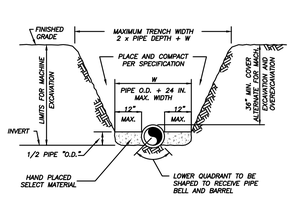
GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY, DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ⓐ SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ⓑ , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ⓒ , OR ALONG THE PROPERTY LINES MARKED AREA ⓓ.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

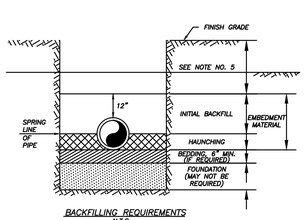
WATER METER PLACEMENT
(N.T.S.)



NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

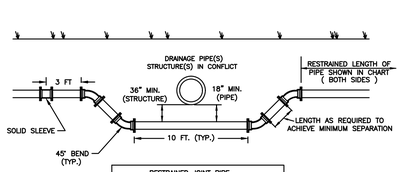
TYPICAL TRENCH DETAIL
N.T.S.



BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

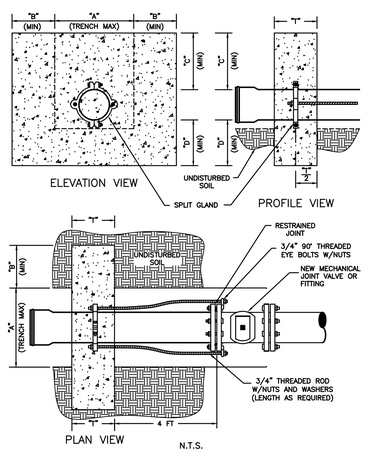
1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)
5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.



RESTRAINED JOINT PIPE DISTANCES FOR DEFLECTED PIPE (IN FEET)		
PIPE SIZE	90° BEND	45° BEND
2"	48 FT.	21 FT.
4"	70 FT.	29 FT.
6"	99 FT.	41 FT.
8"	129 FT.	54 FT.

1. PROVIDE RESTRAINED JOINTS AT CHANGES IN DIRECTION OF ALL PIPE.
2. DISTANCES (FEET) SHALL APPLY TO LENGTHS OF PIPE ON EACH SIDE OF THE FITTINGS.
3. CONSIDER DEAD ENDS EQUIVALENT TO 90° BENDS.
4. TEE SHALL BE RESTRAINED ON BRANCH BASED ON SAME DISTANCE AS 90° BEND OF THE SIZE OF THE BRACH.
5. DETAIL APPLIES TO BOTH HORIZONTAL AND VERTICAL DEFLECTIONS.
6. IF MULTIPLE PIPES/STRUCTURES ARE IN CONFLICT IN CLOSE PROXIMITY, EXTEND 10 FEET TYPICAL PORTION OF CONFLICT DEFLECTION AS NEEDED TO MAINTAIN DEFLECTION SPACING.

PIPE CONFLICT DETAIL



DEAD MAN RESTRAINT BLOCK DETAIL
N.T.S.

PIPE SIZE (in)	AVERAGE O.D. (in)	PRESSURE (lb/in²)	CALCULATED THRUST (lbf)	"A" (ft-in)	"B" (ft-in)	"C" (ft-in)	"D" (ft-in)	"T" (ft-in)	CONCRETE (yd³)
6	6.9	100	3739	2'-0"	1'-0"	1'-0"	1'-3"	2'-6"	1.00
8	9.05	100	6433	2'-0"	1'-6"	1'-0"	1'-6"	3'-0"	1.75
10	11.1	100	9677	2'-6"	1'-6"	1'-6"	1'-10"	3'-0"	2.57
12	13.2	100	13685	2'-6"	2'-0"	1'-6"	1'-9"	4'-0"	3.95
16	17.4	100	23779	3'-0"	2'-0"	1'-6"	2'-6"	5'-0"	6.49
18	19.5	100	29865	3'-0"	2'-0"	1'-6"	2'-6"	6'-0"	8.09
20	21.6	100	36644	3'-0"	2'-6"	1'-6"	2'-6"	6'-6"	9.98
24	25.8	100	52279	3'-0"	2'-6"	2'-0"	2'-9"	7'-6"	14.00

NOTES:

1. THE USE OF RESTRAINT BLOCKS SHALL BE LIMITED TO SITUATIONS WHERE EXPOSING SEVERAL JOINTS OF PIPE IS NOT FEASIBLE OR AS DIRECTED BY FPUA ENGINEER.
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL. WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND RESTRAINT BLOCK TO UNDISTURBED MATERIAL.
3. RESTRAINT BLOCK SHALL BE INSTALLED A MINIMUM OF 4 FEET FROM ANY PIPE JOINT, FITTING OR VALVE. AT NO TIME SHALL A PIPE JOINT, FITTING OR VALVE BE ENCASED IN THE RESTRAINT BLOCK.
4. CONCRETE SHALL HAVE MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 3000 PSI.

DEAD MAN RESTRAINT BLOCK DETAIL
N.T.S.

JOHN W BIGGS LICENSE No. 67362 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item had been electronically signed and sealed by John W. Biggs, P.E. using a Digital Signature and Date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FPUA COMMUNITY PROUD

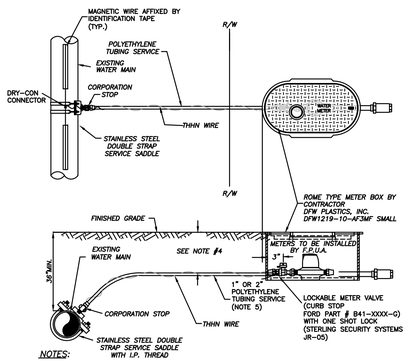
DATE:	REVISION:	BY:	APPD:

OHIO AVENUE
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

DESIGNED: SO	DRAWING FILENAME
DRAWN BY: GT	SCALE: N.T.S.
APPROVED: JB	DATE:

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

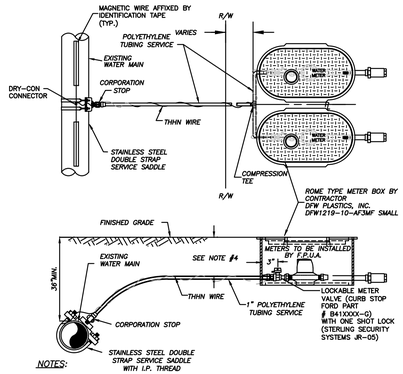
SHEET TYPE: DETAILS
SHEET #: 8 OF 11



NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)



NOTES:

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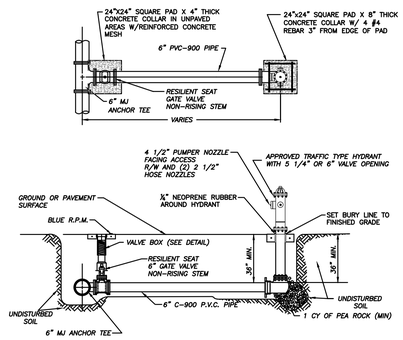
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

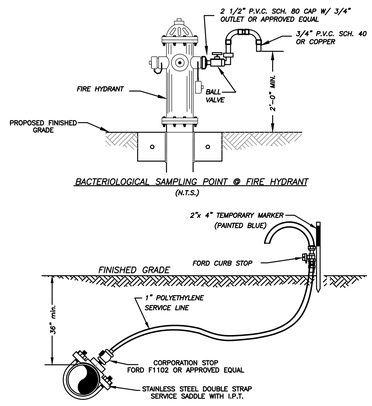
TYPICAL DOUBLE WATER SERVICE CONNECTION
(N.T.S.)



NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 250 OR AMERICAN DARLING B-84-B-5.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS. WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

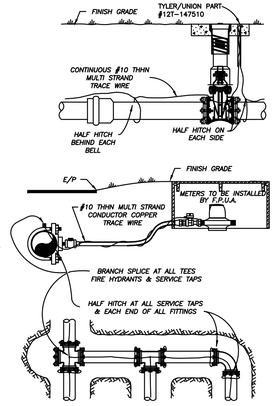


BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)

BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

NOTE:

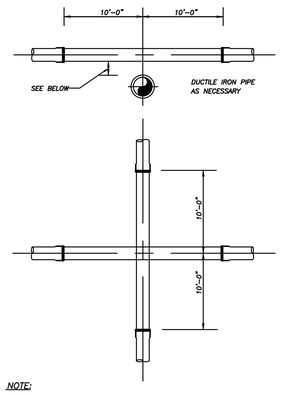
AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.



NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

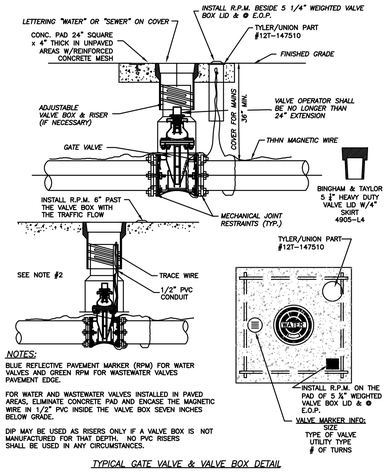
TRACE WIRE
(N.T.S.)



NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.



NOTES:

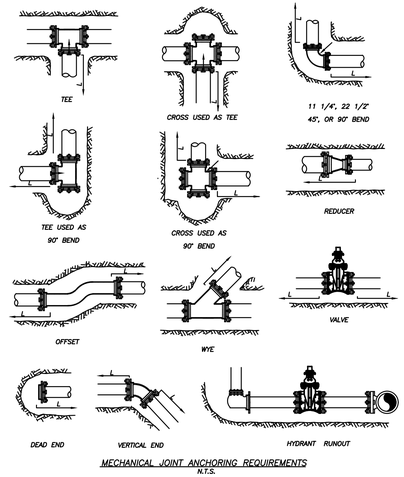
1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

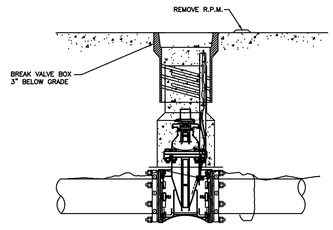
MECHANICAL JOINT RESTRAINT NOTES

NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.
2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.
3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.



NOTES:

1. BREAK VALVE BOX TO 3" BELOW GRADE.
2. FILL VALVE BOX WITH GROUT TO 2" BELOW GRADE.
3. PLACE COLD PATCH IN FINAL 2" TO MATCH GRADE.

VALVE ABANDONMENT DETAIL
N.T.S.

JOHN W BIGGS LICENSE No. 73662 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item had been electronically signed and sealed by John W. Biggs, P.E. using a Digital Signature and Date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FPUA COMMUNITY PROUD

DATE:	REVISION:	BY:	APPD:

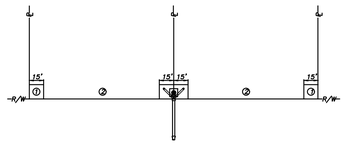
OHIO AVENUE
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

DESIGNED: SO	DRAWING FILENAME:
DRAWN BY: GT	SCALE: N.T.S.
APPROVED: JB	DATE:
SHEET TYPE: DETAILS	SHEET # 9 OF 11

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

GENERAL POLICY

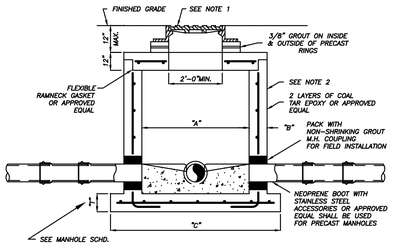
WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



NOTES:

1. *THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. SEWER LATERAL, AREA ① , SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE LATERAL. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO LATERALS CAN BE CONNECTED IN A "Y" CONFIGURATION AS SHOWN.*
2. *IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. SEWER LATERAL, WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② .*
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF SIX FEET AND PREFERABLY 10 FEET.
4. THE WASTEWATER LATERAL SHALL BE LOCATED WITHIN RIGHT-OF-WAY AND TERMINATE AT THE PROPERTY LINE.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WASTEWATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WASTEWATER SERVICE PLACEMENT
(N.T.S.)



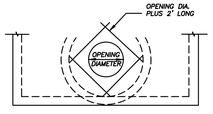
PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	76"	8"
30"-36"	5'-0"	"B"	88"	10"
42"-48"	6'-0"	"B"	100"	12"

TYPICAL MANHOLE DIMENSIONS

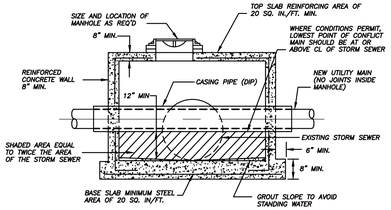
NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'-0"
(N.T.S.)



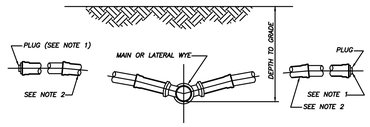
PARTIAL PLAN



NOTES:

1) CONFLICT MANHOLE WILL BE ALLOWED WHERE DESIGN PROBLEMS AND ECONOMICS PROVE THEM TO BE THE ONLY VIABLE SOLUTION AS APPROVED BY FPUA ENGINEERING.
2) CONFLICT MANHOLES WILL NOT BE ALLOWED FOR WATER MAINS CROSSING GRAVITY WASTEWATER SYSTEMS.
3) WHEN NECESSARY FOR EXISTING WATER MAINS, THE CARRIER PIPE SHALL BE SLEEVED IN D.I.P.

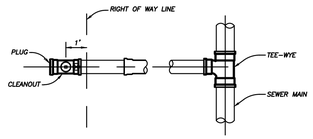
CONFLICT MANHOLE
N.T.S.



NOTES:

1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) *INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S-1 FOR SPECIFIC PROPERTY LAYOUT.*

SERVICE CONNECTION
(N.T.S.)



SINGLE SERVICE LATERAL CONNECTION

◉ = *BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT BALL BY 3M CORP. OR APPROVED EQUAL*
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

SERVICE CONNECTION
(N.T.S.)

PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	76"	8"
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TYPICAL MANHOLE DIMENSIONS

NOTES:

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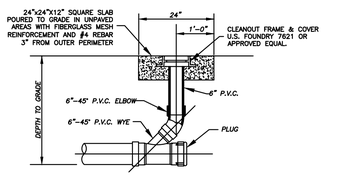
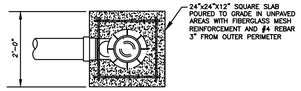
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

STANDARD MANHOLE
DEPTH 5'-0" AND GREATER
(N.T.S.)



SECTION

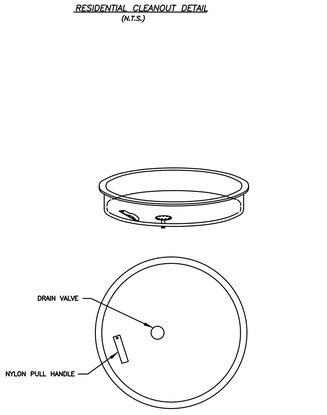


PLAN

NOTES:

1) SEE DETAIL S-3 FOR DOUBLE SERVICE CONNECTION.

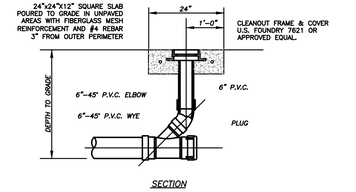
RESIDENTIAL CLEANOUT DETAIL
(N.T.S.)



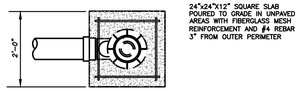
NOTES:

1) SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES WHERE GRAVITY MAINS ARE 12" OR LESS AND IN AREAS DESIGNATED BY ENGINEER TO BE IN A FLOOD AREA.
2) SEWER RAIN GUARDS SHALL BE MANUFACTURED BY PARSON ENVIRONMENTAL PRODUCTS, INC., PART # PMI-23S (PARSON MANHOLE INSERTS) WITH DOUBLE VALVING, OR APPROVED EQUAL.
3) RAINGUARDS MUST BE "SNUG" FIT.

RAINGUARD DETAIL
(N.T.S.)



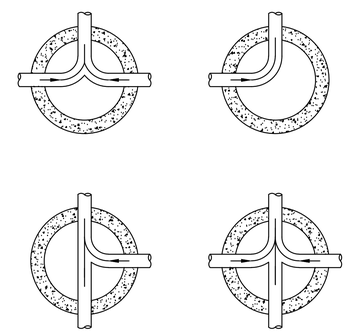
SECTION



PLAN

NOTES:

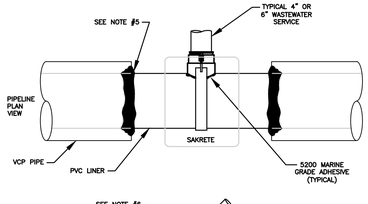
RESIDENTIAL CLEANOUT DETAIL
(N.T.S.)

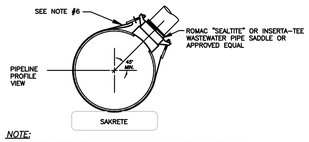


NOTES:

1) INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2) SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

FLOW PATTERNS FOR INVERT CHANNELS
(N.T.S.)

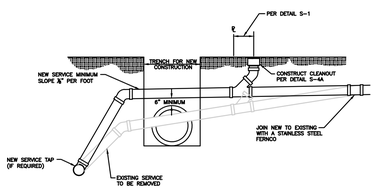




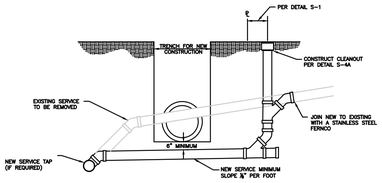
NOTE:

1) INSERTA-TEE'S ARE NOT TO BE USED DURING NEW CONSTRUCTION.
2) INSERTA-TEES ARE ONLY APPROVED FOR INSTALLATION ON 24" AND LARGER SEWER MAINS.
3) ROMAC SADDLE SHALL BE USED AS A TEMPLATE FOR DETERMINING HOLE SIZE AND LOCATION.
4) 5200 MARINE GRADE ADHESIVE SHALL BE USED TO SEAL ROMAC GASKET TO LINER
5) SEAL EXPOSED LINER TO VCP WITH HYDRAULIC CEMENT
6) ENSURE TO FOLD STRAP BACK AGAINST ITSELF PLACING FREE END BETWEEN STRAP AND PIPE. ON SMALL PIPE, IT MAY BE NECESSARY TO FOLD END TWICE.

WASTEWATER SERVICE DETAIL
(FOR LINED SEWER MAIN)
(N.T.S.)



SANITARY LATERAL RELOCATION OPTION OVER NEW CONSTRUCTION



SANITARY LATERAL RELOCATION OPTION UNDER NEW CONSTRUCTION

NOTES:

1. ALL PIPING SHALL BE SDR-26 WITH SDR-26 FITTINGS.

SANITARY SEWER LATERAL ADJUSTMENT FOR NEW CONSTRUCTION
(N.T.S.)

This item had been electronically signed and sealed by John W. Biggs, P.E. using a Digital Signature and Date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FPUA
COMMUNITY PROUD

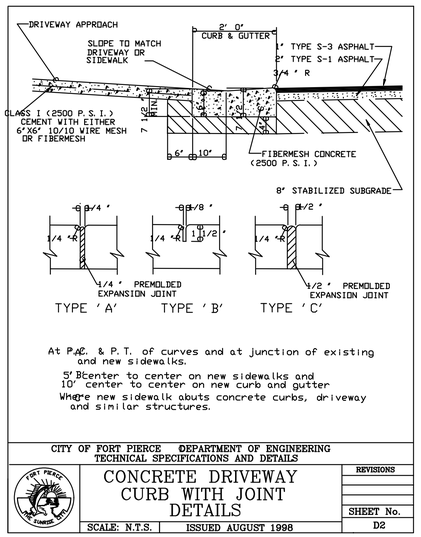
DATE:	REVISION:	BY:	APPD:

OHIO AVENUE
UTILITY REPLACEMENT

WATER/WASTEWATER ENGINEERING

DESIGNED: SO	DRAWING FILENAME:
DRAWN BY: GT	SCALE: N.T.S.
APPROVED: JB	DATE:
SHEET TYPE: DETAILS	SHEET #: 10 OF 11

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414



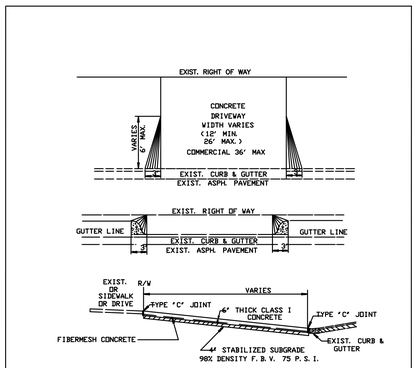
CITY OF FORT PIERCE ❖DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

CONCRETE DRIVEWAY CURB WITH JOINT DETAILS

REVISIONS

SHEET No. D2

SCALE: N.T.S. | ISSUED AUGUST 1998



GENERAL CONSTRUCTION NOTES:

1. CONCRETE STRENGTH TO BE 2500 P.S.I. AT 28 DAYS.
2. SUBBASE TO BE 98% DENSITY - F.B.V. 75 P.S.I.
3. THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGES OF THE SIDEWALK SHALL BE FINISHED WITH A EDGING TOOL HAVING AN RADIUS OF 1/2 INCH.

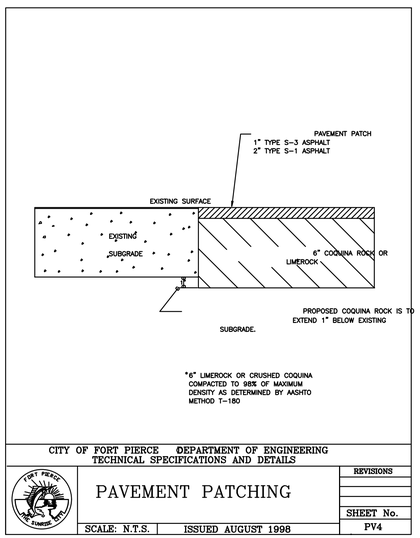
CITY OF FORT PIERCE ❖DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

DRIVEWAY DETAILS

REVISIONS

SHEET No. D1

SCALE: N.T.S. | ISSUED AUGUST 1998



*6" LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180

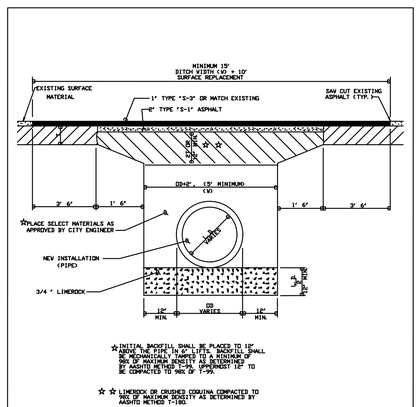
CITY OF FORT PIERCE ❖DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

PAVEMENT PATCHING

REVISIONS

SHEET No. PV4

SCALE: N.T.S. | ISSUED AUGUST 1998



☆INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180. APPROXIMATELY 12" TO BE COMPACTED TO 90% OF 1-99.

☆☆ LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180.

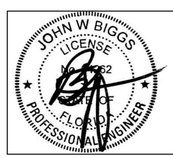
CITY OF FORT PIERCE ❖DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

PAVEMENT RESTORATION DETAIL WITH TRENCH

REVISIONS

SHEET No. PV7

SCALE: N.T.S. | ISSUED AUGUST 1998



This item had been electronically signed and sealed by John W. Biggs, P.E. using a Digital Signature and Date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FPUA COMMUNITY PROUD

DATE:	REVISION:	BY:	APPD:

OHIO AVENUE
UTILITY REPLACEMENT
WATER/WASTEWATER ENGINEERING

DESIGNED:	DRAWING FILENAME:
SO	
DRAWN BY:	SCALE:
GT	N.T.S.
APPROVED:	DATE:
JB	

FT. PIERCE UTILITIES AUTHORITY
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
(772) 466-1600 / FAX (772) 468-2414

SHEET TYPE: DETAILS | SHEET # 11 OF 11

City Commission Regular Meeting **12. a.**

Meeting Date: 06/05/2023

Re: Ord 23-031 City Initiated Annexation (13 lots) AT OR NEAR LA JEAN DRIVE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislative Hearing - Ordinance 23-031: Annexation - City Initiated - 13 Parcels owned by Cypress Knee LLC located north of Orange Ave and East of Jenkins Road, Parcel ID's; 2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, and 2407-231-0002-100-0 - FIRST HEARING

SUMMARY:

City Initiated Annexations

THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE

These Thirteen (13) parcels are part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommend approval of the annexation

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.

2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Development Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-031
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:14 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 01:34 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

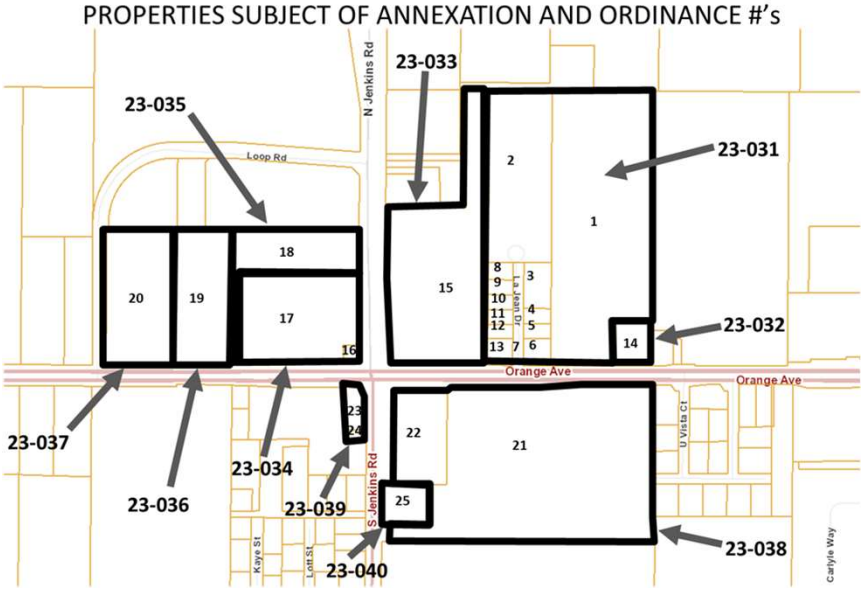
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

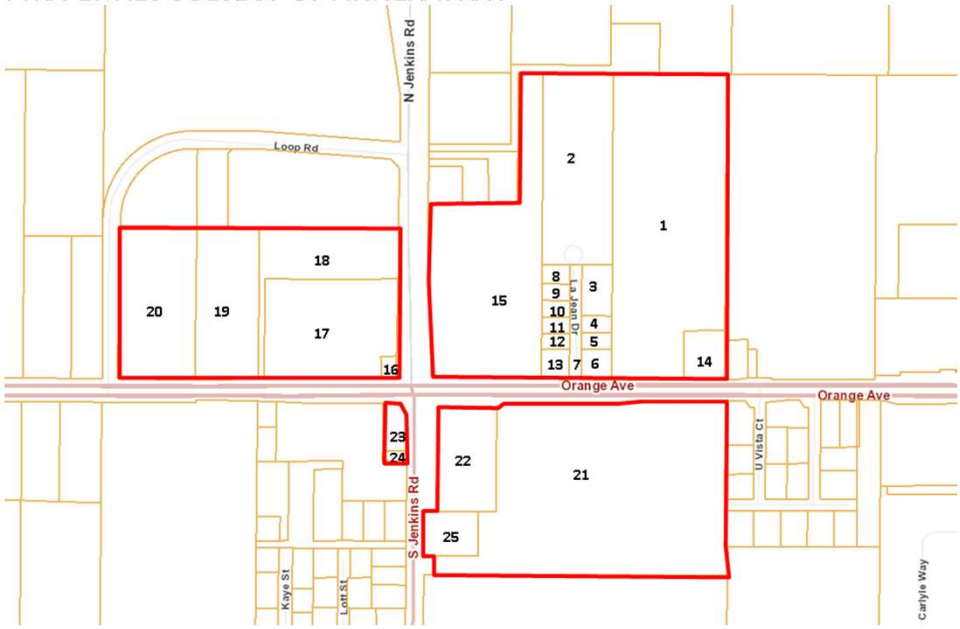
3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



4

PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

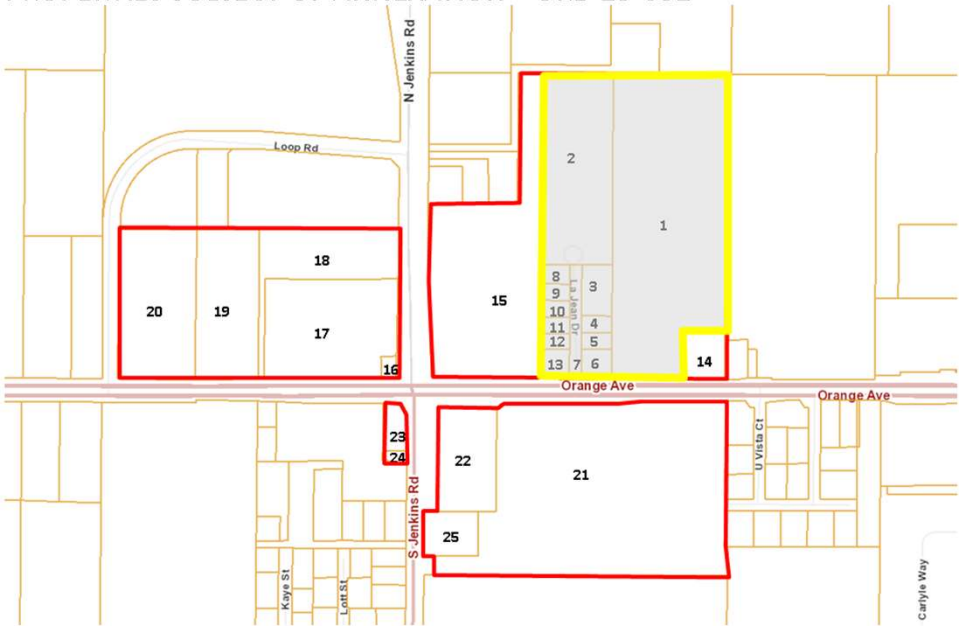
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

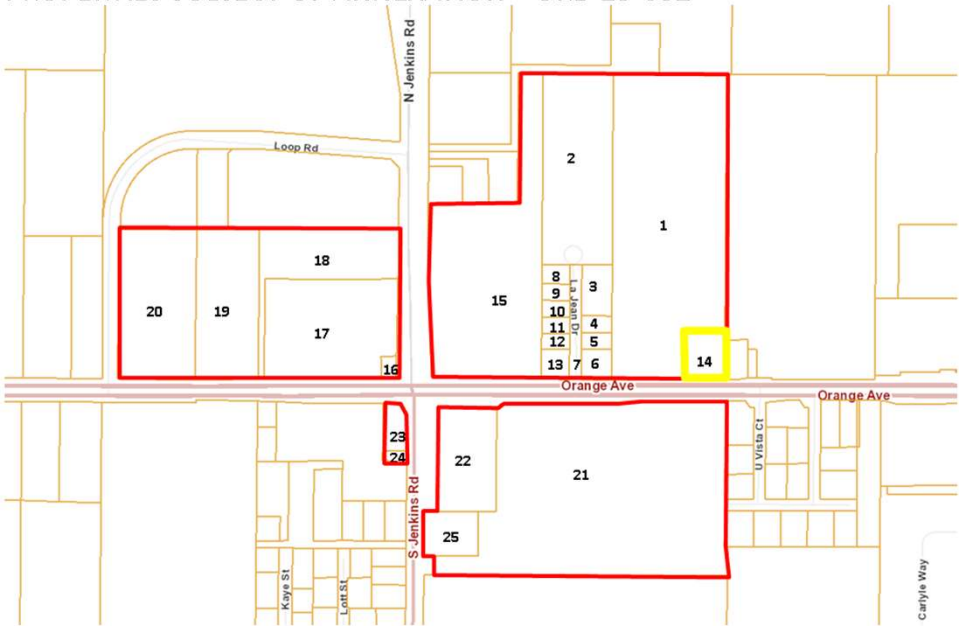
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

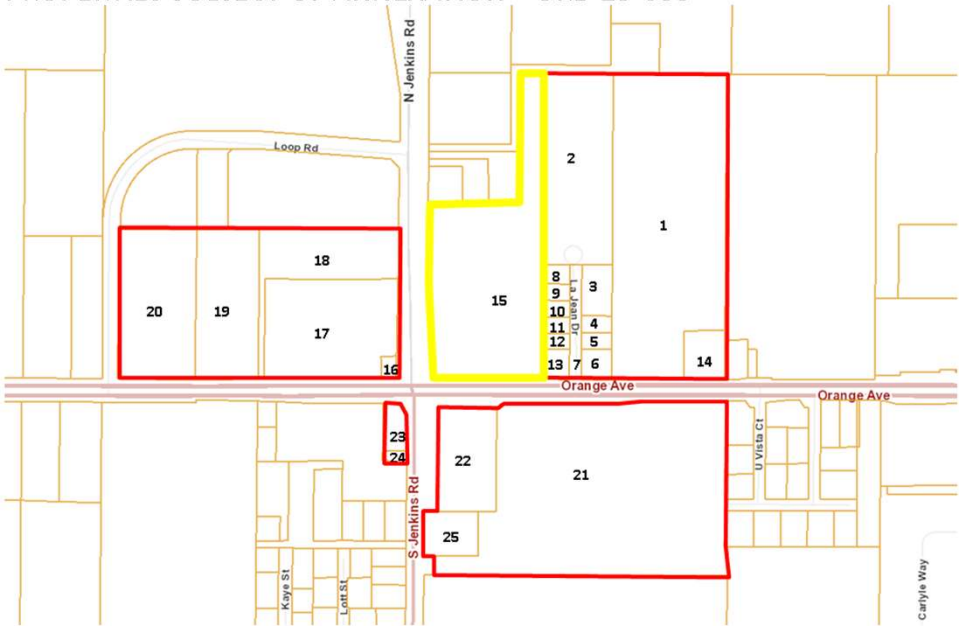
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

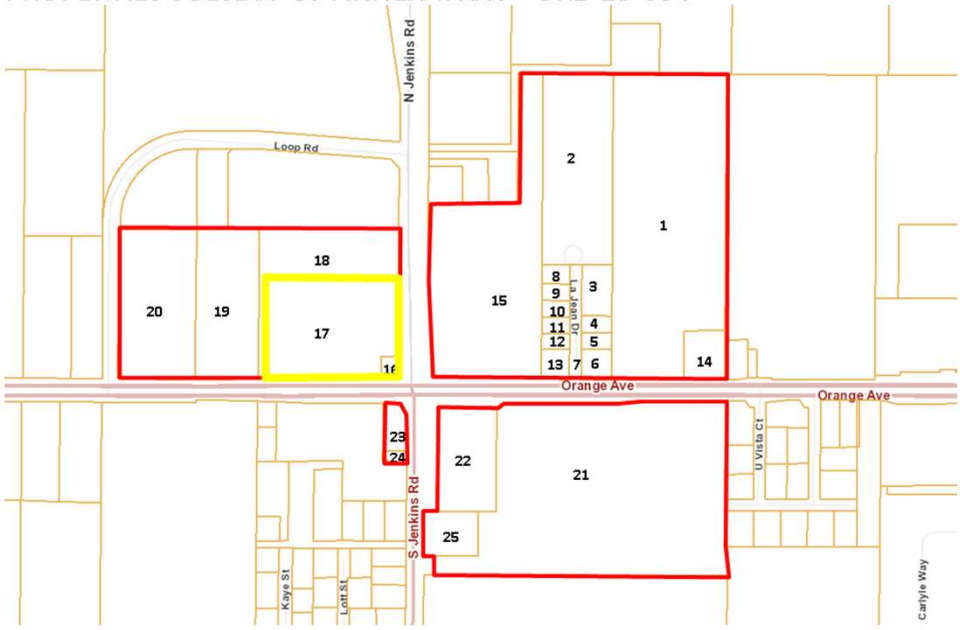
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

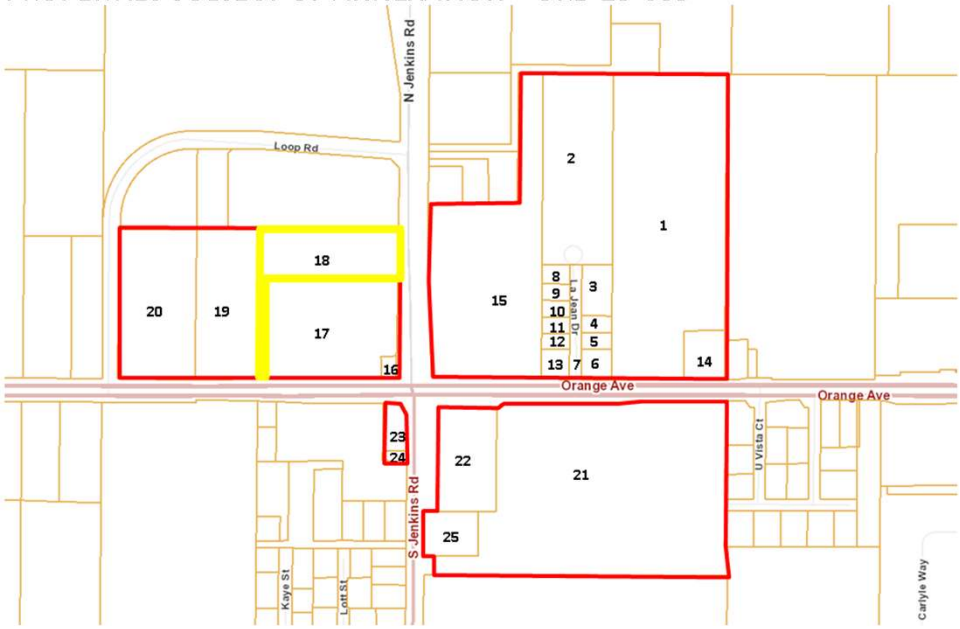
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

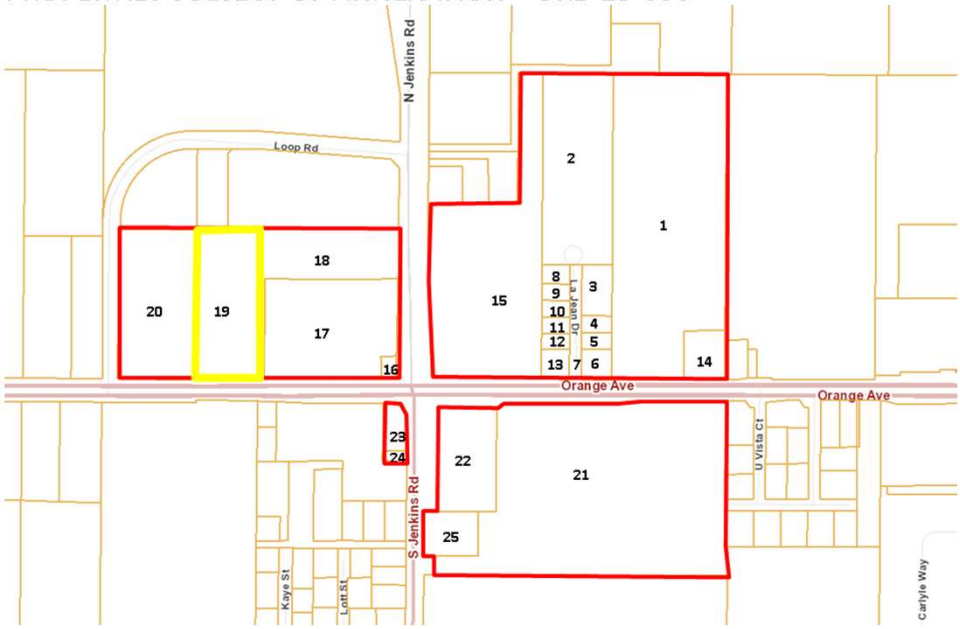
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

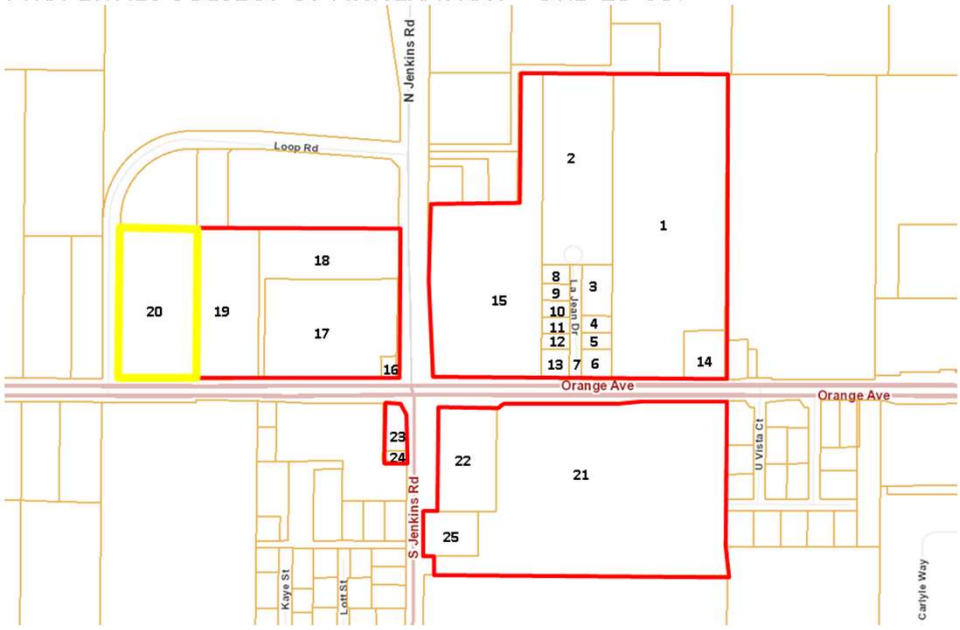
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

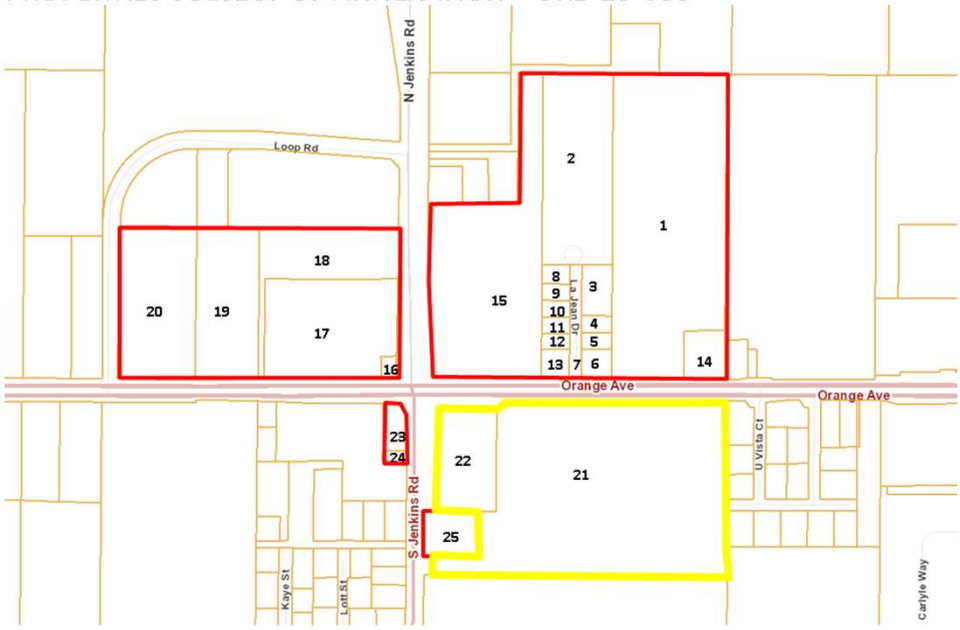
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

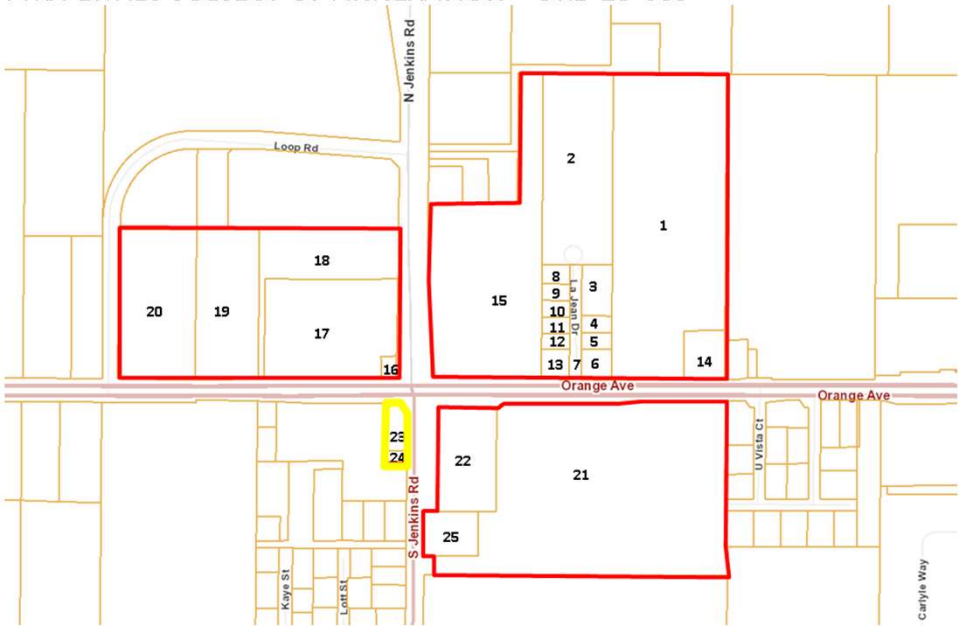
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

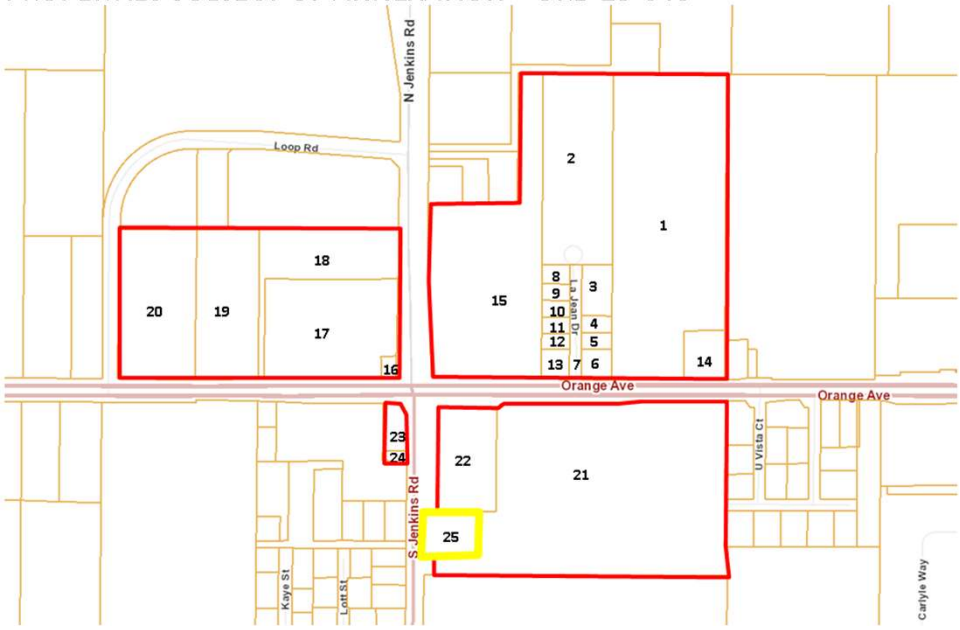
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

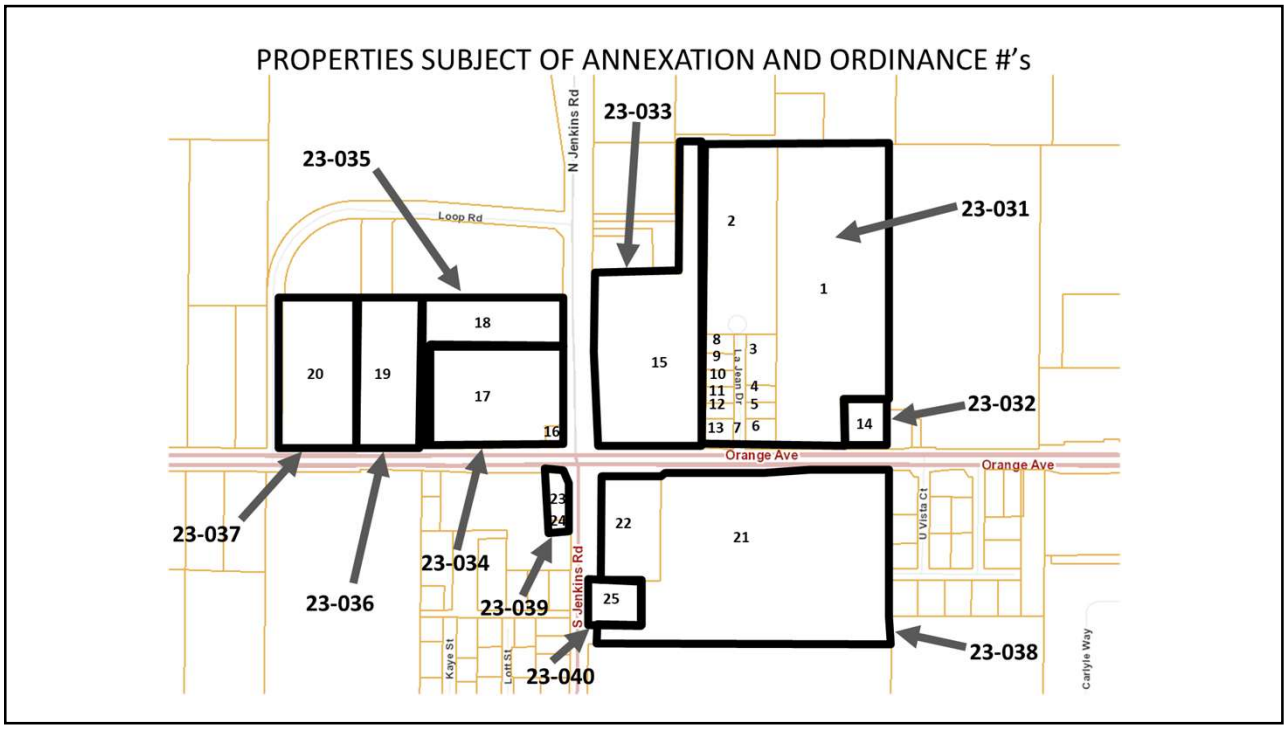
Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



26



27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-031

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and

subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

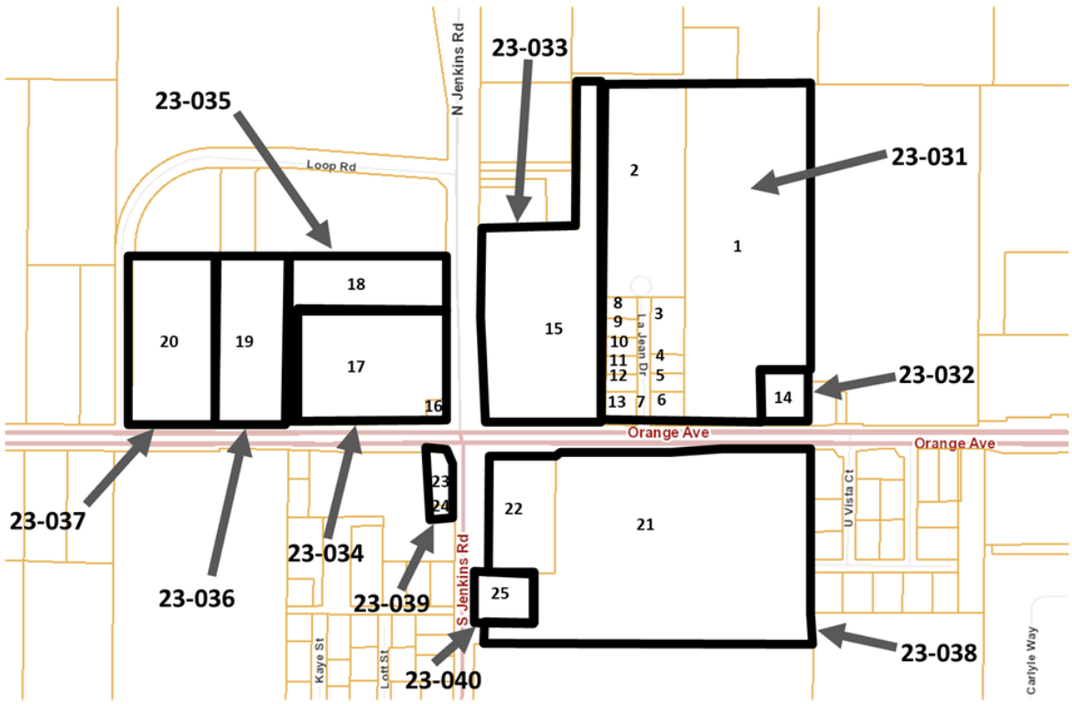
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
1	2407-231-0001-000-2	7 35 40 E 3/4 OF E 1/2 OF SW 1/4 OF NW 1/4-LESS E 20 FT AND LESS TRACT IN SE COR TO AMSLER AND LESS RD R/W- (79) (13.44 AC) (OR 1789-2994 thru 2998: 2452-2835)
2	2407-231-0002-000-9	7 35 40 W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NW 1/4 AND E 132 FT OF W 1/2 OF SW 1/4 OF NW 1/4-LESS S 525 FT (5.63 AC) (OR 1295-1676: 1297-835 THRU 839: 2452-2835)
3	2407-231-0002-140-2	07 35 40 N 220 FT OF S 525 FT OFE 125 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NW 1/4 (O.63 AC) (OR 1082/1397: 2452-2835)
4	2407-231-0002-130-9	7 35 40 FROM SW COR OF NW 1/4 RUN E ALG 1/4 SEC LI 830.35 FT, TH N 305 FT FOR POB, TH RUN W 125 FT, TH S 70 FT, TH E 125 FT, TH N 70 FT TO POB (0.20 AC) (OR 1071-943: 1098-112: 2452-2835)
5	2407-231-0002-120-6	7 35 40 FROM SW COR OF NW 1/4 RUN E ALG 1/4 SEC LI 830.35 FT, TH N 165 FT FOR POB, TH CONT N70 FT, TH W 125 FT, TH S 70 FT, TH E 125 FT TO POB (0.20 AC) (OR 572-527: 2452-2835)
6	2407-231-0002-110-3	7 35 40 S 113.21 FT OF W 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4-LESS CANAL R/W- AND S 113.21 FT OF W 99 FT OF E 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4 AND E 99 FT OF W 198 FT OF E 1/2 OF W 1/2 OF SW 1/4 OF NW 1/4-LESS S 40 FT AND LESS AS IN ORDER OF TAKING CA #82-131-05- W 1/2 OF SW 1/4 OF SW 1/4 OF NW 1/4 AND W 99 FT OF E 1/2 OF SW 1/4 OF SW 1/4 OF NW 1/4-LESS RD R/W AND LESS AS IN CA #82-157-05 OR 378-806- (9.32 AC) (OR 3528-2429)
7	2407-231-0002-150-5	07 35 40 S 525 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NW 1/4 AND E 132 FT OF W 1/2 OF SW 1/4 OF NW 1/4-LESS E 125 FT AND LESS W 125 FT AND LESS RD R/W AND LESS THAT PART OF SW 1/4 OF NW 1/4 FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 00 07 33 E ALG W SEC LI 2645.03 FT, TH N 89 42 09 E 632.98 FT, TH N 00 17 51 W 40 FT, TH N 89 42 09 E 22.64 FT TO POB, TH N 00 05 45 E 4.92 FT, TH N 89 42 09 E 3.94 FT, TH S 00 05 45 W 4.92 FT, TH S 89 42 09 W 50 FT TO POB- (0.59 AC) (DB 88-34, 121) (OR 1252-96, 98: 1455-974: 2452-2835)
8	2407-231-0002-050-4	7 35 40 FROM SW COR OF NW 1/4 RUN E ALG 1/4 SEC LI 530.35 FT, TH N 445 FT FOR POB, TH CONT N80 FT, TH E 125 FT, TH S 80 FT, TH W 125 FT TO POB (0.23 AC) (OR 572-528: 2452-2835)

9	**2407-231-0002-060-7**	**7 35 40 FROM SW COR OF NW 1/4 RUN E ALG 1/4 SEC LI 530.35 FT, TH RUN N 375 FT FOR POB, TH CONT N 70 FT, TH RUN E 125 FT, TH RUN S 70 FT, TH RUN W 125 FT TO POB (69B) (0.20 AC) (OR 1360-2087: 2452-2835)**
10	**2407-231-0002-070-0**	**7 35 40 FROM SW COR OF NW 1/4 RUN E ALG 1/4 SEC LI 530.35 FT, TH N 305 FT FOR POB, TH CONT N 70 FT, TH E 125 FT, TH S 70 FT, TH W 125 FT TO POB (69C) (0.20 AC) (OR 1444-1029: 2452-2835)**
11	**2407-231-0002-080-3**	**7 35 40 FROM SW COR OF NW 1/4 RUN E ALG 1/4 SEC LI 530.35 FT, TH N 235 FT FOR POB, TH CONT N70 FT, TH E 125 FT, TH S 70 FT, TH W 125 FT TO POB (0.20 AC) (OR 572-525: 2452-2835)**
12	**2407-231-0002-090-6**	**7 35 40 FROM SW COR OF NW 1/4 RUN E AL 1/4 SEC LI 530.35 FT, TH N 165 FT FOR POB, TH CONT N 70 FT, TH E 125 FT, TH S 70 FT, TH W 125 FT TO POB (0.20 AC) (OR 572-526: 2452-2835)**
13	**2407-231-0002-100-0**	**7 35 40 FROM SW COR OF NW 1/4 RUN E ALG 1/4 SEC LI 530.35 FT, TH N 40 FT FOR POB, TH CONT N 125 FT, TH E 125 FT, TH S 125 FT, TH W 125 FT TO POB-LESS ORANGE AV R/W- (0.35 AC) (OR 775-2877: 2452-2835)**

RETURN TO:
Ben L. Bryan, Jr.
Fee, Bryan, & Koblegard, P.A.
Courthouse Box #25

Return to:

This instrument prepared by

J. C. Vandegrifft, Senior Engineering Tech
FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

See attached Exhibit A.

ANNEXATION AGREEMENT
INDIVIDUAL

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1242936 OR BOOK 0836 PAGE 1612
Recorded: 04-15-93 03:36 P.M.

DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Location Address:
5500 Orange Avenue
Fort Pierce, Florida 34982

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property which I own, to wit:

See Attached Exhibits A, B, C

The mailing address for the above-described property is: 5500 Orange Avenue
Fort Pierce, Florida 34947

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF, I hereunto set my hand(s) and seal this 25 day of February, 1993.

Signed, sealed and delivered in our presence as witnesses:

Joseph Vandegrifft
Witness Signature
JOSEPH VANDEGRIFFT
Printed Witness Signature

Witness Signature

Printed Witness Signature

Joseph G. Miller
Signature
Joseph G. Miller, as Trustee of the Joseph G. Miller Revocable Living Trust dated Oct. 2, 1986
Printed Signature
5500 Orange Avenue
Address
Fort Pierce, Florida 34947

Signature

Printed Signature

Address

STATE OF Florida
COUNTY OF St. Lucie

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared JOSEPH G. MILLER as Trustee of the JOSEPH G. MILLER REVOCABLE LIVING TRUST AGREEMENT dated October 2, 1986 with full power and authority to protect, conserve and to sell, lease, encumber or otherwise manage and dispose of the real property conveyed known to me to be the person___ described in and who executed the foregoing instrument, who acknowledged before me that _____executed the same, that I relied upon the following form___ of identification of the above-named person___: was personally known to me, and that an oath (~~was~~) (was not) taken.

NOTARY RUBBER STAMP SEAL

KENNA B. HAYES
MY COMMISSION # CC 193811 EXPIRES
May 31, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

Witness my hand and official seal in the County and State last aforesaid this 25 day of February, A.D. 1993.

Kenna B. Hayes
Notary Signature
KENNA B. HAYES
Printed Notary Signature

MAC:jm 04/92

EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL I—5620 ORANGE AVENUE:

The West 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights-of-way for public roads and drainage canals, if any.

PARCEL II—5620 ORANGE AVENUE:

The West 99 feet of the East 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT public roads and drainage canal rights-of-way, if any.

LESS from Parcels I and II the following-described parcels of land:

That part of the West 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 and that part of the West 99 feet of the East 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4, all in Section 7, Township 35 South, Range 40 East, in St. Lucie County, Florida; said part which lies within the following described portion of land:

COMMENCE at the SW corner of the NW 1/4 of said Section 7; thence North 89°40'15" East, along the South line of the NW 1/4 of said Section 7 and the Baseline of Survey for S.R. 68 a distance of 632.82 feet; thence North 00°19'45" West, a distance of 40 feet to the Point of Beginning: thence North 87°14'31" West, a distance of 222.82 feet; thence South 89°40'15" West, a distance of 348.03 feet; thence North 00°00'14" West, a distance of 58.00 feet; thence North 02°26'56" West, a distance of 351.63 feet; thence South 00°00'14" East, a distance of 421.39 feet to a point on the Northerly existing right-of-way line for S.R. 68; thence North 89°40'15" East, along said Northerly existing right-of-way line for S.R. 68, a distance of 585.59 feet to the Point of Beginning; all as shown on the Right-if-Way Map for Section 94070-2504, S.R. 68, St. Lucie County, Florida (Tax I.D. #2407-233-0004-000/9).

The above-described property as recorded in OR Book 572, page 488, of the Public Records of St. Lucie County, Florida.

Parcel III—5500 Orange Avenue:

The East 99 feet of the West 198 feet of the East 1/2 of the West 1/2 of the SW 1/4 of the NW 1/4 of Section 7 in Township 35 South, Range 40 East, containing 3 acres more or less (Tax I.D. #2407-232-0001-000/5).

The above-described property as recorded in OR Book 572, page 529, of the Public Records of St. Lucie County, Florida.

EXHIBIT B

LEGAL DESCRIPTIONS

PARCEL IV

The South 113.21 feet of the following-described property: The West 1/2 of the NW 1/4 of the SW 1/4 of the NW 1/4 and the West 99.00 feet of the East 1/2 of the NW 1/4 of the SW 1/4 of the NW 1/4, LESS AND EXCEPT rights-of-way lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

The above-described property as recorded in OR Book 775, page 2877, of the Public Records of St. Lucie County, Florida

PARCEL V—5500 ORANGE AVENUE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, thence run East along the Quarter Section line 530.35 feet to a point; thence turn and run North parallel with the West line of said Quarter Section line 40 feet to the Point of Beginning; thence continuing North, run 125 feet to a point, thence turn and run East parallel with the South line of said Quarter Section 125 feet to a point; thence turn and run South parallel with the West line of said Quarter Section 125 feet to a point; thence turn and run West parallel with the South line of said Quarter Section 125 feet to the Point of Beginning; same being described as Lots 15 and 16 of a survey by J. W. Whitice filed in Deed Book 217, Page 350, of the Public Records of St. Lucie County, Florida (Tax I.D. #2407-231-0002-100/0).

The above-described property as recorded in OR Book 775, page 2877, of the Public Records of St. Lucie County, Florida.

EXHIBIT C

LEGAL DESCRIPTIONS

PARCEL VI—45 LA JEAN DRIVE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, run East along the 1/4 Section line 530.35 feet to a point; thence turn and run North parallel to the West line of said Quarter Section, 165 feet to a Point of Beginning; thence continuing North, run 70 feet to a point; thence turn and run East parallel to the South line of said Quarter Section 125 feet; thence turn and run South parallel to the West side of said Quarter Section, 70 feet to a point ; thence turn and run West parallel to the South line of said Quarter Section 125 feet to a Point of Beginning; same being described as Lot 17 of a survey by J. W. Whitice filed in Deed Book 217, page 350, of the Public Records of St. Lucie County, Florida (Tax I.D. #2407-231-0002-090/6).

The above-described property as recorded in OR Book 572, page 526, of the Public Records of St. Lucie County, Florida.

PARCEL VII—59 LA JEAN DRIVE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, run thence East along the South line of said NW 1/4 a distance of 530.35 feet; thence run North parallel to the West line of said NW 1/4 a distance of 235 feet to a Point of Beginning; thence continuing North on said line, run North a distance of 70 feet, thence run East parallel to the South line of said NW 1/4 a distance of 125 feet, thence run South parallel to the West line of said NW 1/4 a distance of 70 feet, and thence run West parallel to the South line of said NW 12/4 a distance of 125 feet to the Point of Beginning; the same being otherwise described as Lot 18 of a survey made by J. W. Whitice, County Surveyor, filed in Deed Book 217 at page 350 of the Public Records of St. Lucie County, Florida, on the 13th day of August, 1956, lying and being in St. Lucie County, Florida (Tax I.D. #2407-231-0002-080/3).

The above-described property as recorded in OR Book 572, page 525, of the Public Records of St. Lucie County, Florida.

PARCEL VIII—105 LA JEAN DRIVE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, and run East along the South line of said Quarter Section 530.35 feet to a point; thence turn and run North parallel to the West line of said Quarter Section 445 feet to a Point of Beginning; thence continuing North, run 80 feet to a point; thence turn and run East parallel to the South line of said Quarter Section 125 feet to a point; thence run South parallel to a West line of said Quarter Section 80 feet to a point; thence turn and run West parallel to the South line of said Quarter Section line 125 feet to the Point of Beginning; same being described as Lot 21 and the Southerly 10 feet of Lot 22 of a survey by J. W. Whitice filed in Deed Book 217, page 350, of the Public Records of St. Lucie County, Florida (Tax I.D. #2407-231-0002-050/4).

The above-described property as recorded in OR Book 572, page 528, of the Public Records of St. Lucie County, Florida.

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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		2407-231-0002-060-7
		2407-231-0002-070-0
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		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
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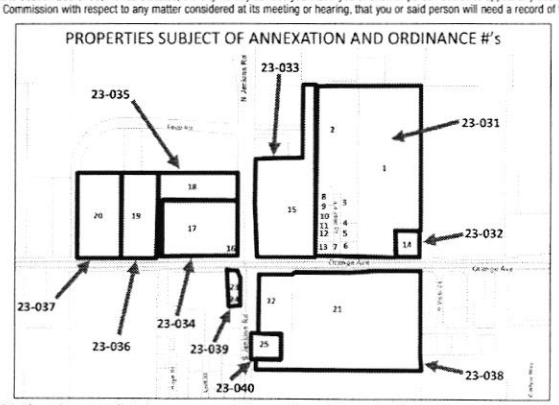
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

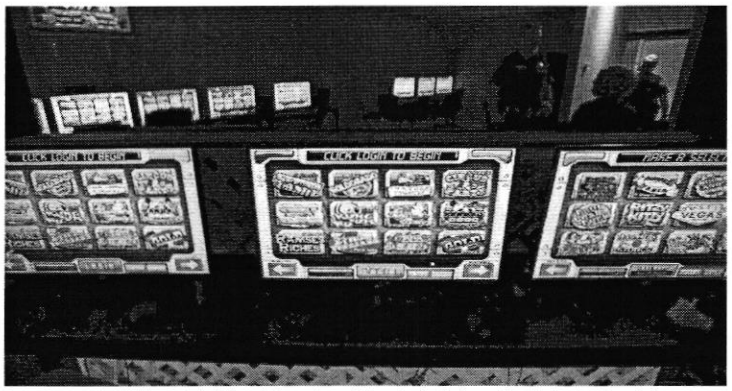
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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/s/ Linda W. Cox
City Clerk
Publish: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

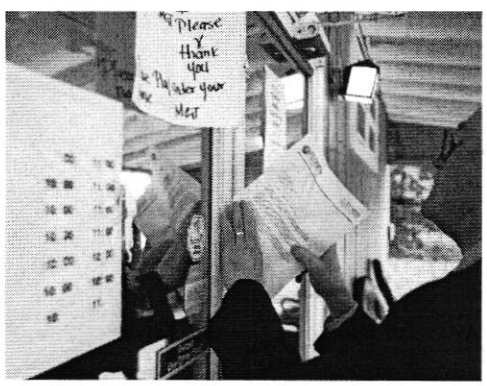
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. b.**

Meeting Date: 06/05/2023

Re: Ord 23-032 City Initiated Annexation (1 lot) 5310 ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislative Hearing - Ordinance 23-032 - Annexation - City Initiated - 1 Parcel
Gerald Groothouse located at 5310 Orange Ave, Parcel ID's; 242407-234-0004-000-2. - FIRST HEARING

SUMMARY:

ONE (1) LOT AT OR NEAR 5310 ORANGE AVENUE IN FORT PIERCE

This one (1) parcel is part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommend approval of the annexation

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
23-032
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 01:43 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

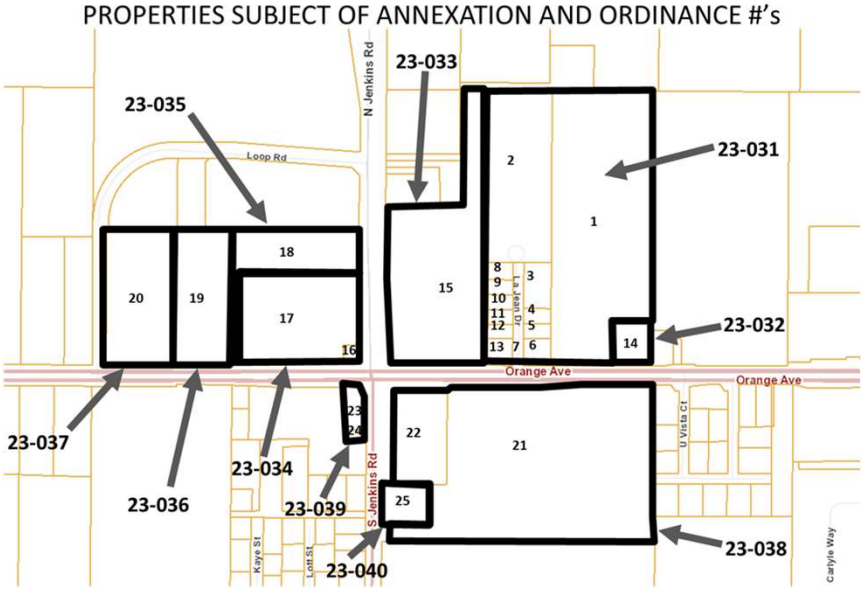
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

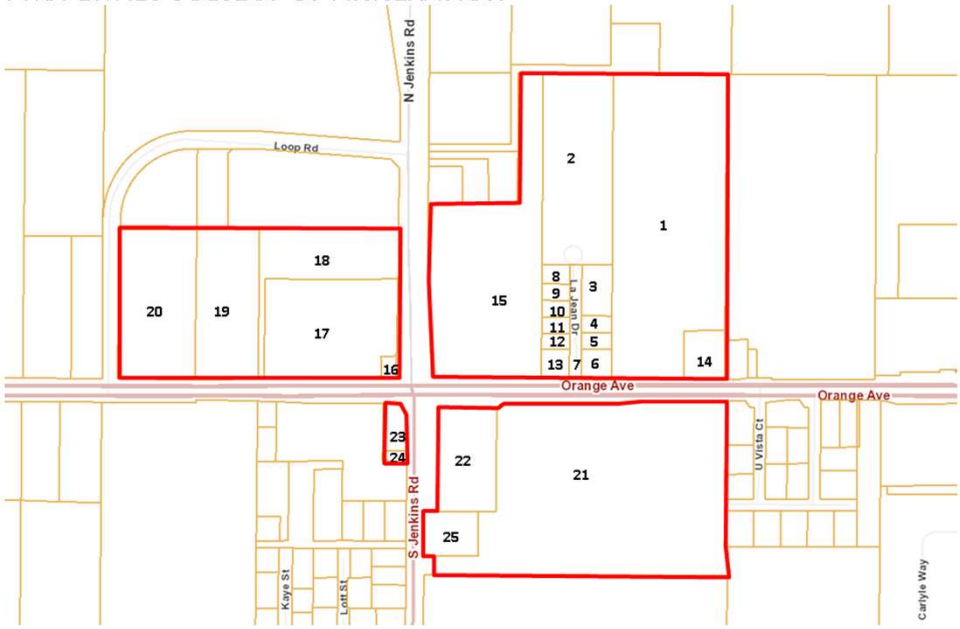
3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



4

PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

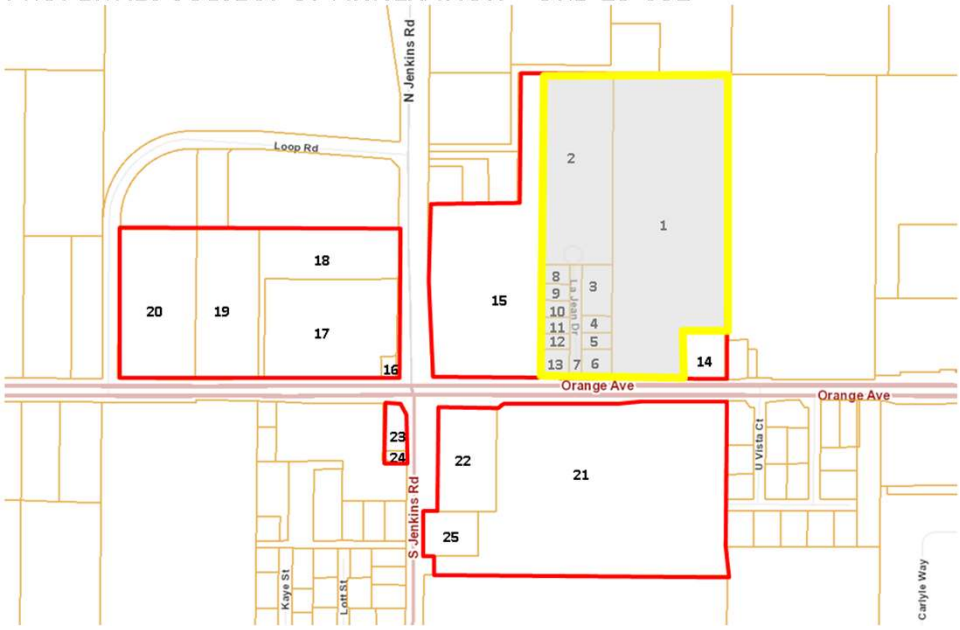
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

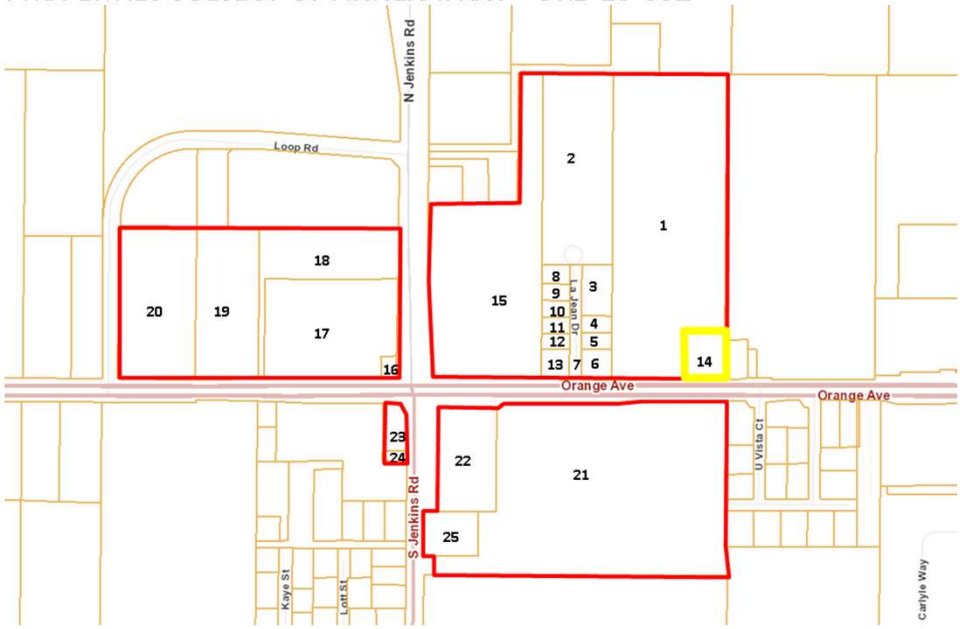
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

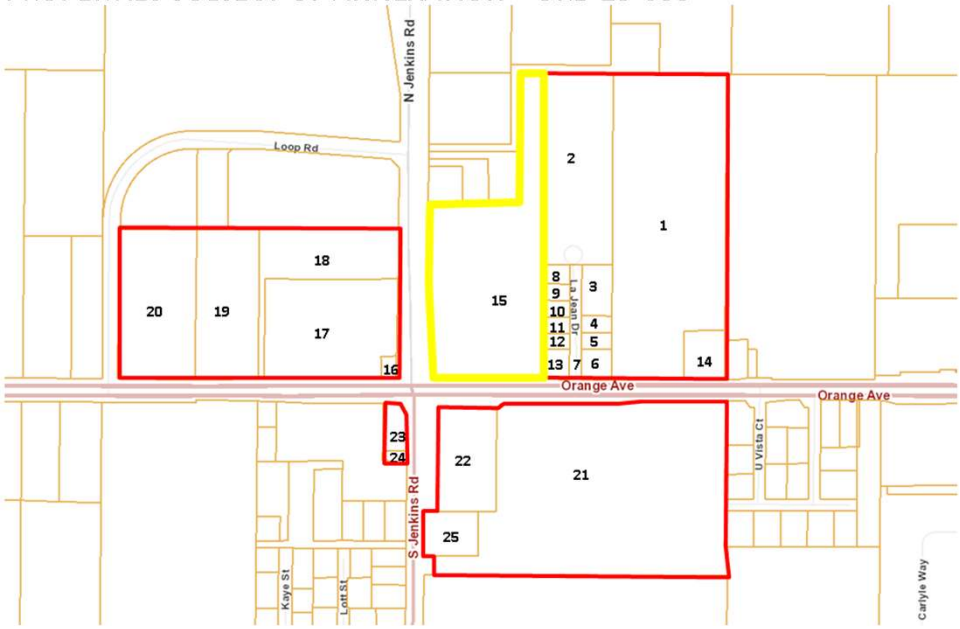
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

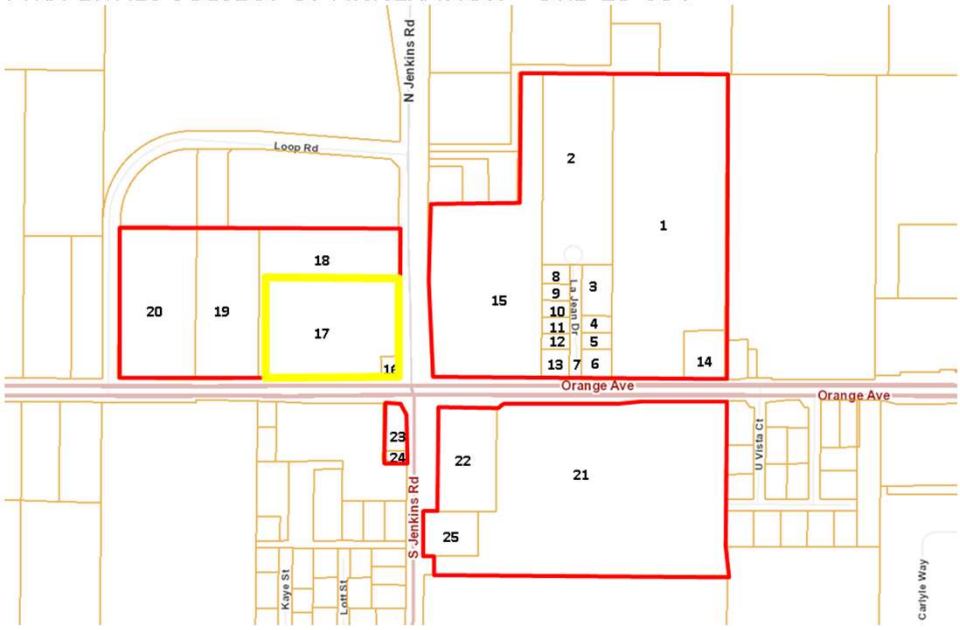
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

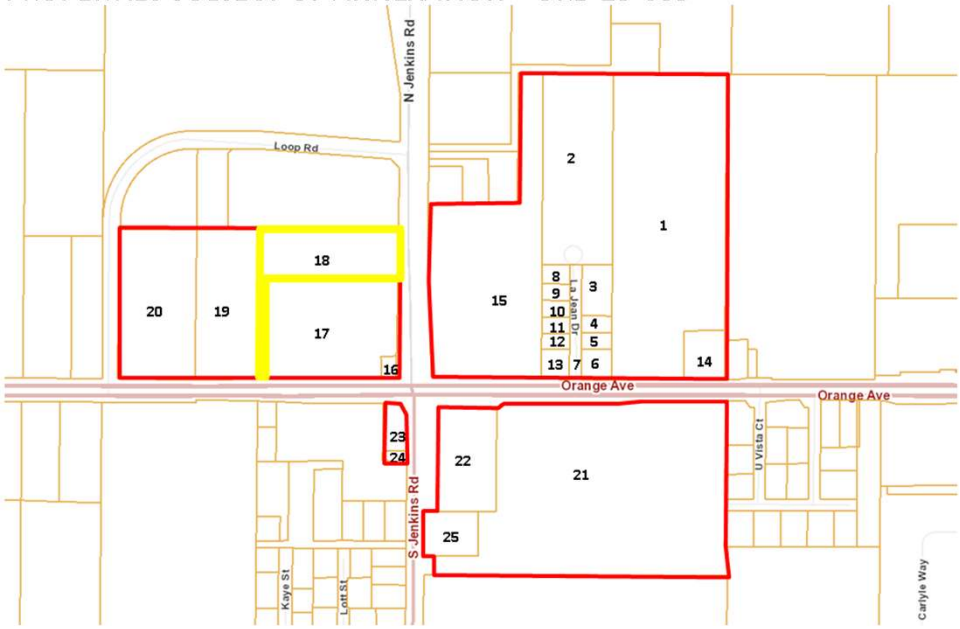
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

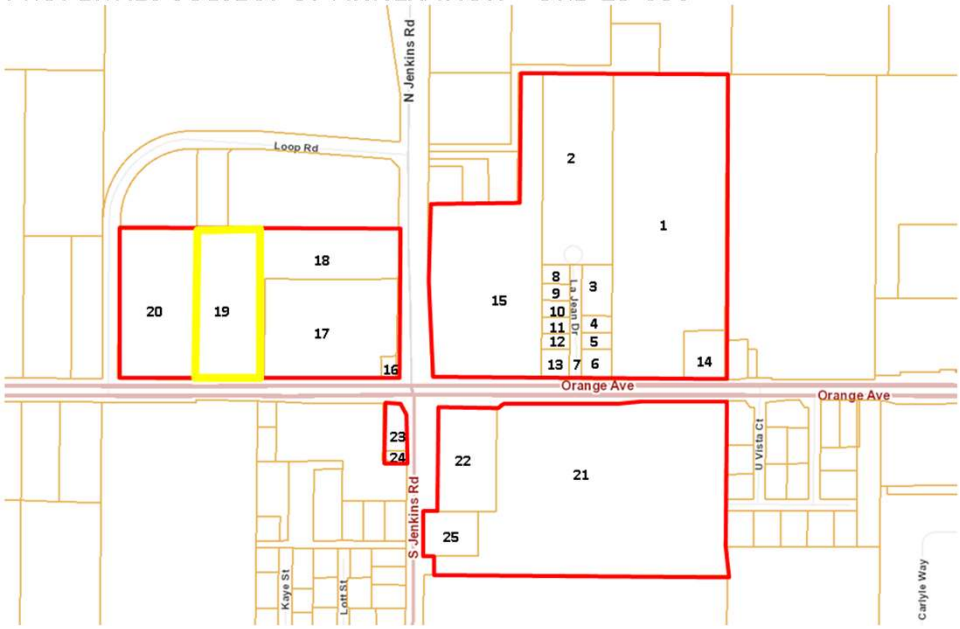
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

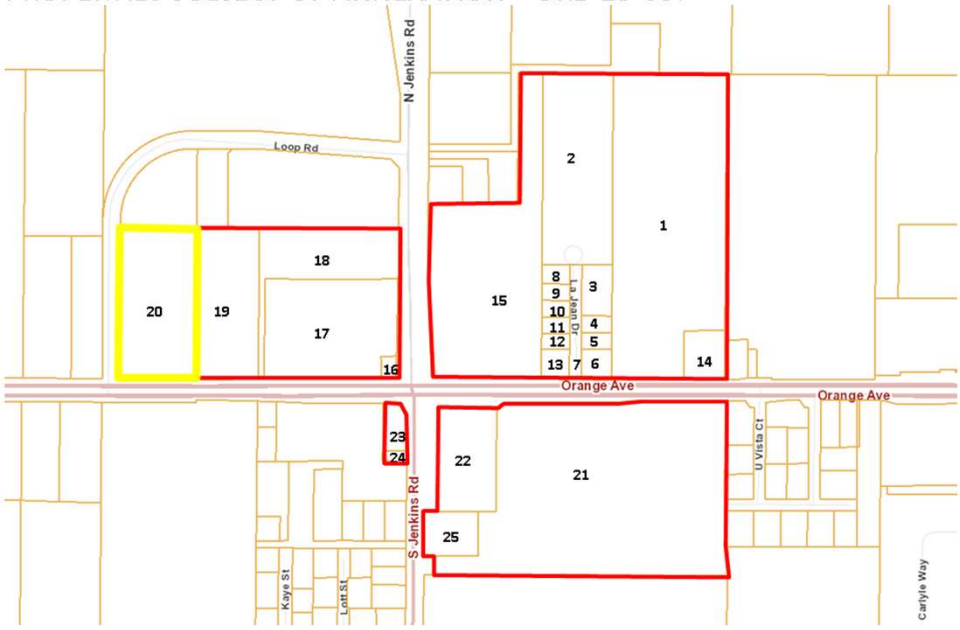
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

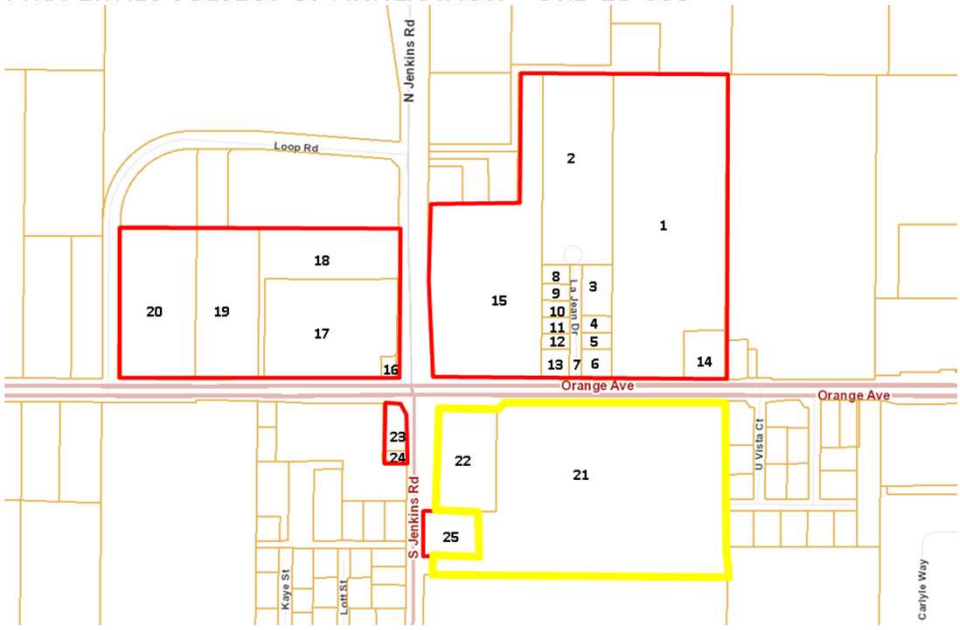
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

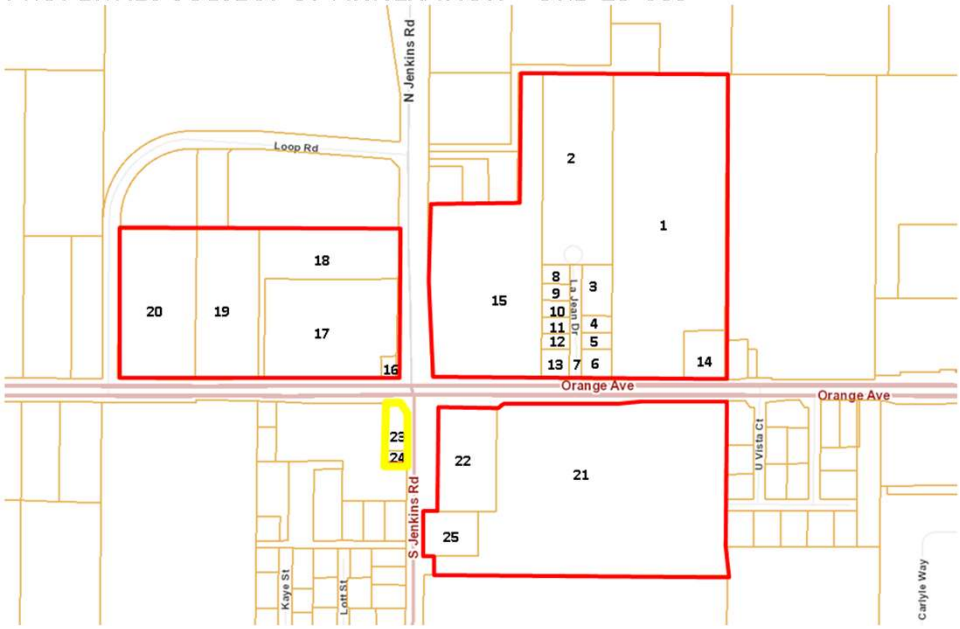
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

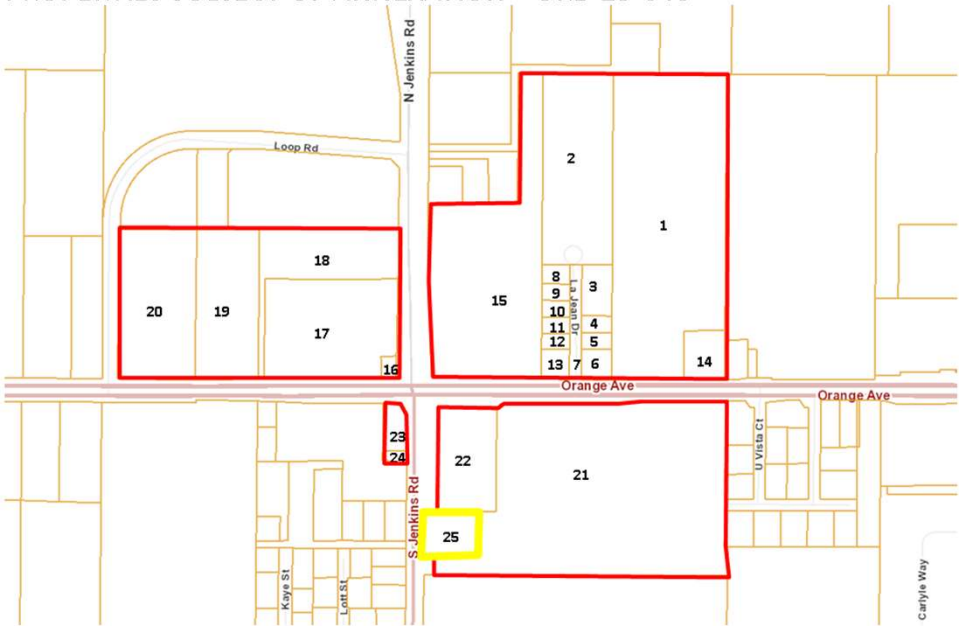
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

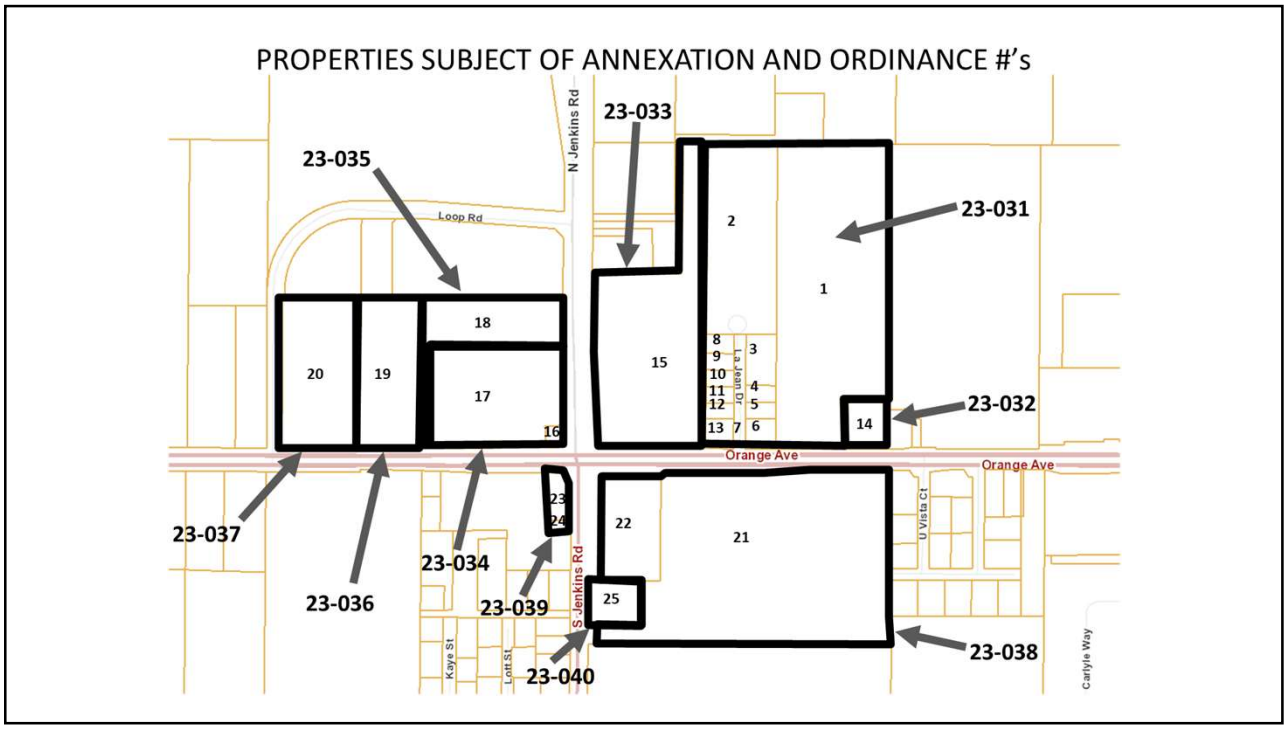
Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



26



27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-032

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5310 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

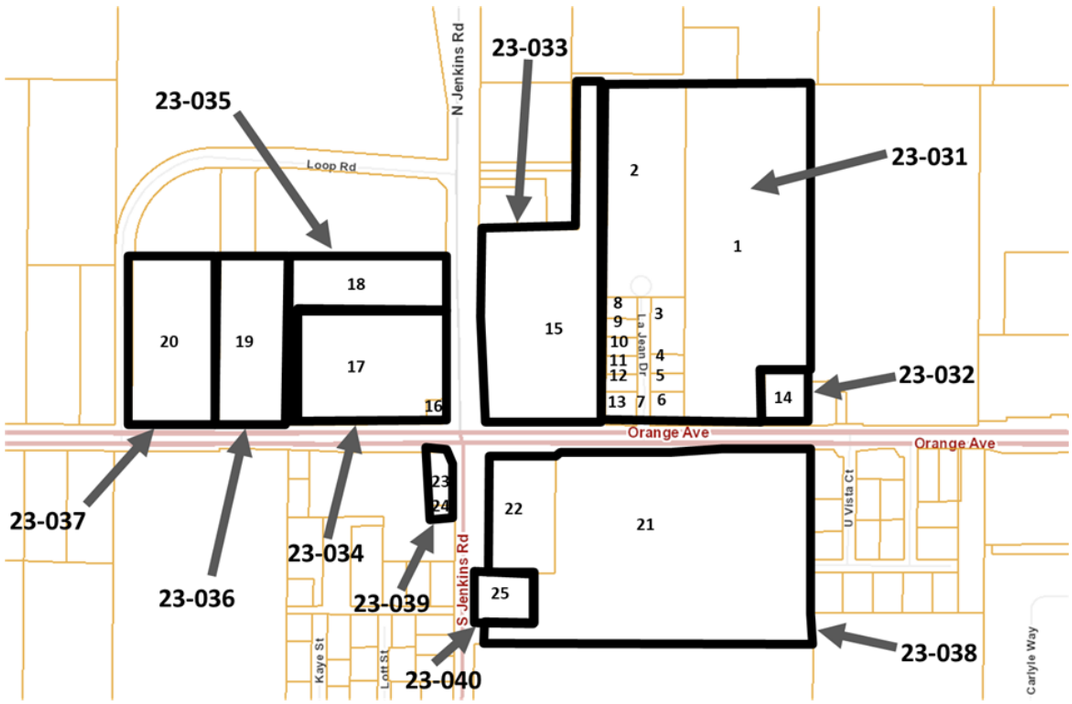
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
14	2407-234-0004-000-2	7 35 40 BEG ON N LI SR 68 40 FT N AND 20 FT W OF SE COR OF SW 1/4 OF NW 1/4, TH N 1 DEG 02 MIN E 205.47 FT, TH S 86 DEG 46 MIN W 173.65 FT, TH S 0 DEG 46 MIN W 204.8 FT TO N R/W SR 68, TH ELY 172.6 FT TO POB (0.82 AC) (OR 638-806)

RETURN TO:
Ben L. Bryan, Jr.
Fee, Bryan, & Koblegard, P.A.
Courthouse Box #25

Return to:

This instrument prepared by
E.J. Groothouse
FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):
2407-234-0004 000/2

ANNEXATION AGREEMENT
INDIVIDUAL

TO: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

5310 Orange Avenue, Ft. Pierce, FLORIDA 34947
Location Address

(SAME)
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property which I own, to wit:

See Exhibit A

THE ABOVE-DESCRIBED PROPERTY (IS NOT) THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE GRANTOR RESIDES AT 7903 S. Indian River Dr., Ft. Pierce, Fl. 34982

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF, We hereunto set our hand(s) and seal this 2 day of May, 1995

Signed, sealed and delivered in our presence as witnesses:

Gail M Groothouse
Witness Signature
Gail M. Groothouse
Printed Witness Signature

William T Burton
Witness Signature
William T. Burton
Printed Witness Signature

G L Groothouse
Signature
G.L. Groothouse
Printed Signature
7903 S. Indian River Dr.
Address
Ft. Pierce, Fl. 34982

E J Groothouse
Signature
E.J. Groothouse
Printed Signature

Address

City, State, Zip Code

STATE OF Florida
COUNTY OF St Lucie

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared

G.L. Groothouse and E.J. Groothouse, HIS WIFE

known to me to be the person S described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form ___ of identification of the above-named person S : PERSONALLY KNOWN TO ME and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL

OFFICIAL NOTARY SEAL
GAIL M GROOTHOUSE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC201569
MY COMMISSION EXP. JUNE 30,1996

Witness my hand and official seal in the County and State last aforesaid this 2 day of May, A.D. 1995.

Gail M Groothouse
Notary Signature
Gail M Groothouse
Printed Notary Signature

MAC:jm 10/93

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1402728 OR BOOK 0959 PAGE 2496
Recorded: 06-08-95 03:20 P.M.

EXHIBIT A

5310 Orange Avenue

Tax I.D. #2407-234-0004-000/2

(O.R. Book 638, Page 806)

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF ORANGE AVENUE (STATE ROAD NO. 68), 40 FEET NORTH AND 20 FEET WEST OF THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN THENCE N. 1 DEGREE, 02' E., 205.47 FEET; THENCE SOUTH 86 DEGREES, 46' W., 173.65 FEET; THENCE SOUTH 0 DEGREES, 46' W., 204.8 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE NO. 68; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 68, 172.6 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

OR BOOK 0959 PAGE 2497

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

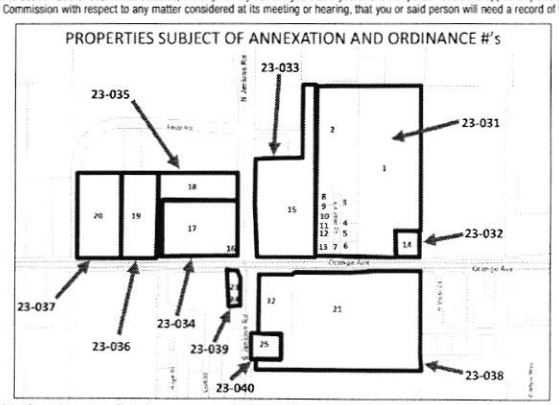
ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

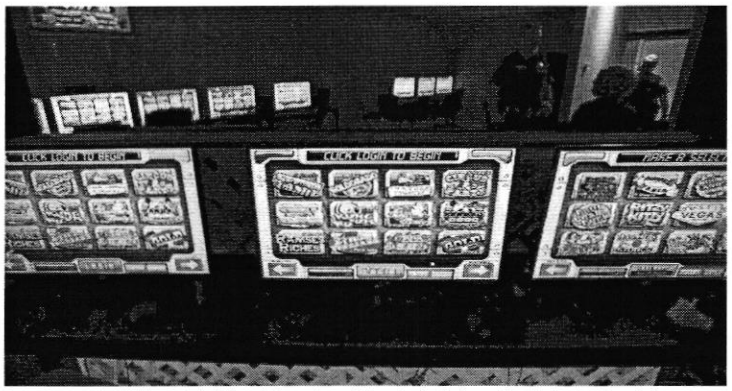
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
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23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
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23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

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/s/ Linda W. Cox
City Clerk
Publish: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

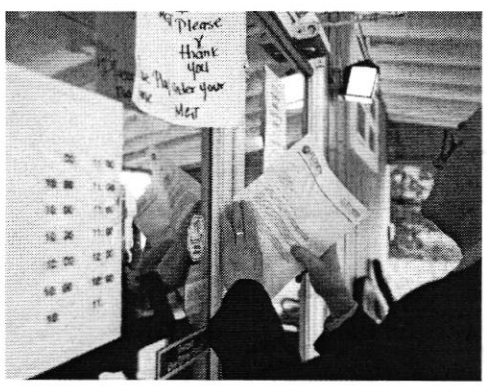
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. c.**

Meeting Date: 06/05/2023

Re: Ord 23-033 City Initiated Annexation (1 lot) 5500 ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-033 - Annexation - City Initiated - 1 Parcel owned by St. Lucie Battery and Tire Company located at 5500 Orange
Ave, Parcel ID; 2407-232-0001-000-5. - FIRST HEARING

SUMMARY:

ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE

This One (1) parcel is part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County

RECOMMENDATION:

Staff recommend approval of the annexation

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-033
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 01:45 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

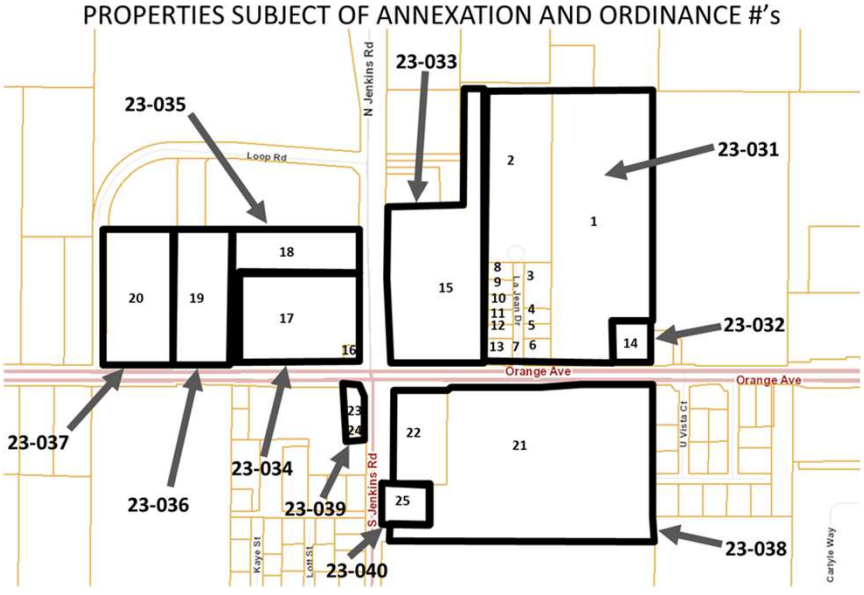
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

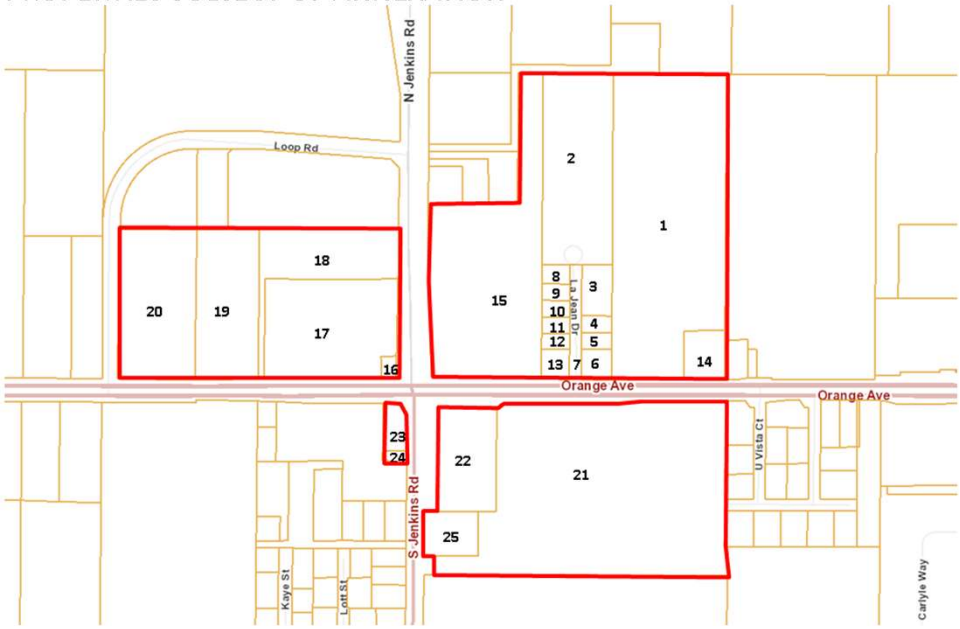
3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



4

PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

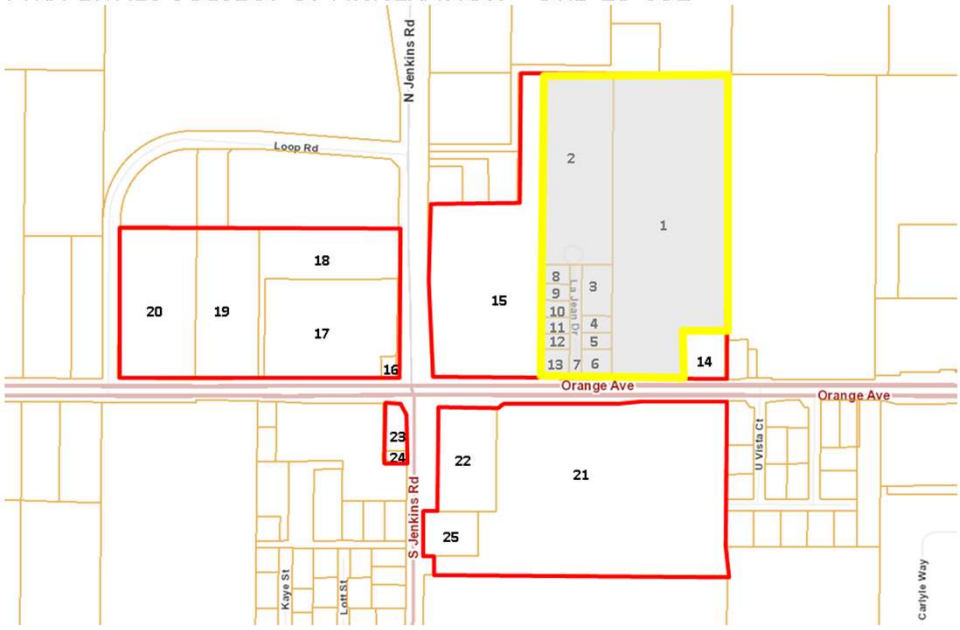
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

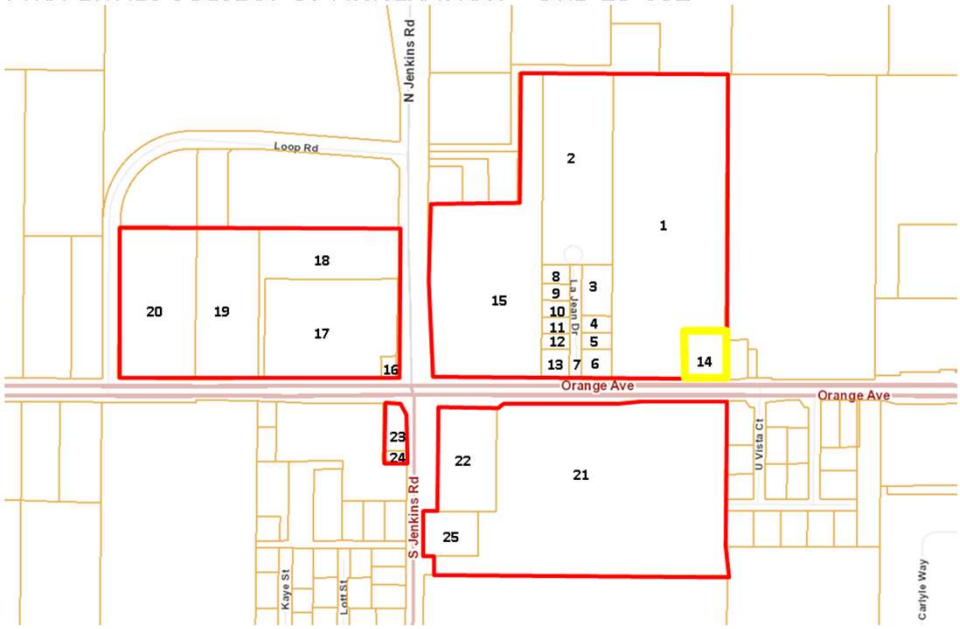
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

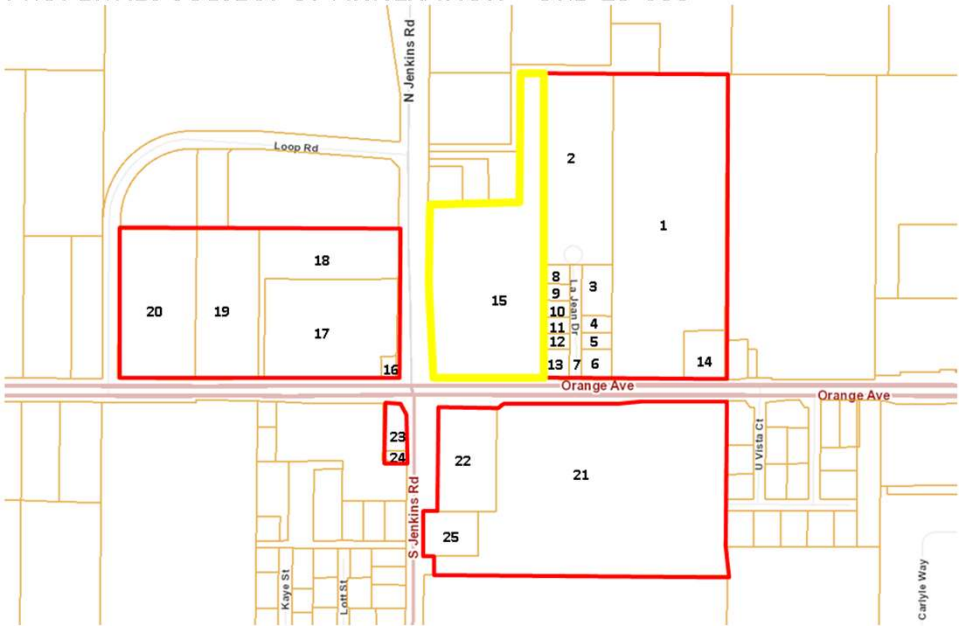
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

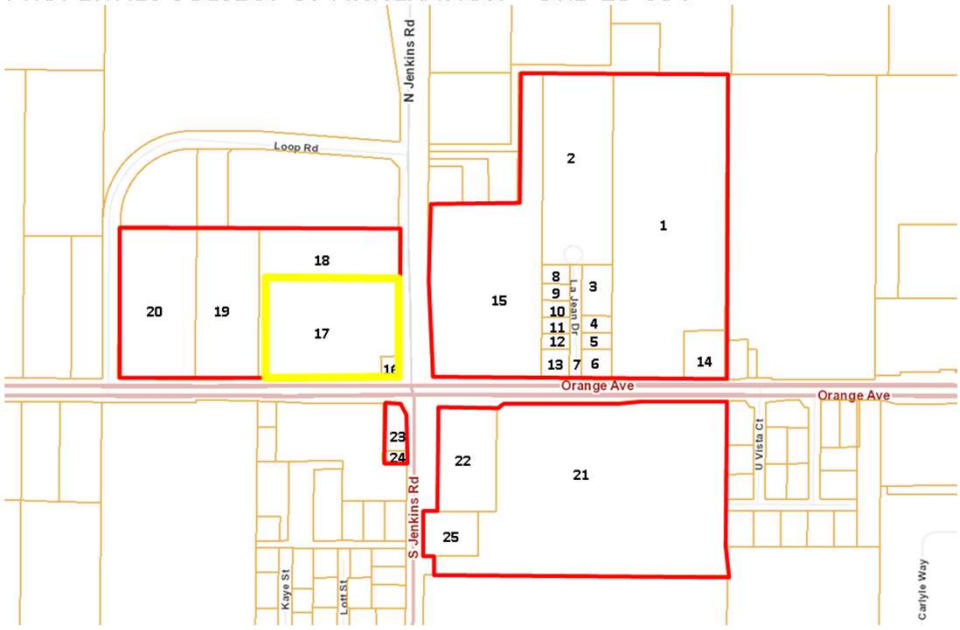
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

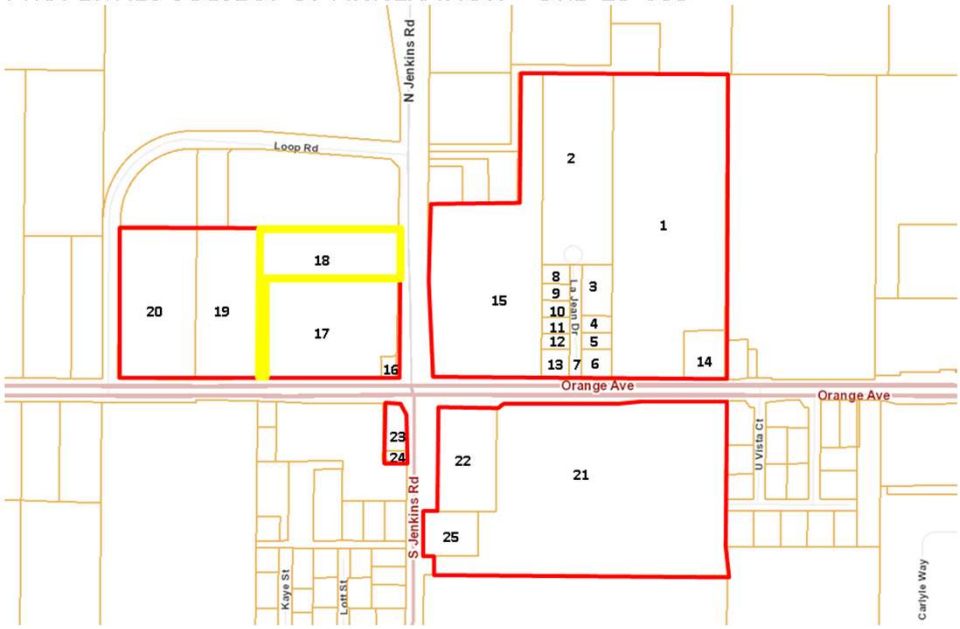
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

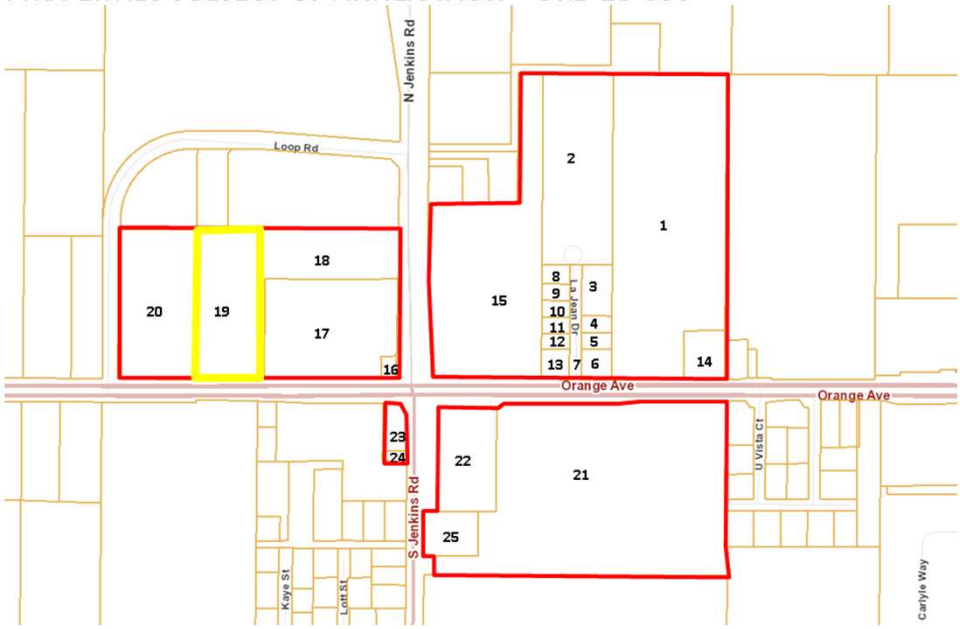
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

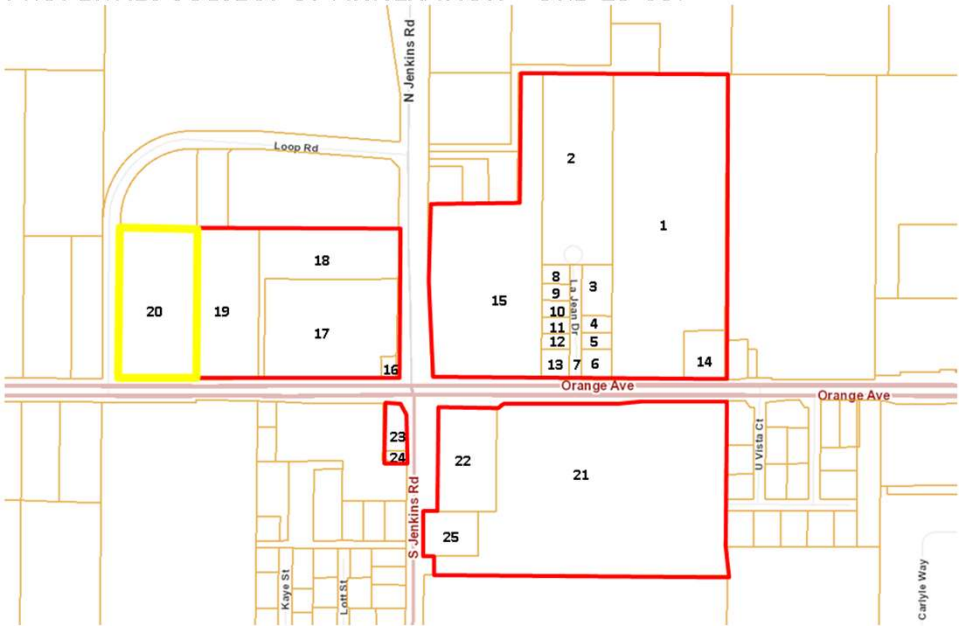
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

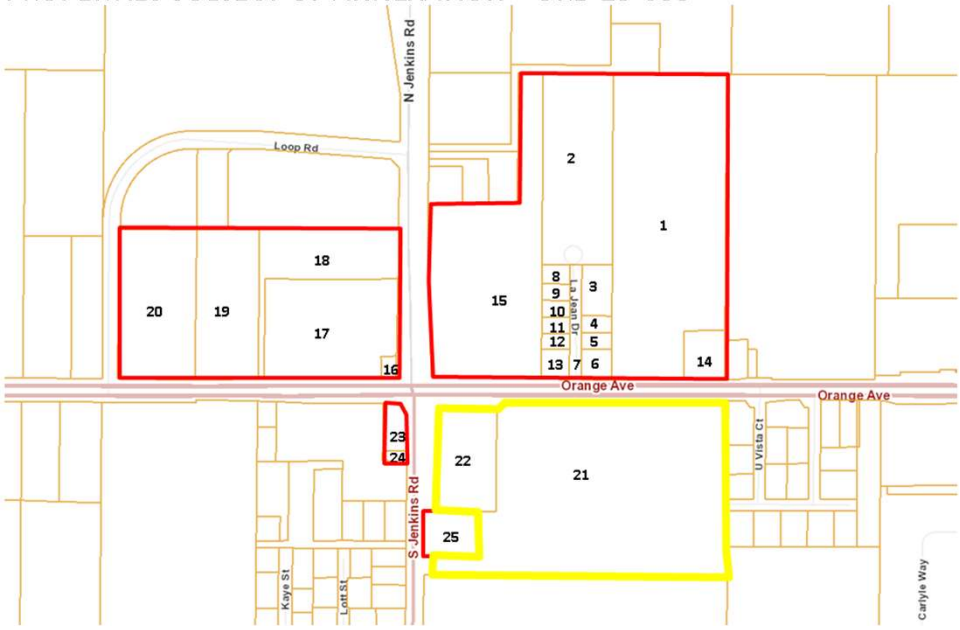
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

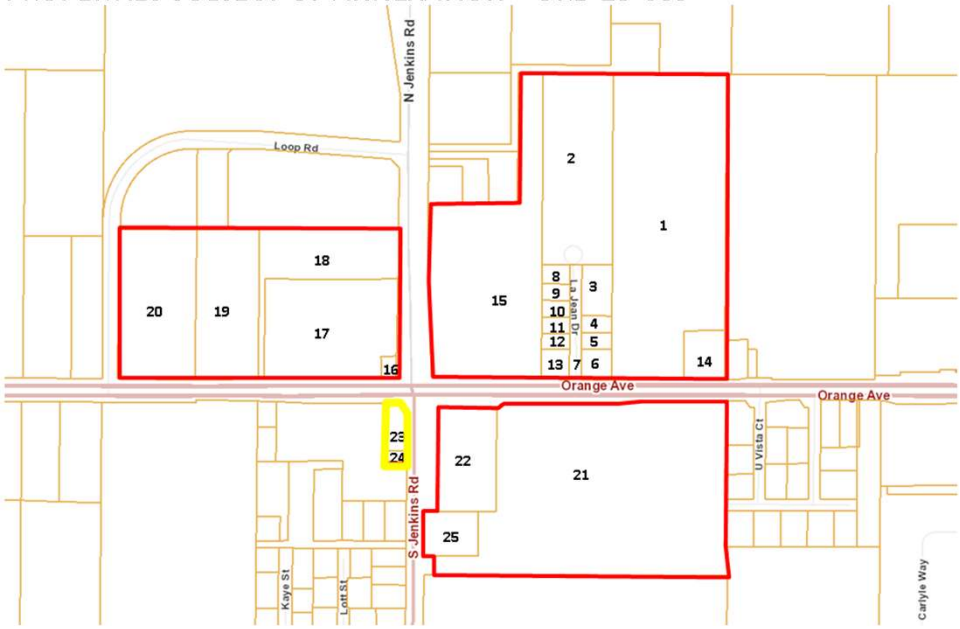
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

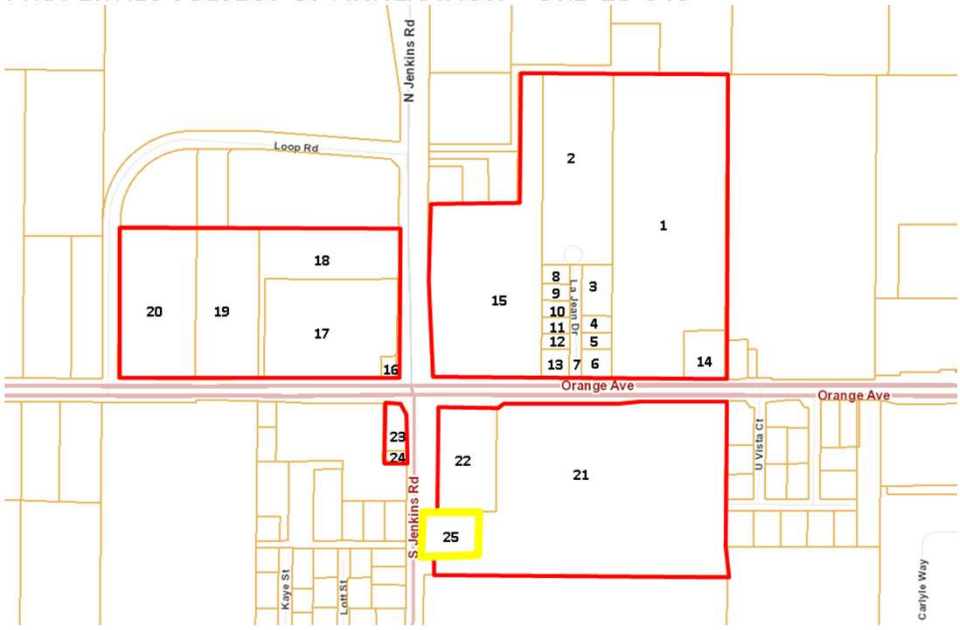
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

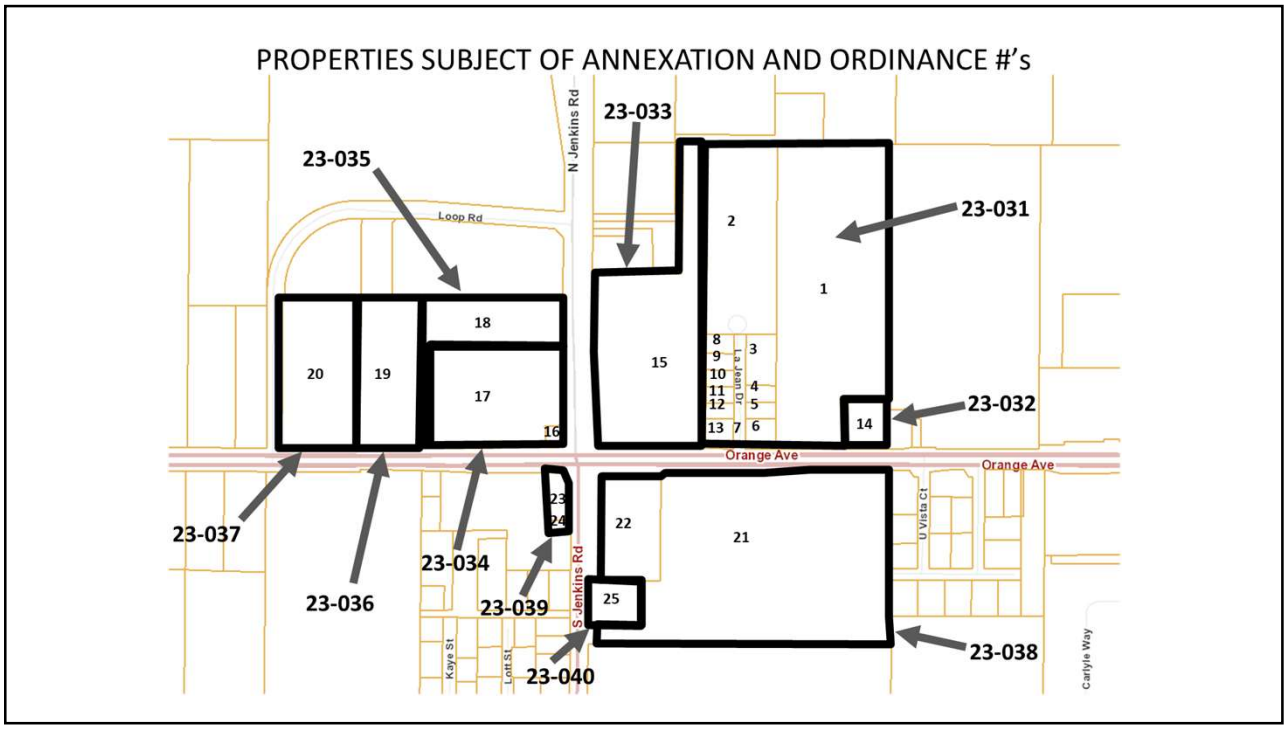
Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



26



27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-033

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

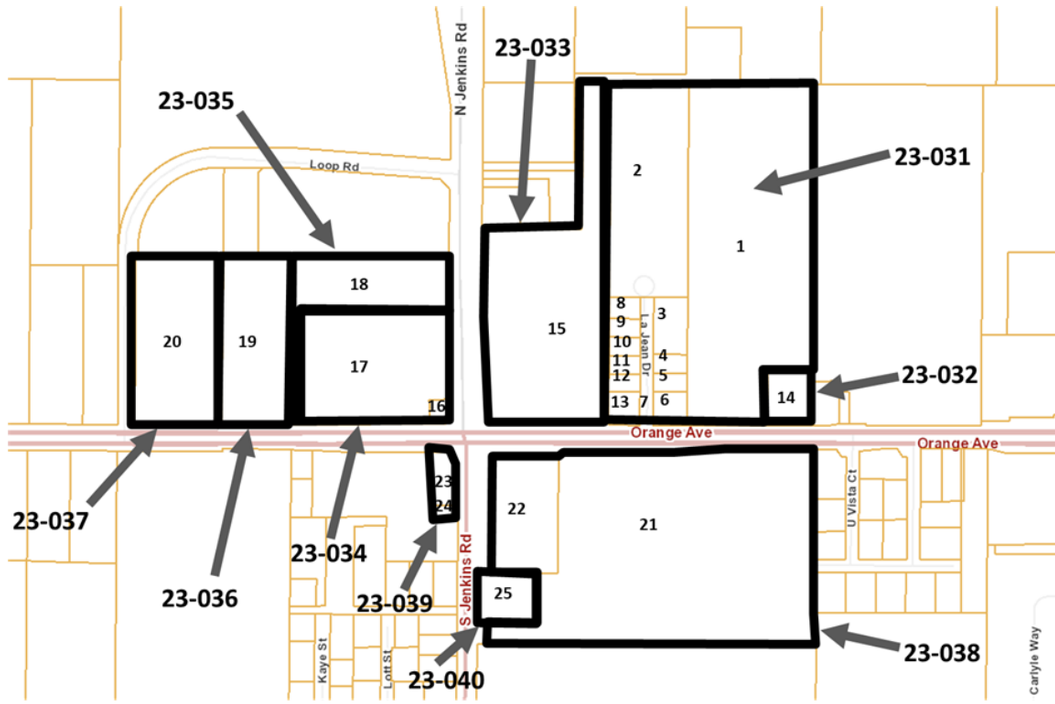
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
15	2407-232-0001-000-5	7 35 40 S 113.21 FT OF W 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4-LESS CANAL R/W- AND S 113.21 FT OF W 99 FT OF E 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4 AND E 99 FT OF W 198 FT OF E 1/2 OF W 1/2 OF SW 1/4 OF NW 1/4-LESS S 40 FT AND LESS AS IN ORDER OF TAKING CA #82-131-05- W 1/2 OF SW 1/4 OF SW 1/4 OF NW 1/4 AND W 99 FT OF E 1/2 OF SW 1/4 OF SW 1/4 OF NW 1/4-LESS RD R/W AND LESS AS IN CA #82-157-05 OR 378-806-(9.32 AC) (OR 3528-2429)

RETURN TO:
Ben L. Bryan, Jr.
Fee, Bryan, & Koblegard, P.A.
Courthouse Box #25

Return to:

This instrument prepared by

J. C. Vandegrifft, Senior Engineering Tech
FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

See attached Exhibit A.

ANNEXATION AGREEMENT
INDIVIDUAL

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1242936 OR BOOK 0836 PAGE 1612
Recorded: 04-15-93 03:36 P.M.

DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Location Address:
5500 Orange Avenue
Fort Pierce, Florida 34982

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property which I own, to wit:

See Attached Exhibits A, B, C

The mailing address for the above-described property is: 5500 Orange Avenue
Fort Pierce, Florida 34947

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF, I hereunto set my hand(s) and seal this 25 day of February, 1993.

Signed, sealed and delivered in our presence as witnesses:

Joseph Vandegrifft
Witness Signature
JOSEPH VANDEGRIFFT
Printed Witness Signature

Witness Signature

Printed Witness Signature

Joseph G. Miller
Signature
Joseph G. Miller, as Trustee of the Joseph G. Miller Revocable Living Trust dated Oct. 2, 1986
Printed Signature
5500 Orange Avenue
Address
Fort Pierce, Florida 34947

Signature

Printed Signature

Address

STATE OF Florida
COUNTY OF St. Lucie

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared JOSEPH G. MILLER as Trustee of the JOSEPH G. MILLER REVOCABLE LIVING TRUST AGREEMENT dated October 2, 1986 with full power and authority to protect, conserve and to sell, lease, encumber or otherwise manage and dispose of the real property conveyed known to me to be the person___ described in and who executed the foregoing instrument, who acknowledged before me that _____executed the same, that I relied upon the following form___ of identification of the above-named person___: was personally known to me, and that an oath (~~was~~) (was not) taken.

NOTARY RUBBER STAMP SEAL

KENNA B. HAYES
MY COMMISSION # CC 193811 EXPIRES
May 31, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

Witness my hand and official seal in the County and State last aforesaid this 25 day of February, A.D. 1993.

Kenna B. Hayes
Notary Signature
KENNA B. HAYES
Printed Notary Signature

MAC:jm 04/92

EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL I—5620 ORANGE AVENUE:

The West 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT rights-of-way for public roads and drainage canals, if any.

PARCEL II—5620 ORANGE AVENUE:

The West 99 feet of the East 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT public roads and drainage canal rights-of-way, if any.

LESS from Parcels I and II the following-described parcels of land:

That part of the West 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 and that part of the West 99 feet of the East 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4, all in Section 7, Township 35 South, Range 40 East, in St. Lucie County, Florida; said part which lies within the following described portion of land:

COMMENCE at the SW corner of the NW 1/4 of said Section 7; thence North 89°40'15" East, along the South line of the NW 1/4 of said Section 7 and the Baseline of Survey for S.R. 68 a distance of 632.82 feet; thence North 00°19'45" West, a distance of 40 feet to the Point of Beginning: thence North 87°14'31" West, a distance of 222.82 feet; thence South 89°40'15" West, a distance of 348.03 feet; thence North 00°00'14" West, a distance of 58.00 feet; thence North 02°26'56" West, a distance of 351.63 feet; thence South 00°00'14" East, a distance of 421.39 feet to a point on the Northerly existing right-of-way line for S.R. 68; thence North 89°40'15" East, along said Northerly existing right-of-way line for S.R. 68, a distance of 585.59 feet to the Point of Beginning; all as shown on the Right-if-Way Map for Section 94070-2504, S.R. 68, St. Lucie County, Florida (Tax I.D. #2407-233-0004-000/9).

The above-described property as recorded in OR Book 572, page 488, of the Public Records of St. Lucie County, Florida.

Parcel III—5500 Orange Avenue:

The East 99 feet of the West 198 feet of the East 1/2 of the West 1/2 of the SW 1/4 of the NW 1/4 of Section 7 in Township 35 South, Range 40 East, containing 3 acres more or less (Tax I.D. #2407-232-0001-000/5).

The above-described property as recorded in OR Book 572, page 529, of the Public Records of St. Lucie County, Florida.

EXHIBIT B

LEGAL DESCRIPTIONS

PARCEL IV

The South 113.21 feet of the following-described property: The West 1/2 of the NW 1/4 of the SW 1/4 of the NW 1/4 and the West 99.00 feet of the East 1/2 of the NW 1/4 of the SW 1/4 of the NW 1/4, LESS AND EXCEPT rights-of-way lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

The above-described property as recorded in OR Book 775, page 2877, of the Public Records of St. Lucie County, Florida

PARCEL V—5500 ORANGE AVENUE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, thence run East along the Quarter Section line 530.35 feet to a point; thence turn and run North parallel with the West line of said Quarter Section line 40 feet to the Point of Beginning; thence continuing North, run 125 feet to a point, thence turn and run East parallel with the South line of said Quarter Section 125 feet to a point; thence turn and run South parallel with the West line of said Quarter Section 125 feet to a point; thence turn and run West parallel with the South line of said Quarter Section 125 feet to the Point of Beginning; same being described as Lots 15 and 16 of a survey by J. W. Whitice filed in Deed Book 217, Page 350, of the Public Records of St. Lucie County, Florida (Tax I.D. #2407-231-0002-100/0).

The above-described property as recorded in OR Book 775, page 2877, of the Public Records of St. Lucie County, Florida.

EXHIBIT C

LEGAL DESCRIPTIONS

PARCEL VI—45 LA JEAN DRIVE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, run East along the 1/4 Section line 530.35 feet to a point; thence turn and run North parallel to the West line of said Quarter Section, 165 feet to a Point of Beginning; thence continuing North, run 70 feet to a point; thence turn and run East parallel to the South line of said Quarter Section 125 feet; thence turn and run South parallel to the West side of said Quarter Section, 70 feet to a point ; thence turn and run West parallel to the South line of said Quarter Section 125 feet to a Point of Beginning; same being described as Lot 17 of a survey by J. W. Whitice filed in Deed Book 217, page 350, of the Public Records of St. Lucie County, Florida (Tax I.D. #2407-231-0002-090/6).

The above-described property as recorded in OR Book 572, page 526, of the Public Records of St. Lucie County, Florida.

PARCEL VII—59 LA JEAN DRIVE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, run thence East along the South line of said NW 1/4 a distance of 530.35 feet; thence run North parallel to the West line of said NW 1/4 a distance of 235 feet to a Point of Beginning; thence continuing North on said line, run North a distance of 70 feet, thence run East parallel to the South line of said NW 1/4 a distance of 125 feet, thence run South parallel to the West line of said NW 1/4 a distance of 70 feet, and thence run West parallel to the South line of said NW 12/4 a distance of 125 feet to the Point of Beginning; the same being otherwise described as Lot 18 of a survey made by J. W. Whitice, County Surveyor, filed in Deed Book 217 at page 350 of the Public Records of St. Lucie County, Florida, on the 13th day of August, 1956, lying and being in St. Lucie County, Florida (Tax I.D. #2407-231-0002-080/3).

The above-described property as recorded in OR Book 572, page 525, of the Public Records of St. Lucie County, Florida.

PARCEL VIII—105 LA JEAN DRIVE:

Commencing at the SW corner of the NW 1/4 of Section 7, Township 35 South, Range 40 East, and run East along the South line of said Quarter Section 530.35 feet to a point; thence turn and run North parallel to the West line of said Quarter Section 445 feet to a Point of Beginning; thence continuing North, run 80 feet to a point; thence turn and run East parallel to the South line of said Quarter Section 125 feet to a point; thence run South parallel to a West line of said Quarter Section 80 feet to a point; thence turn and run West parallel to the South line of said Quarter Section line 125 feet to the Point of Beginning; same being described as Lot 21 and the Southerly 10 feet of Lot 22 of a survey by J. W. Whitice filed in Deed Book 217, page 350, of the Public Records of St. Lucie County, Florida (Tax I.D. #2407-231-0002-050/4).

The above-described property as recorded in OR Book 572, page 528, of the Public Records of St. Lucie County, Florida.

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
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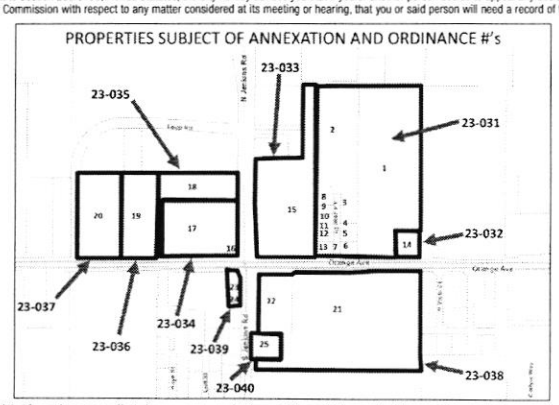
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

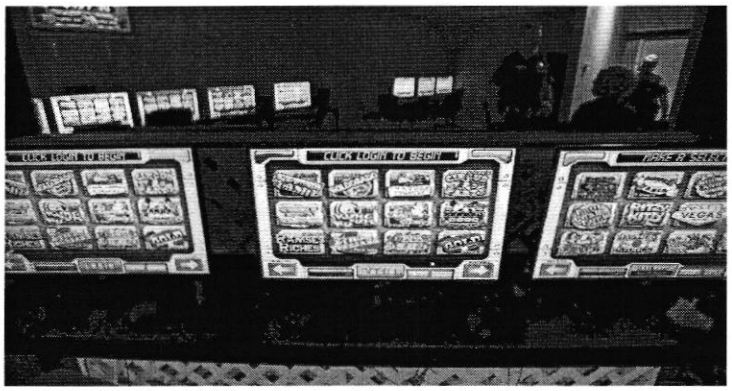
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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/s/ Linda W. Cox
City Clerk
Publish: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

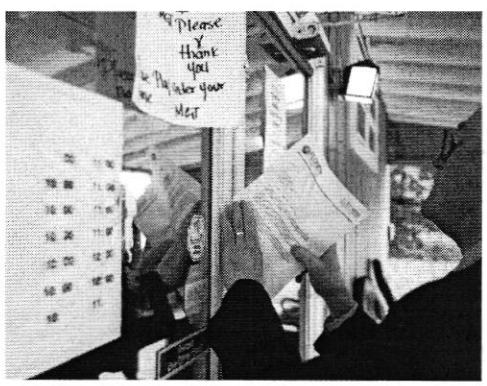
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. d.**

Meeting Date: 06/05/2023

Re: Ord 23-034 City Initiated Annexation (2 lots) 5750 ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

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SUBJECT:

Legislative Hearing - Ordinance 23-034 - Annexation - City Initiated - 2 Parcels owned by Palm Way Investments LLC, located at 5750 Orange Ave, Parcel ID's; 2312-144-0004-000-5 and 2312-144-0003-000-8 - FIRST HEARING

SUMMARY:

TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE

These Two (2) parcels are part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County

RECOMMENDATION:

Staff recommend approval of the annexation.

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-034
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 03:43 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

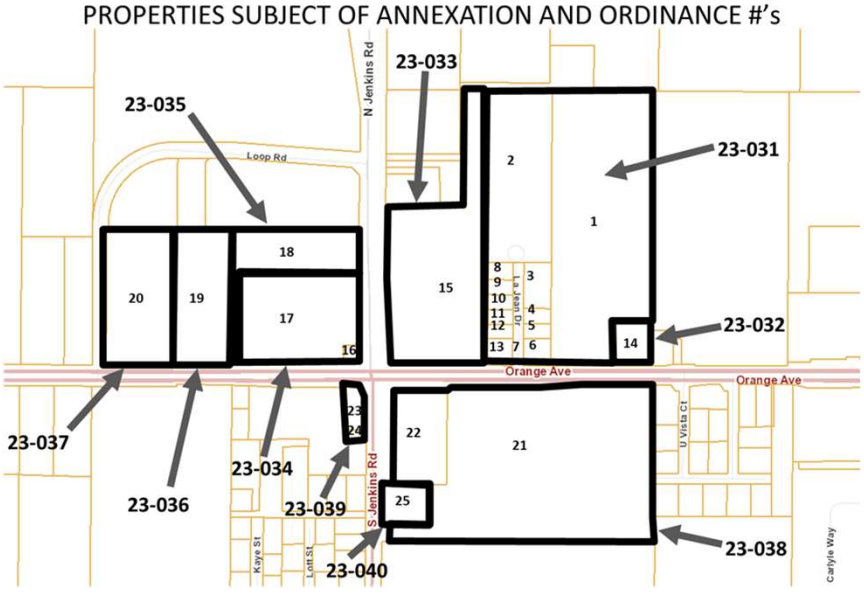
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



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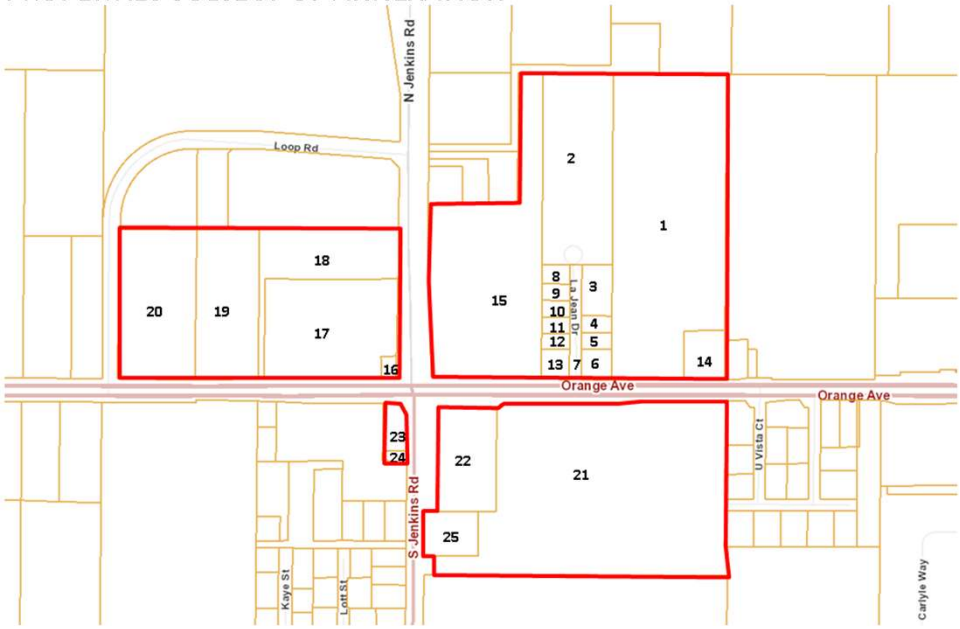
PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

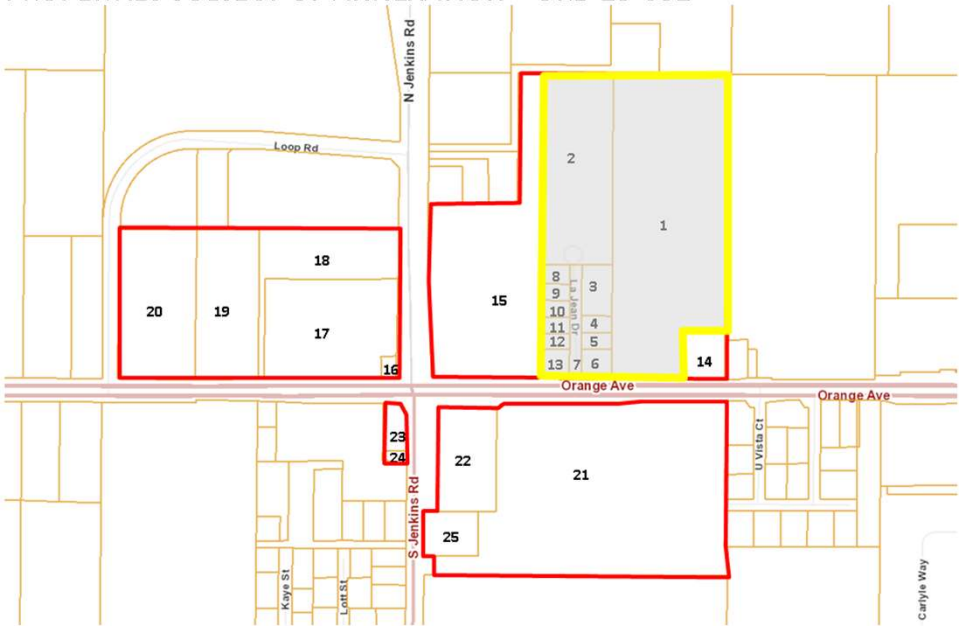
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

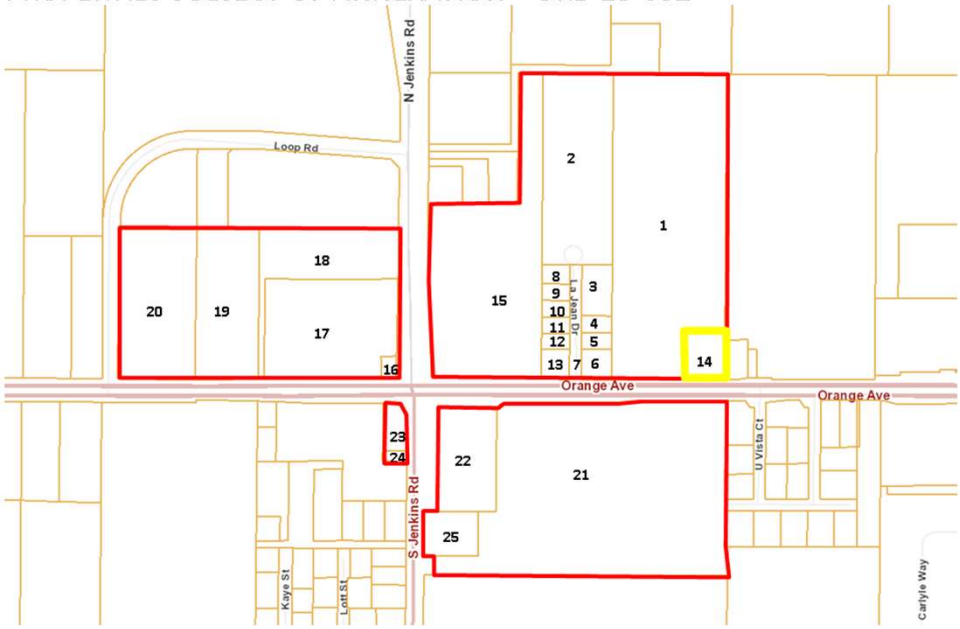
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

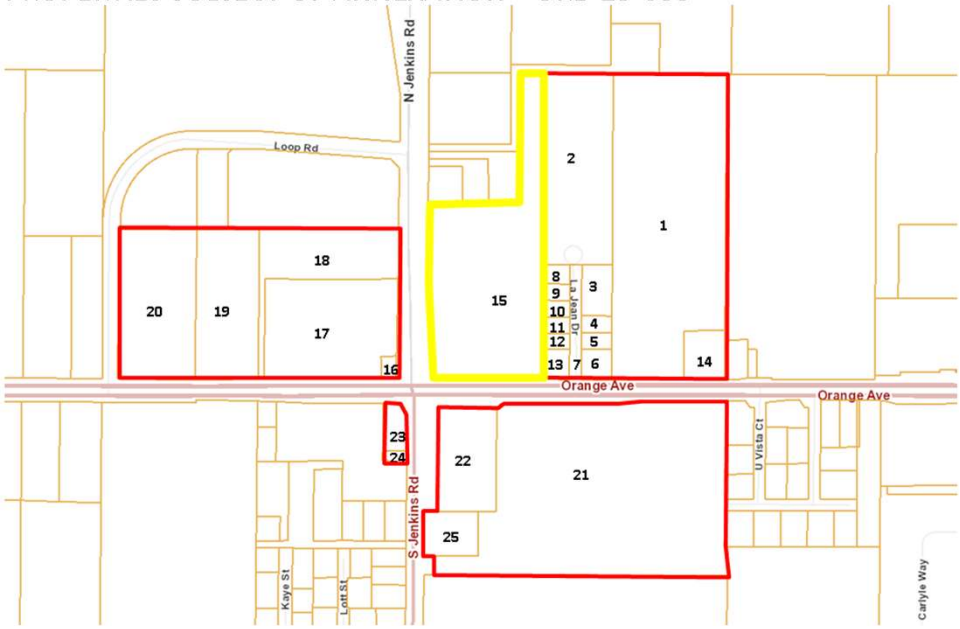
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

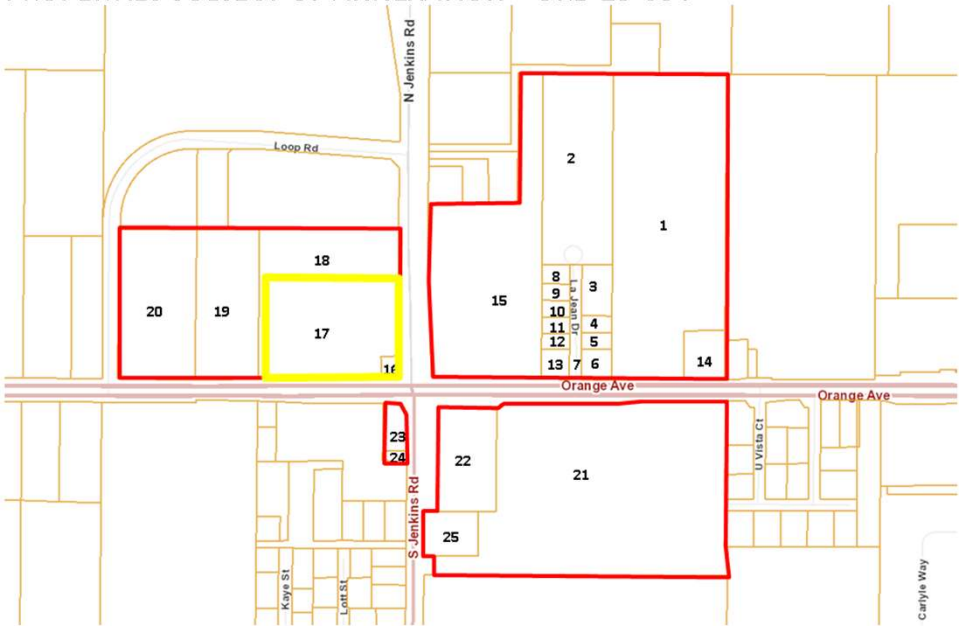
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

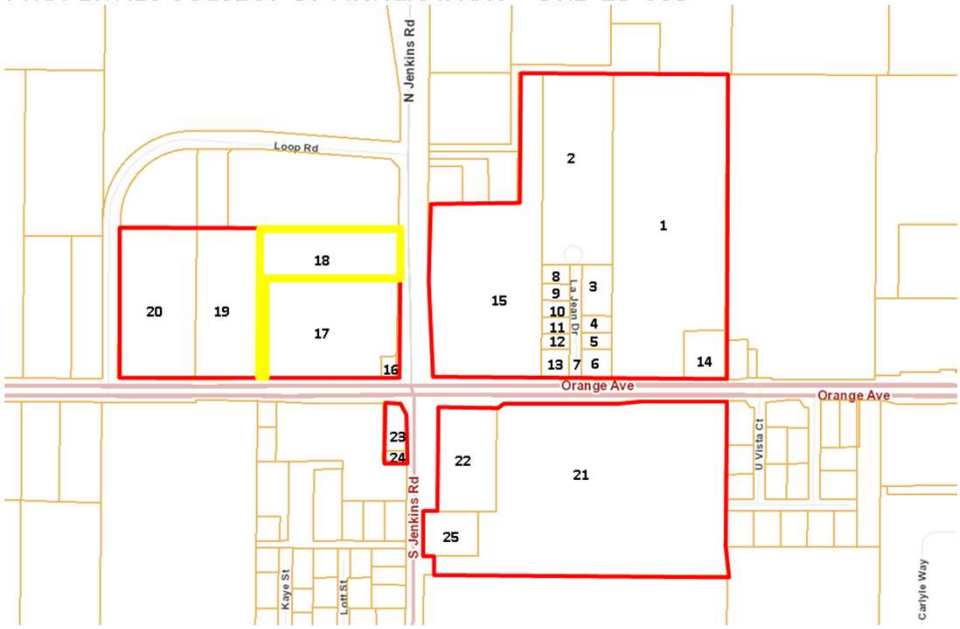
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

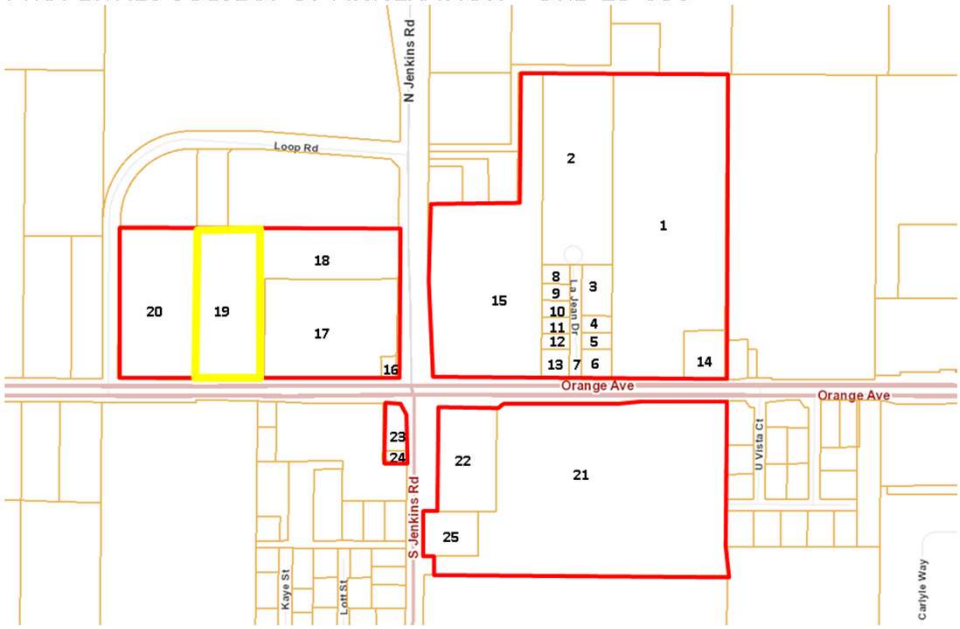
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

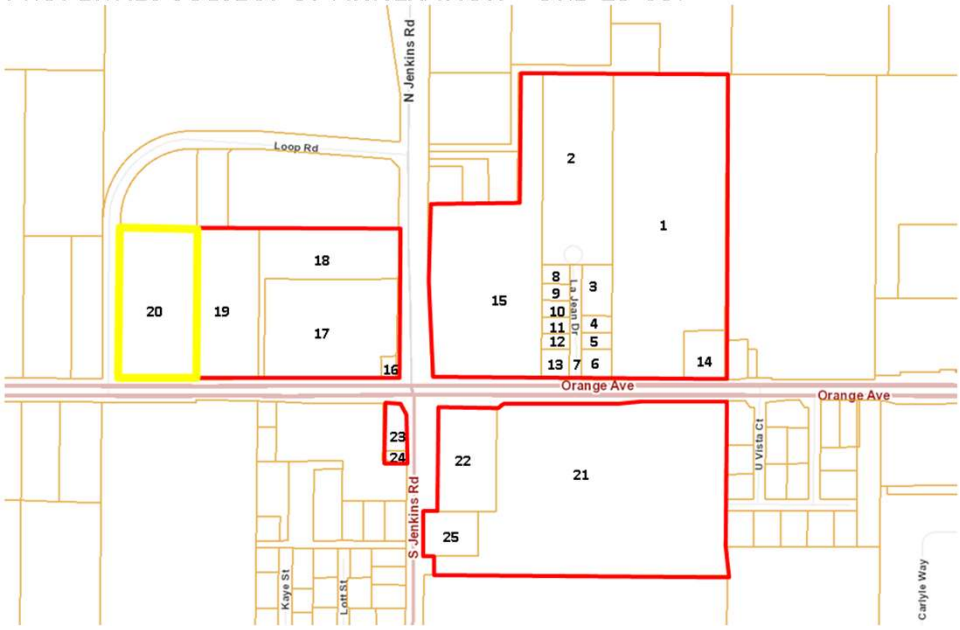
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

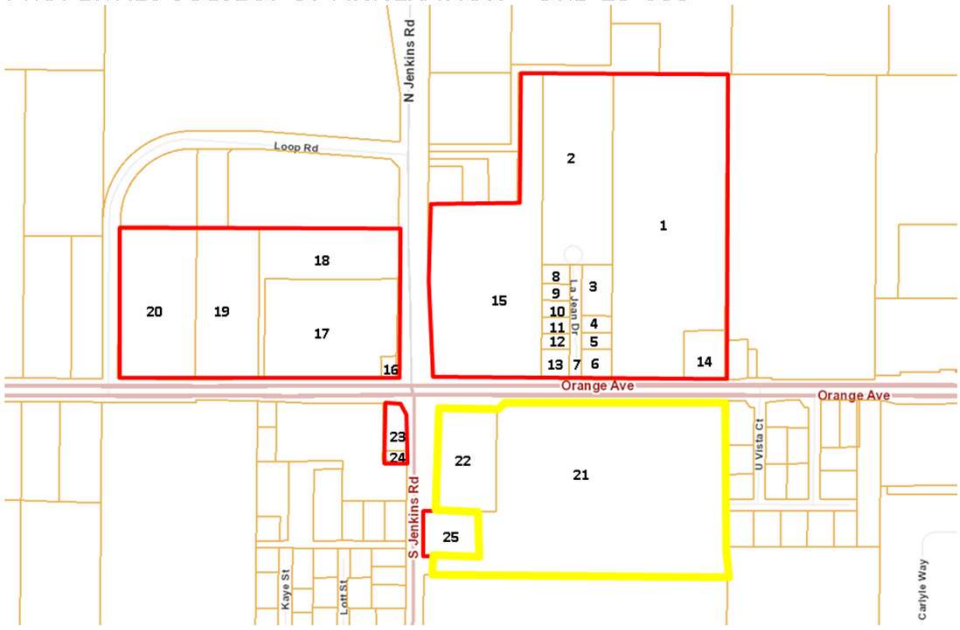
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

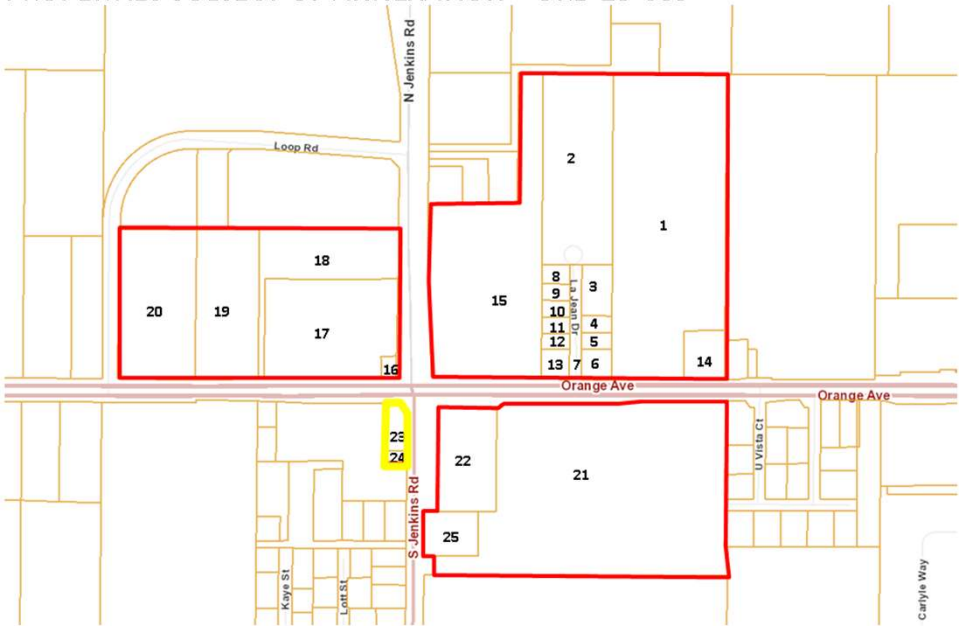
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

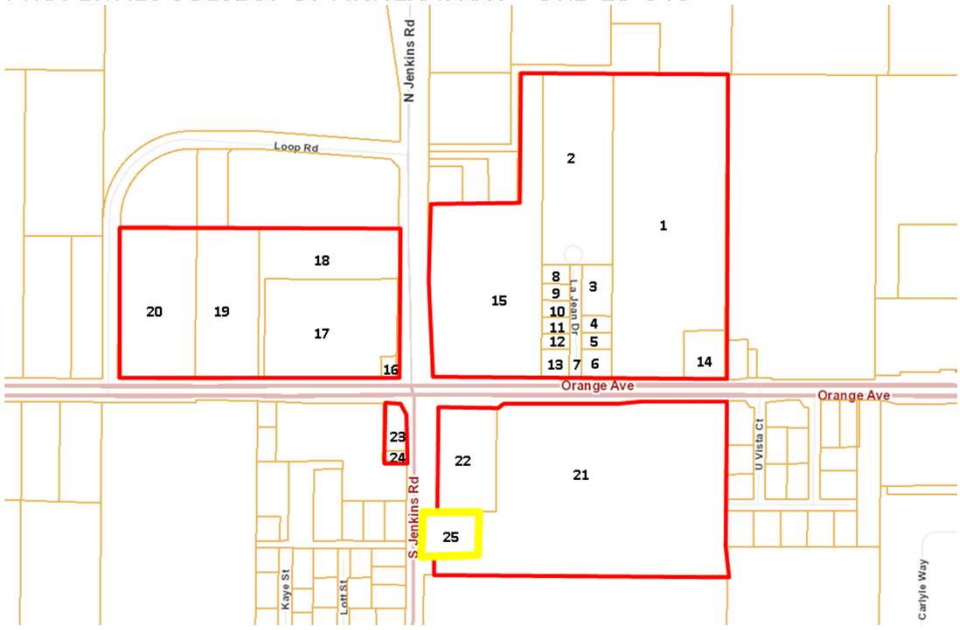
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

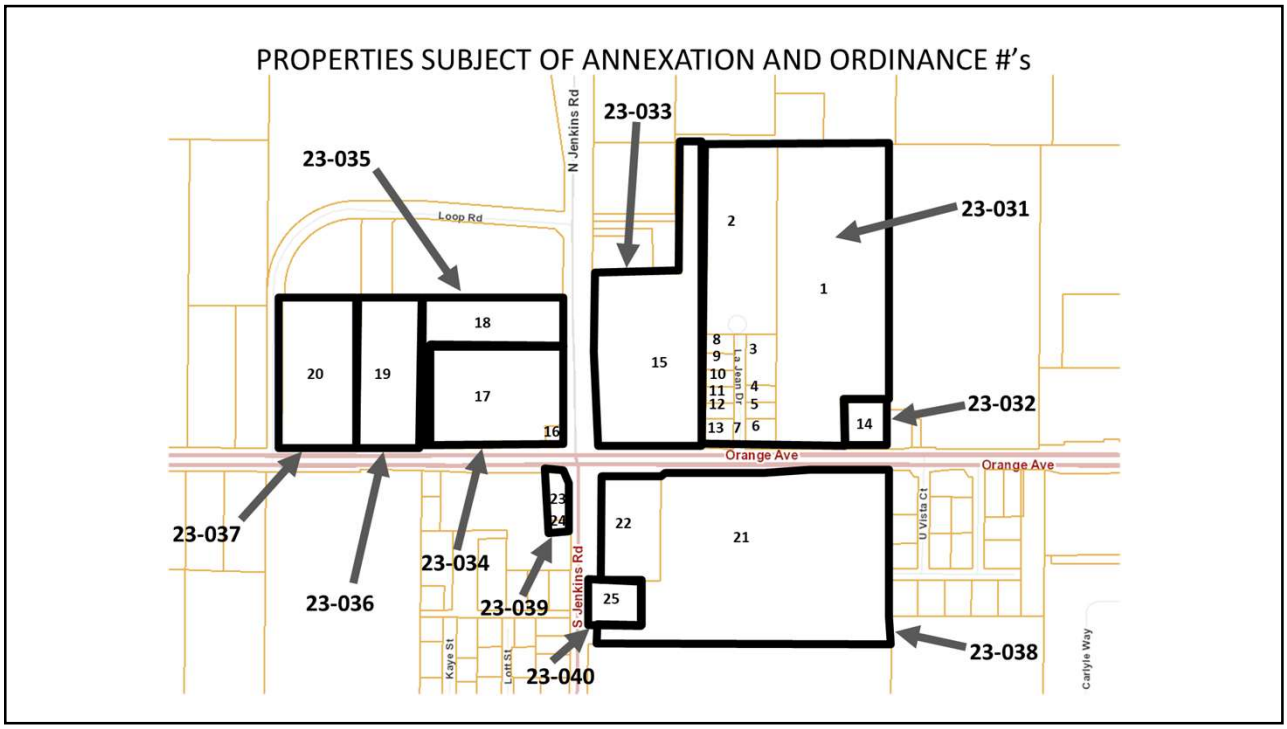
Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



26



27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-034

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

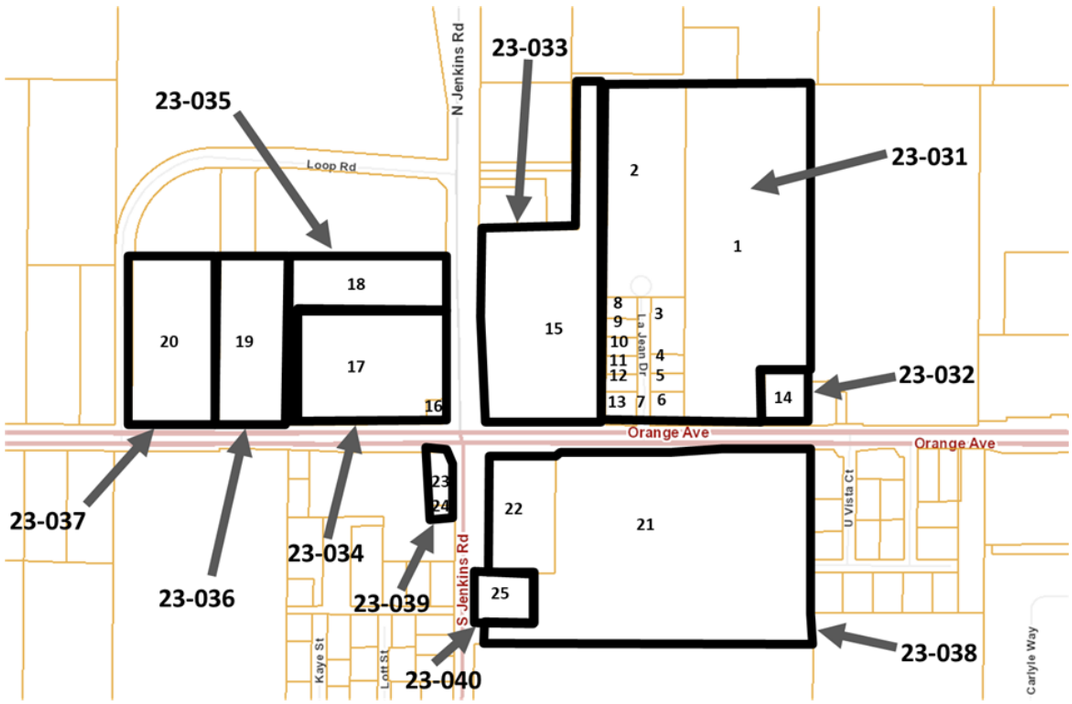
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
16	2312-144-0004-000-5	12 35 39 E 140 FT OF S 150 FT OF SE 1/4 OF SE 1/4 OF NE 1/4 - LESS CANAL AND RD RS/W AND LESS AS IN ORD TAKING CA #82-98-05 AND LESS AS IN OR 647-690- (0.16 AC)
17	2312-144-0003-000-8	12 35 39 SE 1/4 OF SE 1/4 OF NE 1/4-LESS N 200 FT AND LESS W 25 FT OF S 421.68 FT AND LESS E 140 FT OF S 150 FT-LESS CANAL AND RD RS/W- AND LESS AS IN ORD TAKING CA #82-98-05 AND LESS TO SLC AS IN OR 647-690- (5.24 AC)

Return to: Box 25

This instrument prepared by
JOE VANDEGRIFFT
FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):
2312-144-0003-000/8 & 2312-144-0004-000/5

ANNEXATION AGREEMENT
CORPORATION

TO: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

NORTH WEST
CORNER OF JENKINS ROAD & ORANGE AVENUE
Location Address
5750 ORANGE AVE

Mailing Address (if different from location address)
2441 SOUTH STATE ROAD 7
FT. LAUDERDALE, FL 33317-6999

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property which I own, to wit:

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, LESS THE NORTH 200 FEET OF THE EAST 246 FEET AND SECTION 12, TOWNSHIP 35 SOUTH, RANGE 39 EAST.

SEE ATTACHED EXHIBIT "A"

Record 10.50

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

(Corporate Seal)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

PALM PROPERTY MANAGEMENT, INC.
GRANTOR

Attest:
SECRETARY

by
PRESIDENT (Signature)

VICTOR WEIGER
Printed Signature

2441 S STATE ROAD 7
Street Address

FT LAUDERDALE FL 33317-6999
City, State, Zip Code

Signed, sealed and delivered in the presence of:

Witness Signature
PAMELA ANN SCHLEMMER-COHN
Printed Witness Signature

Witness Signature
DEBRA NEUMANN
Printed Witness Signature

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby Certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared VICTOR WEIGER AND known to me to be the ____ President and Secretary respectively of PALM PROPERTY MANAGEMENT, INC. the corporation in whose name the foregoing instrument was executed, and that THEY severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form ___ of identification of the above-named person ___: PERSONALLY KNOWN and that an oath [redacted] (was not) taken.

NOTARY RUBBER STAMP SEAL

OFFICIAL NOTARY SEAL
PAMELA ANN SCHLEMMER-COHN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC168525
MY COMMISSION EXP. JAN. 21,1996

Witness my hand and official seal in the County and State last aforesaid this 6th day of December A.D. 1995.

NOTARY SIGNATURE
PAMELA ANN SCHLEMMER-COHN
Printed Notary Signature

MAC/jm 04/92

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1449463 OR BOOK 0996 PAGE 1584
Recorded: 01-30-96 08:22 A.M.

EXHIBIT "A"

The Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 35 South, Range 39 East, LESS the North 200 feet of the East 246 feet and LESS rights-of-way for Public Roads and Drainage Canals of record; AND FURTHER LESS AND EXCEPTING:

1. Property described in that certain Order of Taking filed in the Circuit Court of St.Lucie County, Florida, in Civil Action no. 82-98-CA-05-4 styled Division of Administration, State of Florida Department of Transportation, Petitioner, vs. John A. Mendes, et al., Defendants, dated June 1, 1982 and recorded in OR Book 377, page 1179, of the Public Records of St.Lucie County, Florida.

AND

2. Property described in that certain Right-of-Way Deed filed as a part of Resolution No. 89-199 accepting a Right-of-way deed on Behalf of St.Lucie County, Florida, dated July 18, 1989 and recorded in OR Book 647, page 689, of the Public Records of St.Lucie County, Florida.

Verified

OR BOOK 0996 PAGE 1585

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

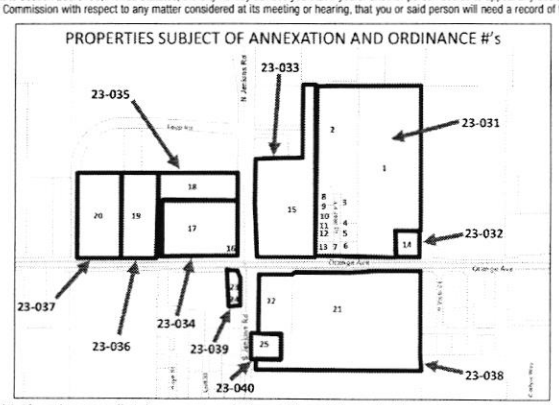
ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

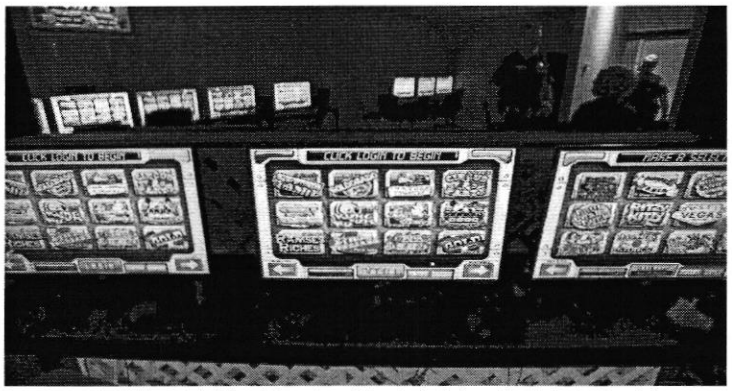
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
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23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
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23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

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/s/ Linda W. Cox
City Clerk
Publish: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

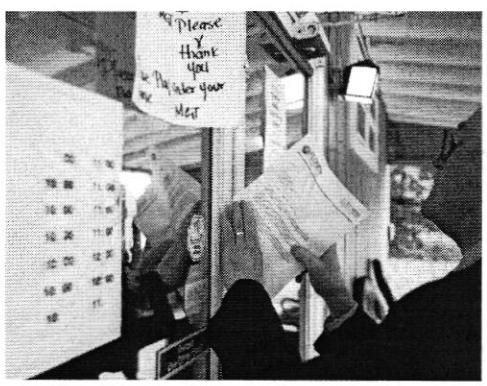
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. e.**

Meeting Date: 06/05/2023

Re: Ord 23-035 City Initiated Annexation (1 lot) 121 N. JENKINS ROAD

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislative Hearing - Ordinance 23-035 - Annexation - City Initiated - 1 Parcel owned by Consolidated Properties of FP, located at 121 N.Jenkins Road, Parcel ID: 2312-144-0001-000-4 - FIRST HEARING

SUMMARY:

ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE

This One (1) parcel is part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommend approval of the annexation

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-035
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 02:36 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

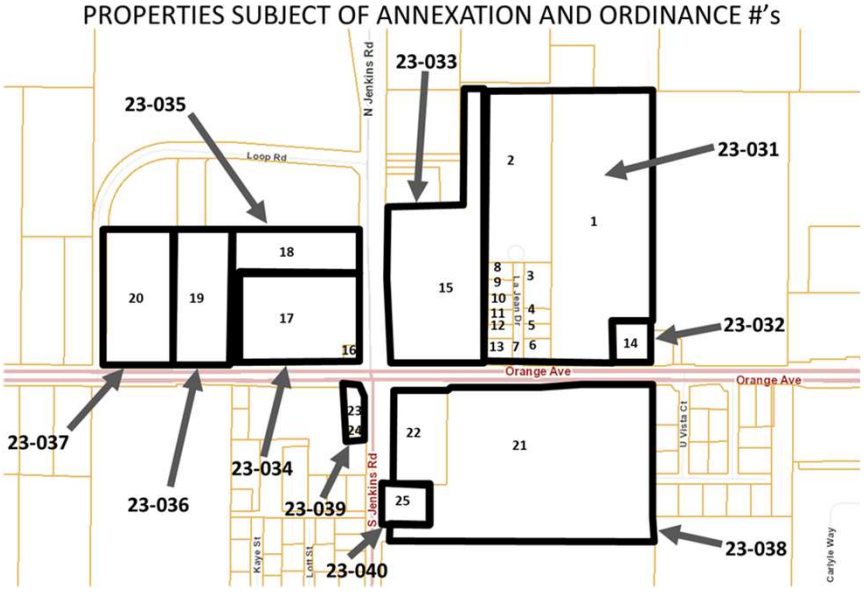
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

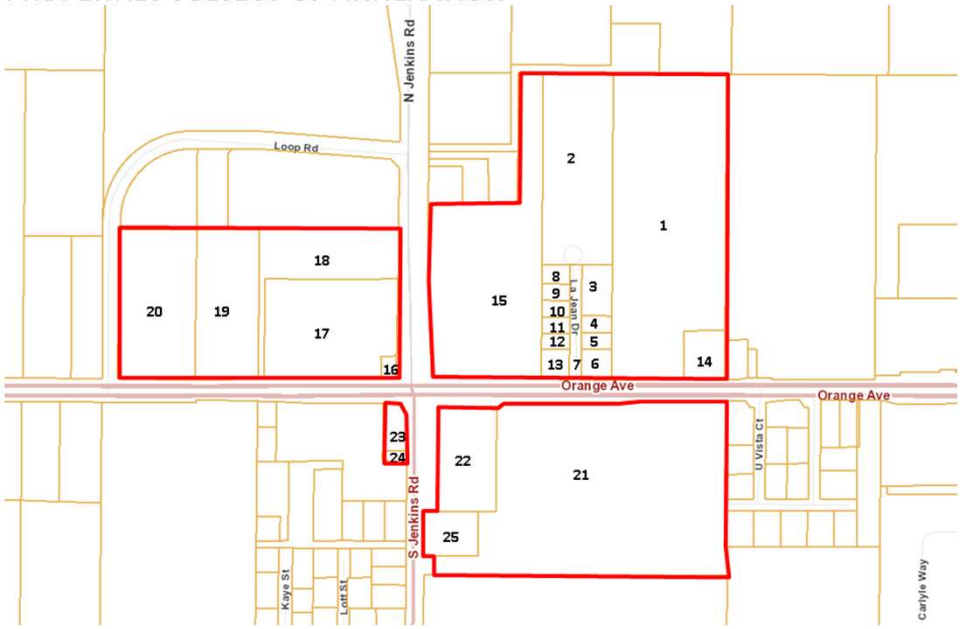
3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



4

PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

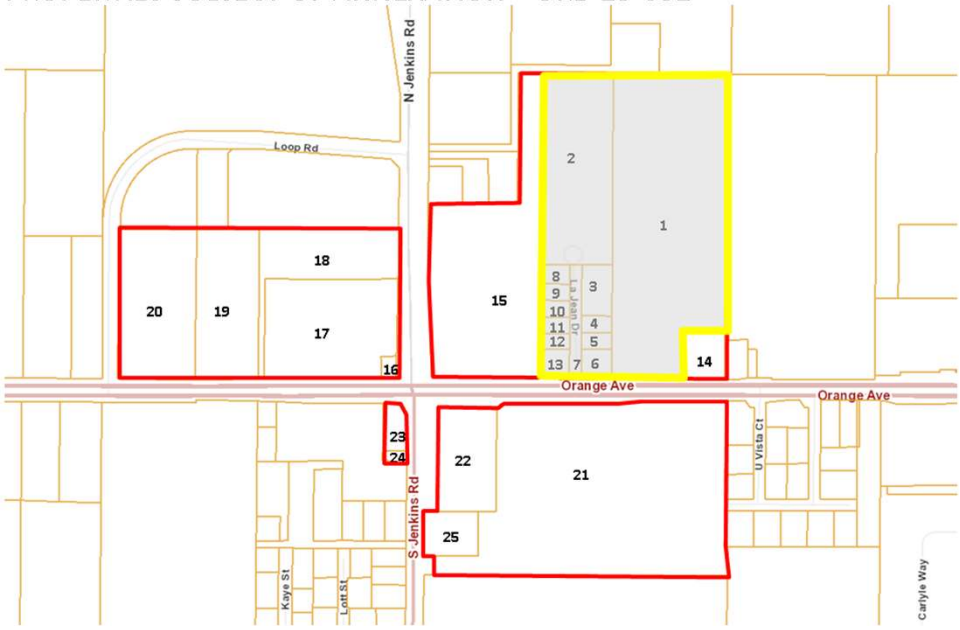
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

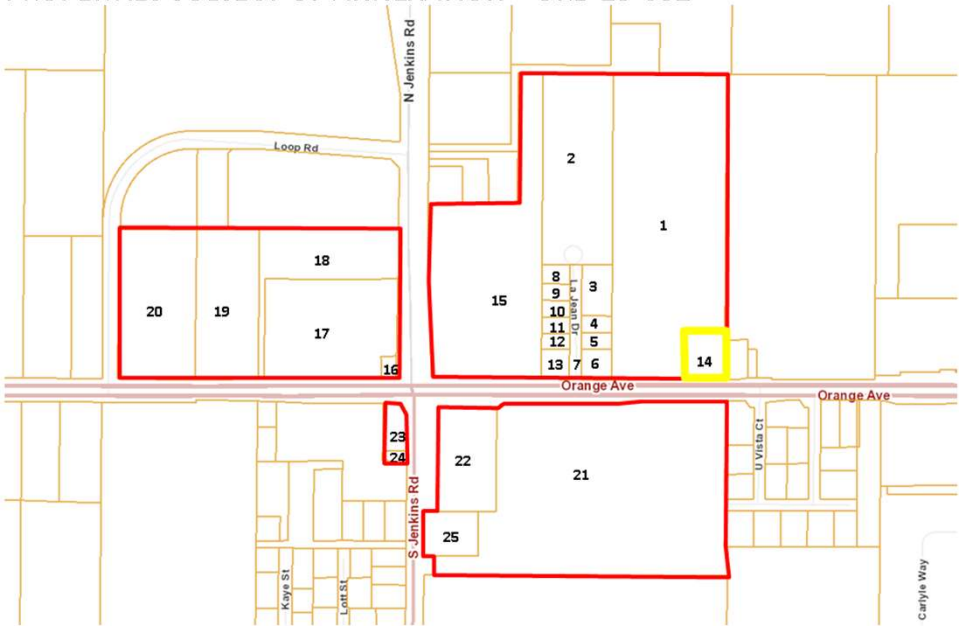
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

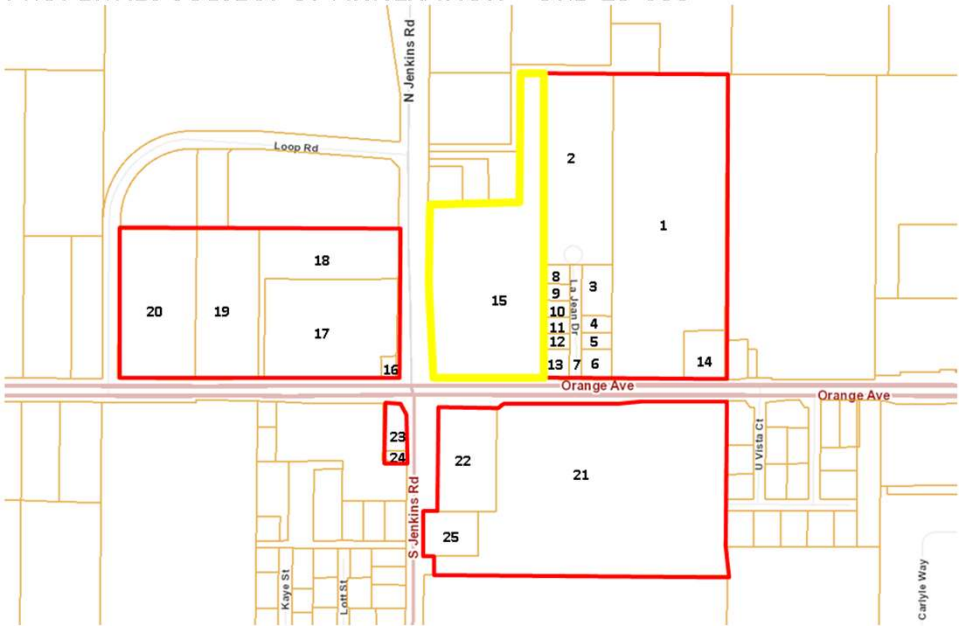
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

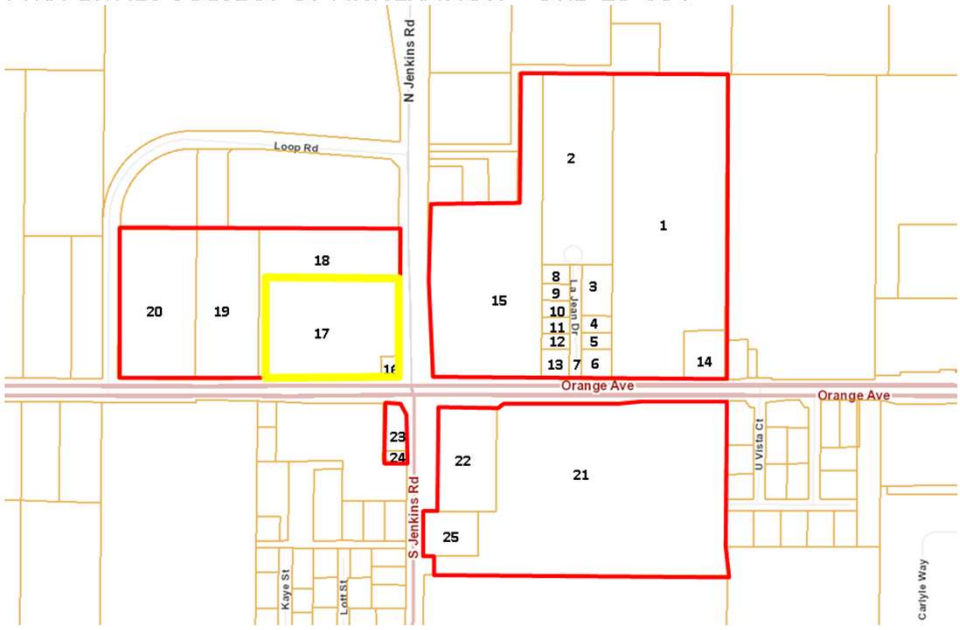
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

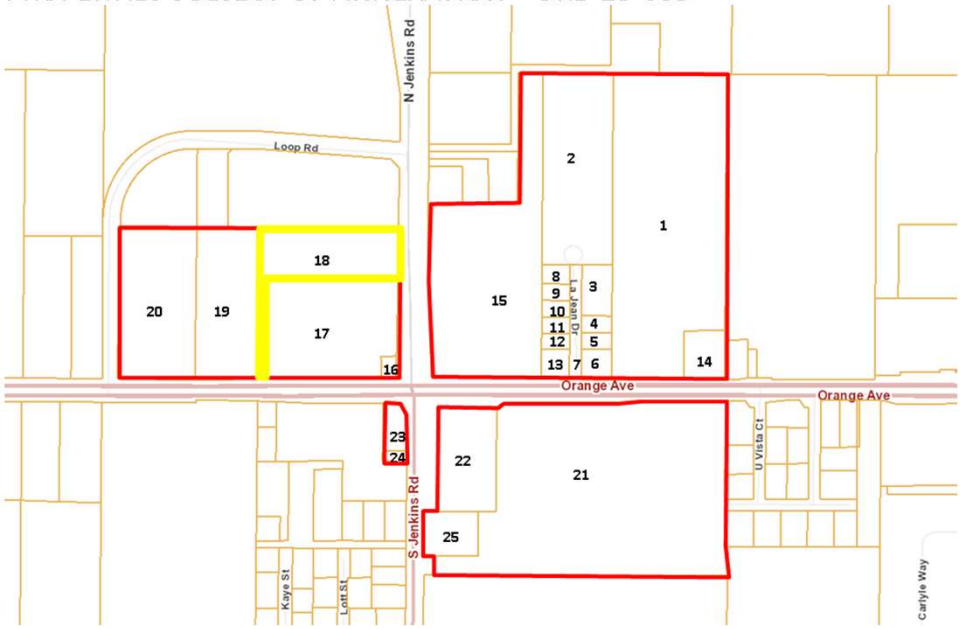
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

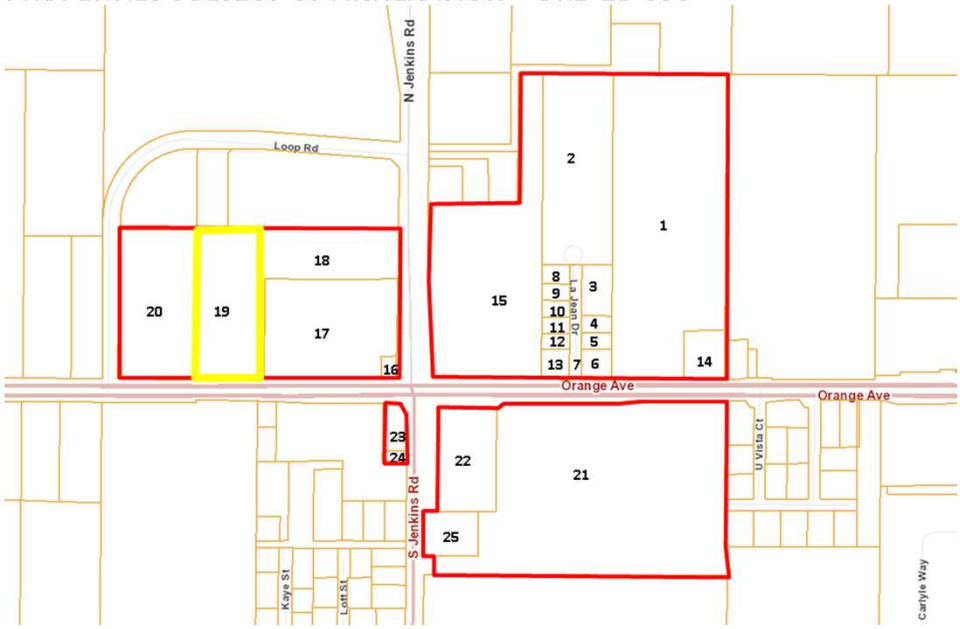
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

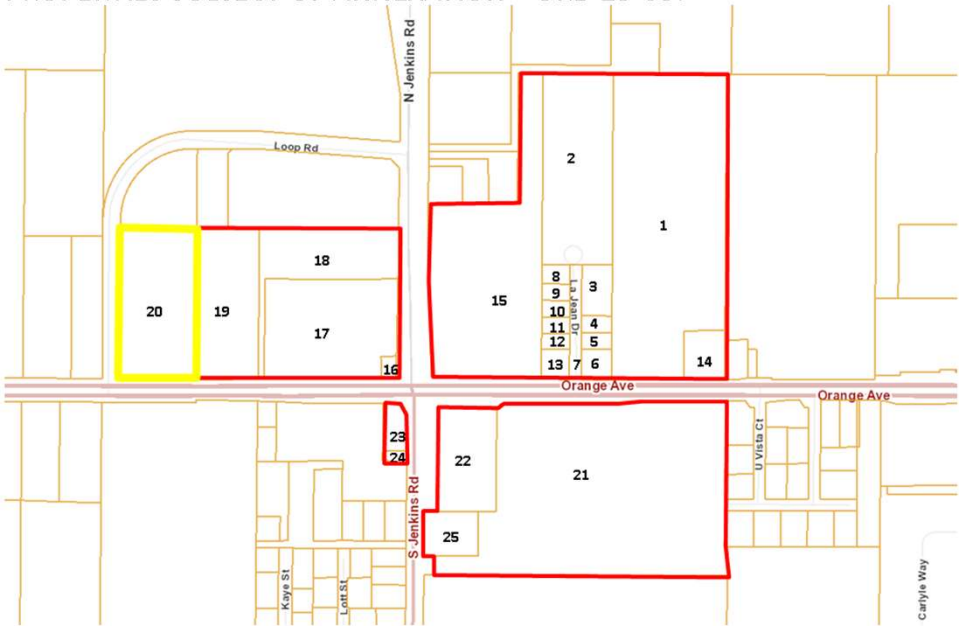
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

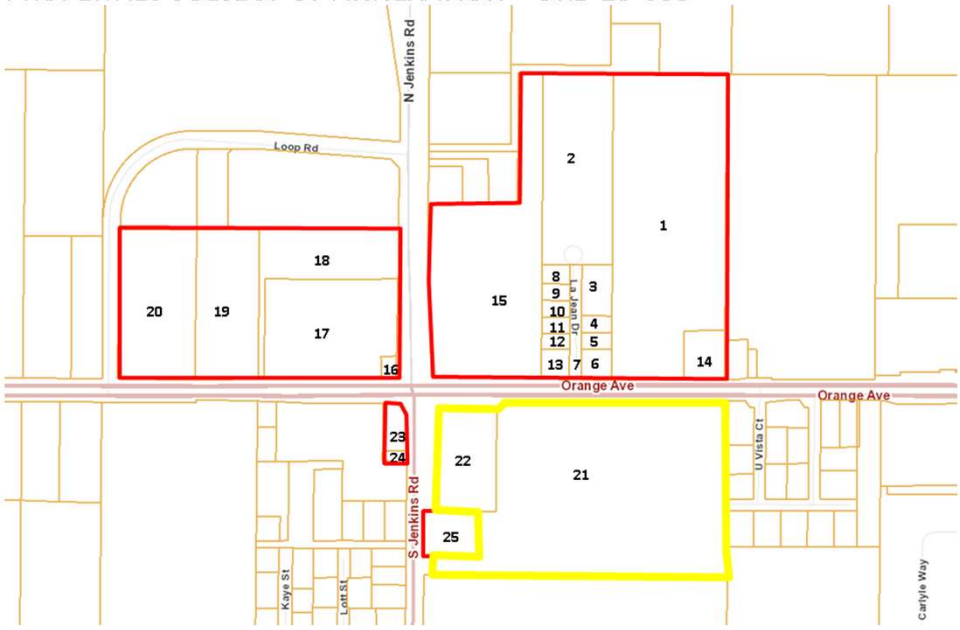
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

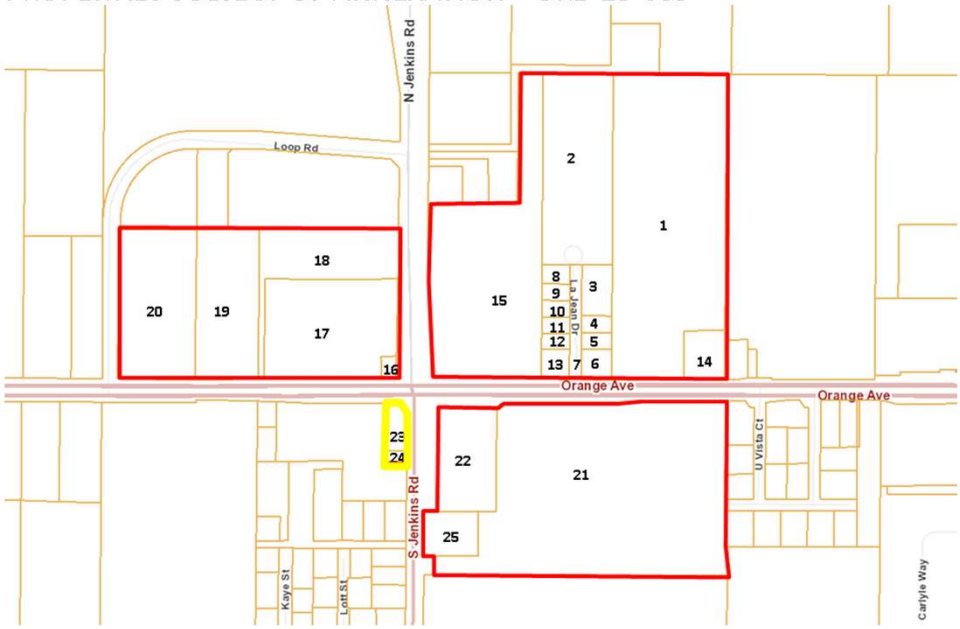
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

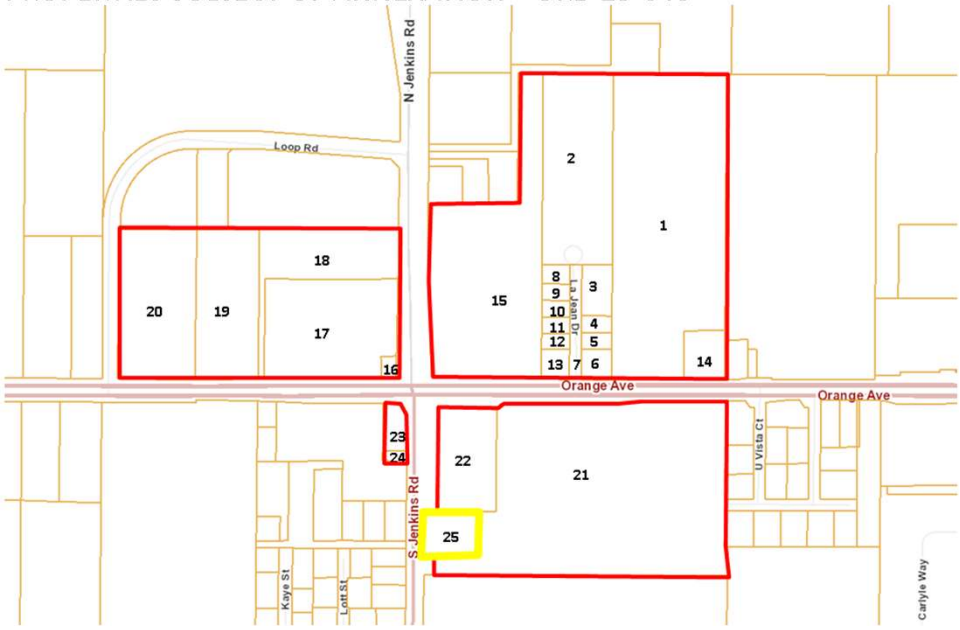
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

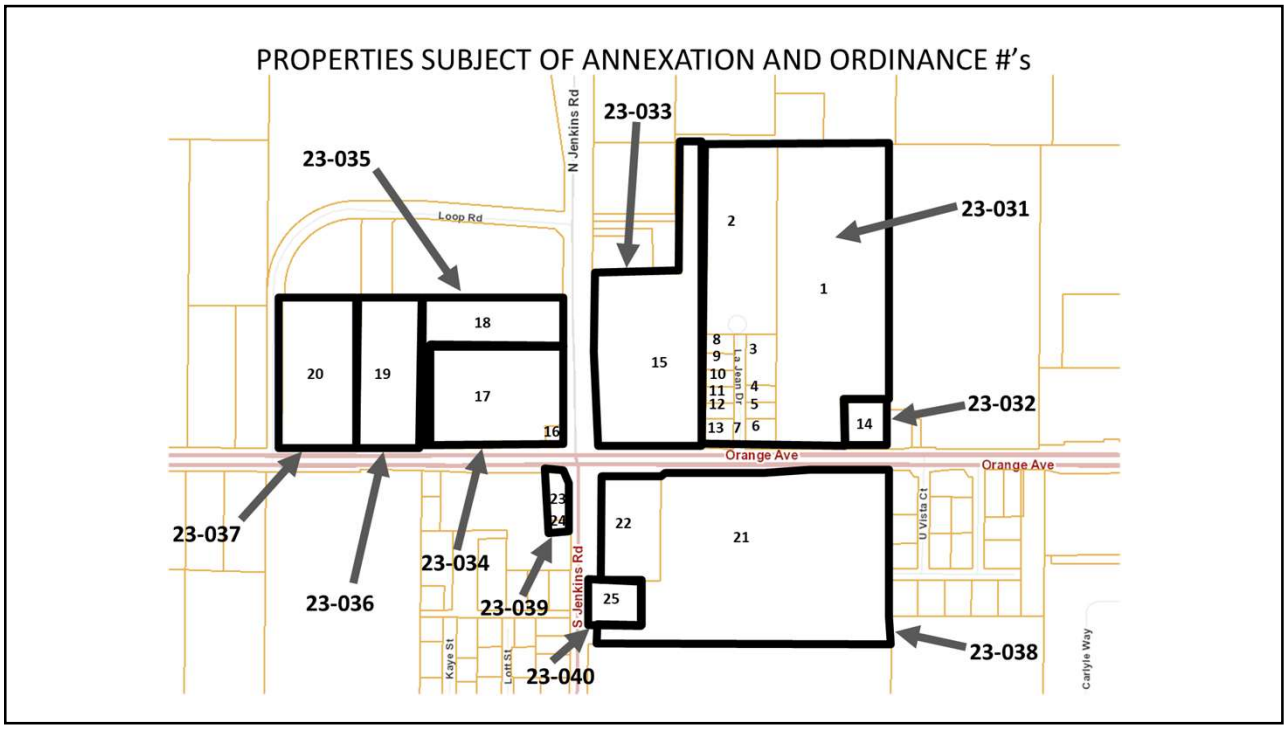
Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



26



27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-035

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

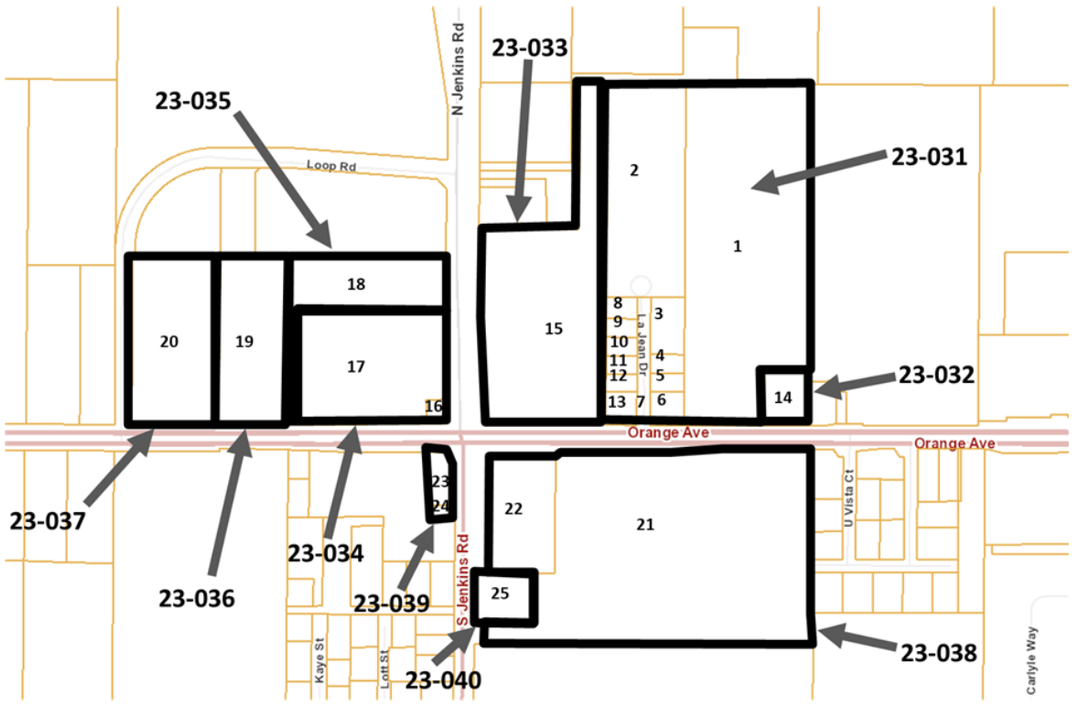
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
18	2312-144-0001-000-4	12 35 39 THAT PART OF SE 1/4 OF SE 1/4 OF NE 1/4 MPDAF:BEG AT PT WLY R/W LI OF JENKINS RD AND 418.84 FT NLY FROM N R/W LI OF ORANGE AV (110.5 FT WIDE),TH N 00 04 15 E ALG R/W LI 200 FT,TH S 89 41 22 W 591.27 FT,TH S 00 04 51 W 621.68 FT TO N R/W LI OF ORANGE AVE,TH N 89 30 33 E ALG N R/W LI 25 FT,TH N 00 05 03 E 421.68 FT,TH N 89 41 22 E 393.27 FT,TH N 89 41 14 E 173 FT TO WLY R/W LI OF JENKINS RD AND POB (2.97 AC) (OR 1914-1401)

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2929116 OR BOOK 2658 PAGE 437, Recorded 09/15/2006 at 12:55 PM

Return to: Box 145

This instrument prepared by:

Cindy M. Southard

Fort Pierce Utilities Authority

PO Box 3191

Fort Pierce, FL 34948-3191

Annexation Agreement

Corporation

Property Appraisers Parcel Identification (Folio) Number(s):

2312-144-0001-000/4

To: Water/Wastewater Engineering

Fort Pierce Utilities Authority

Post Office Box 3191

Fort Pierce, Florida 34948-3191

Jenkins Road

Location Address

One Financial Plaza, Suite 1600, Ft. Lauderdale, FL 33394

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

SEE ATTACHED EXHIBIT "A"

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

(Corporate Seal)

Attest:
Secretary

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized this

29 day of June, 2006

Consolidated Properties of Ft. Pierce, LLC
Grantor

Signed, sealed and delivered in our presence as witnesses:

Witness Signature	*PRESIDENT (Signature)*
Printed Witness Signature Herbert W. Mahoney	Printed Signature Harvey Jacobson
Witness Signature	Address 3141 SE 14 Ave.
Printed Witness Signature Corinne Simmons	City, State, Zip Ft. Lauderdale, FL 33316
STATE OF Fla.	
COUNTY OF Broward	

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Harvey Jacobson

known to me to be the President and Manager respectively of Consolidated Properties of Ft. Pierce, LLC, the ~~corporation~~ entity in whose name the foregoing instrument was executed, and that he severally acknowledged executing the same for such ~~corporation~~ entity, freely and voluntarily, under authority duly vested in them by said ~~corporation~~ entity, and that the seal affixed thereto is the true ~~corporate~~ seal of said ~~corporation~~ entity, that I relied upon the following form of identification of the above-named person: ~~Harvey Jacobson~~ PERSONAL KNOWLEDGE and that an oath (was not) taken.

Rubber Stamp Notary Seal	Witness my hand and official Seal in the County and State last aforesaid this 29 day of June A.D. 2006
Janet M Hoose My Commission DD344267 Expires October 22, 2008	Notary Signature

EXHIBIT "A"

2312-144-0001-000/4

Beginning at a point in the Westerly line of Jenkins Ave. (26 feet wide) at a point distant 418.84 feet Northwardly from the Northerly line of Orange Ave. (110.5 feet wide) and extending:

1. N 00°-04'-15" E, in and along the said line of Jenkins Ave., 200.00 feet to a, point, thence;
2. S 89°-41'-22" W, 591.27 feet to a point, thence;
3. S 00°-04'-51" W, 621.68 feet to a point, thence;
4. N 89°-30'-33" E, in and along the said line of Orange Ave., 25.00 feet to a point, thence;
5. N 00°-05'-03" E 421.48 feet to a point, thence;
6. N 89°-41'-22" E, 393.27 feet to a point, thence;
7. N 89°-41'-14" E, 173.00 feet to the Westerly line of Jenkins Ave. and the point and place of beginning.

Subject to an easement in the South 15 feet of the East 200 feet.

Also, subject to a sign maintenance easement in the South 50 feet of the West 25 feet.

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

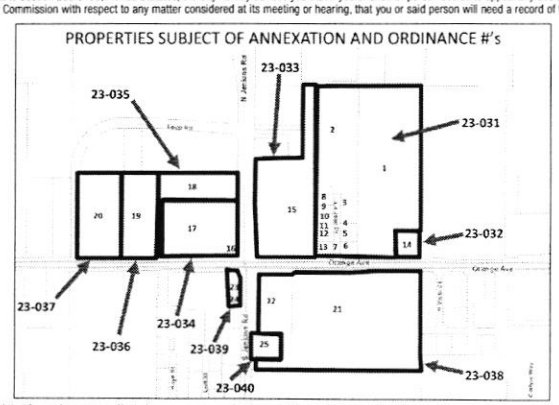
ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

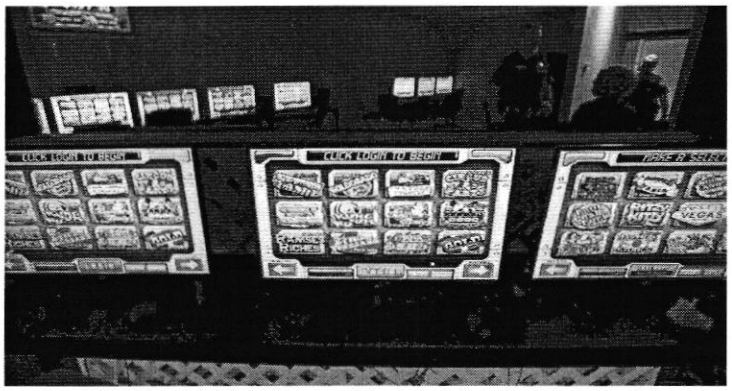
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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 ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

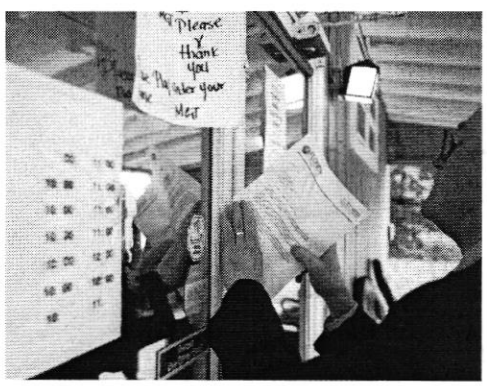
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. f.**

Meeting Date: 06/05/2023

Re: Ord 23-036 City Initiated Annexation (1 lot) 5900 ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-036 - Annexation - City Initiated - 1 Parcel owned by Turner Trust Properties LLC located at 5900 Orange Ave, Parcel ID: 2312-143-0001-000-1 - FIRST HEARING

SUMMARY:

ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE

This One (1) parcel is part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommend approval of the annexation.

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-036
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 02:38 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

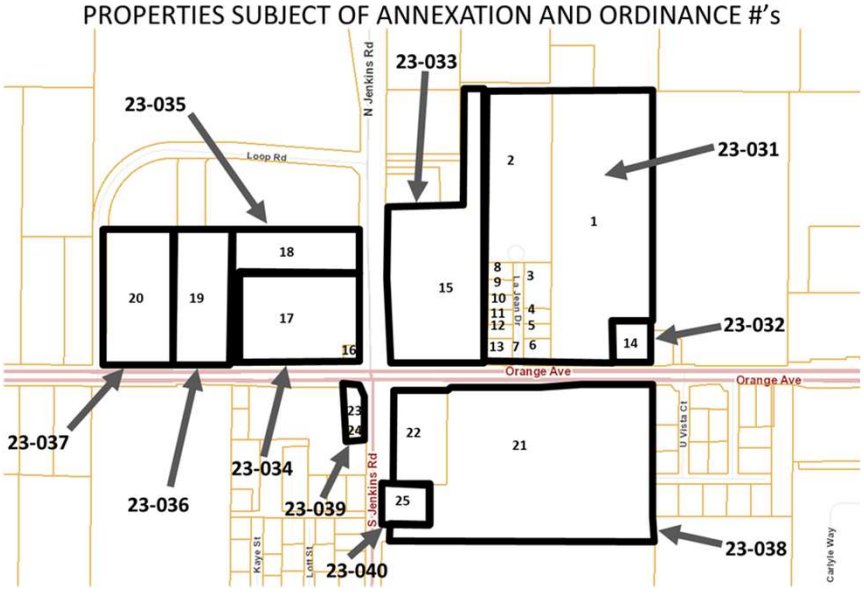
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



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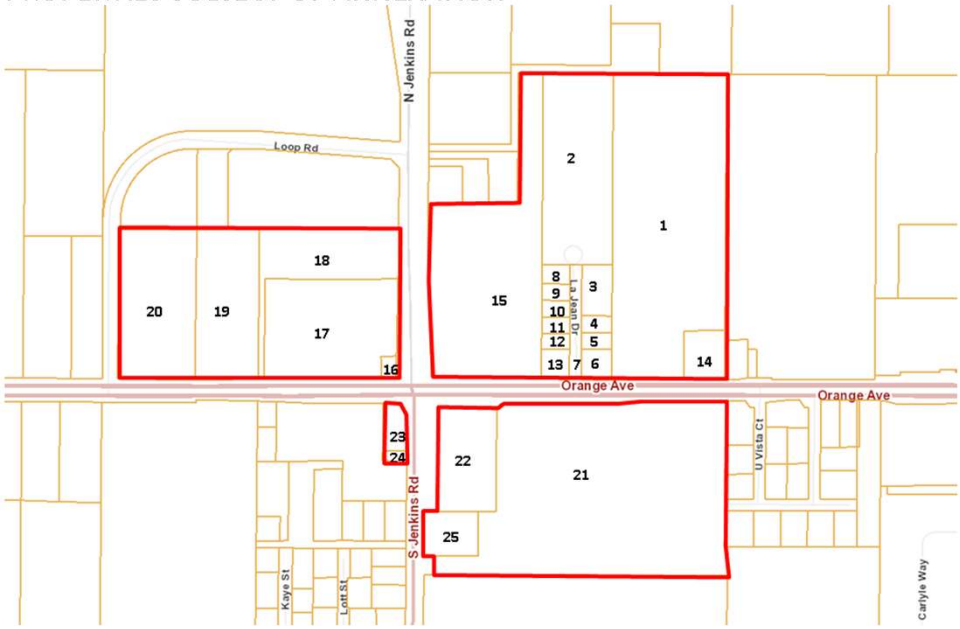
PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

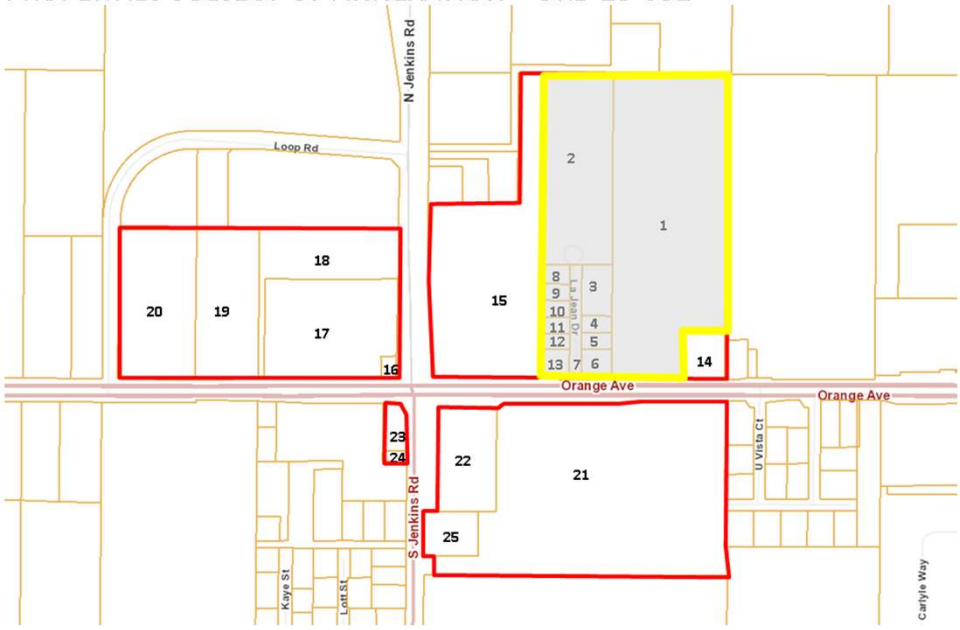
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

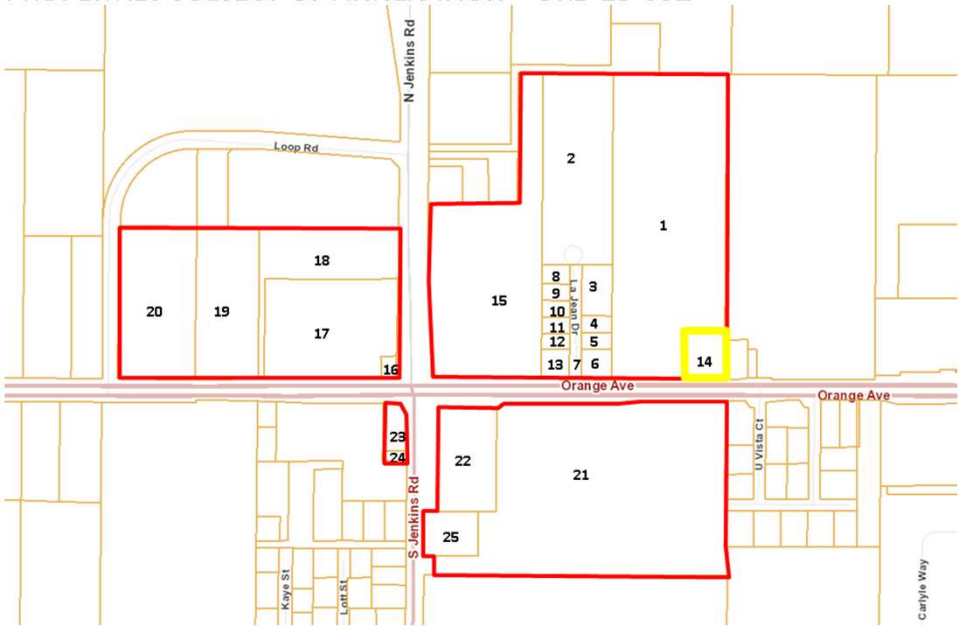
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

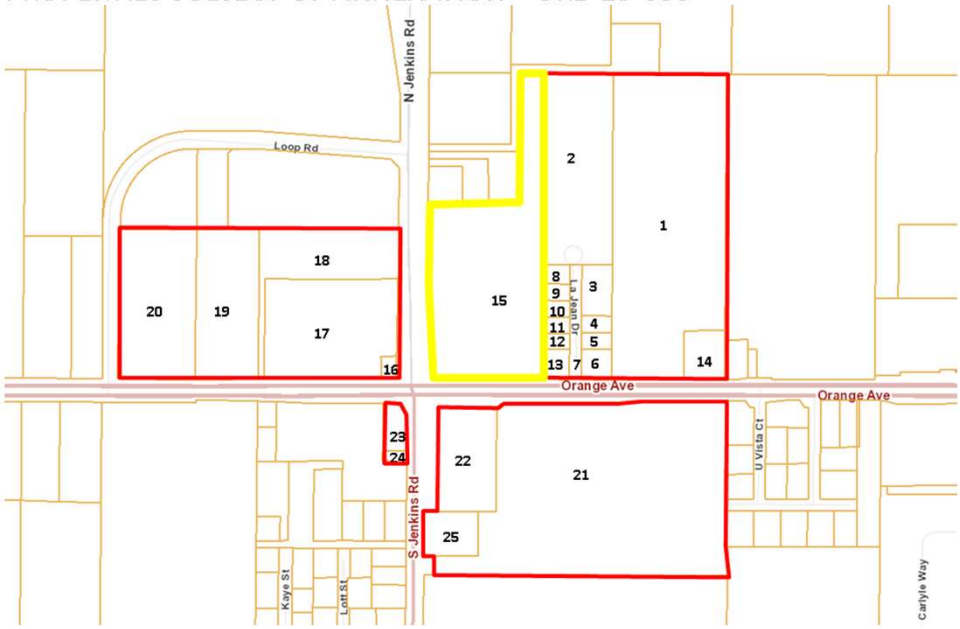
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

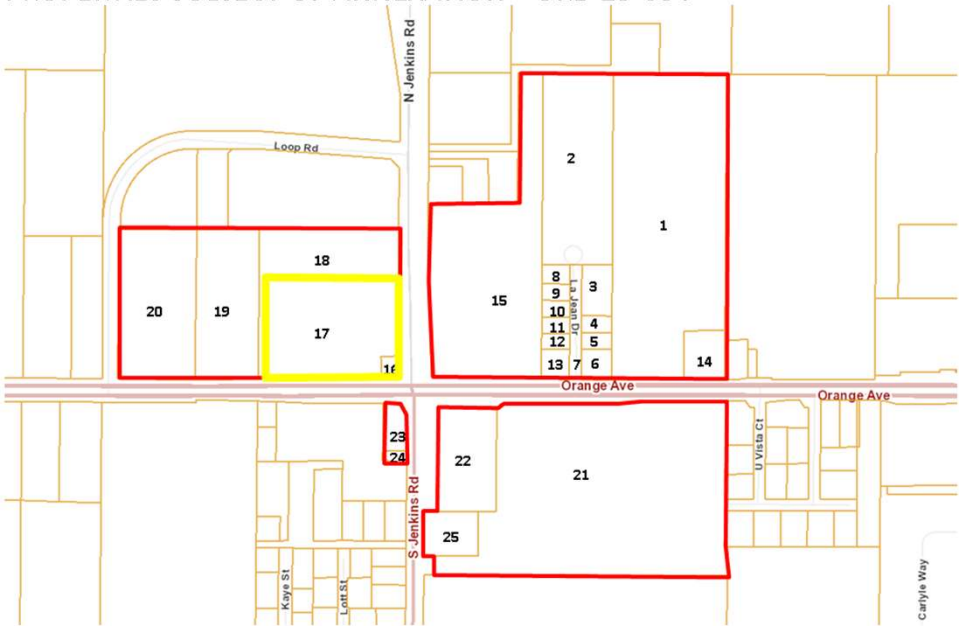
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

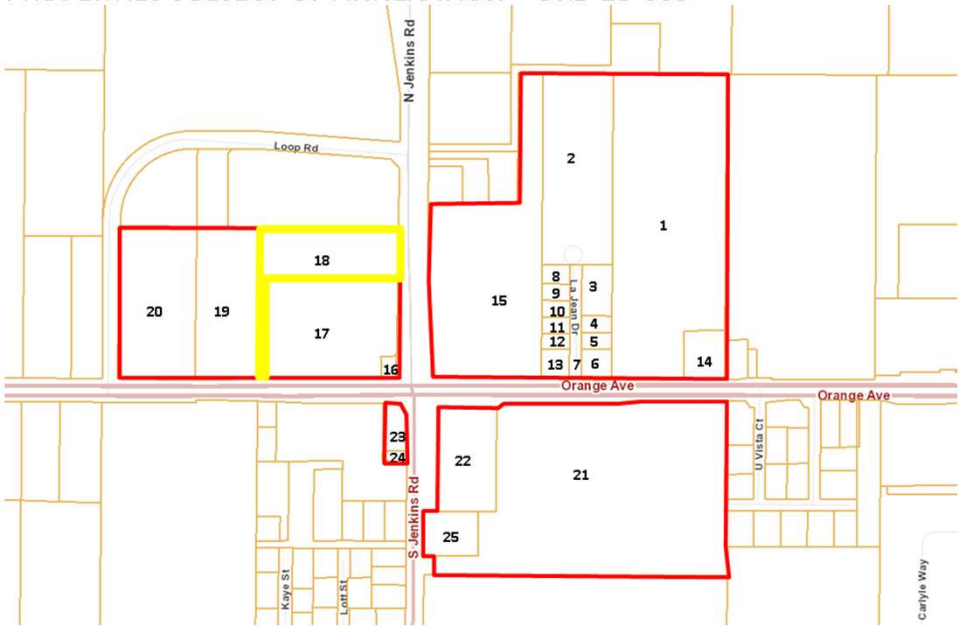
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

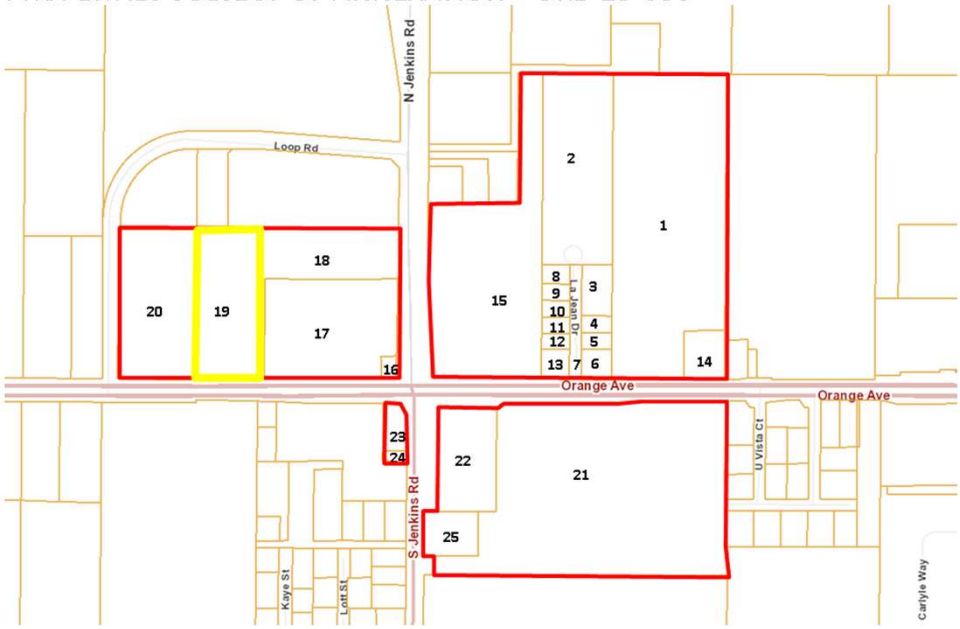
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

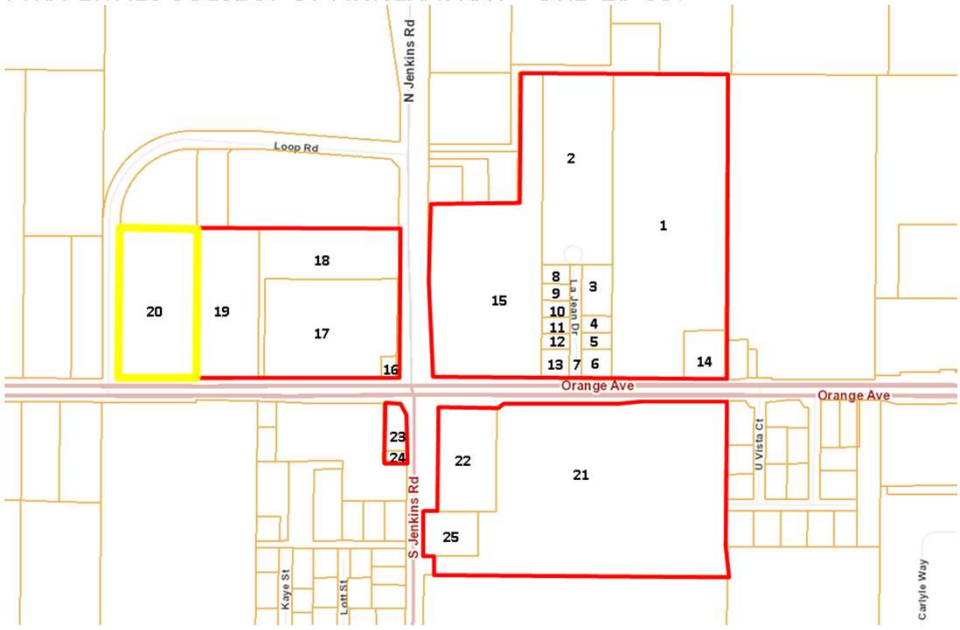
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

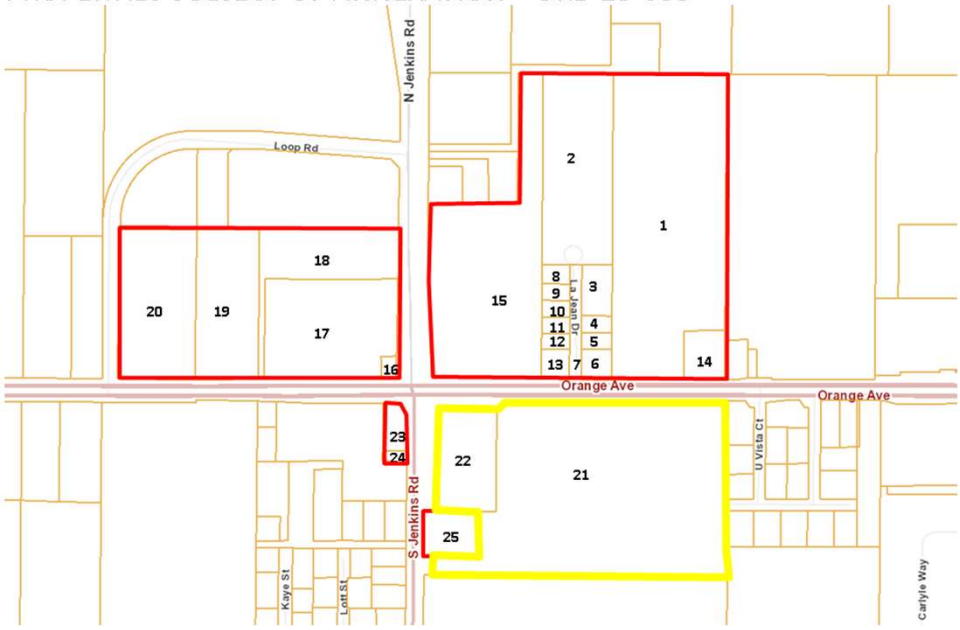
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

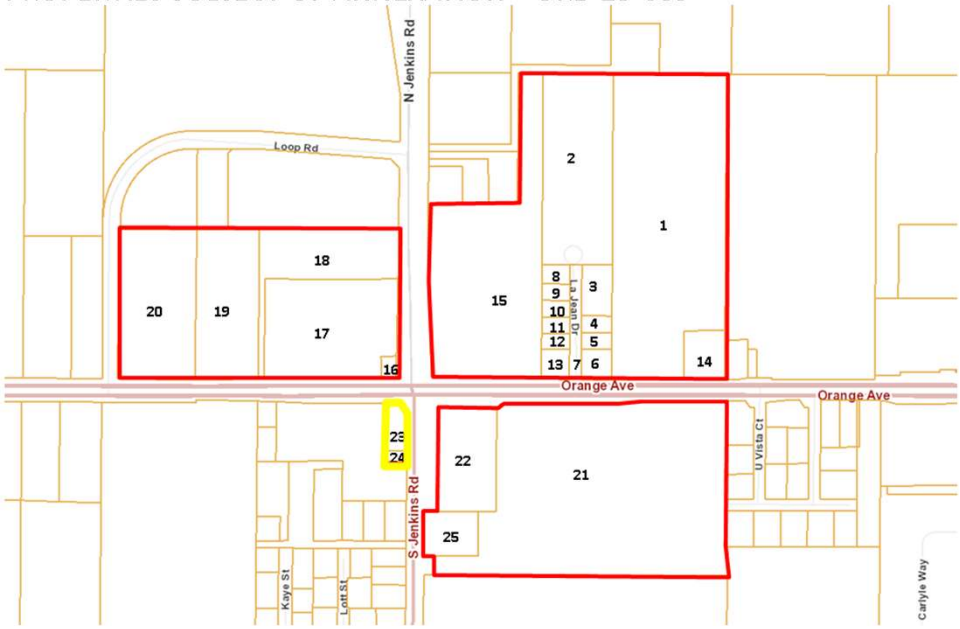
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

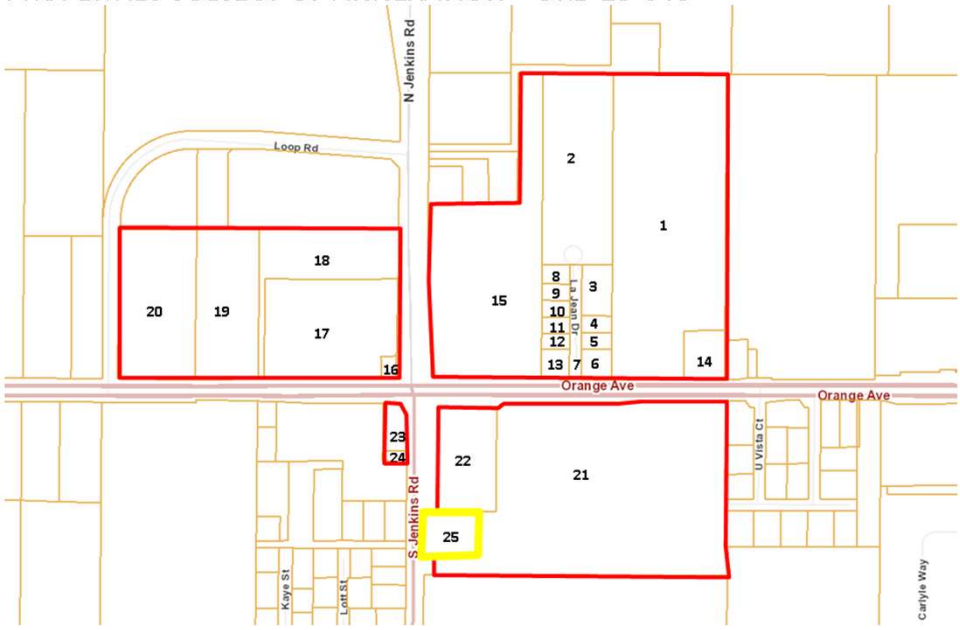
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



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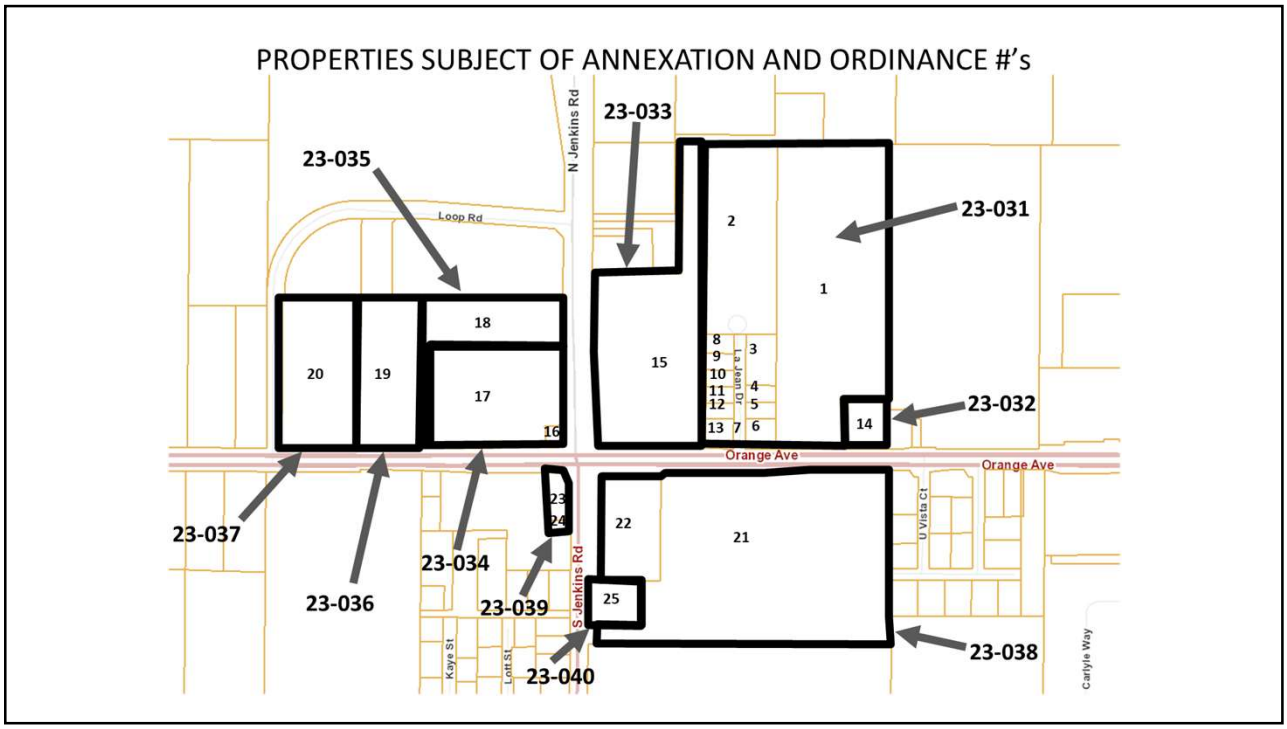


27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-036

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

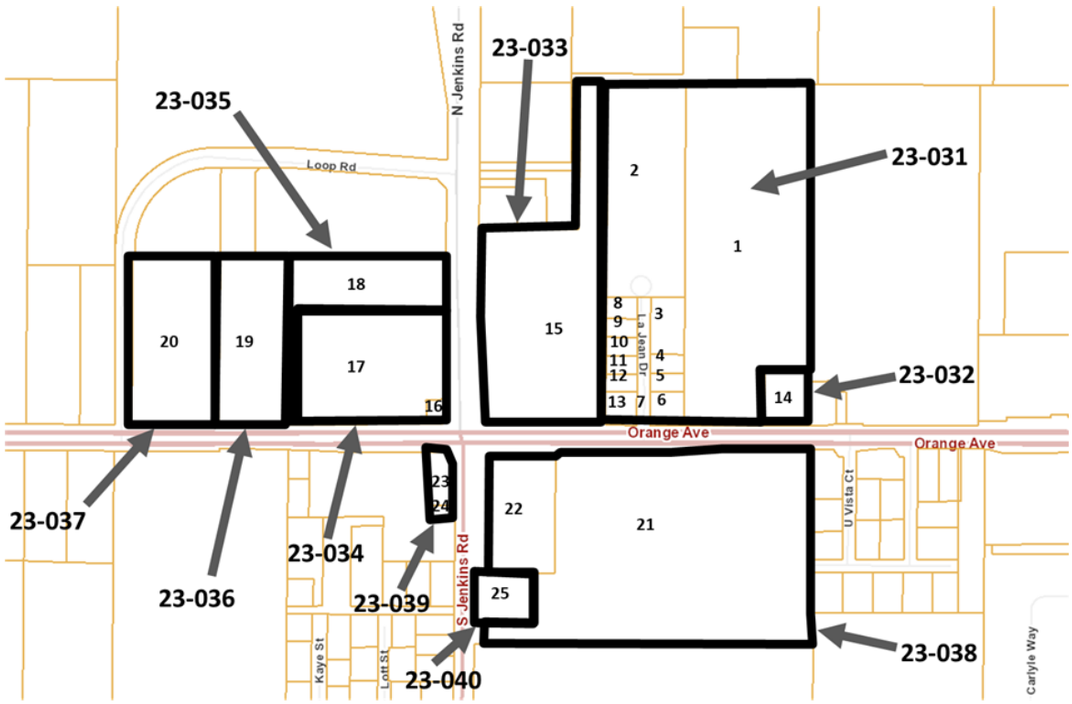
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
19	2312-143-0001-000-1	12 35 39 BEG AT PT OF INT OF N R/W ORANGE AV EXT AND E LI OF SW 1/4 OF SE 1/4 OF NE 1/4, RUN W 265.64 FT, TH N 646.72 FT, TH E 266 FT, TH S 646.72 FT TO POB-LESS AS IN ORD TAKING CA #82-98-05- (3.84 AC)

RETURN TO: Ben L. Bryan, Jr.
Fee, Bryan, & Kobiegard, P.A.
Courthouse Box #25

THIS INSTRUMENT PREPARED BY
J. Vandegrifft, Sr. Engineering Tech.
FORT PIERCE UTILITIES AUTHORITY
P.O. BOX 3191, FORT PIERCE, FL 34948-3191

PROPERTY APPRAISERS PARCEL IDENTIFICATION (FOLIO) NUMBER(S):
2312-143-0001-000/1

ANNEXATION AGREEMENT
INDIVIDUAL

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1242932 OR BOOK 0836 PAGE 1605
Recorded: 04-15-93 03:36 P.M.

Director of Utilities
Fort Pierce Utilities Authority
206 South 6th Street
Fort Pierce, Florida 34950

Location Address: 5900 Orange Avenue
Fort Pierce, Florida 34947

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City Limits of the City of Fort Pierce, Florida, to the following described property which I own, to-wit:

From a Point of Beginning commence 30.00 feet North of the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 35 South, Range 39 East, thence run West 265.64 feet, thence run North 641.72 feet to North line of the Southwest 1/4 of the Southeast 1/4 of Said Section 12, thence run East 266 feet to the Northeast corner of the said of the Southwest 1/4 of the SE 1/4 of the NE 1/4, thence run S 641.72 feet to Point of beginning, less Orange Avenue right-of-way.

The mailing address for the above described property is: Post Office Box 68
Fort Pierce, FL 34954

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property become contiguous to the city limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns, approve the annexation of my property into the City of Fort Pierce, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF He hereunto set his hand(s) and seal this 16th day of February, 19 93.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:

Joseph C. Vandegrifft
Witness Signature
JOSEPH C. VANDEGRIFFT
Printed Witness Signature

Walter L. Petersen
Witness Signature
WALTER L. PETERSEN
Printed Witness Signature

James R. Turner
Signature
Printed Signature: James R. Turner
Address: P. O. Box 68
Fort Pierce FL 34954

Signature
Printed Signature:
Address:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared

JAMES R. TURNER

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: DRIVER LICENSE #T656-456-42-255-0 and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL

WALTER L. PETERSEN
Notary Public-State of Florida
My Commission Expires OCT 27,1996
COMM # CC144300

Witness my hand and official seal in the County and State last aforesaid this 16th day of FEBRUARY, A.D. 19 93.

Walter L. Petersen
Notary Signature
WALTER L. PETERSEN
Printed Notary Signature

4/92

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

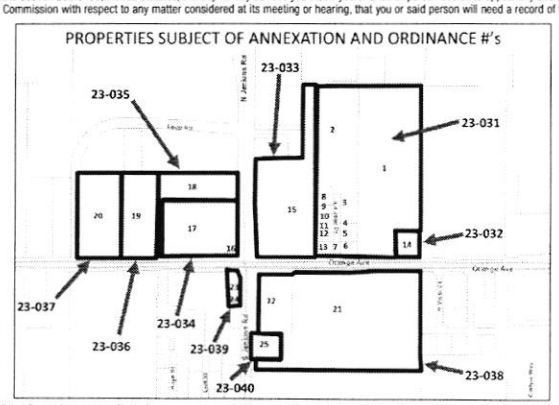
ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

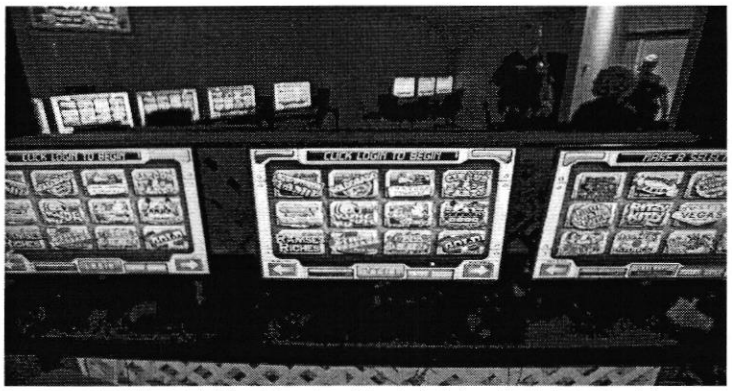
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
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ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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 ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

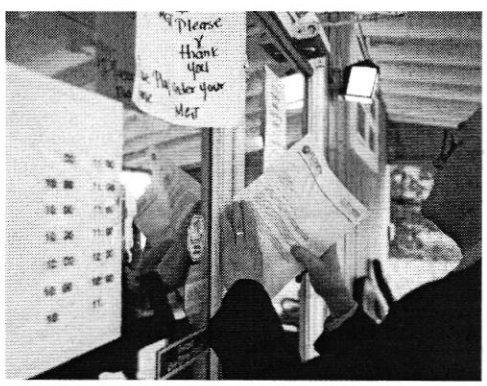
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. g.**

Meeting Date: 06/05/2023

Re: Ord 23-037 City Initiated Annexation (1 lot) 6000 ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

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SUBJECT:

Legislative Hearing - Ordinance 23-037 -
Annexation - City Initiated - 1 Parcel owned by SECP FTP LLC located at 6000 Orange Ave, Parcel ID: 2312-143-0002-000-8 - FIRST HEARING

SUMMARY:

ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE

This One (1) parcel is part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommend approval of the annexation.

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-037
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 02:39 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

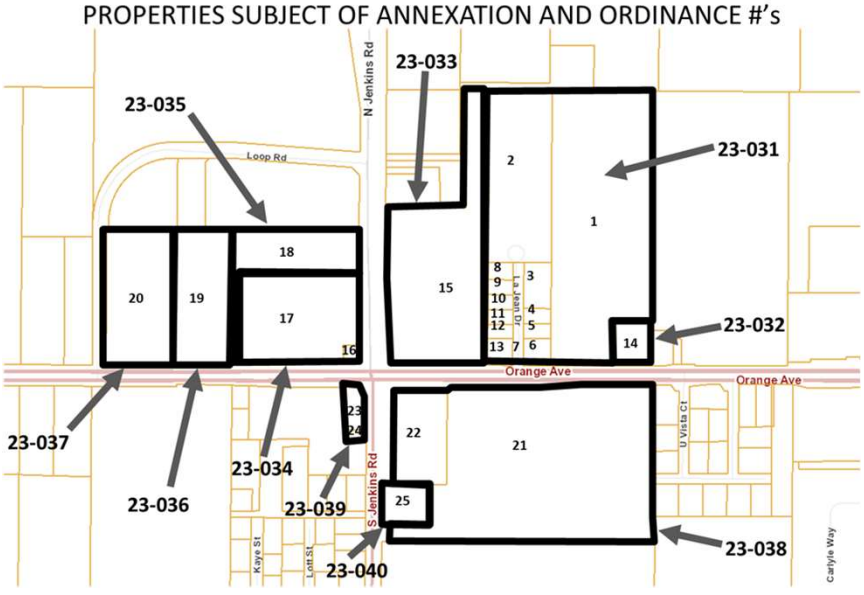
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

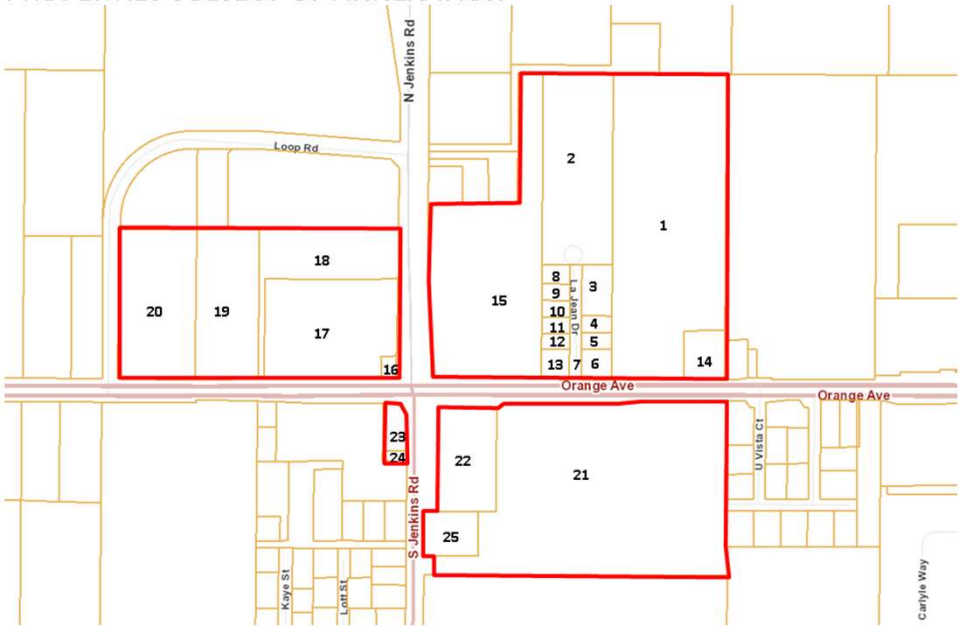
3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



4

PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

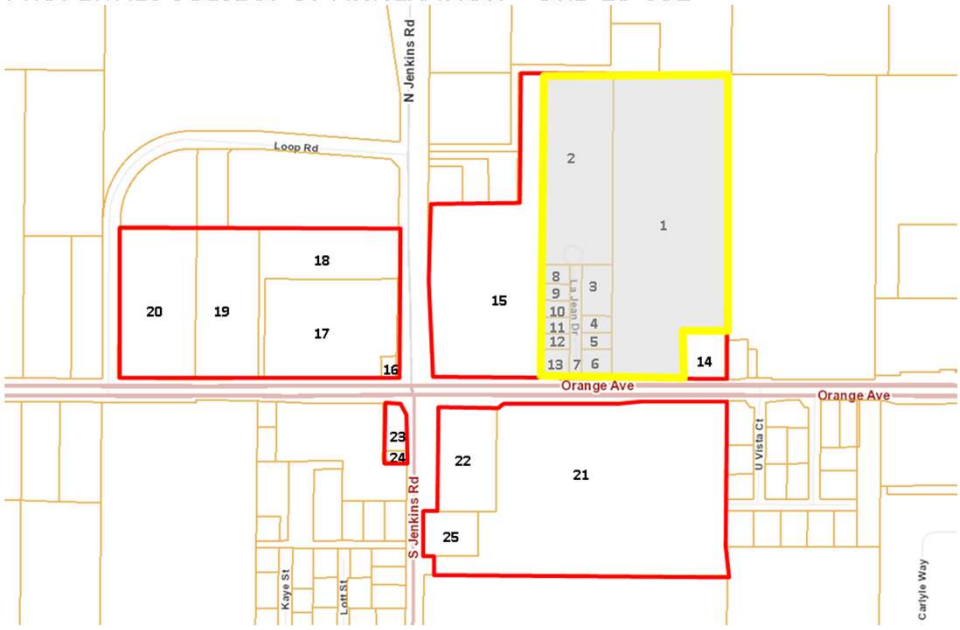
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

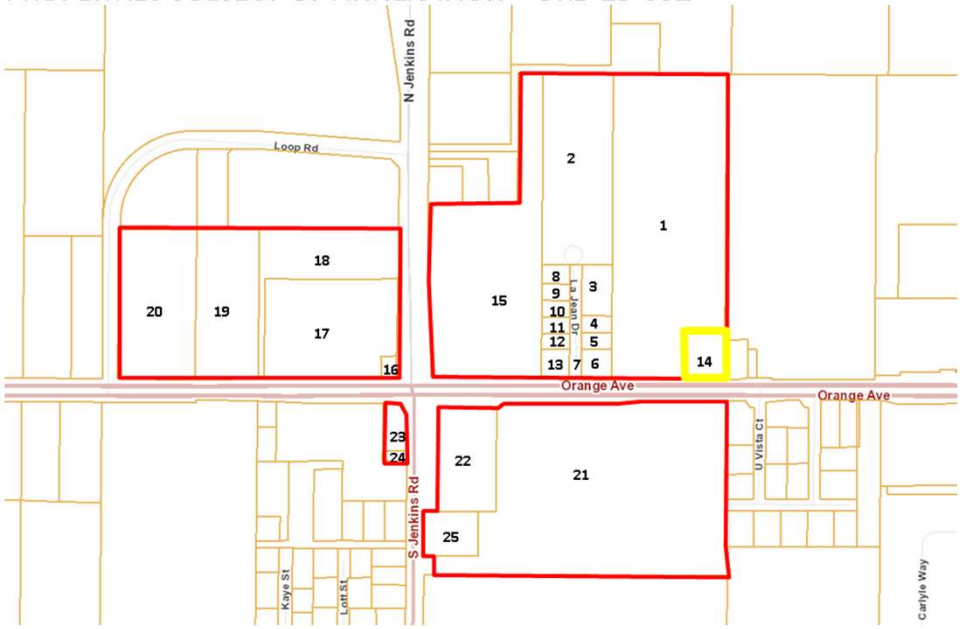
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

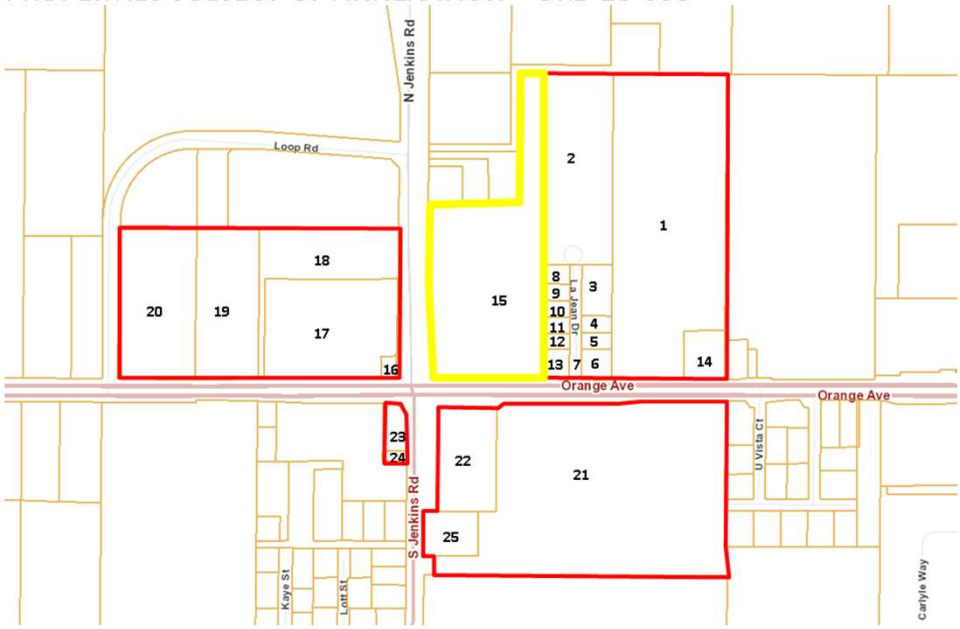
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

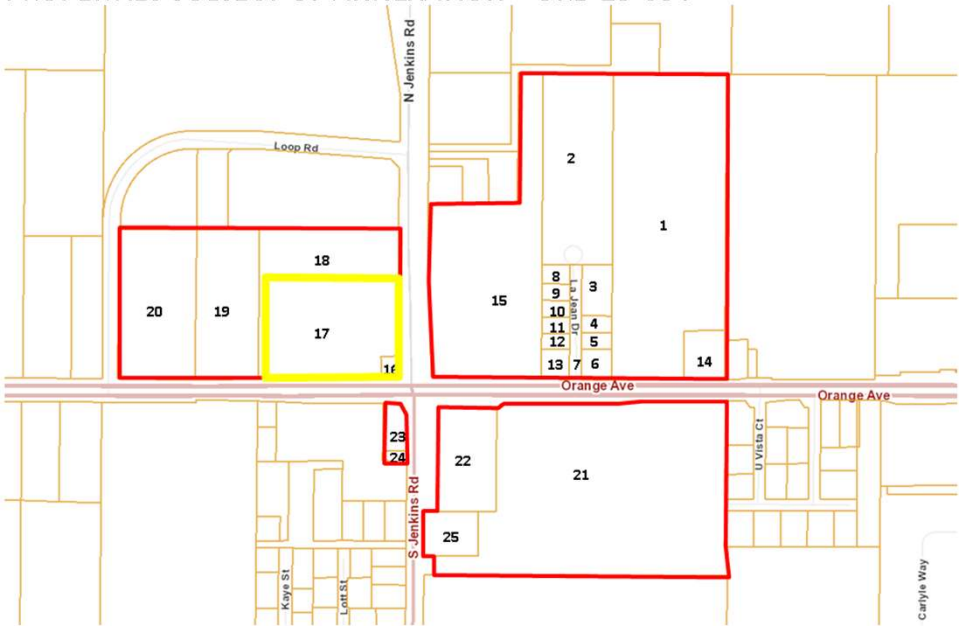
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

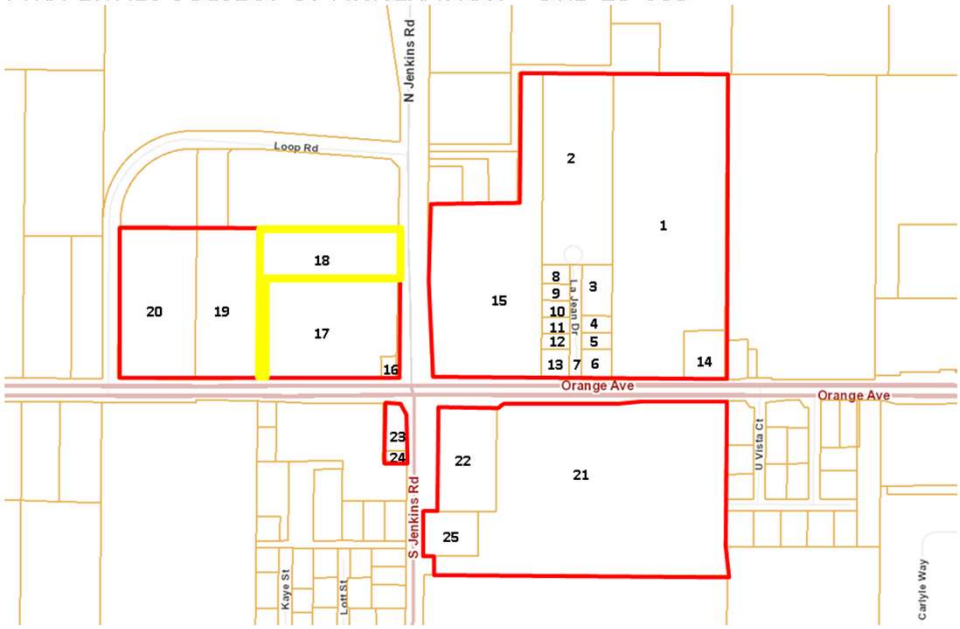
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

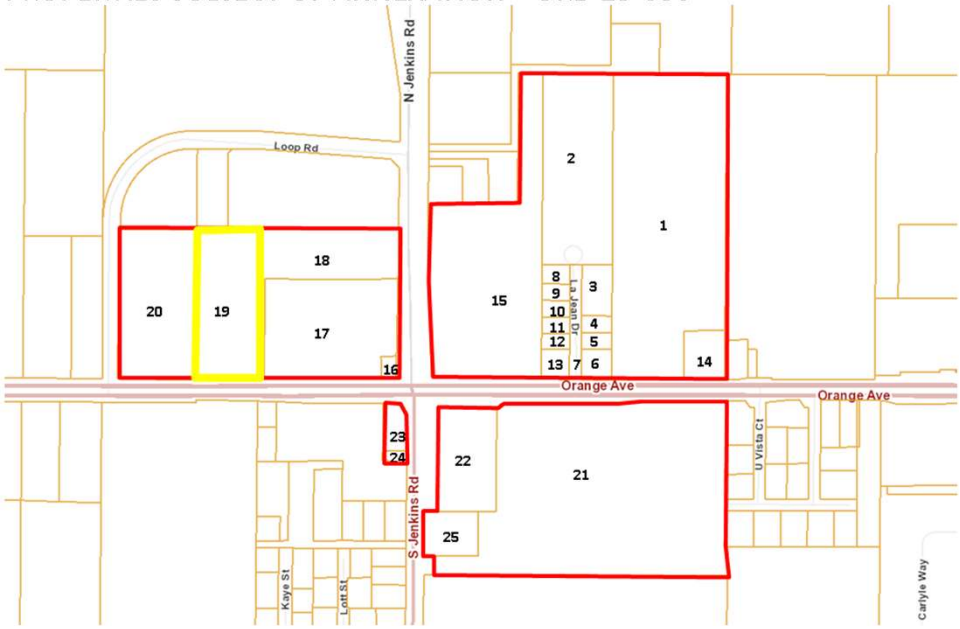
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

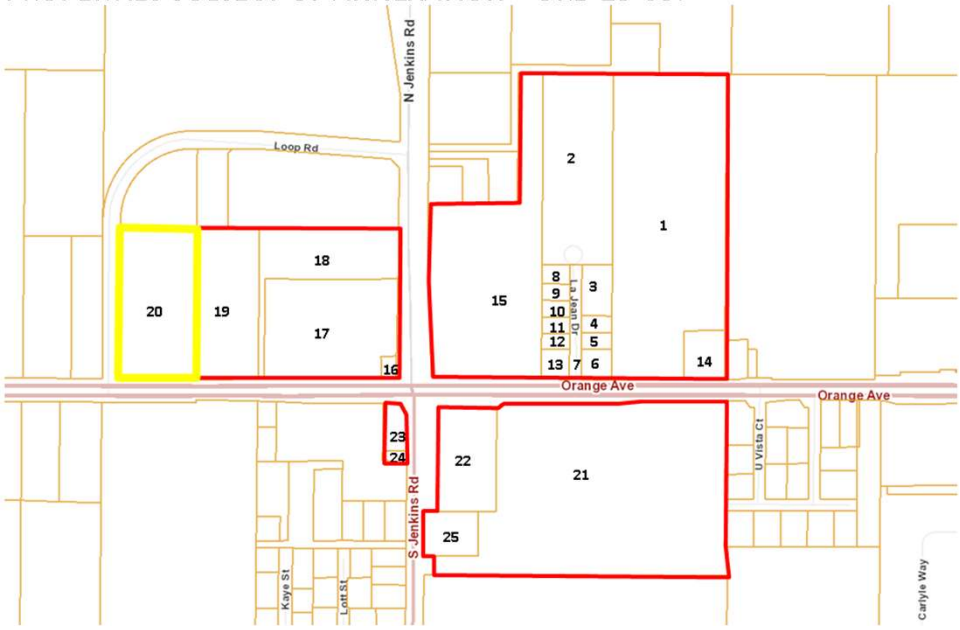
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

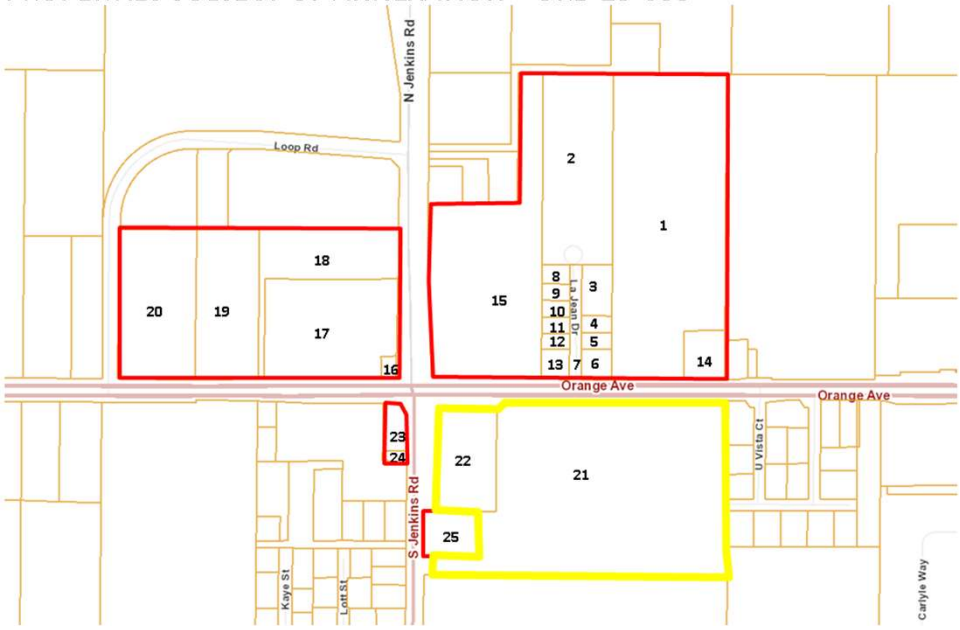
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

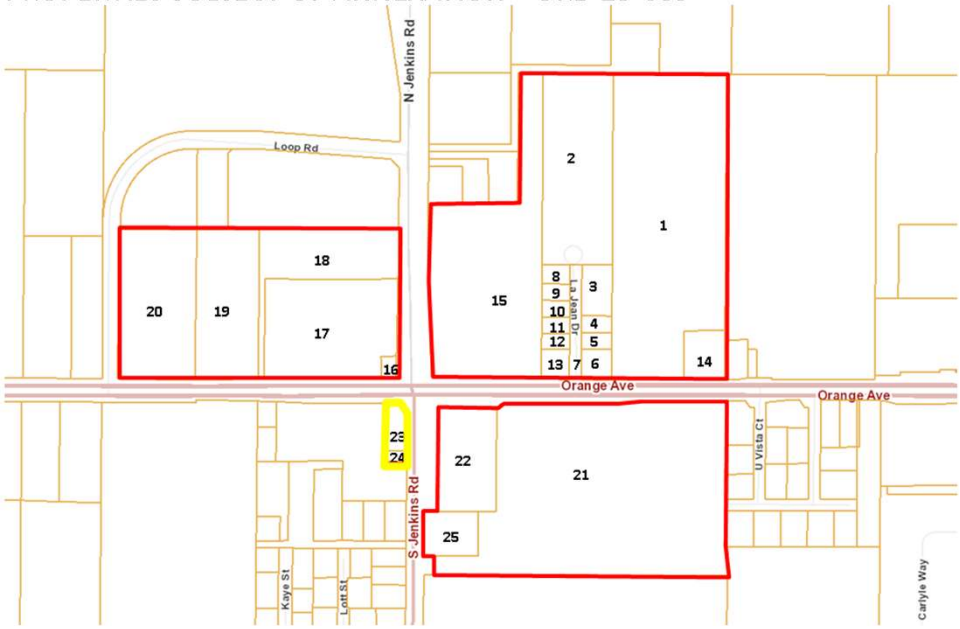
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

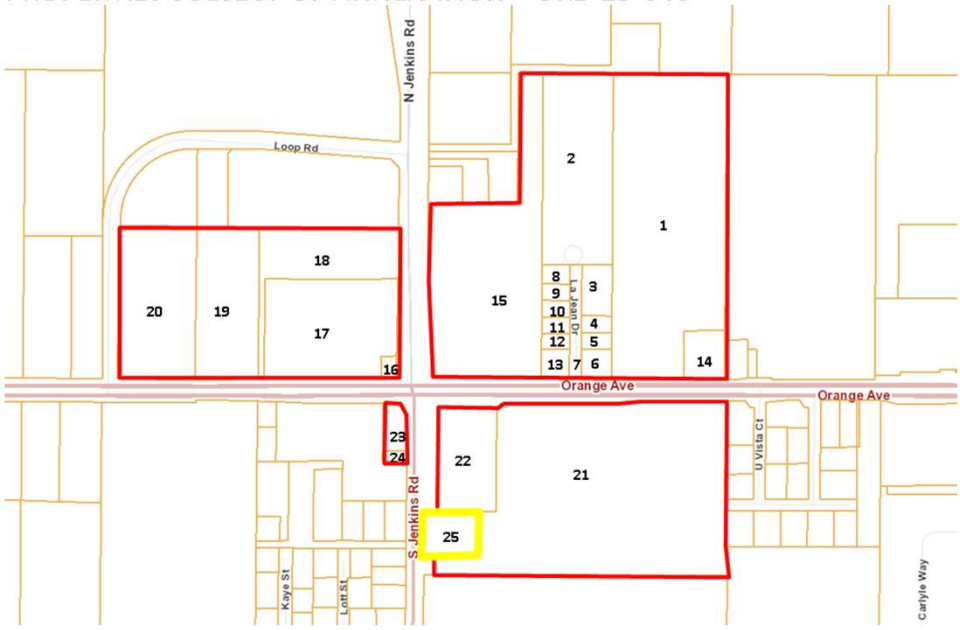
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



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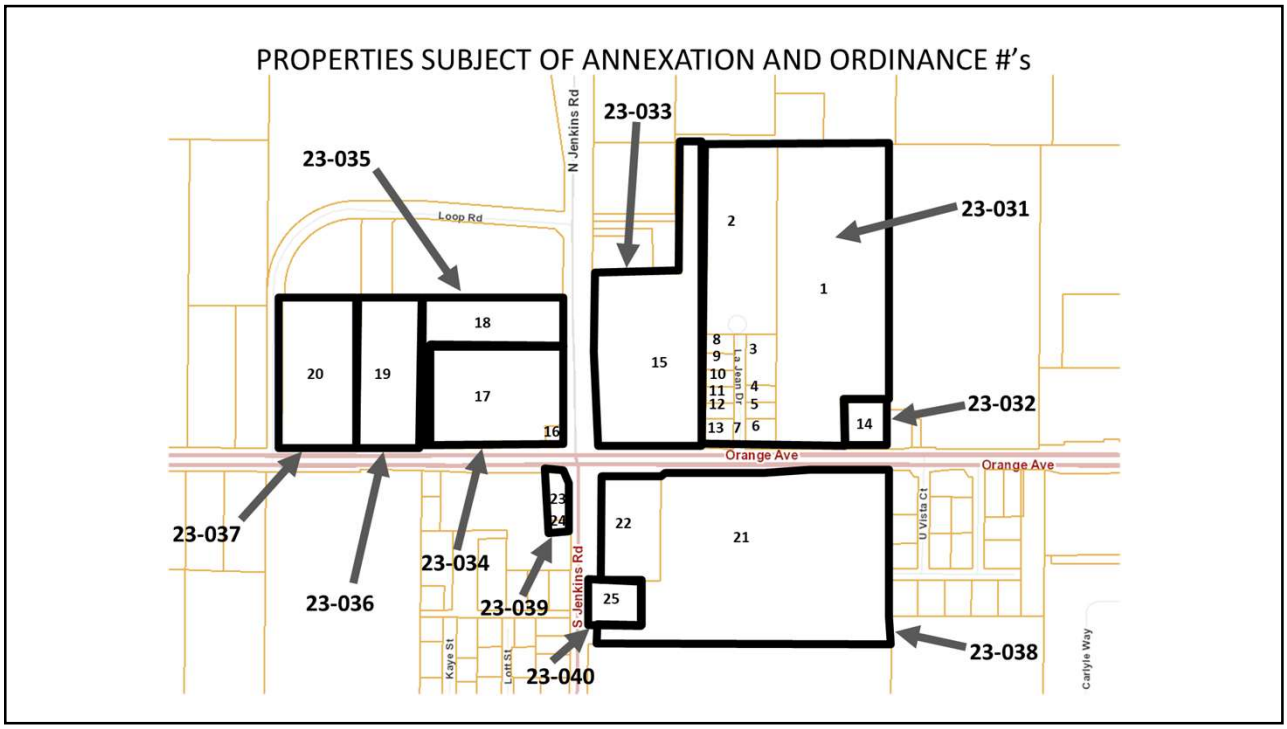


27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-037

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

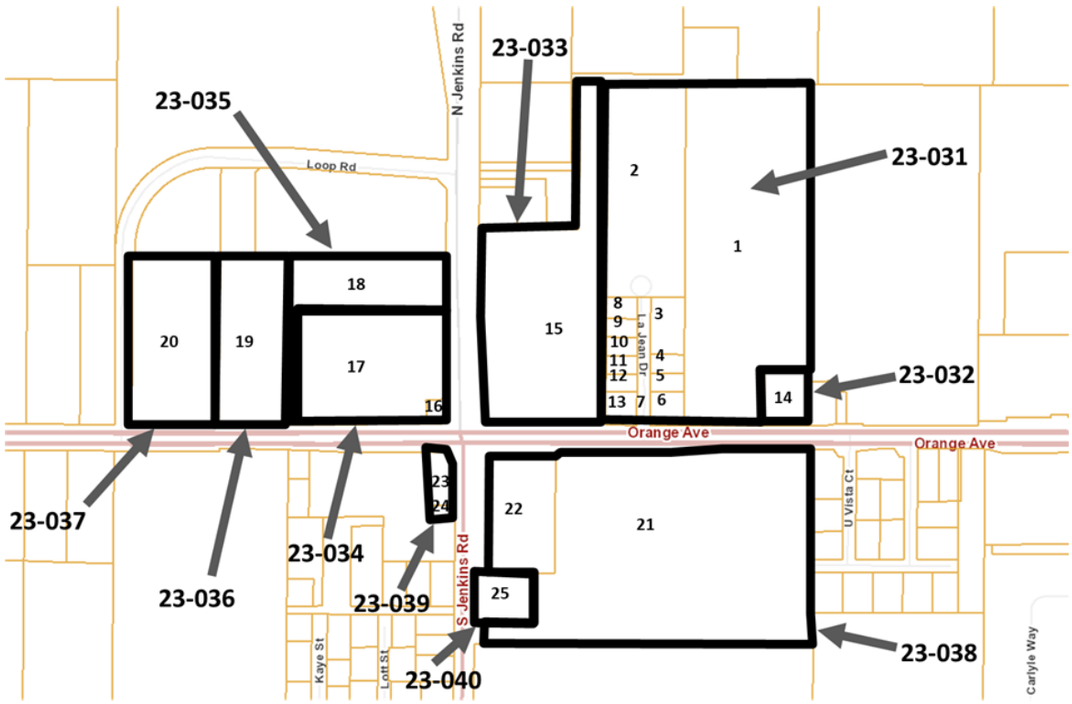
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
20	2312-143-0002-000-8	12 35 39 SW 1/4 OF SE 1/4 OF NE 1/4 - LESS W 25 FT AND LESS BEG AT PT OF INT OF N R/W ORANGE AV EXT AND E LI OF SW 1/4 OF SE 1/4 OF NE 1/4, TH W 265.64 FT, TH N 646.72 FT, TH E 266 FT, TH S 646.72 FT TO POB AND LESS I-95 R/W AS IN OR 246-2378 (5.40 AC) (OR 2612-2072: 2858-375)

RETURN TO: BOX 145
This instrument prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950

Property Appraisers Parcel Identification (Folio) Number(s):

ANNEXATION AGREEMENT
INDIVIDUAL

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2061845 11/03/2006 at 0 .07 PM
OR BOOK 2098 PAGE 1486 - 1486 DOC TYPE AGR
RECORDING $10.00

Rcvd 6/15

To:
WATER/WASTEWATER ENGINEERING
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

6000 & 6010 ORANGE AVENUE, FT. PIERCE, FL
Location Address

8801 S. INDIAN RIVER DRIVE, FORT PIERCE, FL 34982
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE SW ¼ OF THE SE ¼ OF NE ¼ OF SECTION 12, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS THE WEST 25 FEET AND LESS BEGINNING AT POINT OF INTERSECTION OF NORTH RIGHT OF WAY OF ORANGE AVENUE EXTENSION AND EAST LINE OF SW ¼ OF SE ¼ OF NE ¼, THENCE RUN WEST 265.64 FEET, THENCE NORTH 646.72 FEET; THENCE EAST 266 FEET, THENCE SOUTH 646.72 FEET TO POINT OF BEGINNING, AND LESS I-95 RIGHT OF WAY AS IN O. R. BOOK 246, PAGE 2378 (5.40 ACRES).

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE

GRANTOR(S) RESIDE(S) AT 8801 S. INDIAN RIVER DRIVE, FORT PIERCE, FL 34982.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand(s) and seal this 12th day of October, 2006.

Signed, sealed and delivered in our presence as witnesses:

Susan M. Burban
Witness Signature

Susan M. Burban
Printed Witness Signature

Witness Signature

R. N. Koblegard, III
Printed Witness Signature

STATE OF FLORIDA

COUNTY OF ST. LUCIE

Sarah E. Fender
Signature
Sarah E. Fender
Printed Signature
8801 S. Indian River Drive
Address
Fort Pierce, FL 34982
City, State, Zip

Signature

Printed Signature

Address

City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sarah E. Fender, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form(s) identification of the above-named person(s): Florida Driver's Licenses, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Susan M. Burban
MY COMMISSION # DD269844 EXPIRES
December 12, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Witness my hand and official Seal in the County and State last aforesaid this 12th day of October A.D. 2006.

Susan M Burban
Notary Signature

Susan M. Burban
Notary Printed Signature

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

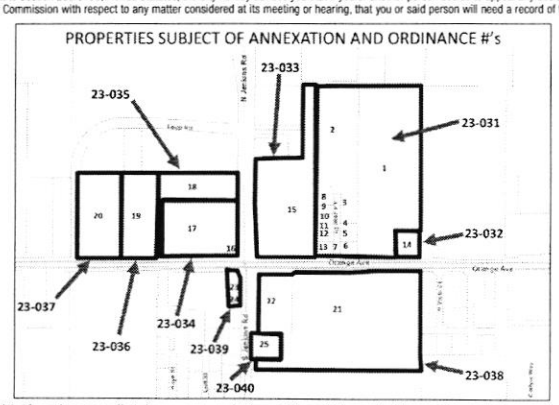
ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

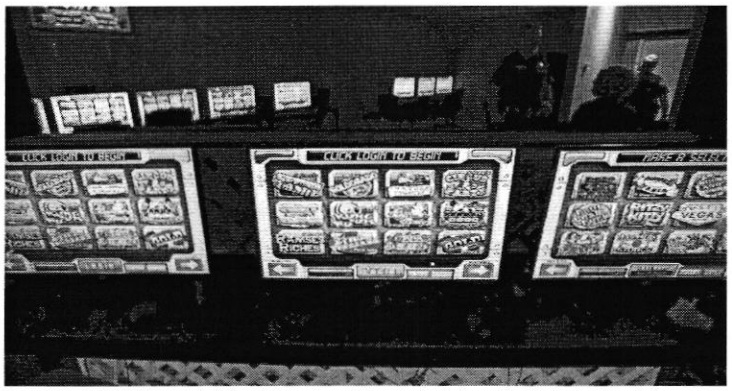
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
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ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Table A

Ordinance#	Annexation	Parcel ID
23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
		2407-231-0002-000-9
		2407-231-0002-140-2
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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 ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

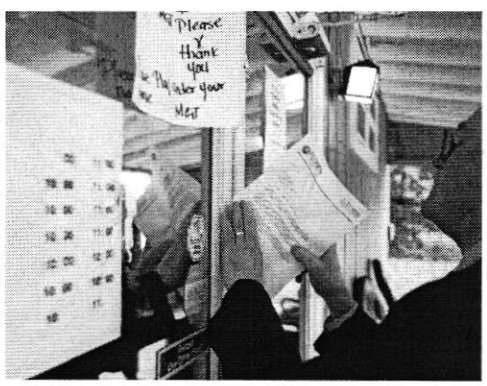
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. h.**

Meeting Date: 06/05/2023

Re: Ord 23-038 City Initiated Annexation (2 lots) 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislative Hearing - Ordinance 23-038 Annexation - City Initiated - 2 Parcels owned by Joseph G. Miller located at 5501 and 5513 Orange Ave, Parcel ID's: 2407-701-0001-000-4 and 2407-701-0002-000-1 - FIRST HEARING

SUMMARY:

TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE

These Two (2) parcels are part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommend approval of the annexation.

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-038 updated
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 02:40 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

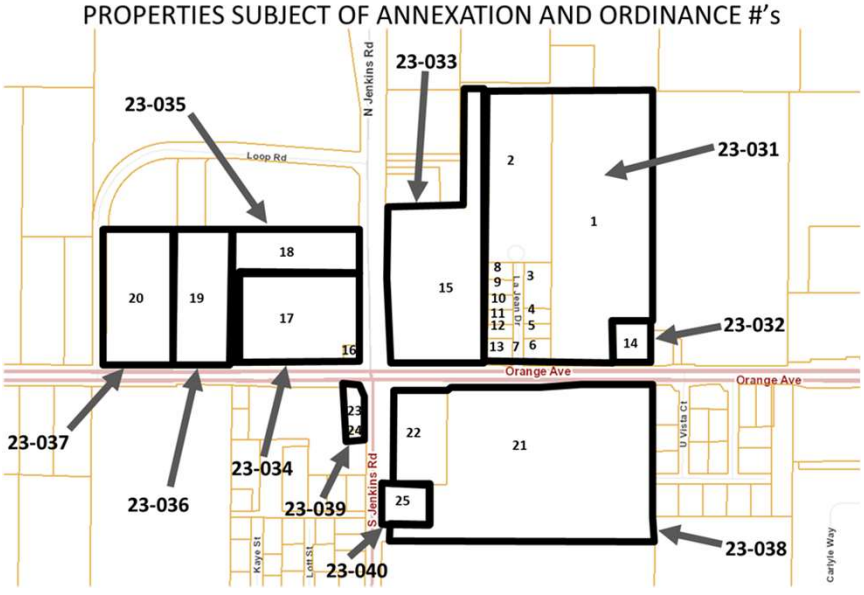
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



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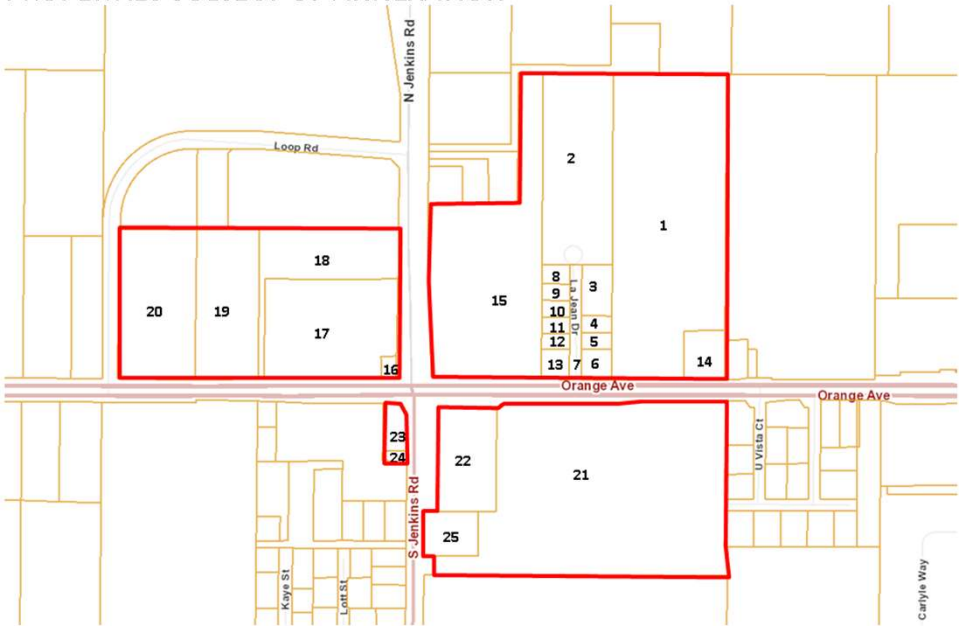
PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

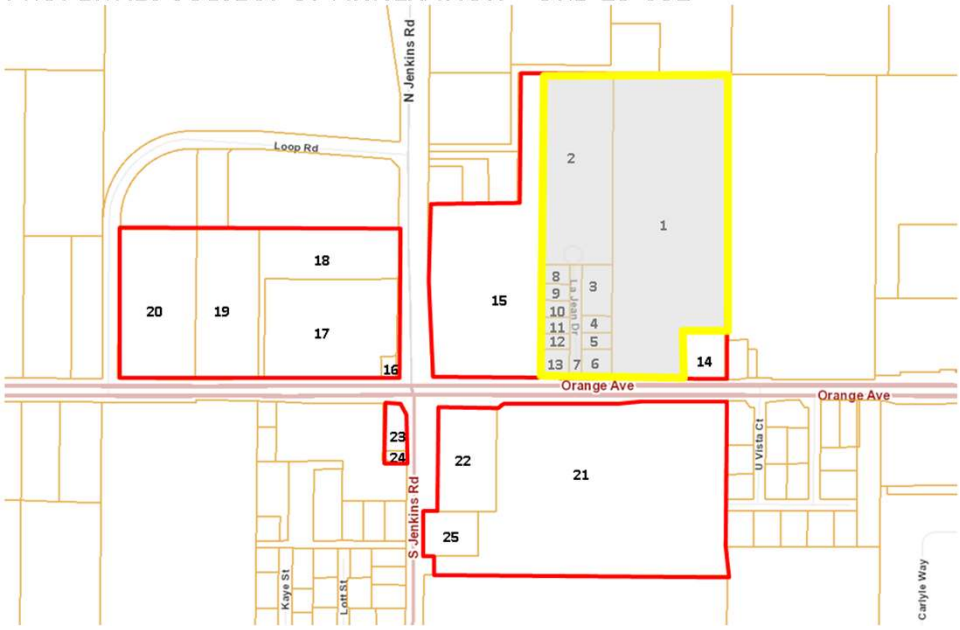
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

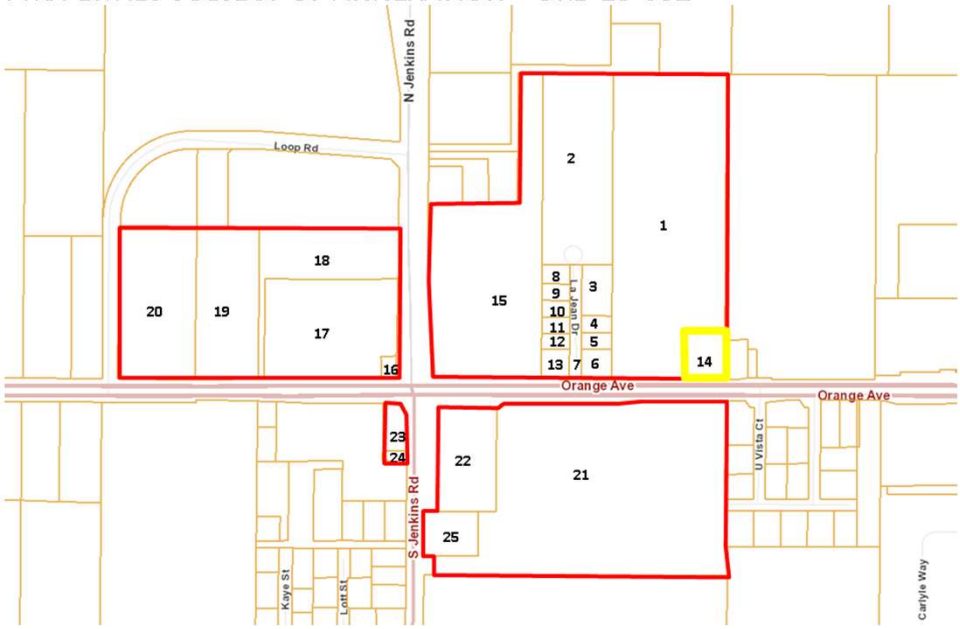
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

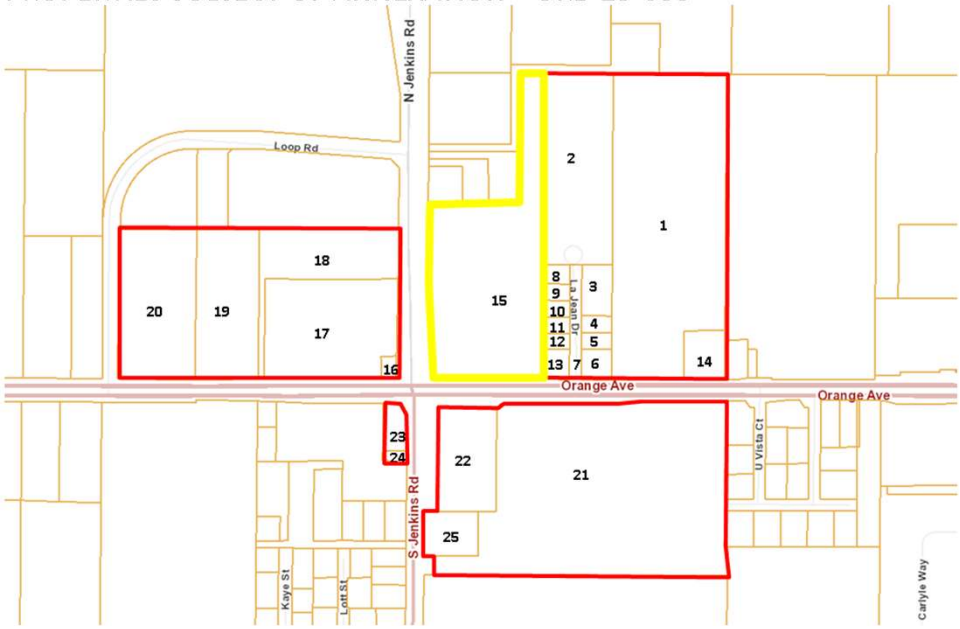
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

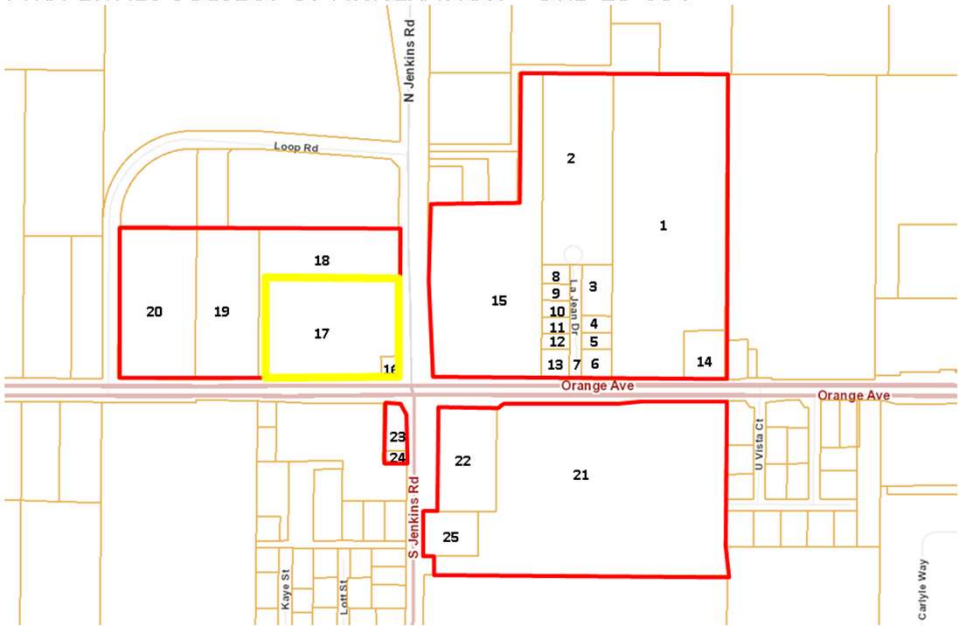
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

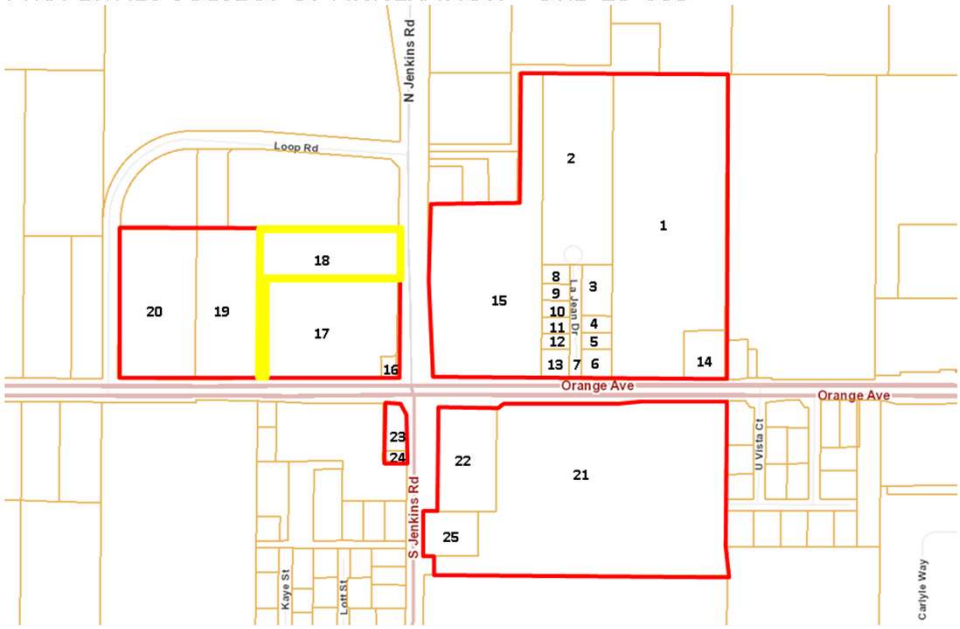
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

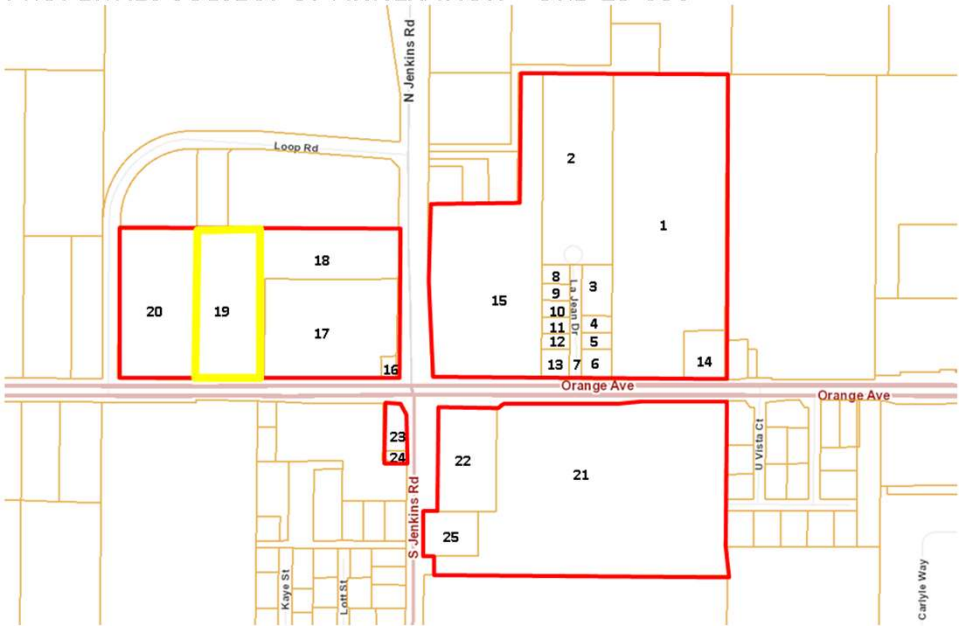
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

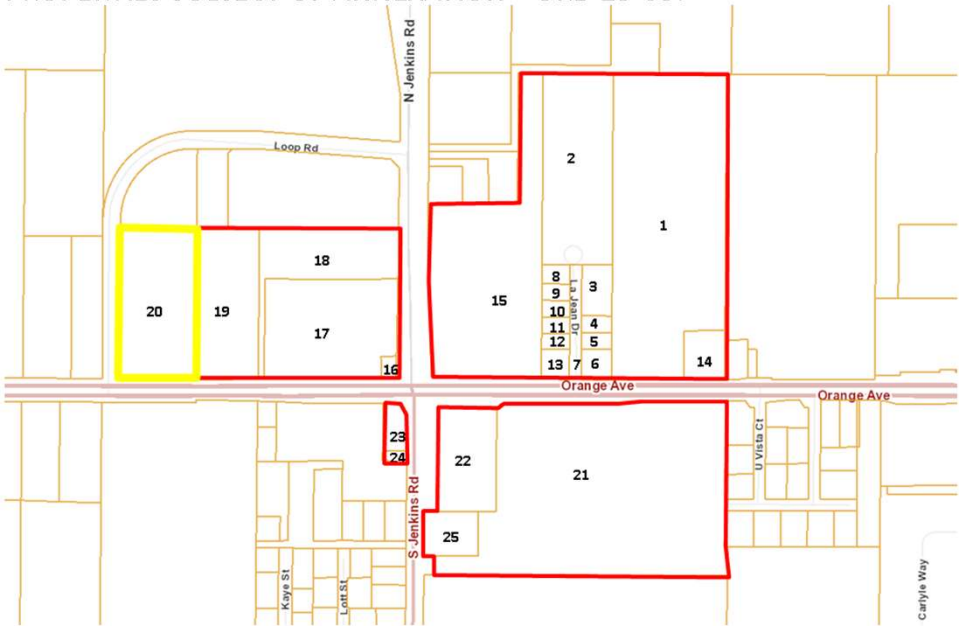
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

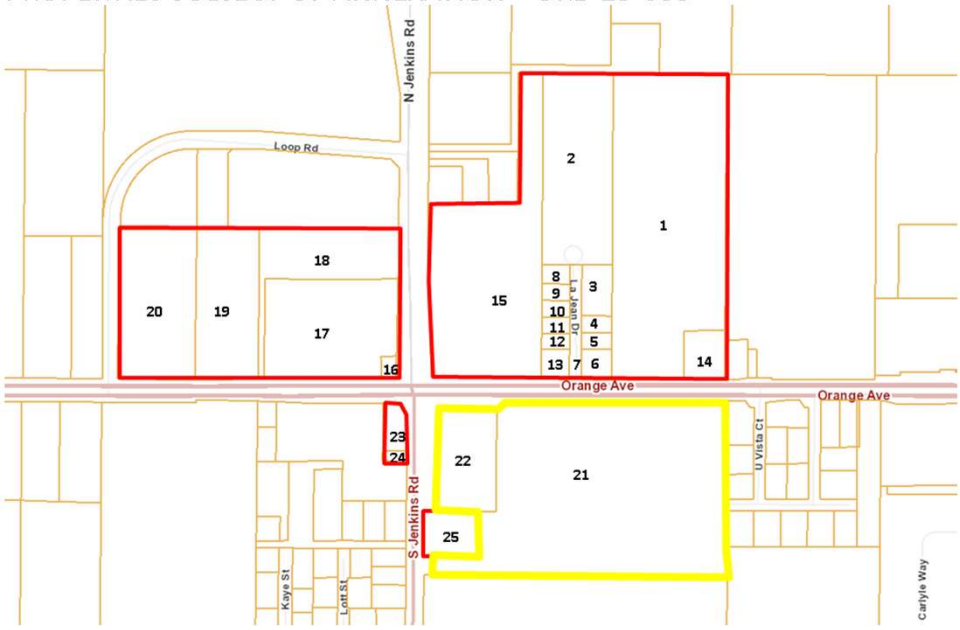
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

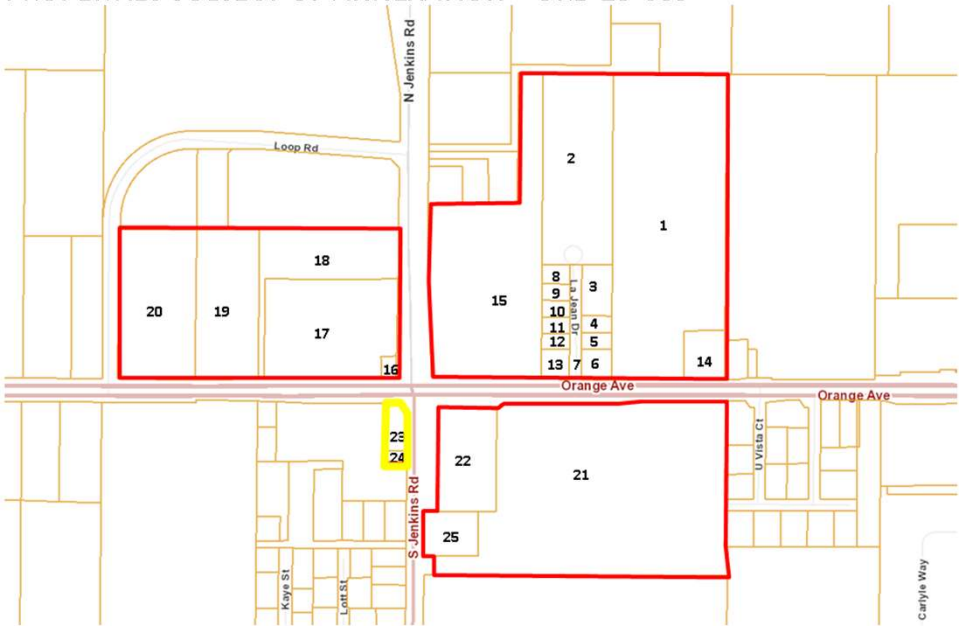
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

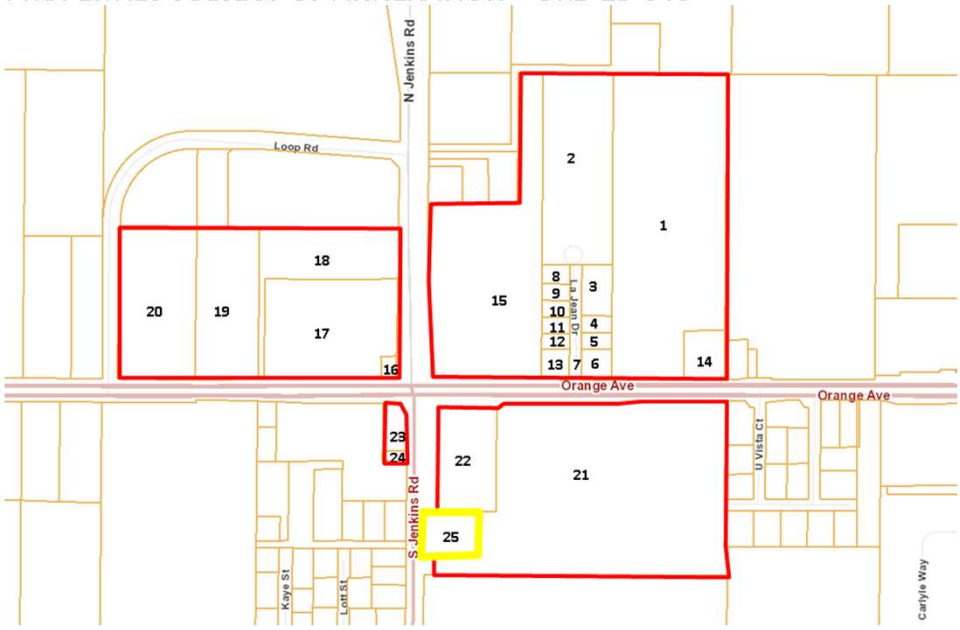
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



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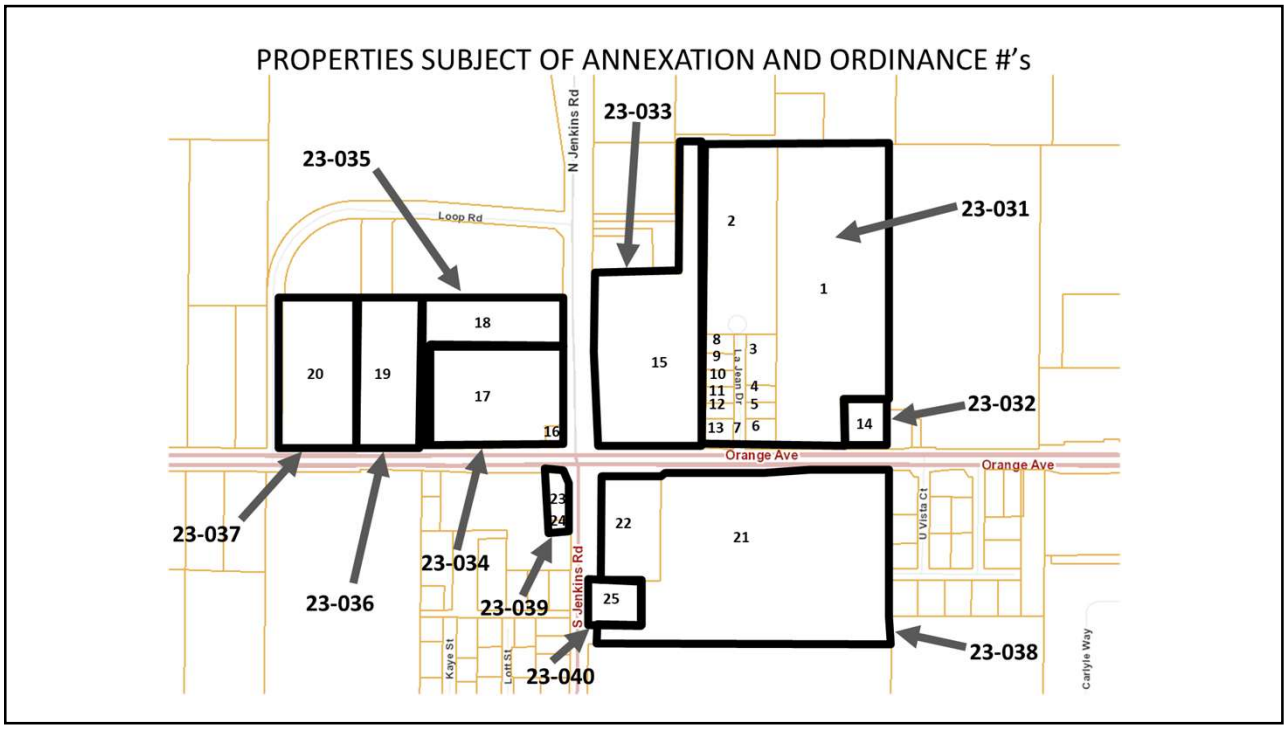


27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-038

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR **5501 ORANGE AVENUE AND 5513 ORANGE AVENUE** IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 25, 2023 special meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-038 was duly advertised by title only in the St. Lucie News Tribune on May 28, 2023 and June 4, 2023; 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 June 5, 2023; and was duly introduced, read by title only, and passed on second and final reading on June 20, 2023, 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 20th day of June, 2023.

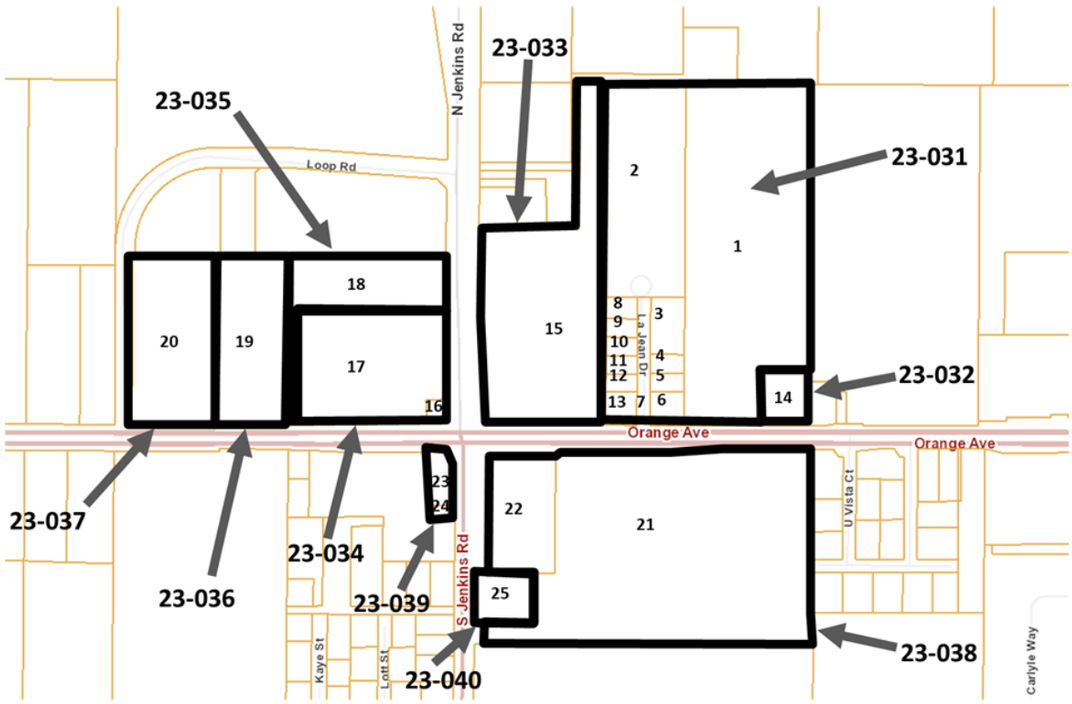
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
21	2407-701-0001-000-4	5501 WEST ORANGE CROSSING (PB 112-39) LOT 1 (17.09 AC - 744,440 SF)
22	2407-701-0002-000-1	5501 WEST ORANGE CROSSING (PB 112-39) LOT 2 (2.55 AC - 111,078 SF)

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX

This instrument prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950

Property Appraisers Parcel Identification (Folio) Number(s):
2407-321-0001-000-8

ANNEXATION AGREEMENT

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4216538 08/03/2016 04:10:13 PM
OR BOOK 3897 PAGE 2048 - 2049 Doc Type: AGR
RECORDING: $18.50

TO: WATER/WASTEWATER ENGINEERING
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

5500 ORANGE AVE, FORT PIERCE, FL 34947
Location Address

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

PLEASE SEE ATTACHED LEGAL DESCRIPTION LABELED "EXHIBIT A"

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT 5404 IDEAL HOLDING ROAD, PORT SAINT LUCIE, FL 34987.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 1st day of August, 2016.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

Printed Witness Signature

Witness Signature

Printed Witness Signature

Signature
Joseph G. Miller, as Trustee of the Joseph G. Miller Revocable Living Trust
Printed Signature
5404 Ideal Holding Road
Address
Port Saint Lucie, FL 34987
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Joseph G. Miller, as Trustee of the Joseph G. Miller Revocable Living Trust**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Nikol Martin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF210427
Expires 3/16/2019

Witness my hand and official Seal in the County and State last aforesaid this 1st day of August, A.D. 2016.

Notary Signature

Notary Printed Signature

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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23-031	Thirteen (13) lots at La Jean Dr and north of Orange Ave	2407-231-0001-000-2
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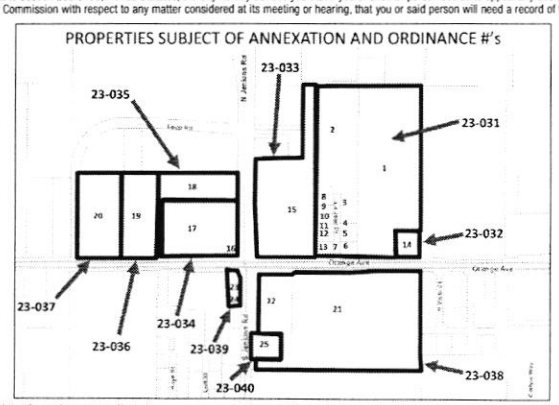
		2407-231-0002-130-9
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

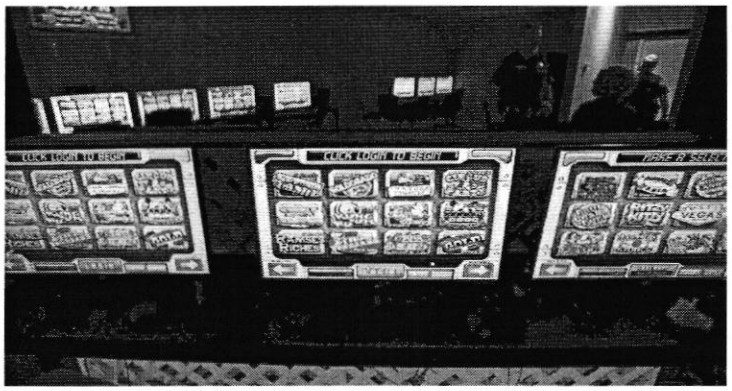
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
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23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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 ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

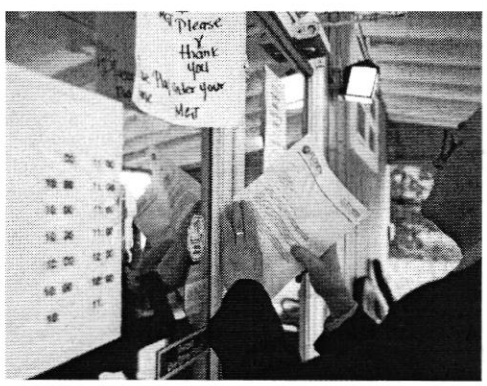
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. i.**

Meeting Date: 06/05/2023

Re: Ord 23-039 City Initiated Annexation (2 lots) 5701 ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislative Hearing - Ordinance 23-039 - Annexation - City Initiated - 2 Parcels owned by SAJ 1 SUNRISE LLC located at 5701 Orange Ave, Parcel ID: 2312-411-0001-000-3 and 2312-411-0003-000-7 - FIRST HEARING

SUMMARY:

TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA

These Two (2) parcels are part of a block of twenty-four (24) parcels all subject to utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreements provide for the annexation of the subject property at a time that it becomes contiguous with the City limit. An additional parcel owned by the City and FPUA is also subject to the City initiated annexation package.

The annexation agreements were signed between 1993 and 2006 and bind subsequent heirs, successors or assigns to annex into the City limits once the condition to annex has been met.

That condition has recently been met and will subsequently be further met with the proposed sequence of processing of this and the remaining annexations in ten separate Ordinances.

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County

RECOMMENDATION:

Staff recommend approval of the annexation.

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance 23-039
Exhibit B - Annexation Agreement
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 02:41 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

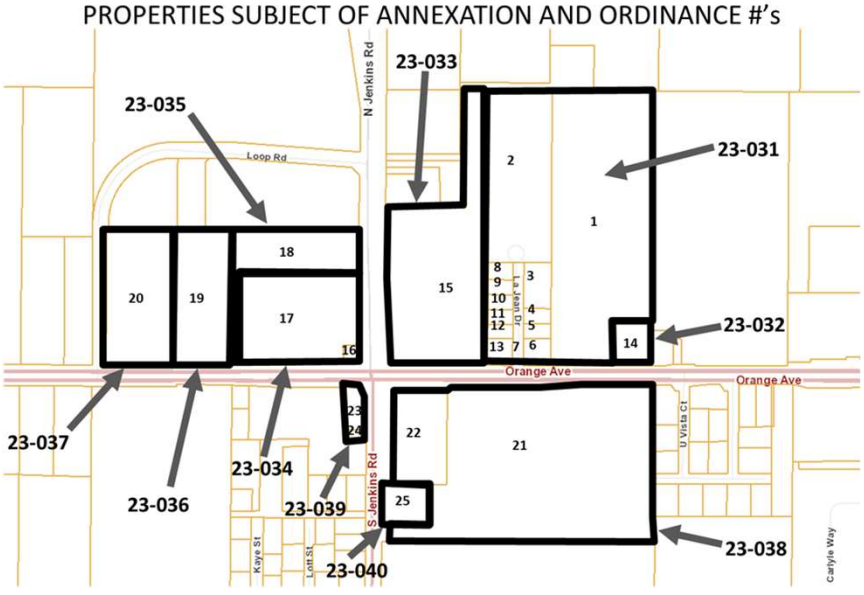
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

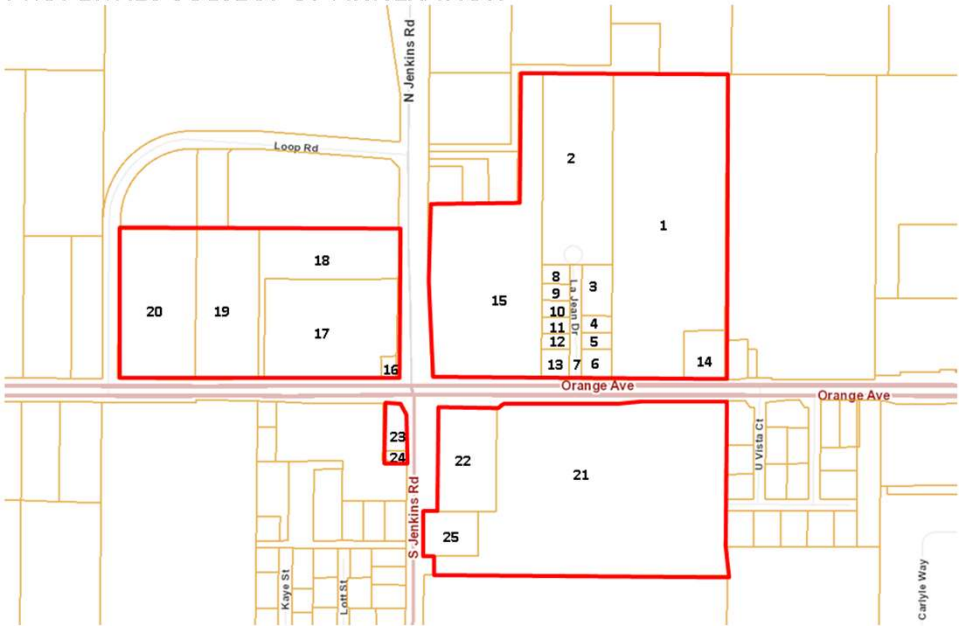
3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



4

PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

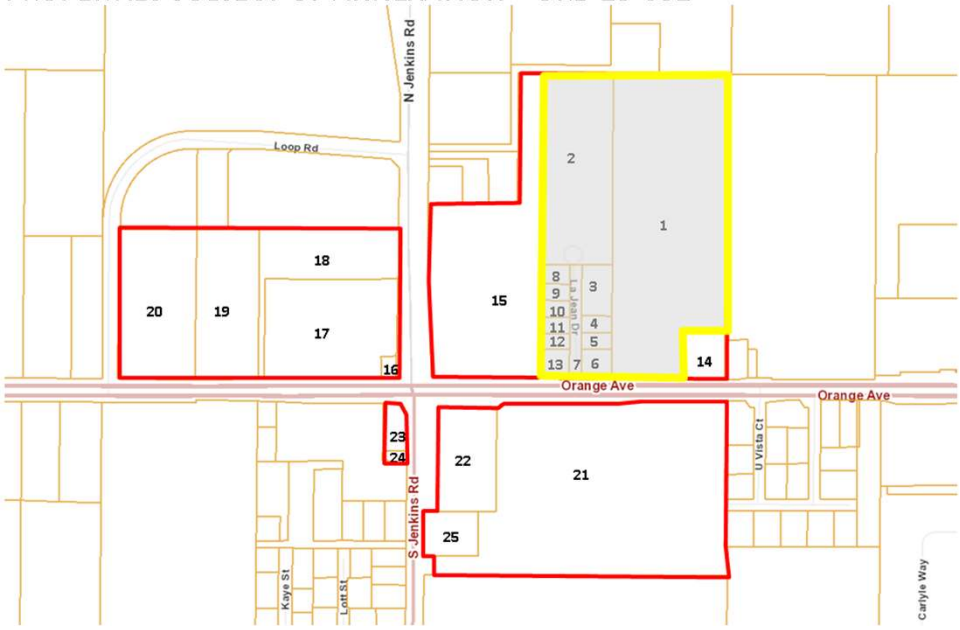
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

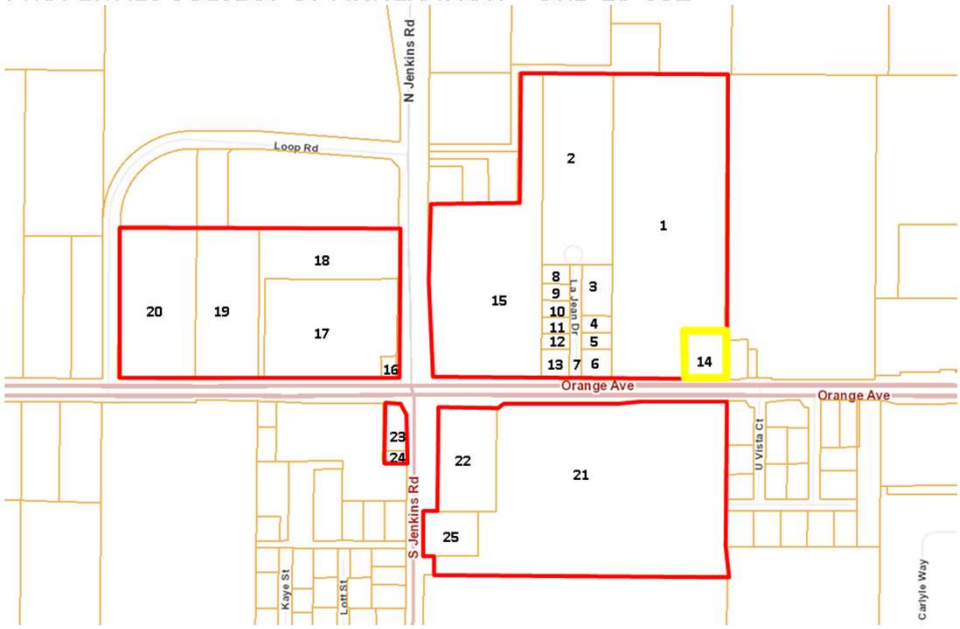
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

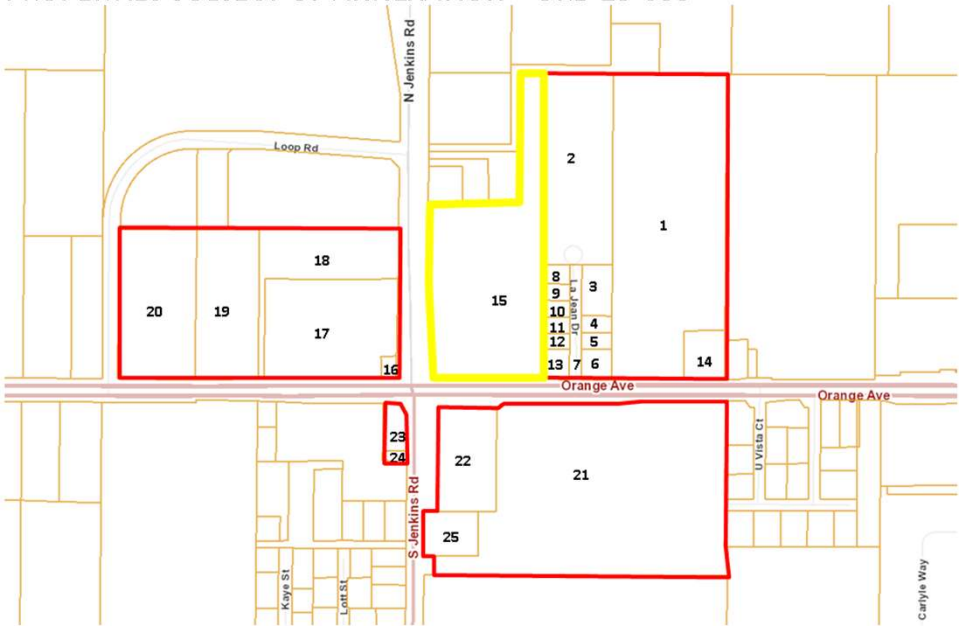
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

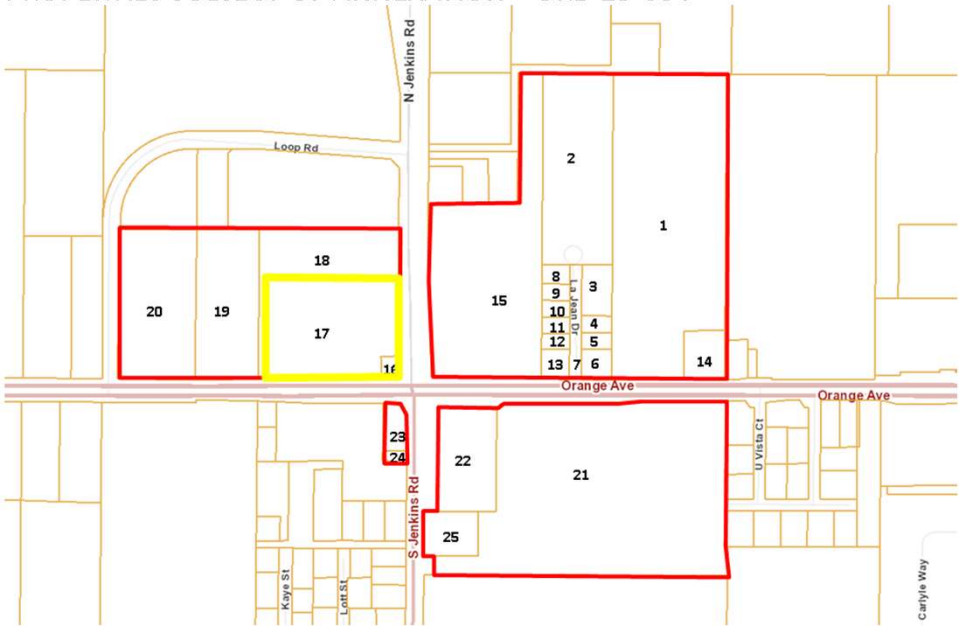
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

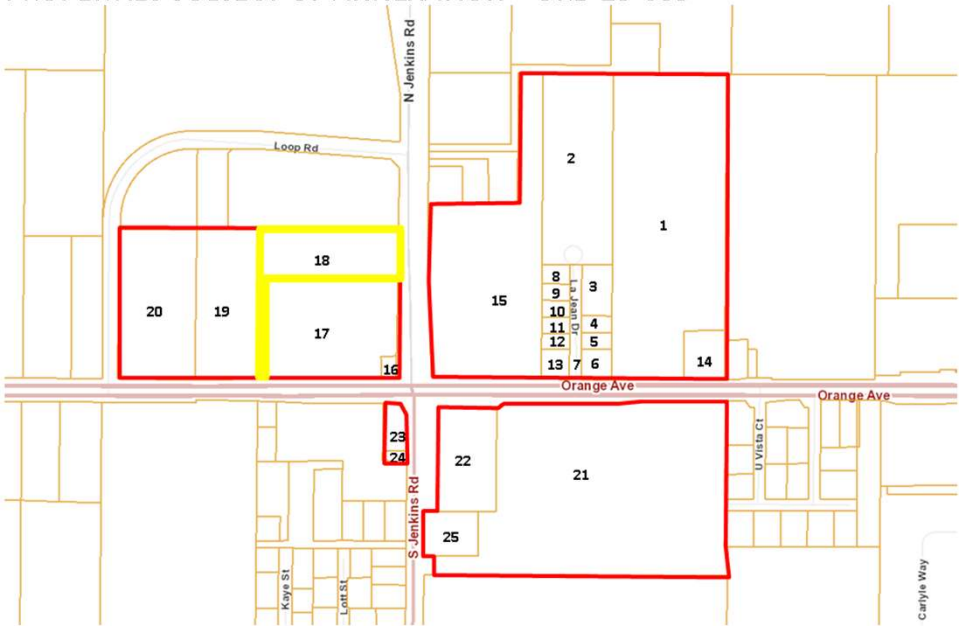
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

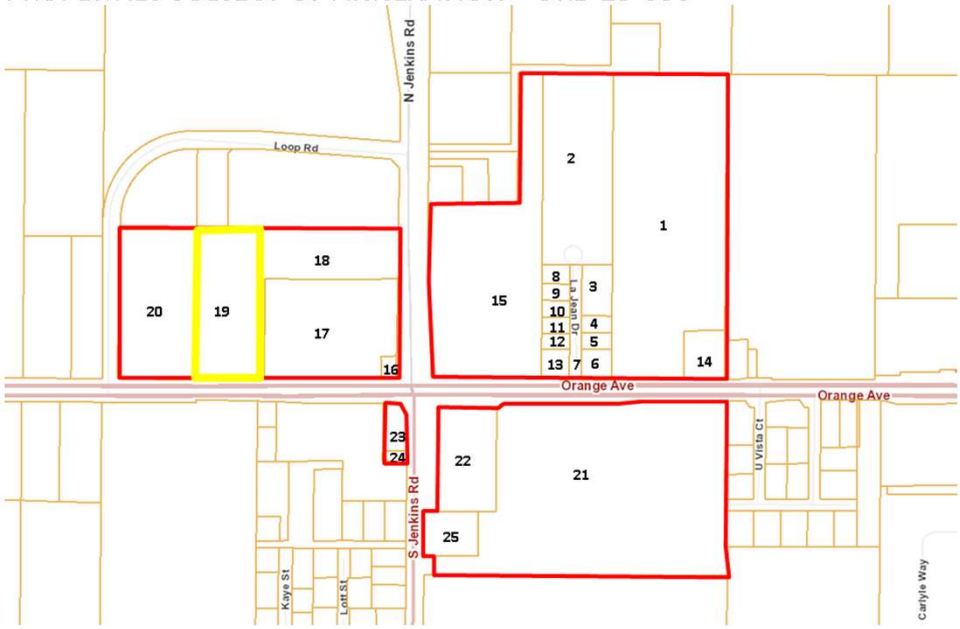
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

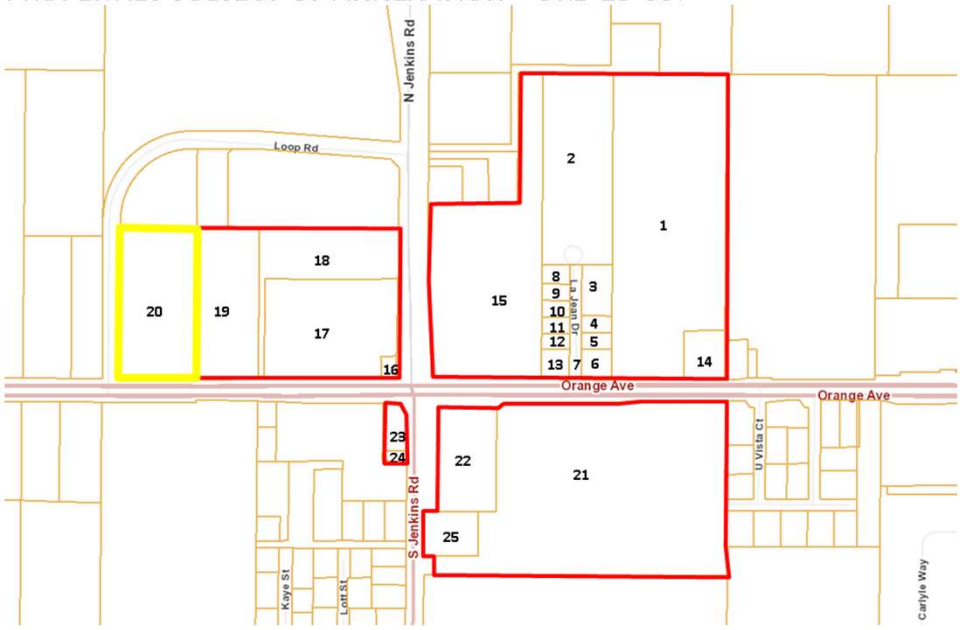
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

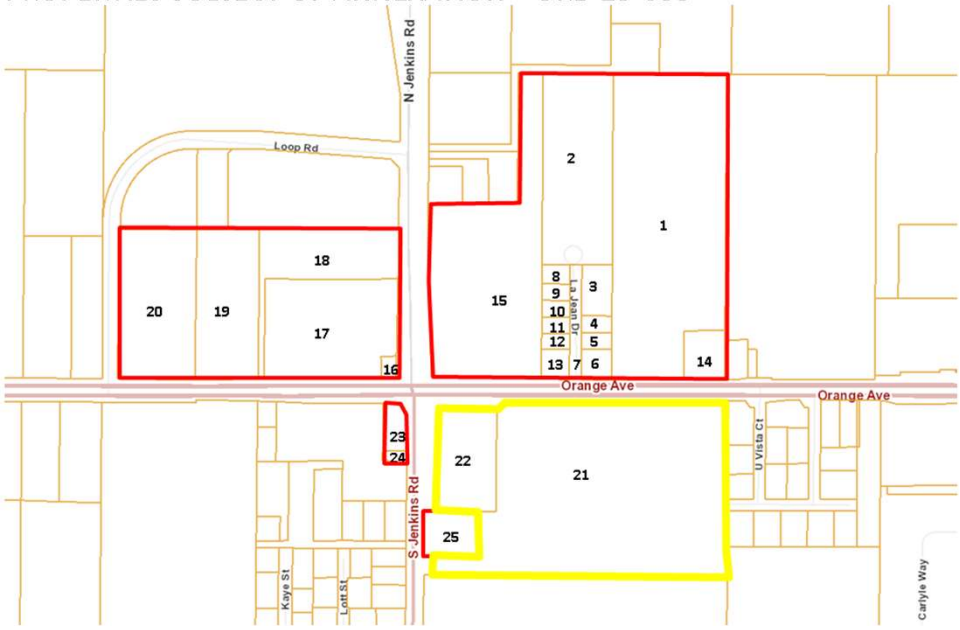
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

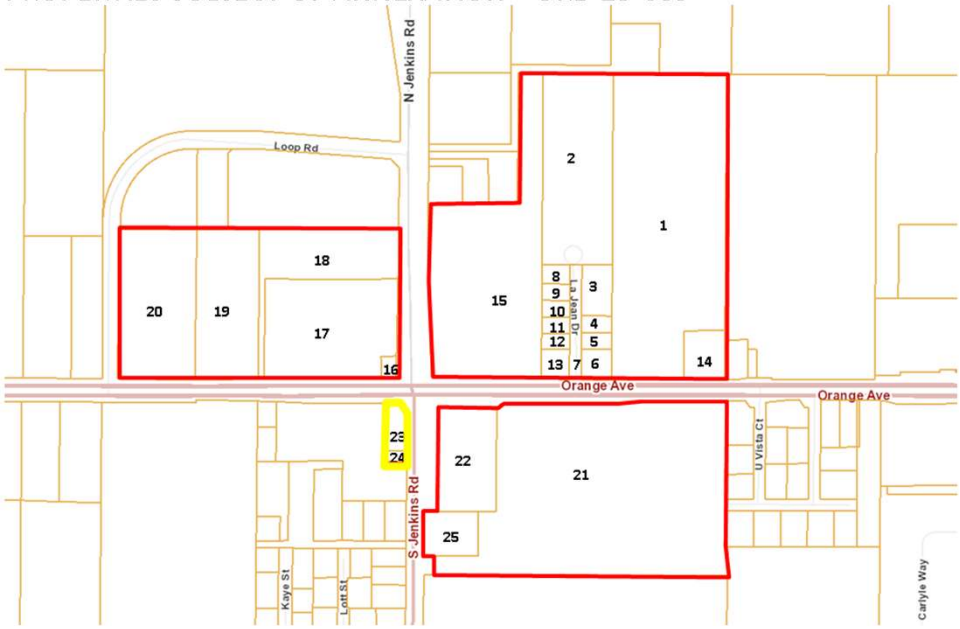
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

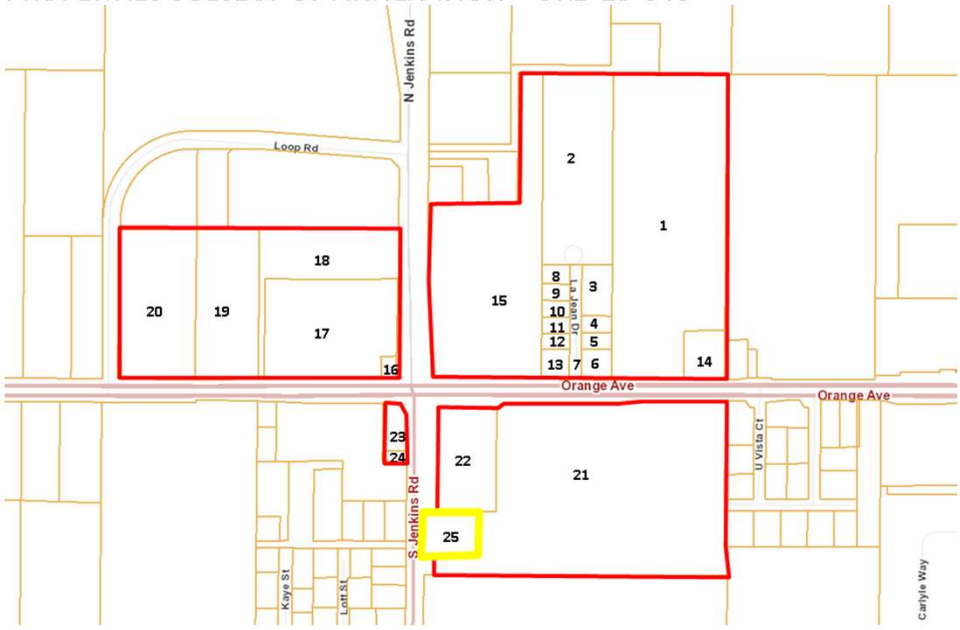
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



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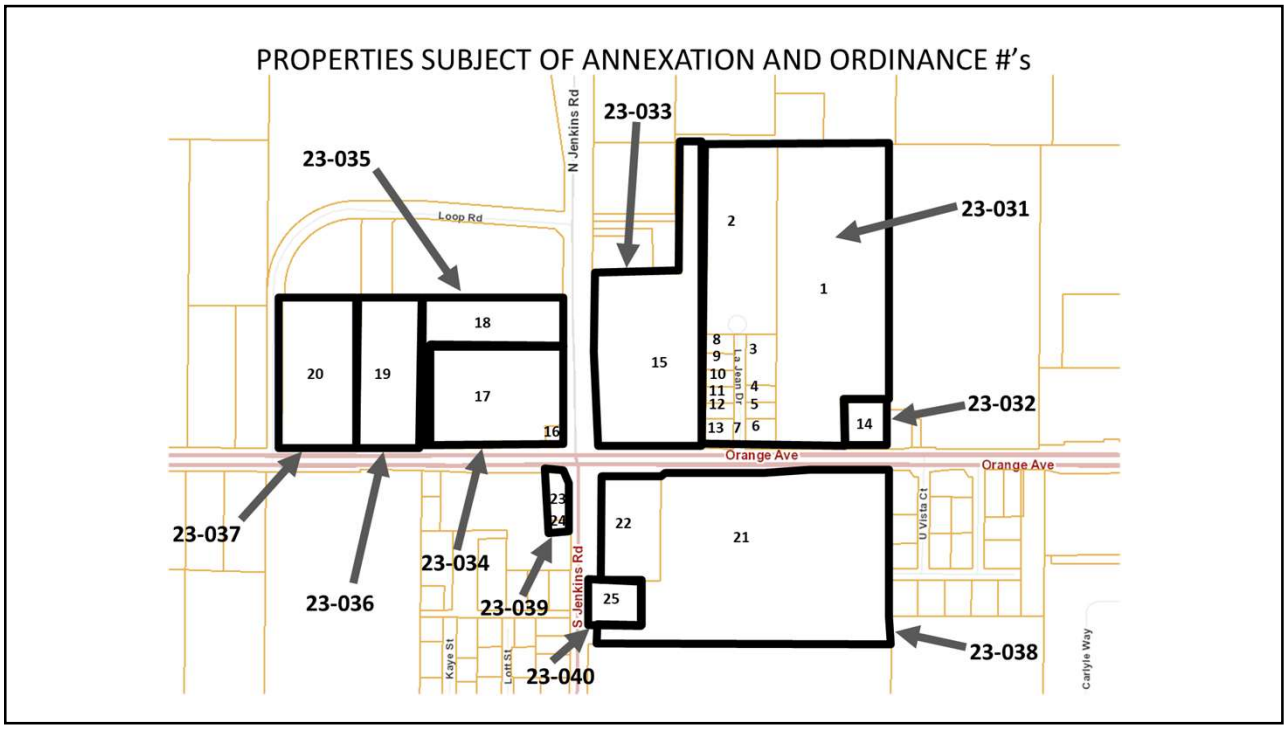


27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-039

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit **"B"**; and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 25, 2023 special meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-039 was duly advertised by title only in the St. Lucie News Tribune on May 28, 2023 and June 4, 2023; 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 June 5, 2023; and was duly introduced, read by title only, and passed on second and final reading on June 20, 2023, 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 20th day of June, 2023.

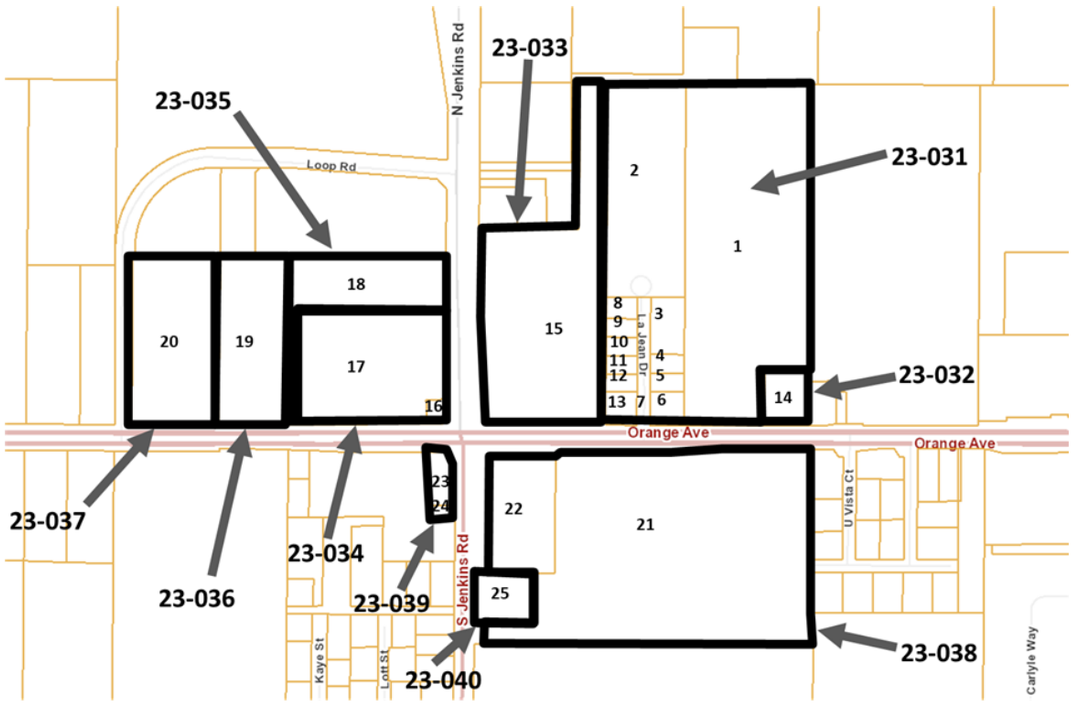
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Ref	Parcel ID	Legal Description
23	2312-411-0001-000-3	12 35 39 W 102.4 FT OF E 135.4 FT OF S 228.5 FT OF N 261.5 FT OF E 1/2 OF NE 1/4 OF NE 1/4 OF SE 1/4-LESS AS IN ORD TAKING CA #82-131-05- (0.46 AC) (OR 572-515 ; 1874-233: 3622-1068)
24	2312-411-0003-000-7	12 35 39 W 102.4 FT OF E 135.4 FT OF S 40 FT OF N 301.5 FT OF N 1/2 OF NE 1/4 OF NE 1/4 OF SE 1/4 AND S 5 FT OF N 306.5 FT OF W 77 FT OF E 110 FT OF N 1/2 OF NE 1/4 OF NE 1/4 OF SE 1/4 (0.10 AC) (OR 572-517)

RETURN TO:
Ben L. Bryan, Jr.
Fee, Bryan, & Koblegard, P.A.
Courthouse Box #25

Return to:

This instrument prepared by

J. C. Vandegrifft, Senior Engineering Tech
FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

See attached Exhibit A.

ANNEXATION AGREEMENT
INDIVIDUAL

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1242933 OR BOOK 0836 PAGE 1606
Recorded: 04-15-93 03:36 P.M.

DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Location Address:
5701 Orange Avenue
Fort Pierce, Florida 34982

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property which I own, to wit:

SEE ATTACHED EXHIBIT A

The mailing address for the above-described property is: 5500 Orange Avenue
Fort Pierce, Florida 34947

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF, I hereunto set my hand(s) and seal this 25th day of February, 1993.

Signed, sealed and delivered in our presence as witnesses:

Joseph Vandegrifft
Witness Signature
JOSEPH VANDEGRIFFT
Printed Witness Signature

Witness Signature
Printed Witness Signature

Joseph G. Miller
Signature
Joseph G. Miller
Printed Signature
5500 Orange Avenue
Address
Fort Pierce, Florida 34947

Signature
Printed Signature
Address

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared JOSEPH G. MILLER as Trustee of the JOSEPH G. MILLER REVOCABLE LIVING TRUST AGREEMENT dated October 2, 1986 with full power and authority to protect, conserve and to sell, lease, encumber or otherwise manage and dispose of the real property conveyed known to me to be the person___ described in and who executed the foregoing instrument, who acknowledged before me that _____executed the same, that I relied upon the following form___ of identification of the above-named person___: was personally known to me, and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL

KENNA B. [illegible]
MY COMMISSION # CC [illegible]
May 31, [illegible]
BONDED THRU TROY [illegible]

Witness my hand and official seal in the County and State last aforesaid this 25 day of February, A.D. 1993.

Kenna B. Hayes
Notary Signature
KENNA B. HAYES
Printed Notary Signature

MAC:jm 04/92

EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL 1—5701 ORANGE AVENUE:

The West 102.4 feet of the East 135.4 feet of the South 228.5 feet of the North 261.5 feet of the East 1/2 of the NE 1/4 of the NE 1/4 of the SE 1/4 of Section 12, Township 35 South, Range 39 East, Public Records of St. Lucie County, Florida (Tax ID #2312-411-0001-000/3).

The above-described property as recorded in OR Book 572, page 515, of the Public Records of St. Lucie County, Florida.

PARCEL 2—95 JENKINS ROAD

The West 102.4 feet of the East 135.4 feet of the South 40 feet of the North 301.5 feet of the North 1/2 of the NE 1/4 of the NE 1/4 of the SE 1/4 and South 5 feet of the North 306.5 feet of the West 77 feet of the East 110 feet of the North 1/2 of the NE 1/4 of the SE 1/4 of Section 12, Township 35 South, Range 39 East, St. Lucie County, Florida (Tax ID #2312-411-0003-000/7).

The above-described property as recorded in OR Book 572, page 517, of the Public Records of St. Lucie County, Florida.

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
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23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
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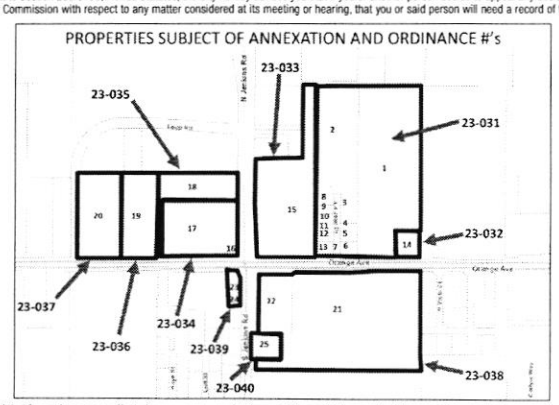
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

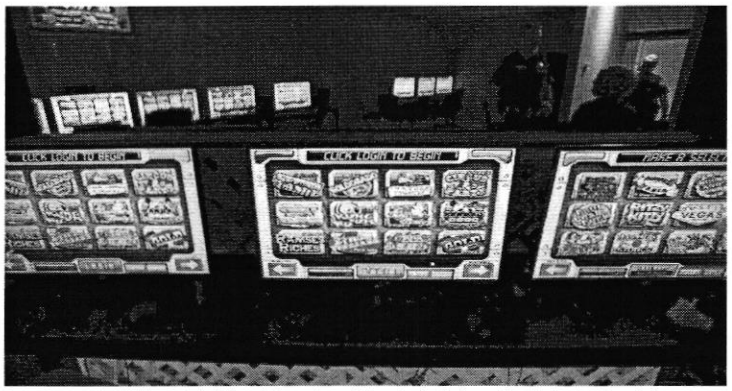
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
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/s/ Linda W. Cox
City Clerk
Publish: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

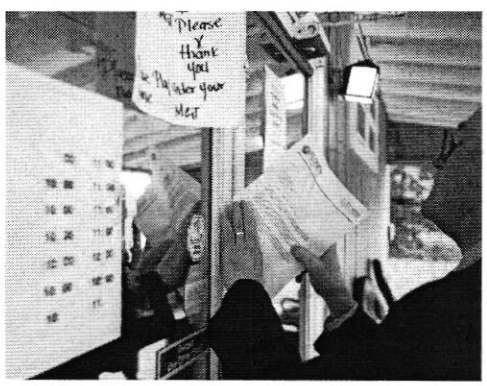
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **12. j.**

Meeting Date: 06/05/2023

Re: Ord 23-040 City Initiated Annexation (1 lot) SOUTH OF THE INTERSECTION OF ORANGE AVENUE

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislative Hearing - Ordinance 23-040: Annexation - City Initiated - 1 Parcel owned by City of Fort Pierce and Fort Pierce Utility Authority located at or near 550 feet South of the intersection of Orange Avenue and S. Jenkins Road. Parcel ID: 2407-322-0000-000-4 - FIRST HEARING

SUMMARY:

ONE (1) LOT AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE

This One (1) parcel is owned by the City and FPUA is also subject to the City initiated annexation package.

The property becomes contiguous on annexation of the other properties which are subject of the Annexation Agreements.

The Current Zoning and Future land use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County

RECOMMENDATION:

Staff recommend approval of the annexation.

ALTERNATIVES:

1. Approve the annexation with amendments to the Ordinance.
or
2. Deny the annexation.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director
Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Technical Review Committee,
Planning Board.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

n/a

Attachments

Staff Presentation
Ordinance - 23-040
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/05/2023 12:16 PM

Form Started By: Kev Freeman
Started On: 05/03/2023 02:43 PM
Final Approval Date: 05/08/2023

CITY OF FORT PIERCE
CITY COMMISSION

May 15th, 2023

Annexation of Twenty-Five Properties

1

This item proposes the annexation of twenty-five (25) properties located at or near the intersection of Orange Ave with N. Jenkins Rd and S. Jenkins Road in Fort Pierce.

Twenty-Four (24) of the properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at a time that the subject property becomes contiguous with the City limit. The twenty-fifth lot to be annexed is in City and FPUA ownership and will become contiguous during the annexation process.

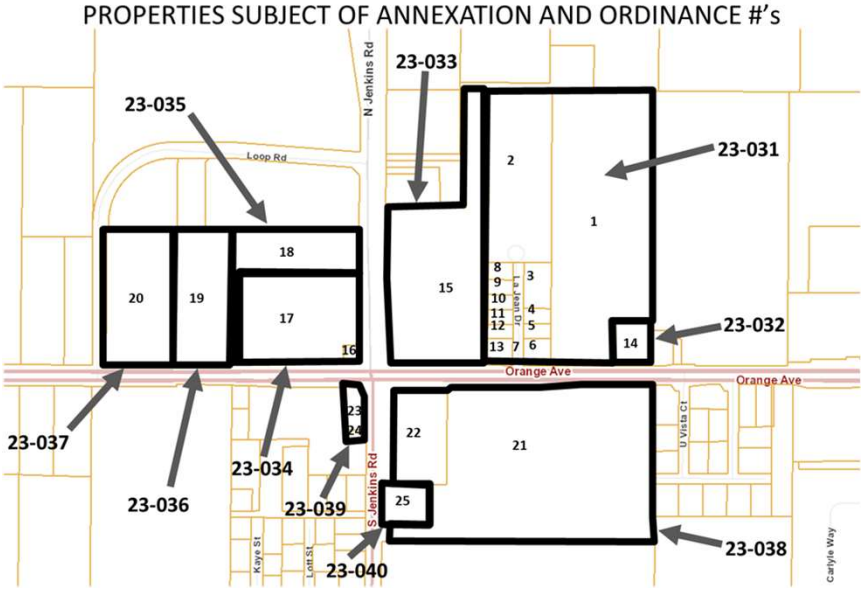
2

The Current Zoning and Future land use of the properties will not be amended at this time and will remain as designated by St. Lucie County.

The annexations will be processed in through ten (10) ordinances processed in a sequence to maintain State conditions for allowing annexation.

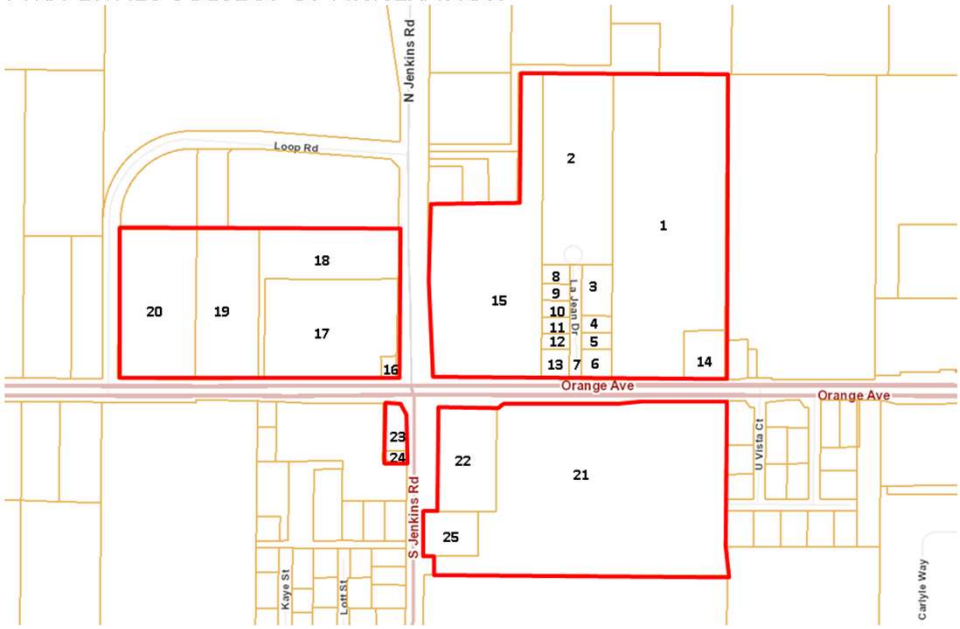
3

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s



4

PROPERTIES SUBJECT OF ANNEXATION



5

The parcel ID#'s:

2407-231-0001-000-2, 2407-231-0002-000-9, 2407-231-0002-140-2, 2407-231-0002-130-9, 2407-231-0002-120-6, 2407-231-0002-110-3, 2407-231-0002-150-5, 2407-231-0002-050-4, 2407-231-0002-060-7, 2407-231-0002-070-0, 2407-231-0002-080-3, 2407-231-0002-090-6, 2407-231-0002-100-0, 2407-234-0004-000-2, 2407-232-0001-000-5, 2312-144-0004-000-5, 2312-144-0003-000-8, 2312-144-0001-000-4, 2312-143-0001-000-1, 2312-143-0002-000-8, 2407-701-0001-000-4, 2407-701-0002-000-1, 2312-411-0001-000-3, 2312-411-0003-000-7, and 2407-322-0000-000-4.

6

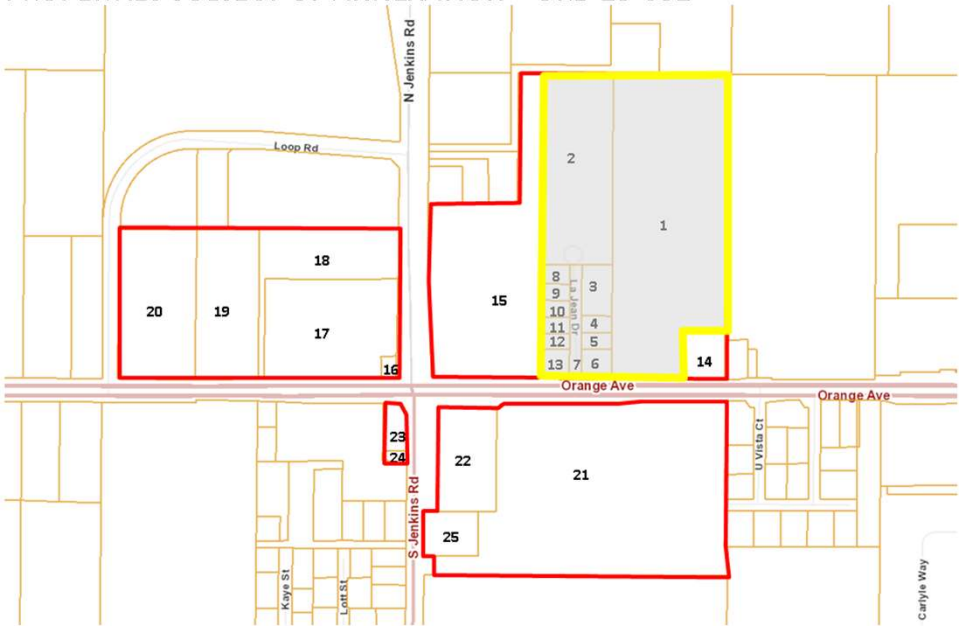
ORD 23-031

Thirteen (13) lots at La Jean Dr and north of Orange Ave

Map Ref	Parcel ID	Address
1	2407-231-0001-000-2	5410 ORANGE AVE
2	2407-231-0002-000-9	LA JEAN DR
3	2407-231-0002-140-2	98 LA JEAN DR
4	2407-231-0002-130-9	56 LA JEAN DR
5	2407-231-0002-120-6	42 LA JEAN DR
6	2407-231-0002-110-3	5420 ORANGE AVE
7	2407-231-0002-150-5	ORANGE AVE EXT
8	2407-231-0002-050-4	105 LA JEAN DR
9	2407-231-0002-060-7	93 LA JEAN DR
10	2407-231-0002-070-0	75 LA JEAN DR
11	2407-231-0002-080-3	59 LA JEAN DR
12	2407-231-0002-090-6	45 LA JEAN DR
13	2407-231-0002-100-0	5440 ORANGE AVE

7

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-031



8

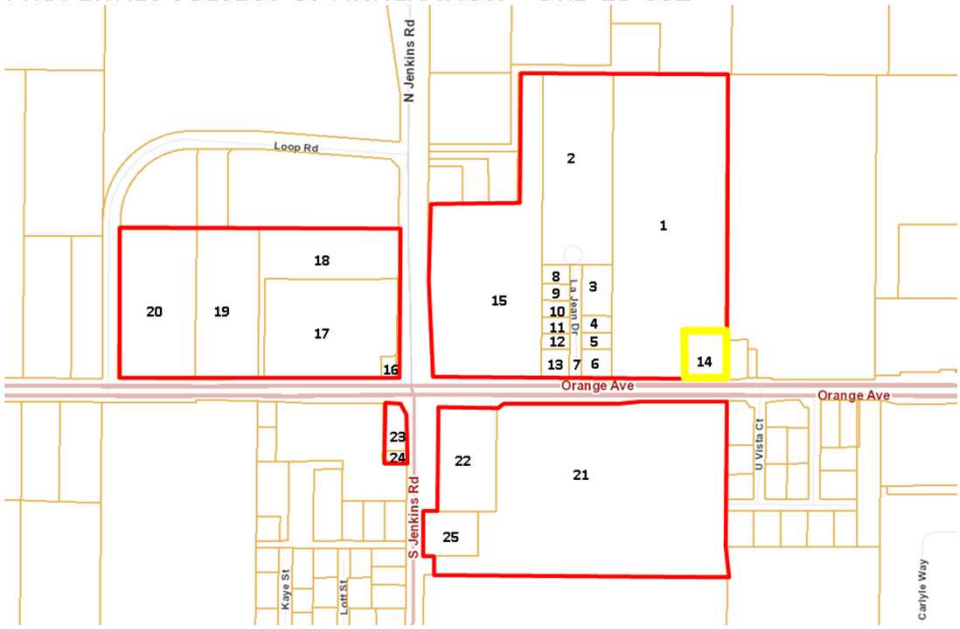
ORD 23-032

One (1) lot at 5310 Orange Ave

Map Ref	Parcel ID	Address
14	2407-234-0004-000-2	5310 ORANGE AVE

9

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-032



10

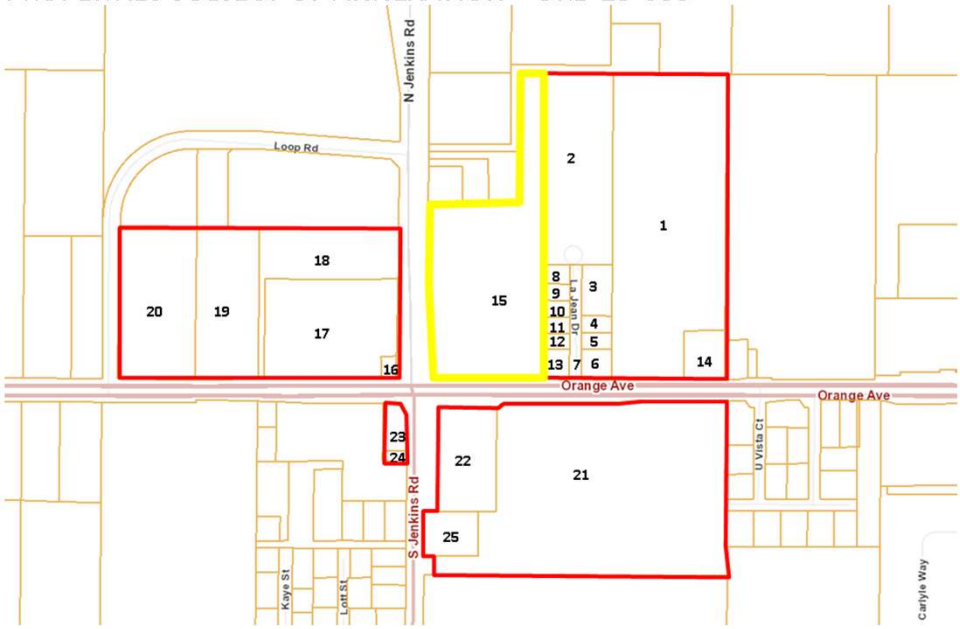
ORD 23-033

One (1) lot at 5500 Orange Ave

Map Ref	Parcel ID	Address
15	2407-232-0001-000-5	5500 ORANGE AVE

11

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-033



12

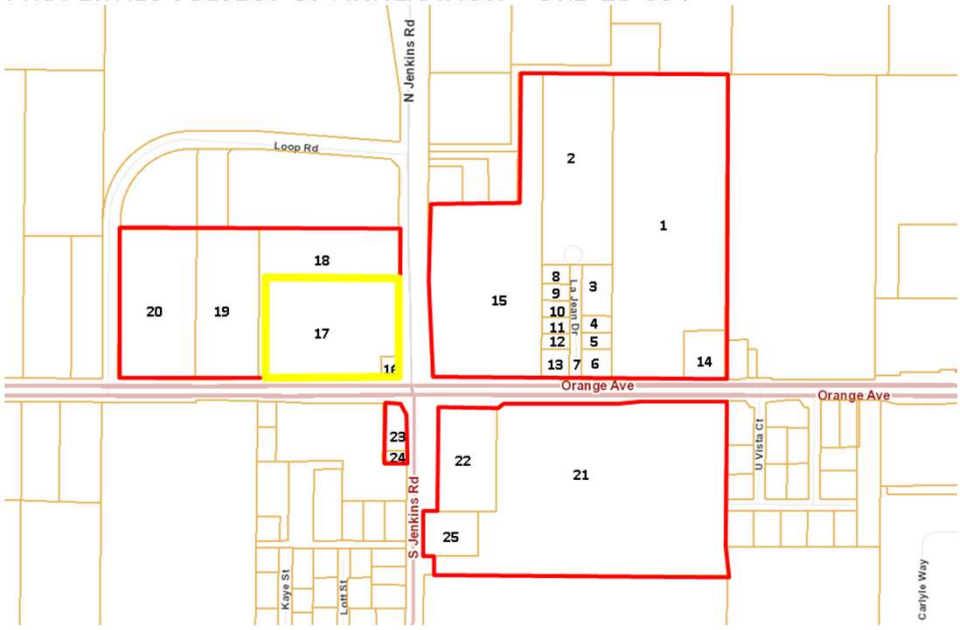
ORD 23-034

Two (2) Lots at 5750 Orange Ave

Map Ref	Parcel ID	Address
16	2312-144-0004-000-5	5750 ORANGE AVE
17	2312-144-0003-000-8	

13

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-034



14

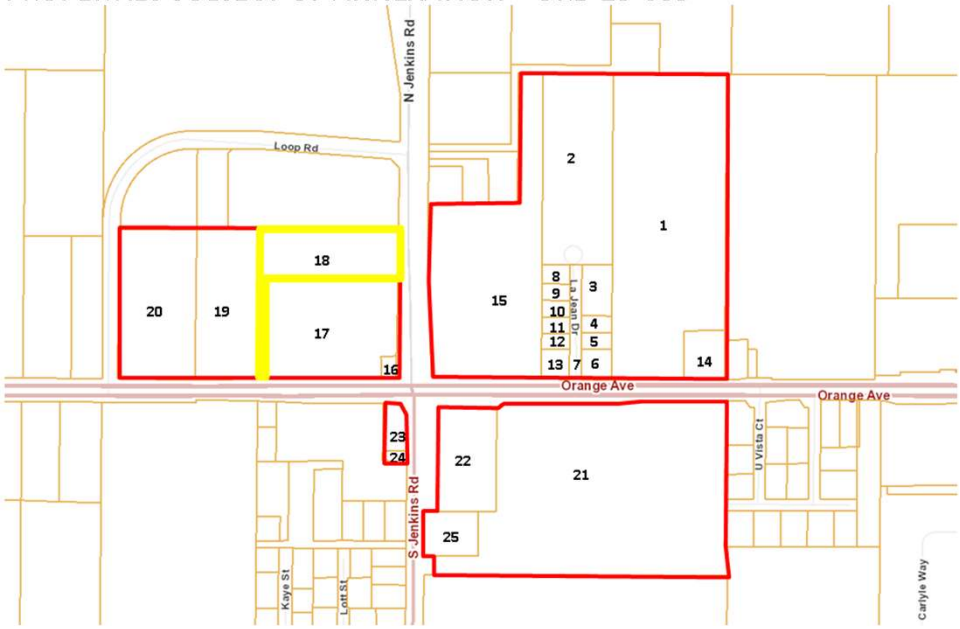
ORD 23-035

One (1) lot at 121 N. Jenkins Rd

Map Ref	Parcel ID	Address
18	2312-144-0001-000-4	121 N JENKINS RD

15

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-035



16

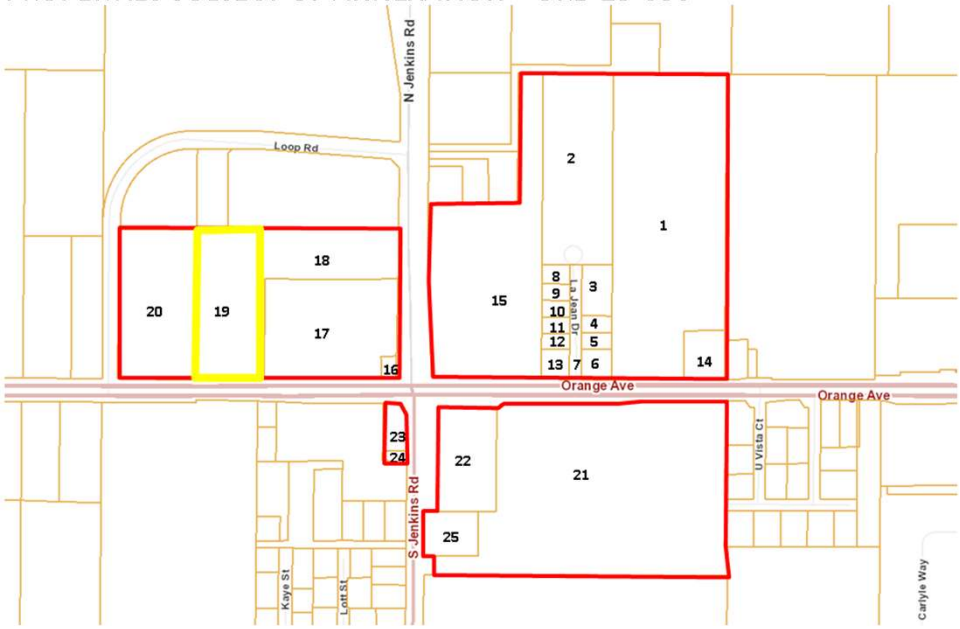
ORD 23-036

One (1) lot at 5900 Orange Ave

Map Ref	Parcel ID	Address
19	2312-143-0001-000-1	5900 ORANGE AVE

17

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-036



18

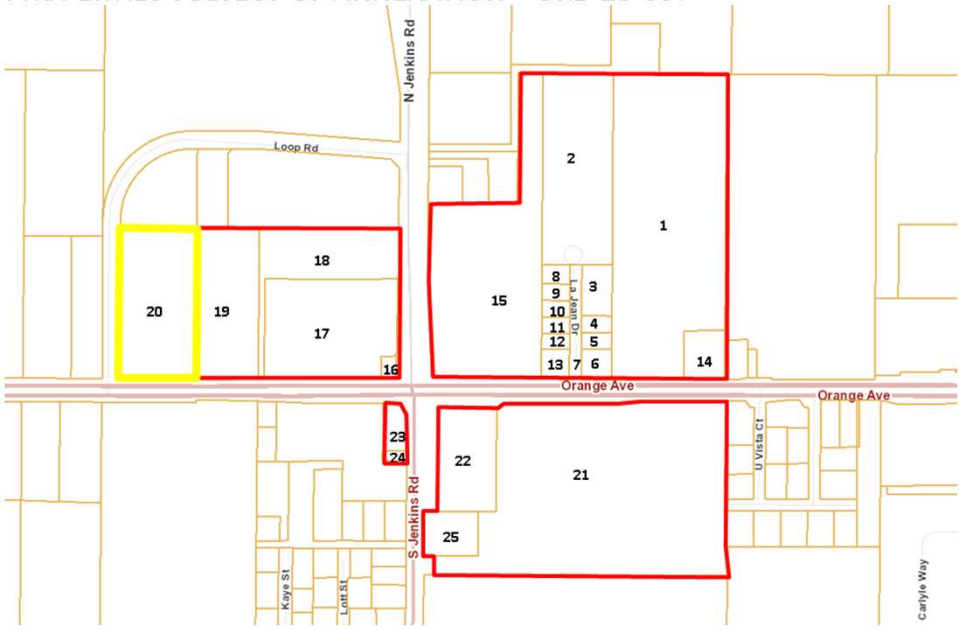
ORD 23-037

One (1) lot at 6000 Orange Ave

Map Ref	Parcel ID	Address
20	2312-143-0002-000-8	6000 ORANGE AVE

19

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-037



20

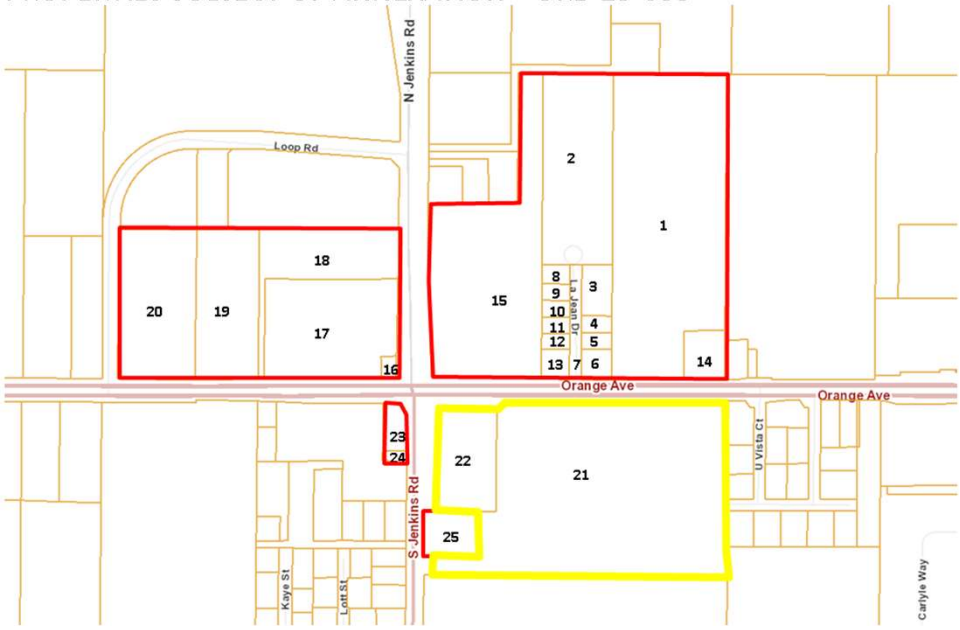
ORD 23-038

Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave

Map Ref	Parcel ID	Address
21	2407-701-0001-000-4	5501 ORANGE AVE
22	2407-701-0002-000-1	5513 ORANGE AVE

21

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-038



22

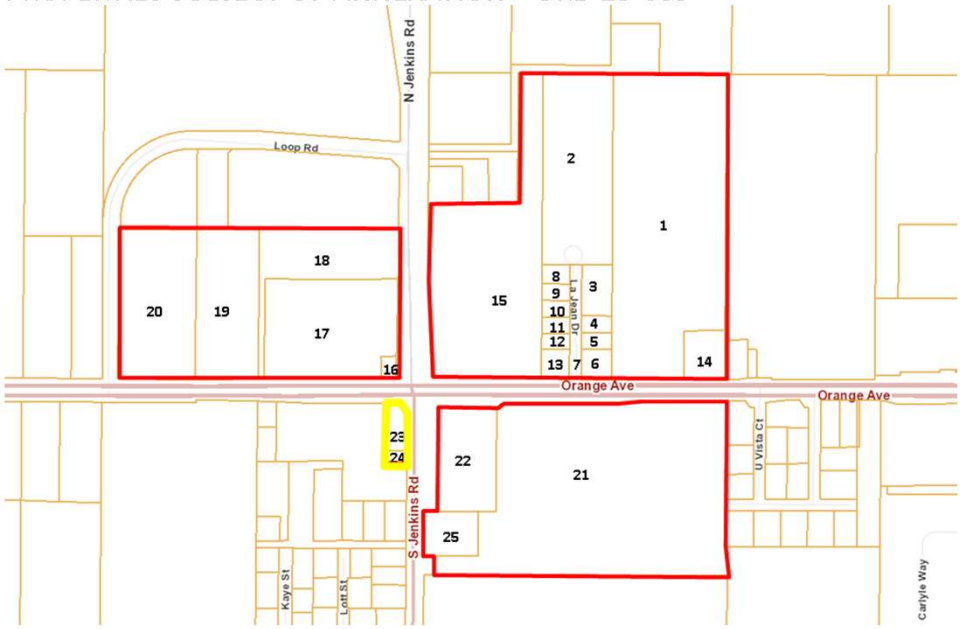
ORD 23-039

Two (2) Lots at 5701 Orange Ave

Map Ref	Parcel ID	Address
23	2312-411-0001-000-3	5701 ORANGE AVE
24	2312-411-0003-000-7	

23

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-039



24

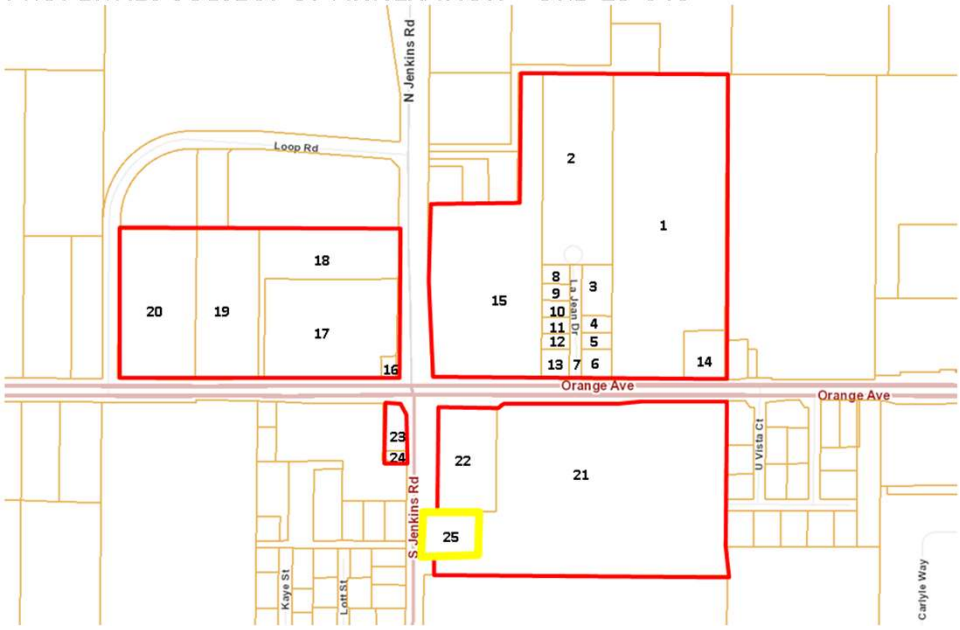
ORD 23-040

One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave

Map Ref	Parcel ID	Address
25	2407-322-0000-000-4	S. JENKINS

25

PROPERTIES SUBJECT OF ANNEXATION—ORD 23-040



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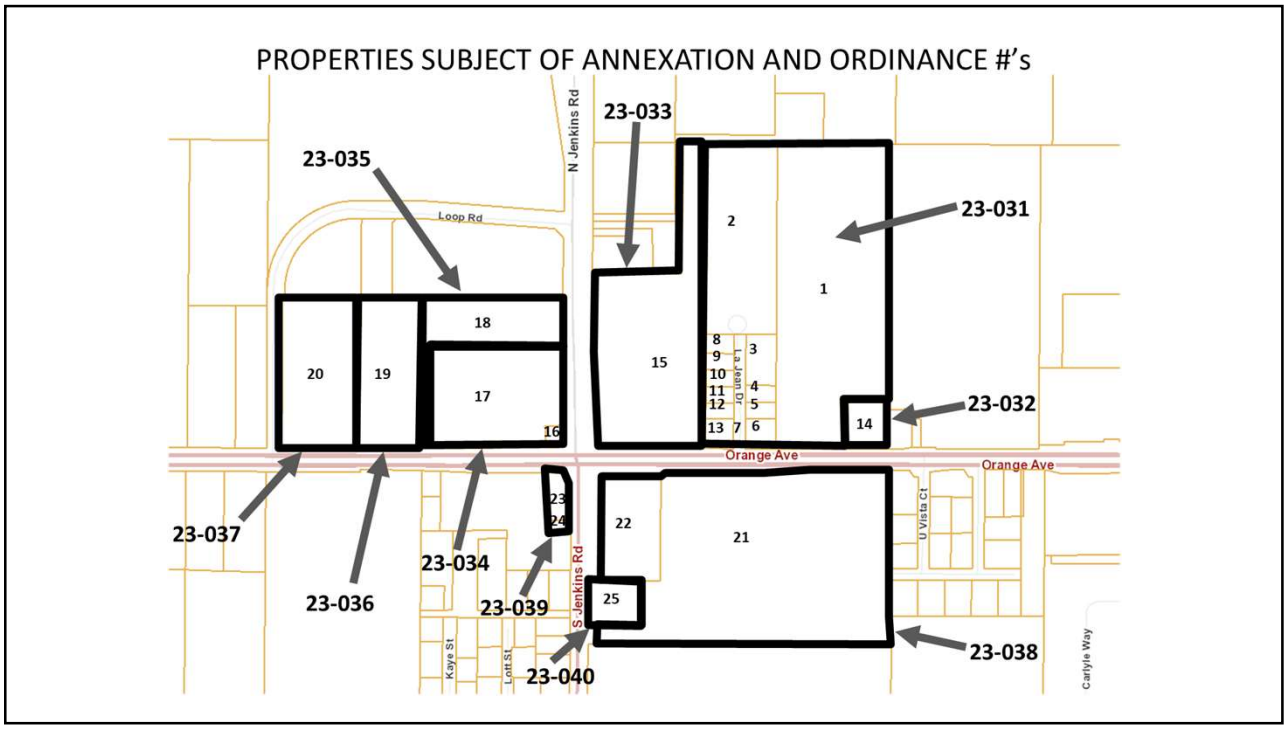


27

RECOMMENDATION

Staff recommendation is to approve the annexations.

ALTERNATIVE RECOMMENDATION

1. Approval with amendments.
or
2. Denial.

28

ORDINANCE NO. 23-040

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the property is contiguous with the City limit and is eligible for annexation under State Statue requirements; and

WHEREAS, the City of Fort Pierce Planning Board, at their _____, meeting, voted _ to _ to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by 4th May, 2023 no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "A,"** attached hereto and incorporated herein; and annexed into the City.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in **Exhibit "A"** hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 4. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. 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. 23-023 was duly advertised by title only in the St. Lucie News Tribune on _____, 2023; 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 _____, 2023; and was duly introduced, read by title only, and passed on second and final reading on _____, 2023, 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 _____, 2023.

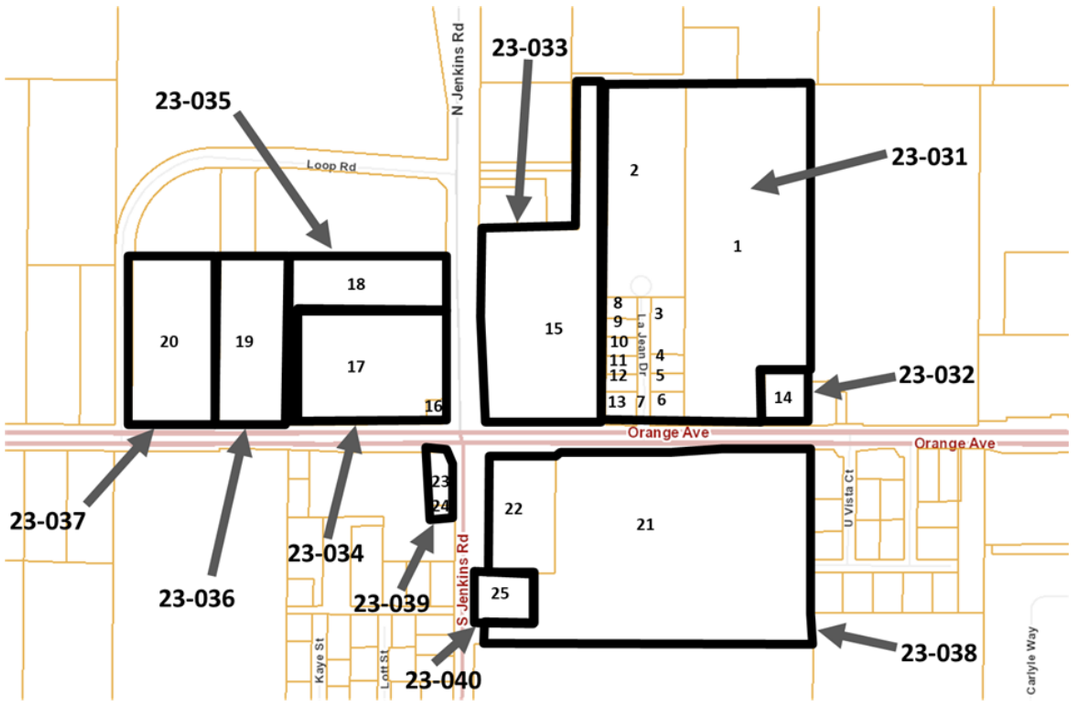
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



Reference	Parcel ID	Legal Description
25	2407-322-0000-000-4	7 35 40 E 230 FT OF W 270 FT OF N 190.26 FT OF S 270.26 FT OF FPD: NW 1/4 OF SW 1/4-LESS R/W FOR ORANGE AVE AND JENKINS RD AND LESS S 541.85 FT- (1.00 AC) (OR 2928-1209)

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

5/7/2023

Subscribed and sworn to before on the 7th of May 2023

Notary, State of WI, County of Brown
My commission expires: 1-7-25

PUBLICATION COST: $708.75
AD NO: GCI1057224
CUSTOMER NO: 463454
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-037 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 6000 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-038 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5501 ORANGE AVENUE AND 5513 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-039 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5701 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOTS AT OR NEAR 550 FEET SOUTH OF THE INTERSECTION OF ORANGE AVENUE WITH S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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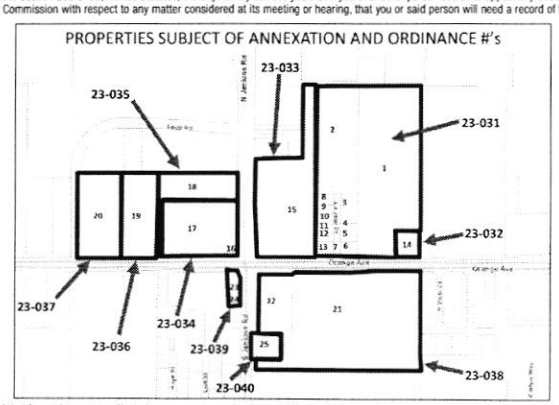
		2407-231-0002-120-6
		2407-231-0002-110-3
		2407-231-0002-150-5
		2407-231-0002-050-4
		2407-231-0002-060-7
		2407-231-0002-070-0
		2407-231-0002-080-3
		2407-231-0002-090-6
		2407-231-0002-100-0
23-032	One (1) lot at 5310 Orange Ave	2407-234-0004-000-2
23-033	One (1) lot at 5500 Orange Ave	2407-232-0001-000-5
23-034	Two (2) Lots at 5750 Orange Ave	2312-144-0004-000-5
		2312-144-0003-000-8
23-035	One (1) lot at 121 N. Jenkins Rd	2312-144-0001-000-4
23-036	One (1) lot at 5900 Orange Ave	2312-143-0001-000-1
23-037	One (1) lot at 6000 Orange Ave	2312-143-0002-000-8
23-038	Two (2) Lots at 5501 Orange Ave and 5513 Orange Ave	2407-701-0001-000-4
		2407-701-0002-000-1
23-039	Two (2) Lots at 5701 Orange Ave	2312-411-0001-000-3
		2312-411-0003-000-7
23-040	One (1) lot on S. Jenkins Rd at or near 550 feet south of Orange Ave	2407-322-0000-000-4

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.



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: 5/7/2023 and 5/14/2023

TH-GCI105722A-01

Slots

Continued from Page 1A

Why are slots in arcades illegal in Florida?

Florida officials don't know how many adult arcades have illegal slot machines in the state, Trombetta said. Legal facilities are registered with the commission.

Any device that appears to be a slot machine at any facility, outside of Broward and Miami-Dade counties or tribal facilities on tribal land, is illegal. Sports betting and cash prizes are also illegal.

Arcade customers who play on illegal slot machines could even face fines or jail time for participating in unlicensed gambling activities, Trombetta said.

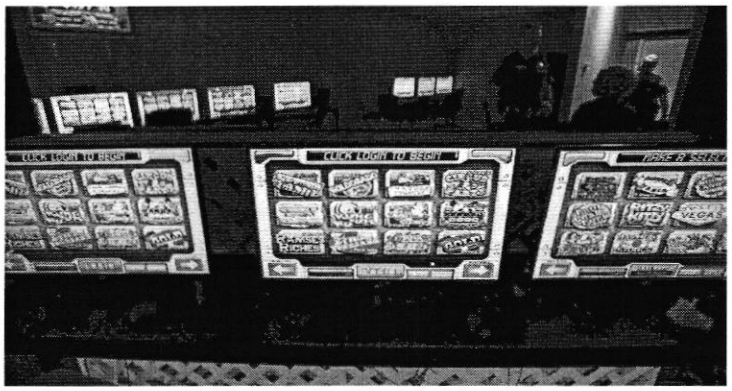
Which Florida casinos have legal slots?

Legal gaming facilities include:

- Licensed parimutuel facilities with horse racing, harness horse racing, simulcast greyhound racing, jai alai games and/or card room poker games
- Facilities operated by the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida
- Bingo, raffles and drawings of chance offered by certain organizations, such as charitable, nonprofit, fraternal and veterans' organizations exempt from federal taxation.

Here's a list of where slot machines are allowed in Florida:

- Hard Rock Tampa
- Seminole Casino Brighton
- Seminole Casino Immokalee
- Seminole Casino Coconut Creek
- Seminole Classic Casino Hollywood
- Hard Rock Hollywood
- Miccosukee Casino & Resort, Miami
- Harrahs Pompano Beach
- The Casino at Dania Beach
- The Big Easy Casino, Hallandale Beach
- Gulfstream Park Racing, Hallandale Beach
- Calder Casino, Miami Gardens
- Hialeah Park Casino
- Casino Miami
- Magic City Casino, Miami



Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.
PHOTOS BY ALICIA DEVINE/TALLAHASSEE DEMOCRAT

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 15, 2023 at 5:05 p.m., and Monday, June, 5, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 23-031 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE THIRTEEN (13) LOTS AT OR NEAR LA JEAN DRIVE AND THE INTERSECTION OF ORANGE AVENUE WITH N. JENKINS ROAD AND S. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-032 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5301 ORANGE AVENUE AND IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-033 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5500 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-034 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) LOTS AT OR NEAR 5750 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-035 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 121 N. JENKINS ROAD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 23-036 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT OR NEAR 5900 ORANGE AVENUE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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/s/ Linda W. Cox
City Clerk
Publish: 5/7/2023 and 5/14/2023

PROPERTIES SUBJECT OF ANNEXATION AND ORDINANCE #'s

Illegal gambling in Florida

Illegal gambling operations aren't likely to follow the law, leading to a higher risk of theft, fraud and cheating — with no consumer protections, Trombetta said. For example, the legal slots are required to pay out 85 cents of every dollar put into the machine, but there's no such control with illegal slots.

Plus, legal gambling operations pay 35% in state taxes whereas black market operations may not.

What's worse, illegal gambling operations could be run by organized crime syndicates that use the proceeds to fund other criminal activities, Trombetta said.

In 2013, the state arrested 57 people in a $300 million racketeering and money-laundering scheme involving Allied Veterans of the World, which operated dozens of gaming centers in Florida from its St. Augustine base.

Are Florida arcades shutting down again?

Law enforcement officials started raiding adult arcades and internet cafes last year after the Gaming Commission was formed to crack down on illegal gambling operations.

The punishment ranges from 60 days in jail to five years in prison, plus a possible $10,000 per-machine fine and confiscation of the machines and their contents.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County.

The Gaming Commission is in the process of hiring 15 sworn law enforcement officers with statewide jurisdiction who will conduct investigations, respond to complaints and work with local agencies on enforcement, Trombetta said. They've been mailing warning letters to arcades, including six in Tallahassee this week.

On the Treasure Coast, the state has not arrested anyone nor shut down any arcades, but it has sent warning letters to nine arcades: two in Indian River County and seven in St. Lucie County. The state didn't provide TCPalm a list, but one was the Midway Arcade in Fort Pierce, whose owner declined to comment. Five other arcade owners and managers also declined to comment for this article.

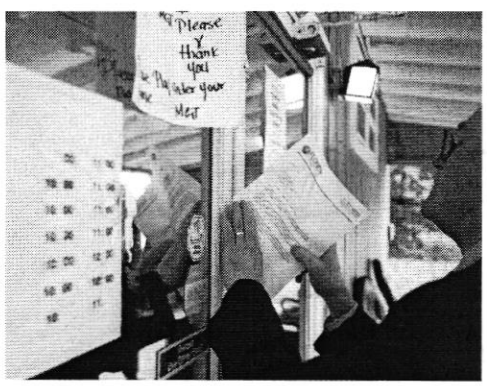
Panhandle officials in November raided the Lucky Pearl Internet Cafe in Crestview and arrested the owner after finding several slot machines inside the building, according to an Okaloosa County sheriff's report.

In Charlotte County, 20 of the 22 arcades that received warnings removed their slots, according to Gaming Commission spokesperson Eric Carr. Enforcement efforts are being escalated against the two holdouts.

In April 2013, the state closed 1,200 arcades and internet cafes after the Legislature banned online sweepstakes games that simulate slots. The law prohibited gift-card payouts, and limited per-play prizes to items worth 75 cents or less.

At the time, 25 of the estimated 40 arcades on the Treasure Coast were in St. Lucie County. Some arcades immediately began to reopen under new rules, and they have proliferated since the peak of the COVID crisis.

Laurie K. Blandford is TCPalm's entertainment reporter and columnist dedicated to finding the best things to do on the Treasure Coast. Follow her on Twitter @TCPalmLaurie and Facebook @TCPalmLaurie. Email her at laurie.blandford@tcpalm.com. Sign up for her What To Do in 772 weekly newsletter at profile.tcpalm.com/newsletters/manage.



The Florida Gaming Control Commission has been issuing warning letters to arcades, according to Executive Director Lou Trombetta. "They don't play by the same rules," Trombetta said of arcades with slots.

City Commission Regular Meeting **15. a.**

Meeting Date: 06/05/2023

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Form Started By: Jennifer Robinson Started On: 05/26/2023 02:52 PM

Final Approval Date: 05/26/2023

Purchase Order Approvals between $10,000 to $50,000 by the City Manager from May 1, 2023 to May 31, 2023

Total Amount	Description	Vendor Name	Department
$10,000.00	Medical and Pharmaceutical Supplies - MWI	MWI ANIMAL HEALTH	CODE ENFORCEMENT
$10,000.00	Medical and Pharmaceutical Supplies - Covetrus	COVETRUS NORTH AMERCA LLC	CODE ENFORCEMENT
$12,000.00	Veterinary Services - Rescue Adoption	RESCUE ADOPTION INC.	CODE ENFORCEMENT
$13,000.00	Veterinary Services - VCA/Tri-County	VCA TRI-COUNTY ANIMAL HOSPITAL	CODE ENFORCEMENT
$13,400.00	N. 16th St. Survey - EDC Specific Authorization 10	ENGINEERING DESIGN & CONST. INC.	ENGINEERING
$23,011.00	Software Maintenance Agreement	ECONOLITE SYSTEMS, INC.	ENGINEERING
$50,000.00	Street Sweeping Equipment rental	ENVIRONMENTAL PRODUCTS OF FL	ENGINEERING
$11,500.00	ADOBE STOCK ENTERPRISE	SHI INTERNATIONAL CORP.	INFORMATION TECHNOLOGY
$10,300.00	Cellebrite Subscription and Full Analyzer	CARAHSOFT TECHNOLOGY CORPORATION	POLICE - STAFF
$22,110.98	Network Storage and switches	DELL INC.	POLICE - STAFF

City Manager's Report

Photo by Joe Semkow

JUNE 2023

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Police	4	Engineering	16
City Marina	8	Public Works	18
Building	9	Upcoming Events/ River Walk Center	19
Planning	12	New Businesses	21

Sunrise Theatre

Joe Sweat, Marketing & Development Director

100 Years of Entertainment

Help preserve the 100-year-old Sunrise Theatre as the greatest and grandest historic theatre on the Treasure Coast providing quality entertainment to the region.

Like most performing arts theatres, ticket sale revenues cover less than one-half of our operating costs. As a member supported, volunteer-assisted organization, the Sunrise Theatre serves over 85,000 patrons and guests annually through its programs and directly benefits the economy and quality of life in St. Lucie County by attracting visitors from other cities, counties, and states.

Your tax-deductible membership contribution makes you eligible for a variety of benefits at the Sunrise Theatre. Individual Memberships start at $75 and offer advanced notice of shows and the opportunity to purchase tickets in advance of sales to the General Public. To become a member, please visit: https://www.sunrisetheatre.com/sunrise-theatre-fort-pierce-memberships/ or call our Box Office at 772.461.4775.

Fort Pierce Police hosts Law Enforcement Memorial bicycle tour

On May 2, the Fort Pierce Police Department was honored to host riders taking part in the 2023 Law Enforcement Memorial bicycle tour. The group, made up of federal, state and local law enforcement officers from across the country, were riding from Miami to Washington, D.C. for National Police Week. They were paying tribute to fallen officers and raising money for three different charities, with the majority of the money going to Concerns of Police Survivors. That charity runs a summer camp for the children of fallen officers, as well as retreats for adult survivors.

Retired federal agent Richard Gallo said his group of about 15 riders was making the 1,300-mile trek from Miami to Washington, D.C. More riders joined them in Jacksonville and Georgia. On the last three days of the ride, which ended May 12 in Washington, D.C., 600 to 800 additional riders from Pennsylvania, New

Jersey, Maryland and Virginia also joined with them to help pay tribute to those officers who have fallen in the line of duty and their families.

"These officers gave their lives in the line of duty not doing anything different than any of the rest of us did during our careers and are still doing for those who are currently still employed," Gallo said. "And yet, when they did it, they were called to make the ultimate sacrifice by giving up their lives for the job. We want to pay tribute to them and also to remember their families, because their spouse went to work on a Monday and just never came home."

Gallo said all of the hundreds of riders taking part in the final three-day push into Washington, D.C., raised at least $1,750 for the three charities. He added that the 15 riders participating in the ride from Miami to Washington, D.C. were from Florida, New York, Arizona, Colorado, Pennsylvania, South Carolina, Minnesota, Wisconsin, Illinois and Texas, and each paid their own expenses while also donating to the charities.

2023 Law Enforcement Torch run deemed huge success

The Fort Pierce Police Department offered thanks to everyone who came out for the 2023 Law Enforcement Torch Run on May 6 to help support Special Olympics Florida. The fun-filled event kicked off at 9 a.m. from Fort Pierce Central High School and ended at the Publix Super Market on N.W. St. James Drive in Port St. Lucie.

During the event, smiles told the whole story as Fort Pierce Police officers and other personnel were joined by their colleagues from the Port St. Lucie Police Department, the St. Lucie County Sheriff's Office and the Indian River County Sheriff's Office, as well as Special Olympic volunteers, athletes and their families.

"What a beautiful day and what a beautiful event," Fort Pierce Police Chief Diane Hobley-Burney said. "This shows the importance of Special Olympics and how we all come together for such a great cause."

Hobley-Burney also thanked the community for donations of close to $15,500 that were raised for Special Olympics Florida through four Tip A Cop events and the Cops On Donut Shops fundraiser.

"That shows how the community sees the importance of our athletes and making sure of their success," she said. "So, I thank them so much."

In Honor WE SERVE

Fort Pierce Police Department welcomes 3 new officers

The Fort Pierce Police Department welcomed three new officers during an official swearing-in ceremony on May 17. Those officers – Methos Alvaro, Justice Feeley-Carim and Lissette Lopez – took the oath of office and were sworn in by Chief Diane Hobley-Burney in the presence of their family members, friends and colleagues.

During the ceremony, family members of the three officers participated by taking part in the pinning ceremony. Those family members had the pleasure of placing badges on the new officers. Methos was pinned by his mother, Penny Alvaro. Justice was pinned by his mother, Kathleen Feeley-Carim. Lissette was pinned by her father, Wilson Lopez.

The three new officers have entered the first phase of training with Road Patrol field training officers. Everyone at the Police Department welcomes them and wishes them long, successful careers as they proudly uphold our motto, "In Honor We Serve."

CITY MARINA FINANCIAL REPORT

	FEBRUARY	MARCH	APRIL
Dockage Reservations	178	230	273
Monthly Dockage	$161,775.93	$115,513.77	$167,449.65
Transient Dockage	$109,133.97	$133,879.66	$162,351.60
Electricity	$9,695.00	$11,584.30	$13,172.72
Retail	$24,281.31	$32,834.02	$24,974.52
Gas Sales	$65,839.87	$79,694.78	$99,829.42
Diesel Sales	$120,535.42	$114,569.06	$152,044.15
TOTALS	**$491,261.50**	**$488,075.59**	**$619,822.06**

481 Ohio Avenue

Treasure Cove Storage is coming soon just west of Walgreens near the intersection of Ohio Avenue and US Hwy 1. The project is comprised of five self-storage buildings with the first three currently under construction.

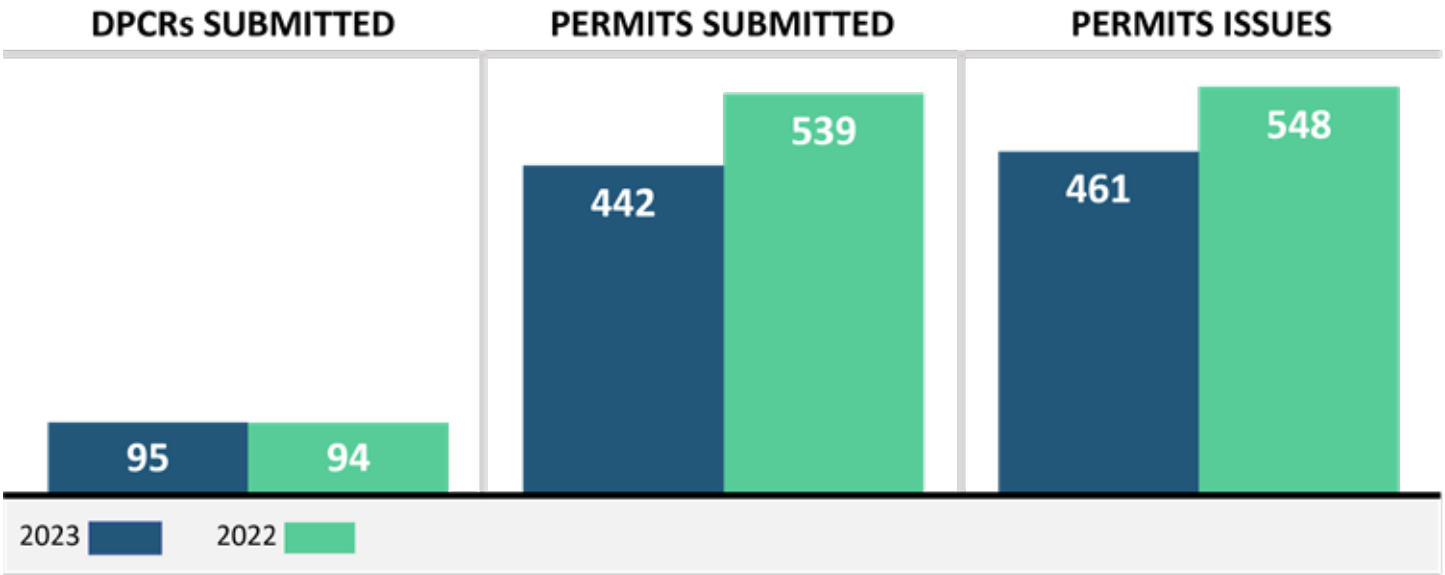
1831 North US Hwy 1

Caliber Capital Carwash is coming soon just south of the Taylor Creek Commons Plaza at North US Hwy 1 and North State Road A1A. Sitework is currently being performed with underground drainage structures and piping being installed.

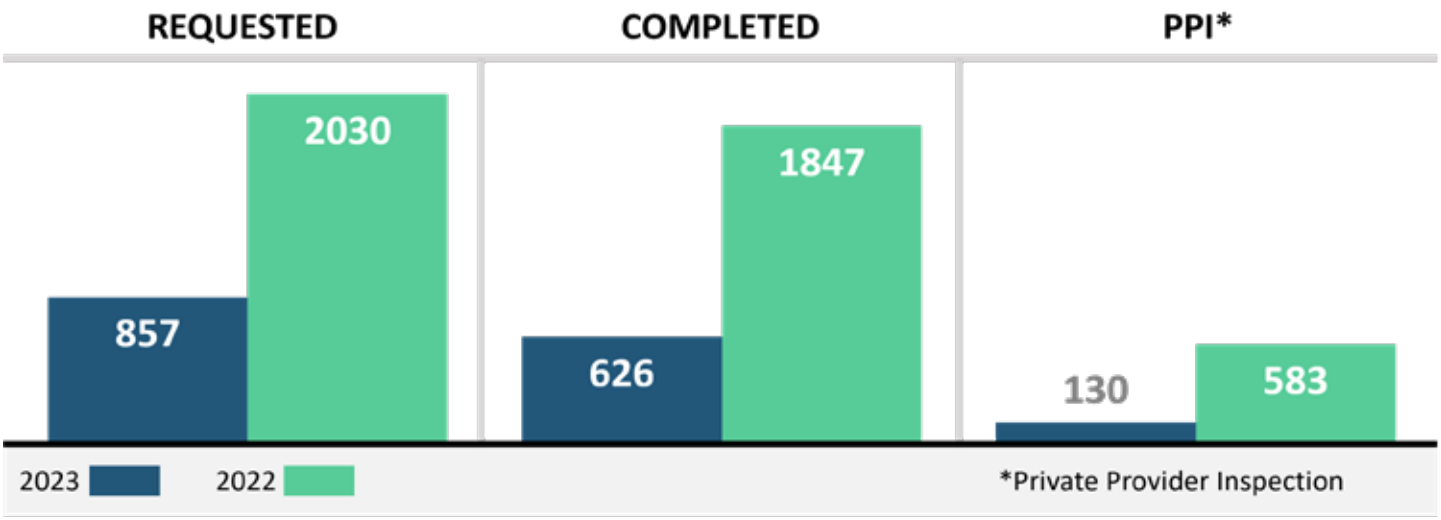
4172 and 4186 Okeechobee Road

As a certified floodproofed structure, the Renaissance Business Park, formerly the Orange Blossom Mall, must maintain compliance with their flood mitigation plan by continuing to floodproof altered or new openings in the exterior walls. The stackable flood panels are installed prior to a flood event to protect the structure against flood damage. This photo was recently taken during a flood inspection for the altered door openings.

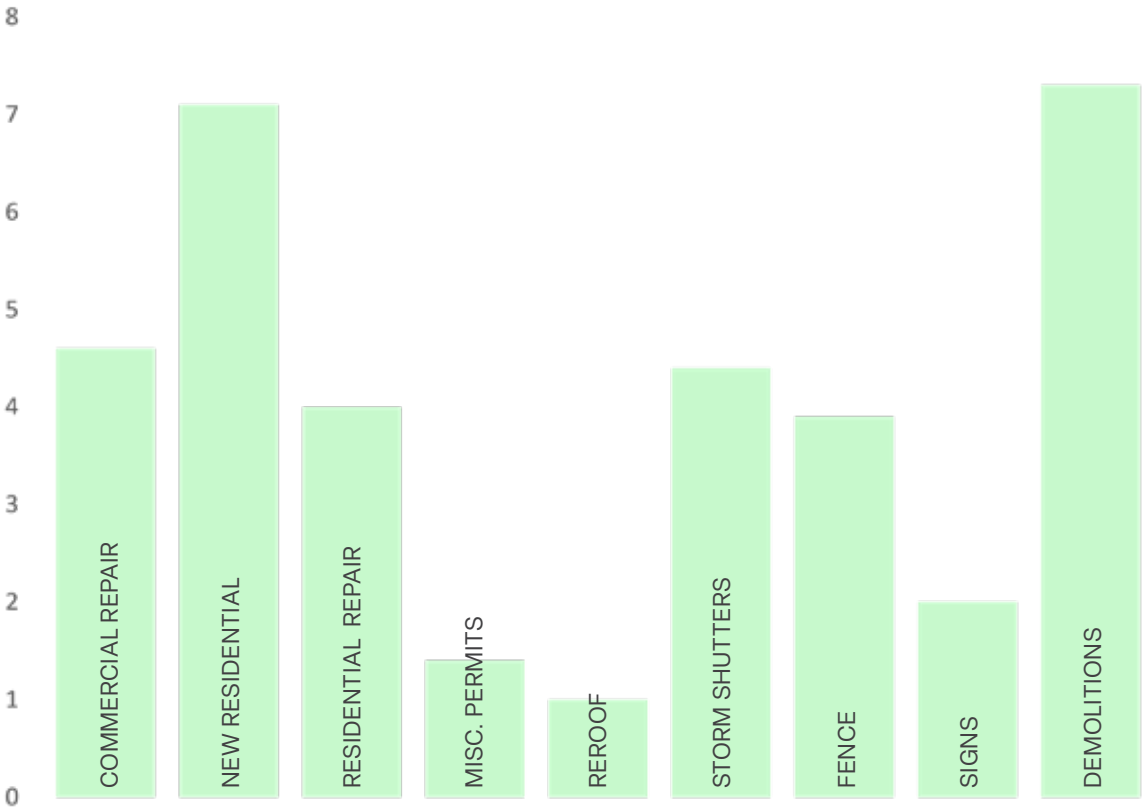
APRIL 2023 BUILDING PERMIT APPLICATIONS



APRIL 2023 BUILDING INSPECTION ACTIVITY

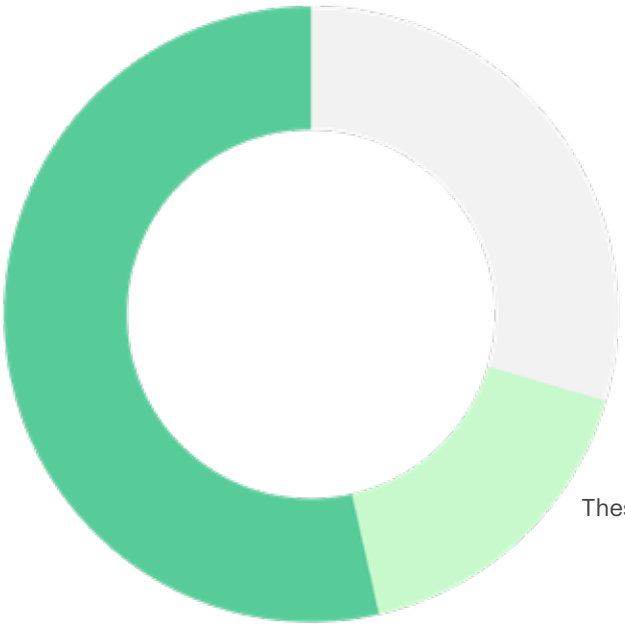


APRIL 2023 BUILDING PLAN REVIEW



	COMMERCIAL REPAIR	NEW RESIDENTIAL	RESIDENTIAL REPAIR	MISC. PERMITS	REROOF	STORM SHUTTERS	FENCE	SIGNS	DEMOLITIONS
AVERAGE TIME (DAYS)	4.6	7.1	4	1.4	1	4.4	3.9	2	7.3
NUMBER OF PERMITS	14	15	15	185	93	6	13	1	3

APRIL 2023 NEW CONSTRUCTION VALUES



$3,648,115	NEW COMMERCIAL PERMITS
$2,084,000	NEW SITEWORK PERMITS
$6,608,502	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in April 2023 for New Construction

PLANNING DETERMINATIONS

ANNEXATION

The municipal limits of the City will be expanded with the annexation of more than 25 individual properties totaling more than 80 acres. The location of the majority of the properties is on or close to Orange Avenue at its intersection with Jenkins Road.

RESTAURANT/RETAIL FACILITY

An application for a Site Plan (Development and Design Review) for a 5,000 sq. ft. restaurant/retail facility located to the immediate west of Walgreens at 25th Street and Virginia Avenue was scheduled for approval by the City Commission at the May 15, 2023 meeting

OFFICE/FLEX SPACE BUILDINGS

An application for a Site Plan (Development and Design Review) to construct four (4) office/flex space buildings totaling 40,500 sq. ft. located on the east side of S. 7th Street, north of Farmers Market Road was presented to the Commission for approval at the May 15, 2023 meeting.

PORT OF FORT PIERCE

The Port of Fort Pierce is one of Florida's fifteen deepwater seaports and has huge economic value to the City and to the Region. In 2020, St. Lucie County, together with partners and substantial public outreach through the Port of Fort Pierce Master Plan Advisory Committee, updated the Port of Fort Pierce Master Plan, culminating in the Final Draft, which was presented to City Commission in December 2020. The Planning Board discussed a proposed Port of Fort Pierce Overlay District for the +/- 165 Acres at a Special Planning Board meeting on May 25, 2023.

The proposed Overlay will promote the redevelopment of the Port for marine and maritime commercial uses.

Indian Hills Golf Course

	MARCH 2023	APRIL 2023
Golf Rounds	4,392	3,117
Golf Fees	$123,540.98	$84,300.35
Range Tokens	$4,009.83	$2,980.79
Membership Fees	$838.21	$865.59
Food & Beverages	$12,116.19	$8,841.83
Merchandise	$7,123.93	$6,753.86
TOTAL	**$147,629.14**	**$103,742.42**

Beginning mid-May, we started our aggressive summer course maintenance program. Our first green aeration was held on Monday and Tuesday, May 15th & 16th and the greens have responded tremendously! All 18 fairways were also spiked to reduce compaction and allow oxygen and fertilizer to do their jobs. Weeds are turning yellow and are being suppressed by additional new turf grass.

Several months ago we had enlisted the help of a turf doctor as well as a turf specialist which had conducted several water and soil samples. Their expertise has already shown to be highly beneficial and will be a huge help in our future success. Their combinations of organic liquid fertilizers have provided an immediate benefit to the turf grasses. As shown in the before and after photos of the putting green, which had historically always struggled, looks completely different! Mother Nature has also been a tremendous asset already with several big showers in April and May which are normally one of our drier periods. With the continued afternoon rains and fertilizers we should be extremely healthy heading into the Fall.

We also received our new Ice & Water Dispenser in late April. The new countertop model is touchless and has the capacity to produce 500 pounds of cubelet ice per day. We certainly "got our money out of the last one" being that it was 19 YEARS OLD!

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend….or two! If there's something we can improve upon…tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

CITY PROJECT UPDATES

Avenue B
(13th Street to 8th Street)

Curb and gutter, sidewalk, and roadway base have been installed from 13th Street to 10th Street. Work will continue with the installation of drainage at 9th Street.

Avenue D
(Indian River Drive to 29th Street)

This project has been split into two phases to expedite the bidding process. Phase I is Avenue D from 29th Street to US 1 and 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. Phase 1 Final Plans are currently in review and are expected to be advertised in June.

Phase 2 of the 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, a raised intersection at 2nd Street, stormwater drainage, conversion of overhead utilities to underground, improved landscaping, street light installation and enhanced signage and pavement marking. A revised typical section is under review.

Ohio Avenue
(US Highway 1 to 11th Street)

Request to award the $2,486,699.50 construction contract to the low bidder, PRP Construction, will be presented to the Commission for their approval at the June 5, 2023 meeting.

The Oaks at Moore's Creek Phase II (Means Court Extension)

Construction of the subdivision infrastructure is underway. 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.

Construction commenced on April 20, 2023 and the contractor has completed the sanitary sewer collection system, the potable water distribution system, and 90% complete with the storm drainage work. FPUA has completed the installation of the gas main.

Sanitary sewer connection to Avenue B manhole

Georgia Avenue Basin Water Quality Improvements

Construction is on-going with the contractor completing the sheet piling installation and rip-rap at the control structure. Material delivery delays have pushed the construction completion date back from July 2023 to October 2023.

Stormwater control structure at proposed detention area

In honor of National Public Works Week, the City of Fort Pierce Public Works Department had several beautification projects planned at the Indian Hills Recreation Area off Savannah Road. These projects included removing trees, palms, and exotic tree species around the lake, trimming existing trees, debris removal, repairing the walking path around the North and East side of the lake, removing garbage, general maintenance, and sidewalk cleaning throughout the area.

The Indian Hills Recreation Area off Savannah Road features a .94-mile walking and biking trail which is a part of the Florida SUN Trail Network, a 17-hole Disk Golf Course, exercise stations, benches, and informational kiosks which educate visitors about the stormwater protection system throughout the area. It is truly a beautiful area with expanding amenities and the Public Works Department is excited about the improvements and beautification projects they were able to recently complete for National Public Works Week.

For more information on the Indian Hills Recreation Area or the City of Fort Pierce Public Works Department please visit the city's website at www.cityoffortpierce.com.

Upcoming Events

- 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
- 6/2/23 Friday Fest - Marina Square 5:00 pm-9:00 pm
- 6/16/23 Juneteenth Youth Day - Ilous Ellis Park - 10:00 am-2:00 pm
- 6/16/23 Juneteenth Peace Walk - Douglas Ct & Ave D to 13th St & Ave M - 10:00 am-11:00 am
- 6/16/23 Juneteenth Freedom Block Party - 532 N 13th St - 5:00 pm-10:00 pm
- 6/17/23 Juneteenth Community Fest - Ilous Ellis Park - 12:00 pm-6:00 pm
- 6/17/23 Juneteenth Freedom Fest - Dreamland Park - 1:00 pm-6:00 pm

River Walk Center Sales Report April 2023

Classes	$1,778.16
Park Permits	$4,868.89
Special Events	$5,680.00
Facility	$16,205.63
TOTAL	**$28,532.68**

CITY OF FORT PIERCE
PRESENTS
JUNETEENTH
FREEDOM BLOCK PARTY
POP UP
ART GALLERY
SAVE THE DATE
16TH JUNE FRIDAY
5:30PM
10:30PM
Featuring
• Live Music • Cigar Bar • VIP LOUNGE
• Free Admission • Food and Retail Vendors • Art Walk
INCUBATE NEIGHBORHOOD CENTER
532 N 13TH STREET, FORT PIERCE, 34950
For Additional Information
INFO@INCBIZ.ORG 772-494-7504 WWW.INCBIZ.ORG
Featured Artist
RODERICK HAIR
JEMAL HAYES
FPUA
INC

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GORY, STEVE & CYNTHIA
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HALE, ANNE
FUENTES, RAMON & LYDIA
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QUICK CARE OF THE TREASURE COAST
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WODZENSKI, ROBERT
SPRINGER, RETA G
WILSON, JAN & KELLI
HOFFMAN, WENDY
UNUSUAL INVESTMENTS INC
SCHIFFER, JESSICA
MARVILLA BUILDERS LLC
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WINTER, SELINA
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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."